IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: CANO HEALTH, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-10164 (KBO) (Jointly Administered **Objection Deadline: June 21, 2024 at 5:00 p.m. ET** **Re: Docket Nos. 864, 989, and 1023**

OBJECTION OF FRANK AND LISSETTE EXPOSITO TO FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS

Frank and Lissette Exposito (the "***Expositos***"), by and through their undersigned counsel, hereby object (this "***Objection***") to confirmation of the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 864] (the "***Plan***") filed by the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") and, in support of this Objection, respectfully state as follows:

Background

I. The Chapter 11 Cases

1. On February 4, 2024, the Debtors each filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***").

2. On May 21, 2024 the Debtors filed the Plan and, pursuant to this Court's *Order (I) Approving Proposed Disclosure Statement and Form and Manner of Notice of Disclosure*

[1] The last four digits of Cano Health, Inc.'s tax identification number are 4224. A complete list of the Debtors in the Chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/CanoHealth. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Proposed Plan, and (V) Granting Related Relief [Docket No. 865] (the "***Solicitation Procedures Order***") entered that same day, the Debtors commenced solicitation of the Plan.

II. The Expositos Claims

3. On April 4, 2024, the Expositos timely filed proofs of claim against Debtors (i) Orange Care Group South Florida Management Services Organization, LLC [Claim No. 458], (ii) American Choice Commercial ACO, LLC [Claim No. 460], (iii) Cano Health, LLC [Claim No. 467], and (iv) Cano Health, Inc. [Claim No. 468] (collectively, the "***Proofs of Claim***").

4. As set forth in attachment to the Proofs of Claim, prior to the Petition Date, the Debtors and the Expositos entered into that certain Purchase Agreement and Plan of Merger dated as of July 13, 2021 (the "***Purchase Agreement***") with (i) Cano Health, Inc., (ii) Cano Health, LLC, and (iii) the "Merger Subs" (as defined in the Purchase Agreement. A true copy of the Purchase Agreement is attached hereto as **Exhibit 1**. Simultaneously with the execution of the Purchase Agreement, Debtor Cano Health, LLC entered into employment agreements with each of the claimants, true copies of which are attached as **Exhibit A** to the Purchase Agreement (the "***Employment Agreements***").

A. The Expositos' Purchase Agreement Claims

5. Also prior to the Petition Date, Debtors (i) Cano Health, Inc., (ii) Cano Health, LLC, and (iii) Orange Care Group South Florida Management Services Organization, LLC, and American Choice Commercial ACO, LLC, as successors by merger to the Merger Subs (collectively, the "***Buyer Debtors***") breached the Purchase Agreement by failing to deliver the First Earnout Statement pursuant to, and otherwise complying with, the procedures set forth in Section 2.7 of the Purchase Agreement, thereby precluding the Claimants from exercising the Put

Right. As a result of the Buyer Debtors' breach of the Purchase Agreement, the Claimants have suffered damages of not less than $30 million. Further, pursuant to Section 9.2(c) of the Purchase Agreement, the Claimants are entitled to indemnification from the Buyer Debtors from any and all losses suffered as a result of the Debtors' breach of the Purchase Agreement, including their attorneys' fees and other costs arising from Debtors' breach.

6. On October 4, 2023, the Expositos filed a complaint against Cano Health, Inc. in the Court of Chancery for the State of Delaware seeking to enforce the Purchase Agreement (the "***Complaint***"). That action was stayed by the commencement of the Debtors chapter 11 cases. A true copy of the Complaint, setting for the factual background with respect to the Expositos dispute with and claims against the Debtors as it relates to the Put Right, is attached hereto as **Exhibit 2** and incorporated herein by reference.[2]

B. The Expositos Employment Agreement Claims

7. As set forth in the Complaint, following the Debtors' acquisition of the Expositos' business pursuant to the Purchase Agreement on or about August 11, 2021, the Expositos continued to be employed by the Debtor Cano Health, LLC through 2021 and 2022, their employment with the Debtors coinciding with their dispute under the Purchase Agreement in 2023.

8. Pursuant to Section 2(b) of each of the Employment Agreements, the Expositos are owed cash bonuses by Cano Health, LLC for calendar years 2022 and 2023. Specifically, each of the Expositos was entitled to receive a bonus of $1.5 million for 2022 and 2023, a total of $3 million due to each of the claimants and $6 million in the aggregate.

[2] Because the Complaint is subject to a protective order in the Delaware Chancery Court, the redacted, publicly filed version of the Complaint is attached here. The Debtors have the unredacted Complaint. The Expositos reserved the right to file an unredacted version of the Complaint under seal with the Court, if it becomes apparent that the limited, redacted material in the Complaint is relevant to the Court's ruling on the Objection.

III. Treatment of the Expositos Claims Pursuant to the Plan

9. With respect to the Expositos' claims, the Plan provides appears to define the Expositos' claims under the Purchase Agreement as the "Orange Care Purchase Agreement Claims," which pursuant to Section 1.164 of the Plan "means any Claim held by any of the seller-parties under the Orange Care Purchase Agreement against any Debtor arising under, or relating to, the Orange Care Purchase Agreement. Section 1.163 defines the "Orange Care Purchase Agreement" as "that certain Purchase Agreement and Plan of Merger, dated as of July 31, 2021, by and among (i) each Company (as defined therein), (ii) each Seller (as defined therein), (iii) Lissette Exposito, Frank Exposito, Lissette Exposito Irrevocable Trust and Dr. Paul R. Rosenstock, (iv) CH LLC, (v) each of the Merger Subs (as defined therein), (vi) CHI, and (vii) Frank Exposito," and further provides that, "[f]or the avoidance of doubt, the Orange Care Purchase Agreement Claims shall be treated as Subordinated Claims." Section 1.229 of the Plan provides that "Subordinated Claims" means "any prepetition Claim against the Debtors that is subject to subordination pursuant to section 510 of the Bankruptcy Code or otherwise or any Claim for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim, which includes, for the avoidance of doubt, any (i) TRA Claims, (ii) Putative Securities Class Action Claims or any Claims arising under or relating to any other similar class action lawsuits, and (iii) Orange Care Purchase Agreement Claims." Section 4.8 of the Plan provides that Subordinated Claims shall not receive anything under the Plan and all obligations on account of such subordinated claims against the Debtors shall be discharged.

10. It is unclear whether the Debtors intend to include the Employment Agreements in the definition of the Orange Care Purchase Agreement Claims, and therefore the Subordinated Claims, as the Employment Agreements were exhibits to the Purchase Agreement and related to the same transaction. Creating further ambiguity, Section 8.1 of the Plan provides that "all

executory contracts and unexpired leases to which the Debtors are parties shall be deemed assumed or assumed and assigned" unless such agreement was previously assumed or rejected, previously expired or terminated, is subject to a separate assumption or rejection motion, is a "Senior Executive Employment Agreement", is specifically designated for rejection on the "Rejection Schedule" as defined in the Plan, or is the subject of a pending cure dispute. Further, Section 5.12(a) of the Plan provides that all "Employment Agreements" shall be assumed or assumed and assigned to the Reorganized Debtors unless previously assumed or rejected.

11. The initial *Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 989] (the "***Initial Assumption Schedule***") did not list the Purchase Agreement or the Employment Agreements as contracts to be assumed or list any cure amounts for those contracts. Further, on June 14, 2024, the last day on which the Debtors could file the Initial Assumption Schedule and the Plan Supplement, according to the "Solicitation and Confirmation Timetable" set forth in Paragraph B of the Solicitation Procedures Order (the "***Timetable***"), the Debtors filed (i) the *Supplement to Notice Regarding (I) Potential Assumption of Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [Docket No. 1024] (the "***Supplemental Assumption Schedule***"), which "which amends and supersedes the Initial Assumption Schedule that was filed in connection with the Initial Assumption Notice" and (ii) the Plan Supplement. Neither the Supplemental Assumption Schedule, nor the Plan Supplement, list the Purchase Agreement or the Employment Agreements as contracts to be assumed or any cure amount. However, none of the various rejection schedules or motions filed by the Debtors list the Purchase Agreement or the Employment Agreements as being rejected either.

12. The Employment Agreements contain certain provisions that purportedly survive the termination of the Expositos' employment. Given the terms of the Plan and the Debtors' failure to schedule the Employment Agreements, it is unclear to the Expositos whether the Debtors intend to assume the Employment Agreements and take the position, *sub silentio*, that because no cure was scheduled for these agreements in the Supplemental Assumption Schedule, there are no cure amounts with respect to the Debtors' obligations under these agreements, or whether the Debtors intend to reject both the benefits and the burdens of the Employment Agreements pursuant to the Plan. According to the Timetable, assuming that assumption is the intent, the filing of the amending and superseding Supplemental Assumption Schedule on June 14, 2024 would mean that the Expositos' deadline to object to the "notice" provided, such as it was, of this zero-dollar cure amount would be June 24, 2024.

Objection

I. The Debtors' Plan Cannot Be Confirmed Unless the Expositos Purchase Agreement Claims Are Reclassified and Treated as General Unsecured Claims.

13. The Plan does not specify as to which provisions of Section 510 the Debtors believe apply to the Orange Care Purchase Agreement Claims. Presumably, the Debtors are not seeking equitable subordination pursuant to section 510(c), which requires notice and a hearing, because the Debtors have not set forth in the Plan, in the Disclosure Statement, or elsewhere, any basis for the equitable subordination of the Expositos' claims. Rather, it appears that the Debtors are seeking to subordinate the Expositos' claims pursuant to section 510(b), which provides that:

> a claim arising from rescission of a purchase or sale of a security of the debtor or of an affiliate of the debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 on account of such a claim, shall be subordinated to all claims or interests that are senior to or equal the claim or interest represented by such security, except that if such security is common stock, such claim has the same priority as common stock.

11 U.S.C. § 510(b). The Expositos' respectfully submit that while the language of section 510(b) is broad and the Third Circuit's interpretation of section 510(b) is also broad, *see generally Baroda Hill Invs., Inc. v. Telegroup, Inc. (In re Telegroup, Inc.)*, 281 F.3d 133 (3d Cir. 2002), the Debtors' attempted application of 510(b) to the Purchase Agreement is a bridge too far.

14. The Purchase Agreement was not an agreement for the purchase or sale of a security of the Debtors, but for the purchase and sale of the Expositos' business to the Debtors. While it is true that part of the consideration for the transaction was to be valued in relation to the Debtors' stock, that alone is insufficient to convert the agreement into one for the purchase of the Debtors' securities. *See Raven Media Invs., LLC v. DirectTV Latin Am., LLC (In re DirectTV Latin Am., LLC)*, No. 03-981-SLR (D. Del. Feb. 4, 2004) (applying the *Telegroup* test and distinguishing the case before it). As in *DirectTV*, the structure of the transaction in the Purchase Agreement, "clearly shows that [the Expositos] did not seek to hold an equity interest in [the Debtors]." *Id.* at *11. Instead, like the claimant in *DirectTV*, the Expositos had a Put Right, in their case, to fix the minimum value of the consideration they would receive for the sale of their business to the Debtors. *Id.* at *12-13. Accordingly, like the Debtor in *DirectTV*, the Debtors here "cannot reasonably assert that the transaction, as structured, was intended to expose [the Expositos] to any risk of loss." *Id.* Nor would "the purpose of § 510(b) [be] served by imposing the risk of business failure upon a party that unequivocally did not contract for it." The purpose of the Put Right in the Purchase Agreement is clear: the total upside of the value of the aggregation the Debtors' business and the Expositos could not be agreed upon, but the Put Right ensured a floor of consideration. As the Complaint makes clear, the Expositos did not engage in the Purchase Agreement out of a desire to hold equity in Cano Health but as a means to sell their business. The Put Right component of

the purchase price was nothing more than a mechanism for the parties' to value that business based on the results of their combined future efforts, with the Expositos staying on as employees.

15. As the Complaint alleges, the Debtors failed to perform their obligations under the Purchase Agreement, which would have allowed the Expositos to exercise their Put Right and obtain the additional $30 million in cash consideration for their business to which they were entitled under the metrics established in the Purchase Agreement. Subordinating the Expositos' claims to all other unsecured claims, discriminates unfairly with respect to their claims which are, and should be treated as, general unsecured claims. Accordingly, the Plan cannot be confirmed unless the Expositos' Claims under the Purchase Agreement are re-classified as general unsecured claims. *See* 11 U.S.C. §1129(b)(a); *In re Rotech Healthcare Inc.*, No. 13-10741 (PJW), 2010 WL 11813004, at *20 (Bankr. D. Del. Aug. 23, 2010) ("A plan unfairly discriminates in violation of section 1129(b)(1) of the Bankruptcy Code [] if classes comprising similarly situated claims or interests receive treatment under the plan that is not equivalent, and there is no reasonable basis for the disparate treatment.").

II. The Debtors Must Cure the Expositos Damages under the Employment Agreements If They Intend to Assume Them and Must Treat Their Damages and General Unsecured Claims If The Intend to Reject the Employment Agreements.

16. As noted above, due to their failure to schedule the Employment Agreements for assumption or rejection, it is unclear whether the Debtors intend to treat the Employment Agreements and executory contracts which they are assuming, and unclear whether they believe such assumption would be subject to a zero-dollar cure. To the extent that the Debtors are taking the position that the Employment Agreements have provisions that remain in force against the Expositos, the Debtors have continuing obligations under the Employment Agreements: to pay the $6 million in bonuses that the Expositos earned during their employment with the Debtors. It is black-letter bankruptcy law that the Debtors cannot assume these agreements and enforce them

against the Expositos unless monetary amounts owed to the Expositos are cured and paid. *See* 11 U.S.C. § 365(b); *In re Weinstein Co. Holdings LLC*, 997 F.3d 497, 501 (3d Cir. 2021) ("To assume an executory contract, a debtor must cure existing defaults and put the contract in the same place as if the bankruptcy never happened.").

17. Further, to the extent that the Debtors are taking the position that the employment agreements are executory and may be rejected, or were terminated entirely prepetition, such that neither party may be bound by the Employment Agreements going forward, the Debtors remain liable to the Expositos for the $6 million in bonuses they were entitled to receive as prepetition general unsecured claims. The fact that the Expositos were not given ballots on the Plan with respect to their Employment Agreement claims but instead only received a notice of non-voting status, combined with the broad definition of the Orange Care Purchase Agreement Claims, suggests that the Debtors might be taking the position that the Expositos' Employment Agreement-based claims should also be subordinated. For the reasons set forth above with respect to the Purchase Agreement claims, the Expositos respectfully submit that the Debtors are in error, and the Plan could not be confirmed if the Expositos Employment Agreement claims are not, at least, reclassified as general unsecured rejection damages or contract termination claims.

[*Concluded on the following page.*]

Conclusion

For all of the foregoing reasons, the Expositos respectfully submit that the Plan cannot be confirmed over their Objection and that the Court deny confirmation of the Plan unless and until the Plan is modified to address the issues raised in this Objection.

Dated: June 21, 2024
Wilmington, Delaware

Respectfully submitted,

HOLLAND & KNIGHT LLP

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Exhibit 1

Execution Version

PURCHASE AGREEMENT AND PLAN OF MERGER

BY AND AMONG

EACH OF THE COMPANIES,

CERTAIN OF THE SELLERS,

EACH OF THE BENEFICIAL OWNERS,

CANO HEALTH, LLC,

CANO HEALTH, INC.

EACH OF THE MERGER SUBS,

AND

FRANK EXPOSITO,
AS SELLERS' REPRESENTATIVE

DATED JULY 13, 2021

TABLE OF CONTENTS

Page

SECTION 1. DEFINITIONS. 2

1.1 Definitions 3
1.2 Other Definitions 18

SECTION 2. THE TRANSACTION 20

2.1 Reorganization; Mergers; Purchase and Sale 20
2.2 Effect of the First Step Mergers. 21
2.3 Effect of the Second Step Mergers. 23
2.4 Closing 24
2.5 Closing Actions 24
2.6 Payments at the Closing. 24
2.7 Issuance of Rollover Shares. 25
2.8 Allocation Schedule 30
2.9 Purchase Price Adjustment 30
2.10 Post-Closing Reconciliation Payments. 32
2.11 Withholding 35

SECTION 3. REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANIES. 36

3.1 Organization and Qualification 36
3.2 Authority, Power and Enforceability 36
3.3 No Conflicts; Required Filings and Consents 36
3.4 Capitalization; Subsidiaries 36
3.5 Financial Statements 38
3.6 Material Payors and Material Suppliers 38
3.7 Absence of Changes 39
3.8 Leased Real Property. 41
3.9 Title to Assets; Sufficiency and Condition of Assets; Equipment 42
3.10 Agreements, Contracts and Commitments 43
3.11 Intellectual Property 45
3.12 Absence of Litigation; Proceedings 46
3.13 Compliance with Laws and Regulations; Permits. 47
3.14 Information Privacy and Data Security 48
3.15 Taxes. 50
3.16 Employees 52
3.17 Employee Benefit Plans. 55
3.18 Insurance 56
3.19 Environmental Matters. 57
3.20 Affiliate Transactions 57
3.21 No Brokers 57
3.22 Illegal Payments 57
3.23 International Trade 57
3.24 Investment Company Status 58
3.25 Pandemic Funding 58
3.26 Health and Welfare Laws; Payment Programs 58
3.27 No Other Representations or Warranties 61

SECTION 4. REPRESENTATIONS AND WARRANTIES CONCERNING SELLERS AND BENEFICIAL OWNERS. 62

TABLE OF CONTENTS
(continued)

Page

4.1 Organization and Qualification 62
4.2 Authority, Power and Enforceability 62
4.3 No Conflicts; Required Filings and Consents 63
4.4 Title to Shares. 63
4.5 Litigation 63
4.6 No Brokers 64
4.7 Illegal Payments 64
4.8 Regulatory Matters 64
4.9 No Other Representations or Warranties 64

SECTION 5. REPRESENTATIONS AND WARRANTIES CONCERNING BUYERS. 65

5.1 Organization 65
5.2 Authority, Power and Enforceability 65
5.3 No Conflicts; Required Filings and Consents 65
5.4 Investment Intent 65
5.5 Litigation 66
5.6 SEC Filings 66
5.7 Rollover Shares 66
5.8 No Brokers 66
5.9 Independent Investigation; No Reliance 67
5.10 No Other Representations or Warranties 68

SECTION 6. PRE-CLOSING COVENANTS AND AGREEMENTS. 68

6.1 Further Actions 68
6.2 Operation of the Business 70
6.3 Access and Investigation 70
6.4 Insurance Tail Policy 71
6.5 Financing Cooperation 71
6.6 Exclusivity 71
6.7 401(k) Plan 72
6.8 Unit Rights Plan 72
6.9 ACO/DCE Matters 72

SECTION 7. POST-CLOSING COVENANTS AND AGREEMENTS. 73

7.1 Confidentiality 73
7.2 Tax Matters 73
7.3 Non-Competition; Non-Solicitation 76
7.4 Further Assurances 77
7.5 Directors and Officers. 77

SECTION 8. CONDITIONS TO CLOSING. 78

8.1 Conditions to Closing Obligations of the Sellers. 78
8.2 Conditions to Closing Obligations of the Buyers. 79

SECTION 9. INDEMNIFICATION AND RELATED MATTERS. 81

9.1 Survival. 81
9.2 Indemnification 82
9.3 Right to Set Off 86
9.4 Exclusive Remedy 86

TABLE OF CONTENTS
(continued)

Page

SECTION 10. SELLERS' REPRESENTATIVE. 87

10.1 Appointment 87
10.2 Authorization 87
10.3 Indemnification of Sellers' Representative 87
10.4 Reasonable Reliance 88
10.5 Limitations 88
10.6 Removal of Sellers' Representative; Authority of Sellers' Representative 88
10.7 Expenses 89
10.8 Irrevocable Appointment 89

SECTION 11. TERMINATION. 89

11.1 Termination Events 89
11.2 Effect of Termination 89

SECTION 12. MISCELLANEOUS. 90

12.1 Amendment 90
12.2 Waiver 90
12.3 Specific Performance 90
12.4 Expenses 90
12.5 Notices 90
12.6 Binding Agreement; Assignment 91
12.7 Severability 91
12.8 Construction 91
12.9 Headings and Captions 93
12.10 Entire Agreement 93
12.11 Counterparts 93
12.12 Governing Law; Exclusive Jurisdiction; Waiver of Jury Trial 93
12.13 Parties in Interest 94
12.14 Press Releases and Announcements; Confidentiality 94
12.15 Release 95
12.16 Legal Representation 96
12.17 Non-Recourse 97

INDEX OF EXHIBITS AND APPENDICES

Exhibit A	–	Employment Agreements
Appendix I	–	Working Capital Accounting Principles
Appendix II	–	Payoff Indebtedness
Appendix III	–	Transaction Expenses
Appendix IV	–	Earnout Methodology

PURCHASE AGREEMENT AND PLAN OF MERGER

THIS PURCHASE AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made as of July 13, 2021, by and among (i) each Company (as defined herein), (ii) each Seller (as defined herein), (iii) Lissette Exposito, Frank Exposito, Lissette Exposito Irrevocable Trust and Dr. Paul R. Rosenstock (each, a "**Beneficial Owner**" and, collectively, the "**Beneficial Owners**"), (iv) Cano Health, LLC, a Florida limited liability company ("**Cano Health**"), (v) each of the Merger Subs (as defined herein), (vi) Cano Health, Inc., a Delaware corporation ("**CHI**") and (vii) Frank Exposito, in the capacity as Sellers' Representative ("**Sellers' Representative**").

WHEREAS, as of the date hereof and as of immediately prior to the Reorganization (as defined herein), the Beneficial Owners collectively own, directly or indirectly, 100% of the issued and outstanding Equity Interests of the Reorganizing Companies (such Equity Interests, the "**Reorganizing Company Securities**");

WHEREAS, prior to the Closing, the Beneficial Owners shall contribute, as applicable, (a) 100% of the issued and outstanding Equity Interests of Orange Care Management Services Organization LLC to Holdco I in exchange for 100% of the issued and outstanding Equity Interests of Holdco I, (b) 100% of the issued and outstanding Equity Interests of Orange Accountable Care Organization of South Florida LLC to Holdco II in exchange for 100% of the issued and outstanding Equity Interests of Holdco II, and (c) 100% of the issued and outstanding Equity Interests of Orange Accountable Care Organization LLC to Holdco III in exchange for 100% of the issued and outstanding Equity Interests of Holdco III (such contributions and exchanges, collectively, the "**Contributions**");

WHEREAS, immediately following, but on the same day as the Contributions, each New Holdco shall file an election, effective as of the date of filing, to cause each Reorganizing Company, as applicable, to be treated as a qualified Subchapter S subsidiary as of the date of the Contributions for U.S. federal and all applicable state income Tax purposes (each a "**Q-Sub Election**" and collectively, the "**Q-Sub Elections**"), with the Contributions and the Q-Sub Elections together intended to qualify as reorganizations under Revenue Ruling 2008-18 and Section 368(a)(1)(F) of the Code;

WHEREAS, at least one day following the date of the Contributions but prior to the Closing, each Reorganizing Company shall either (i) elect to be classified as a disregarded entity of the applicable New Holdco under Treasury Regulations Section 301.7701-3(c) (the "**DRE Election**") or (ii) be merged with and into a newly formed limited liability company under state law with such newly formed limited liability company surviving (the "**State Law Merger**", and together with the DRE Election, the Contributions and the Q-Sub Elections, the "**Reorganization**");

WHEREAS, following the Reorganization, the Purchase Sellers shall collectively own 100% of the issued and outstanding Reorganizing Company Securities and Orange Care Securities;

WHEREAS, at the Closing, the Purchase Sellers will sell to Cano Health, and Cano Health will purchase from such Purchase Sellers, the Reorganizing Company Securities and Orange Care Securities (the "**Equity Purchase**");

WHEREAS, the Merger Sellers collectively own 100% of the issued and outstanding Equity Interests of Orange Care Group South Florida Management Services Organization, LLC, a Florida limited liability company ("**Orange Care MSO**") and Orange Care IPA, LLC, a Florida limited liability company ("**Orange Care IPA**" and together with Orange Care MSO the "**Target Merger Companies**", and each, a "**Target Merger Company**," and such Equity Interests, the "**Target Merger Company Securities**");

WHEREAS, at the Closing, Merger Sub I-A shall be merged with and into Orange Care MSO, with Orange Care MSO as the surviving limited liability company (the "**First Step MSO Merger**"), and Merger Sub I-B shall be merged with and into Orange Care IPA, with Orange Care IPA as the surviving limited liability company (the "**First Step IPA Merger**" and together with the First Step MSO Merger, the "**First Step Mergers**"), in each case on the terms and subject to the conditions set forth herein;

WHEREAS, as a result of the First Step Merger, the Target Merger Company Securities shall be converted into the right to receive the Rollover Shares if, when, and to the extent distributable to the Merger Sellers in accordance with this Agreement, and the other consideration specified herein, upon the terms and subject to the conditions set forth herein and in accordance with the Allocation Schedule;

WHEREAS, immediately following the First Step Mergers, the First MSO Merger Surviving Company shall be merged with and into Merger Sub II-A, with Merger Sub II-A as the surviving limited liability company (the "**Second Step MSO Merger**"), and the First IPA Merger Surviving Company shall be merged with and into Merger Sub II-B, with Merger Sub II-B as the surviving limited liability company (the "**Second Step IPA Merger**" and together with the Second Step MSO Merger, the "**Second Step Mergers**", and the Second Step Mergers together with the First Step Mergers, the "**Mergers**"), in each case on the terms and subject to the conditions set forth herein;

WHEREAS, the boards of managers, boards of directors or managing member, as applicable, of each of CHI, Merger Sub I-A, Merger Sub I-B, Merger Sub II-A, Merger Sub II-B, Orange Care MSO and Orange Care IPA, believe it is advisable and in the best interests of each such entity and their respective equityholder(s), that CHI acquire the Target Merger Companies through the First Step Mergers and, as part of the same overall transaction, the surviving entities of the First Step Mergers consummating the Second Step Mergers, in each case, upon the terms and conditions set forth herein and in accordance with the applicable provisions of the Florida Revised Limited Liability Company Act (the "**FRLLCA**");

WHEREAS, prior to the Closing, Target Merger Companies shall have obtained a written consent of their respective equityholder(s) approving this Agreement, the Mergers and the transactions contemplated hereby in accordance with the FRLLCA;

WHEREAS, the First Step MSO Merger and the Second Step MSO Merger (collectively, the "**MSO Merger**") are together intended to qualify as a "reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986 and any successor statute, each as amended and in effect from time to time (the "**Code**") and the Treasury Regulations promulgated thereunder, the First Step IPA Merger and the Second Step IPA Merger (collectively, the "**IPA Merger**") are together intended to qualify as a "reorganization" within the meaning of Section 368 of the Code and the Treasury Regulations promulgated thereunder, and this Agreement is, and is hereby adopted as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, and as a further inducement to Buyers to enter into this Agreement, each of Frank Exposito and Lissette Exposito shall enter into an employment agreement with Cano Health, LLC, in the form attached hereto as Exhibit A (the "**Employment Agreements**");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS.

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"**401(k) Plan**" means the Orange Care Group 401(k) Profit Sharing Plan, as amended.

"**ACO**" or "**ACOs**" means one, more, or all of the following:

(a) Orange Accountable Care Organization of South Florida LLC, a Florida limited liability company;

(b) Orange Accountable Care Organization LLC, a Florida limited liability company; and

(c) Total Care ACO, LLC (d/b/a Orange Accountable Care New York LLC), a Delaware limited liability company ("**Total Care**").

"ACO Application Contacts" means the primary point of contact for the Sellers' and ACOs' applications to participate in MSSP.

"ACO Authorized to Sign" means the individual Person appointed by each ACO as an agent of the organization and vested by the ACO's governing body with the legal powers to commit the ACO to a binding agreement.

"**ACO Executive**" means the individual Person who holds an executive leadership office in each ACO and is vested by the ACO's governing body with the legal powers to commit the ACO to a binding agreement.

"**ACO Participation Agreement**" shall have as its meaning the definition of "participation agreement" set forth at 42 C.F.R. § 425.20.

"**Actual Adjustment**" means an amount (expressed as a positive or a negative number) equal to the Final Calculation of the Closing Cash Purchase Price *minus* the Closing Cash Purchase Price.

"**Affiliate**" means, with respect to any Person, any other Person controlling, controlled by or under common control with such particular Person, where "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

"**Allocation Schedule**" means the schedule setting forth the allocation of the Closing Cash Purchase Price and Rollover Shares among the Sellers, to be mutually agreed upon by the Parties prior to Closing.

"**Ancillary Agreements**" means each of the documents, certificates and instruments to be executed and delivered pursuant to or as contemplated by this Agreement, including the Employment Agreements and the Release Agreement.

"**Basic Track Level**" means Track 1+ Accountable Care Organization under the Medicare Shared Savings Plan.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in the State of New York.

"**Buyer Material Adverse Effect**" means any change, condition, fact, effect, event or occurrence that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on (a) the assets, liabilities, condition (financial or otherwise), business or results of operations of the Buyers, taken as a whole, or (b) the ability of Buyers to consummate the transactions contemplated hereby on a timely basis; provided, however, that none of the following shall be deemed in itself, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or would reasonably be expected to be, a Buyer Material Adverse Effect: (i) business, regulatory or other conditions that generally affect the sector in which the Buyers operate; (ii) general economic conditions, including changes in interest rates, currency exchange rates or the credit, debt or financial capital markets, securities markets, currency markets or other financial markets, in each case, in the United States or anywhere else in the world; (iii) any changes in, or actions required to be taken under, applicable Laws; (iv) the entry into this Agreement or the announcement of the transactions contemplated by this Agreement and the other agreements referenced herein; (v) any action taken by or at the request of any Seller, Company or Beneficial Owner or any of their Affiliates; (vi) any global, national or regional political conditions, including hostilities, acts of war, sabotage or terrorism or military actions or any escalation, worsening or diminution of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway; (vii) any hurricane, earthquake, flood, tsunami, tornado, mudslide, wild fire or other natural disaster and other force majeure events in the United States or any other country or region in the world; (viii) any epidemic, pandemic or disease outbreak (including COVID-19), or any Law issued by a Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization or an industry group providing for business closures, "sheltering-in-place," curfews or other restrictions that arise out of, an epidemic, pandemic or disease outbreak (including COVID-19); and (ix) any political or social conditions, civil unrest, protests, public demonstrations and the response of any Governmental Authority thereto or any escalation or worsening thereof; except to the extent that, in the case of the foregoing clauses (i), (ii), (iii), (vi), (vii), (viii) or (ix), such change, condition, fact, effect, event or occurrence disproportionately affects the Buyers as compared to other Persons or businesses that operate in the industry and in the markets in which the Buyers operate.

"**Buyers**" means collectively Cano Health, CHI and the Merger Subs.

"**Cash and Cash Equivalents**" means, as of any date, all cash, cash equivalents (including marketable securities and short-term investments) and cash deposits of the Company, determined in accordance with GAAP (net of outstanding checks delivered by the Company to any third party that have not been cashed as of the Closing Date).

"**CARES Act**" means the U.S. Coronavirus Aid, Relief, and Economic Security Act of 2020 (Public Law 116-136) and all rules, regulations and guidance issued by any governmental entity with respect thereto (including the U.S. Small Business Administration (the "**Small Business Administration**")), and any successor statute (including for the avoidance of doubt the Consolidated Appropriations Act of 2021, P.L. 116-260), in each case as in effect from time to time.

"**Cause**" means, with respect to each of Frank Exposito and Lissette Exposito, any one or more of the following: (a) conduct by such Person constituting a material act of misconduct in connection with the performance of such Person's duties, including, without limitation, misappropriation of funds or property of Cano Health or any of its Subsidiaries or Affiliates other than the occasional, customary and *de minimis* use of company property for personal purposes; (b) the conviction by such Person of, or plea of no contest to, any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (c) conduct by such Person that would reasonably be expected to result in material injury or reputational harm to Cano Health

or any of its Subsidiaries and Affiliates if such Person was retained in such Person's position; (d) continued willful non-performance by such Person of their duties under their Employment Agreement (other than by reason of such Person's physical or mental illness, incapacity or disability) which has continued for more than thirty (30) days following written notice of such non-performance from the chief executive officer of Cano Health or board of directors of CHI; (e) a material breach by such Person of any of the provisions contained in Section 5 of such Person's Employment Agreement; (f) a material violation by such Person of Cano Health's written policies; (g) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by Cano Health to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation; or (h) inability of such Person to perform their duties due to the habitual abuse of alcohol, illegal drugs, or illegal controlled substances.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time prior to the Closing Date, and any rules or regulations promulgated thereunder.

"**CHI Shares**" means shares of Class A common stock of CHI.

"**CHI Share Price**" shall mean, for any Trading Day, the closing price for one CHI Share, which shall be the last sale price, or in the case where no such sale takes place on such Trading Day, the average of the closing bid and ask prices, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange or other market on which CHI Shares are listed or admitted to trading, or, if on any such Trading Day no bids are quoted by any such organization, the closing bid and ask prices for the last date reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange or other market on which CHI Shares are listed or admitted to trading.

"**Closing Cash Purchase Price**" means an amount equal to: (a) $135,000,000; *minus* (b) the amount of Indebtedness of the Companies outstanding as of immediately prior to Closing; *minus* (c) the amount of Transaction Expenses as of immediately prior to Closing; *plus* (d) the amount of the Working Capital Adjustment Amount (which may be a positive or negative number).

"**CMS**" means the United States Centers for Medicare & Medicaid Services.

"CMS Liaison" means that individual Person at CMS who serves as each ACO's contact for communication between the ACO and CMS.

"**Company**" or "**Companies**" means any one or more of the following:

(a) Orange Care IPA of New Jersey LLC, a Florida limited liability company;

(b) Orange Care IPA of New York LLC, a Florida limited liability company;

(c) Orange Healthcare Administration, LLC, a Florida limited liability company;

(d) Orange Care Management Services Organization LLC, a Florida limited liability company;

(e) Orange Accountable Care Organization of South Florida LLC, a Florida limited liability company;

(f) Orange Accountable Care Organization LLC, a Florida limited liability company;

(g) Orange Care Group South Florida Management Services Organization, LLC, a Florida limited liability company;

(h) Orange Care IPA, LLC, a Florida limited liability company; and

(i) Total Care.

"**Company Employee Plan**" means: (a) an employee benefit plan within the meaning of Section 3(3) of ERISA whether or not subject to ERISA, (b) stock option plans, stock purchase plans, bonus or incentive plans, severance pay plans, programs or arrangements, deferred compensation arrangements or agreements, employment agreements, compensation plans, programs, agreements or arrangements, change in control plans, programs or arrangements, supplemental income arrangements, vacation plans, and all other employee benefit plans, agreements, and arrangements, not described in (a) above, and (c) plans or arrangements providing compensation to employee and non-employee directors, in each case in which any Company or any ERISA Affiliate sponsors, contributes to, or provides benefits under or through such plan, or has any obligation to contribute to or provide benefits under or through such plan, or if such plan provides benefits to or otherwise covers any current or former employee, officer or director of any Company or any ERISA Affiliate (or their spouses, dependents, or beneficiaries).

"**Company Intellectual Property**" means all Intellectual Property owned or purported to be owned by any Company, used or held for use by any Company or that was developed by or for any Company. "**Company Intellectual Property**" includes Company Patents, Company Marks, and Company Copyrights.

"**Company Material Adverse Effect**" means any change, condition, fact, effect, event or occurrence that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on (a) the assets, liabilities, condition (financial or otherwise), business or results of operations of the Companies, taken as a whole, or (b) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, that none of the following shall be deemed in itself, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or would reasonably be expected to be, a Company Material Adverse Effect: (i) business, regulatory or other conditions that generally affect the sector in which the Companies respectively operate; (ii) general economic conditions, including changes in interest rates, currency exchange rates or the credit, debt or financial capital markets, securities markets, currency markets or other financial markets, in each case, in the United States or anywhere else in the world; (iii) any changes in, or actions required to be taken under, applicable Laws; (iv) the entry into this Agreement or the announcement of the transactions contemplated by this Agreement and the other agreements referenced herein; (v) any action taken by or at the request of any Buyer or any of their Affiliates; (vi) any global, national or regional political conditions, including hostilities, acts of war, sabotage or terrorism or military actions or any escalation, worsening or diminution of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway; (vii) any hurricane, earthquake, flood, tsunami, tornado, mudslide, wild fire or other natural disaster and other force majeure events in the United States or any other country or region in the world; (viii) any epidemic, pandemic or disease outbreak (including COVID-19), or any Law issued by a Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization or an industry group providing for business closures, "sheltering-in-place," curfews or other restrictions that arise out of, an epidemic, pandemic or disease outbreak (including COVID-19); (ix) any political or social conditions, civil unrest, protests, public demonstrations and the response of any Governmental Authority thereto or any escalation or worsening thereof; and (x) any failure by any Company to meet any projections, forecasts or estimates of revenue or earnings; except to the extent that,

in the case of the foregoing clauses (i), (ii), (iii), (vi), (vii), (viii) or (ix), such change, condition, fact, effect, event or occurrence disproportionately affects the Companies as compared to other Persons or businesses that operate in the industry and in the markets in which the Companies operate.

"**Company Securities**" means the Reorganizing Company Securities, the Orange Care Securities and the Target Merger Company Securities.

"**Company IT Assets**" means any and all IT Assets used or held for use by any Company in connection with the operation of the business of any Company as previously conducted, as currently conducted or as currently proposed to be conducted.

"**Contract**" means any contract, license, sublicense, mortgage, purchase order, indenture, loan agreement, lease, sublease, agreement or instrument or any binding commitment to enter into any of the foregoing (in each case, whether written or oral) to which any Company is a party or by which any Company's assets are bound.

"**Cost Reports**" means all cost and other reports filed pursuant to the requirements of any Payment Program for payment or reimbursement of amounts due therefrom, including all related correspondence with Governmental Authorities or their agents, schedules, workpapers, notices of program reimbursement, revised notices of program reimbursement, final determinations, appeals and related decisions.

"**Copyrights**" has the meaning set forth in the definition of "**Intellectual Property**" contained in this Section 1.1.

"**COVID-19**" means SARS CoV-2 or COVID-19, and any evolutions, intensification, resurgence or mutations thereof, or related or associated epidemics, pandemics, disease outbreaks or public health emergencies.

"**COVID-19 Measures**" means any quarantine, "shelter in place," "stay at home," social distancing, sequester or other applicable Law, order, directive, guidelines or recommendations by any Governmental Authority in connection with or in response to COVID-19, as well as any shut down, closure, workforce reduction, layoff, furlough instituted in connection with or in response to COVID-19.

"**Debt Financing Sources**" means the financial institutions, agents, arrangers, and institutional investors that have committed to provide or arrange or otherwise have entered into agreements in connection with all or any part of the Debt Financing, including such Persons who are party to any debt commitment letter or any joinder agreements or credit agreements entered into pursuant thereto or relating thereto (together with their successors and assigns), together with their respective Affiliates, and such Persons' and such Persons' respective Affiliates' current and future equity holders, managers, members, officers, directors, employees, partners, controlling persons, agents and representatives and their respective successors and assigns (but excluding the Buyers or any Affiliate of the Buyers).

"**Disclosure Schedule**," "**Disclosure Schedules**" or "**Schedule**" means the Disclosure Schedules attached hereto and incorporated by reference herein, dated as of the date hereof, delivered by the Companies, the Sellers and the Beneficial Owners to Buyers in connection with this Agreement.

"**Environmental Requirements**" means all Laws and any judicial or administrative interpretation thereof, including all judicial and administrative orders and determinations, and all contractual obligations, in each case concerning public health and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release, threatened Release, control or cleanup of any

Hazardous Substances or hazardous or otherwise regulated materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, as the foregoing are enacted and in effect prior to or on the Closing Date.

"**Equity Interest(s)**" means, with respect to any Person, (a) any capital stock, partnership or membership interest, joint venture interest, unit of participation or other similar interest (however designated) in such Person and (b) any option, warrant, call, right (including purchase rights, conversion rights, exchange rights, preemptive rights, co-sale rights, rights of first refusal and similar rights) or other Contract which would entitle any other Person to acquire any such interest in such Person.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ERISA Affiliate**" means any entity, trade or business that is, or at any applicable time was, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes any Company.

"**Escrow Agent**" means Acquiom Clearinghouse, LLC.

"**Escrow Agreement**" means the Escrow Agreement to be executed by CHI, the Sellers' Representative and the Escrow Agent in a form reasonably acceptable to each of them in connection with the Closing.

"**Federal Health Care Program**" means all health benefit programs that are sponsored by a Governmental Authority and that any of the Companies participate in, whether pursuant to one or more Contracts with the applicable Governmental Authority or otherwise, including "Federal health care programs" as defined by 42 U.S.C. § 1320a-7b(f), Medicaid, Medicare, Medicare Advantage and TRICARE.

"**Fraud**" means (a) a false representation of material fact in the making of any representation or warranty in this Agreement or any Ancillary Agreement, (b) made with actual knowledge that such representation is false (excluding any representation (made affirmatively or by omission) made through negligence, gross negligence or recklessness), (c) with an intent to induce the Person to whom such representation or warranty is made to act or refrain from acting in reliance upon it, and (d) such Person reasonably relied on such representation or warranty to its detriment; provided, however, that for the avoidance of doubt, "Fraud" shall not include any type of constructive or equitable fraud.

"**Fundamental Representations**" means the representations and warranties contained in Section 3.1 (Organization and Qualification), Section 3.2 (Authority, Power and Enforceability), Section 3.3(b) (No Conflicts), Section 3.4(a)-(e) (Capitalization; Subsidiaries), Section 4.1 (Organization and Qualification), Section 4.2 (Authority, Power and Enforceability), Section 4.3(b) (No Conflicts), Section 4.4 (Title to Shares), Section 5.1 (Organization), Section 5.2 (Authority, Power and Enforceability) and Section 5.3(b) (No Conflicts).

"**GAAP**" means United States generally accepted accounting principles, consistently applied throughout the periods involved.

"**Governmental Authority**" means any federal, state, foreign, local or other governmental department, commission (including any professional accreditation organization or professional standards

setting organization), board, bureau, administrative or regulatory agency, or instrumentality, or any political subdivision thereof, or any court, commission, arbitrator, mediator or similar dispute resolution party.

"**Government Health Care Program**" means any Federal Health Care Program or any other health benefit program sponsored by a Governmental Authority in which any of the Companies participate.

"**Hazardous Substance**" means (a) substances that are defined or listed, in, or otherwise regulated pursuant to any applicable Laws as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," "pollutants," "contaminants," or any other similar term intended to define, list, or classify a substance by reason of such substance's ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, "EP toxicity" or adverse effect on human health or the environment, (b) oil, petroleum, natural gas, natural gas liquids, synthetic gas, drilling fluids and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (c) any explosives or any radioactive materials, (d) asbestos in any form, (e) polychlorinated biphenyls, (f) toxic mold, mycotoxins or microbial matter (naturally occurring or otherwise) and (g) infectious waste.

"**Health and Welfare Laws**" means, to the extent applicable to a particular Person, all Laws relating to the provision of health care services, including clinical primary care services, management service organizations, Independent Physician Association, Accountable Care Organizations, patient health information, patient abuse, the quality and medical necessity of medical care, rate setting, equipment, personnel, corporate practice of medicine, fee splitting, residential care, day and community-based programs, and for individuals with intellectual and developmental disabilities, personal assistance services, autism services, health care providers, residential facilities, participation in government programs, the practice of medicine, rehabilitation, or therapy, professional licensure, pharmacology and the securing, administering and dispensing of drugs, devices, medicines and controlled substances, medical documentation, physician orders, medical or clinical record retention, laboratory services, research, unprofessional conduct, corporate practice of medicine, fee-splitting, referrals, billing and submission of false or fraudulent claims, claims processing, quality, safety, medical necessity, privacy and security, patient confidentiality, informed consent, the hiring of employees or acquisition of services or supplies from Persons debarred, suspended, or excluded from participation in Government Health Care Programs, standards of care, quality assurance, risk management, utilization review, peer review, mandated reporting of incidents, occurrences, diseases and events and advertising or marketing of residential care or personal services, the licensure, certification, or qualification of a Company and any of its Subsidiaries or any assets, healthcare operational, healthcare regulatory and healthcare compliance matters of any Company, Government Health Care Program conditions of participation, and the provision of and payment for healthcare services provided by any Company and any of its Subsidiaries including: (a) all federal, state, and local health care-related kickback, self-referral, fraud and abuse and patient inducement Laws, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the False Claims Act (31 U.S.C. § 3729 et seq.), the federal criminal False Claims Act (18 U.S.C. § 287), the Florida False Claims Act (Fla. Stat. § 68.081), the Florida Patient Brokering Act (Fla. Stat. § 817.505) and Medicaid Antikickback Statute (Fla. Stat. § 409.920(2)(a)(5)), the Florida Medicaid Provider Fraud Statute (Fla. Stat. § 409.920), the New York False Claims Act (State Finance Law, Art. 13, §§ 187-194), the New York Antikickback Statute (N.Y. Soc. Serv. Law § 366-d), the New York Provider Compliance Program Law (the N.Y. Soc. Serv. Law § 363-d), the New York Self-Disclosure Laws (NYS PHL § 32(18) and NYCCR § 521(7)), the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), and the Exclusion Law (42 U.S.C. § 1320a-7, 42 U.S.C. § 1320a-7k(d)), the Eliminating Kickbacks in Recovery Act of 2018 (18 U.S.C. § 220), the Stark Law (42 U.S.C. § 1395nn, 42 C.F.R. §§ 411.350 et seq.), the Beneficiary Inducement Statute (42 U.S.C. § 1320a-7a(a)(5)), the Public Contracts Anti-Kickback Law (41 U.S.C. §§ 8701 et seq.), the U.S. Bribery Statute (18 U.S.C. § 666), the U.S. Health Care Fraud Statute (18 U.S.C. § 1347), the U.S. Controlled Substances Act (21 U.S.C. § 801), the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173), the Clinical Laboratory

Improvement Act (42 U.S.C. § 263a, et seq.), the Food, Drug and Cosmetic Act of 1938, the Prescription Drug Marketing Act of 1987, and the regulations promulgated pursuant to such statutes; (b) HIPAA (42 U.S.C. § 1320d et seq.), and other federal and state Laws governing information security and patient confidentiality and privacy, and the regulations promulgated thereunder; (c) Medicare (Title XVIII of the Social Security Act) and Medicaid (Title XIX of the Social Security Act) or other Government Health Care Programs, and the regulations promulgated thereunder; (d) the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Affordability Reconciliation Act of 2010, and the regulations promulgated thereunder; (e) applicable Laws regarding the professional standards of healthcare professionals; (f) Laws relating to fee splitting, anti-kickback, professional conduct, licensure, conflicts of interest, or the corporate practice of a learned profession or licensed healthcare profession; or the employment or contracting of such professionals; (g) any state requirements for business corporations or professional corporations or associations that provide medical services or practice medicine or related learned healthcare professions; (h) any Laws pertaining to standards of professional conduct, relating to the business of any Company and any of its Subsidiaries; (i) applicable Laws governing participation in Governmental Health Care Programs; any Laws pertaining to licensing, certification, accreditation and any other requirements relating to the provision of health care services or the billing, submission, or collection of claims or payments in connection with, any and all of the foregoing, by any Company and any of its Subsidiaries; (j) all implementing regulations, rules, ordinances, and orders related to any of the foregoing, and any similar Laws of all jurisdictions in which any Company currently conducts business or provides services; (k) all federal or state Laws relating to billing or claims for reimbursement submitted to any third-party payor; (l) any other federal or state Law relating to fraudulent, abusive or unlawful practices connected in any way with the provision of health care items or services, or the billing for or claims for reimbursement or payment for such items or services provided to a beneficiary of any state, federal or other governmental health care or health insurance program; (m) the MSSP and related regulations and CMS instructions; and (n) any and all other applicable health care Laws, each of (a) through (m) as may be amended from time to time.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and all Laws promulgated pursuant thereto or in connection therewith, including but not limited to the HIPAA Privacy Rule (45 C.F.R. § 164.500 et seq.).

"**Indebtedness**" means, with respect to any Person and without duplication, all outstanding obligations and liabilities of such Person in respect of: (a) all indebtedness for borrowed money; (b) any obligations evidenced by any note, bond (other than surety bonds, fidelity bonds or performance bonds), debenture or other debt security or other similar instruments; (c) letters of credit, surety bond, fidelity bond, performance bonds, bankers' acceptance or similar obligations or instruments, including any collateral obligations with respect thereto; (d) capitalized leases under GAAP; (e) any unpaid Taxes attributable to Pre-Closing Tax Periods; (f) the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise as obligor or otherwise, including earn-outs, holdbacks, royalties, deferred taxes, and similar deferred payment obligations (other than trade payables incurred in the ordinary course of business); (g) any retainers or similar payment obligations of such Person; (h) any amounts accrued or owed to any Person under any defined benefit pension, multiemployer pension, post-retirement health and welfare benefit, bonus arrangements, noncompetition arrangements, severance arrangements or any similar arrangements (together with the employer portion of any payroll or employment Taxes (including any such Taxes deferred pursuant to the CARES Act) associated with the foregoing); (i) any deferred or unearned revenue (together with the employer portion of any payroll or employment Taxes (including any such Taxes deferred pursuant to the CARES Act) associated with the foregoing); (j) all accrued but unpaid vacation and employee bonuses; (k) any amounts arising out of interest rate and currency swap and hedging arrangements; (l) any payables related to Affiliate Transactions (including, without limitation, with respect to any management fees payable from any Company to any Insider); (m) any service

fund deficit with Devoted Health; (n) any obligation which is secured by a Lien on any property or asset of such Person (whether or not such obligations are assumed by such Person); (o) all guarantees provided by such Person in respect of the Indebtedness or obligations referred to in clauses (a) through (n); and (p) all principal, any accrued and unpaid interest on, and any prepayment premiums, penalties, "make whole amounts," consent or other fees, breakage costs or similar contractual charges in respect of, any of the foregoing obligations computed as though payment is being made in respect thereof on the Closing Date, but only to the extent such amounts in this clause (p) are actually paid or payable in connection with prepayment of such obligations at the Closing; provided, however, that Indebtedness shall not include any Transaction Expenses.

"**Indemnified Taxes**" means: (a) Taxes of the Companies (including Taxes for which any Company is liable) with respect to Pre-Closing Tax Periods (including, for the avoidance of doubt, the portion of any Straddle Period ending on or before the Closing Date as determined pursuant to Section 7.2(g)); (b) Taxes of any member of an affiliated, consolidated, combined or unitary group of which any Company (or any predecessor thereof) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or non-U.S. Law; (c) Taxes of any Person (other than the Companies) imposed on any Company as a transferee or successor, by Contract or pursuant to any Law, which Taxes relate to an event or transaction occurring before the Closing; (d) Taxes resulting from any breach of covenants and agreements of any Seller (including Sellers' Representative) set forth in Section 7.2; (e) employment Taxes (including withholding Taxes) required to be paid or collected with respect to any payments contemplated by this Agreement or arising in connection with the transactions contemplated by this Agreement; (f) Taxes that the Companies have elected to defer pursuant to the CARES Act or IRS Notice 2020-65 (or any similar provision of federal, state, local or non-U.S. Law); (g) the Sellers' portion of any Transfer Taxes, and (h) any costs or expenses relating to any audit, contest or proceeding relating to any of the foregoing clauses (a) through (g).

"**Insurance Tail Policy**" means the irrevocable "tail" insurance policies obtained by Sellers at Sellers' expense for the benefit of each Person who at any time prior to or on the Closing Date is or was an officer, director, manager and/or direct or indirect equityholder of a Company (with respect to acts or omissions existing at or occurring at or prior to the Closing Date) with a coverage period of at least six (6) years from the Closing Date from an insurance carrier or carriers with the same or better credit rating as such Company's current insurance carrier or carriers with respect to directors' and officers' liability insurance.

"**Intellectual Property**" means any and all of the following, as they exist in any jurisdiction throughout the world and under any international treaties or conventions: (a) patents, patent applications of any kind and patent rights (collectively, "**Patents**"); (b) registered and unregistered trademarks, service marks, trade names, trade dress, corporate names, logos, packaging design, slogans and Internet domain names, rights to social media accounts, and other indicia of source, origin or quality, together with all goodwill associated with any of the foregoing, and registrations and applications for registration of any of the foregoing (collectively, "**Marks**"); (c) copyrights in both published and unpublished works (including all compilations, databases and computer programs, manuals and other documentation and all derivatives, translations, adaptations and combinations of the above) and registrations and applications for registration of any of the foregoing (collectively, "**Copyrights**"); (d) trade secrets and other confidential or proprietary information (including customer and supplier lists, customer and supplier records, pricing and cost information, reports, software development methodologies, technical information, proprietary business information, process technology, plans, drawings, blue prints, know-how, inventions and invention disclosures (whether or not patented or patentable and whether or not reduced to practice), ideas, research in progress, algorithms, data, databases, data collections, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, source code, source code documentation, testing procedures, testing results and business, financial, sales and marketing plans) and

rights under applicable trade secret Law in the foregoing (collectively, "**Trade Secrets**"); (e) rights of publicity and privacy and data protection rights; and (f) any and all other intellectual property rights and/or proprietary rights recognized by Law.

"**Interim Period**" means the period commencing on the date hereof and ending on the earlier to occur of the Closing or the termination of this Agreement pursuant to Section 11.

"**IT Assets**" means software (including object code, binary code, source code, libraries, routines, subroutines or other code, and including commercial, open-source and freeware software), systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation.

"**Knowledge of the Buyers**," "**to the Buyers' Knowledge**" and words and phrases of similar import mean the actual knowledge, after reasonable inquiry, of any of Marlow Hernandez, David Armstrong or John McGoohan.

"**Knowledge of the Companies**," "**to the Companies' Knowledge**" and words and phrases of similar import mean the actual knowledge, after reasonable inquiry, of any of Lissette Exposito, Frank Exposito, Michael Labinski or Rosenstock; provided that the actual knowledge, after reasonable inquiry, of Rosenstock shall only be attributed to Total Care and not any other Company.

"**Law**" means any federal, national, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law and Health and Welfare Laws), or any rule, mandatory policy or manual requirement of a Payment Program or industry self-regulatory organization.

"**Leased Real Property**" means, to the extent applicable to a particular Person, the real property leased, subleased or licensed by any Company as tenant, subtenant, licensee or other similar party, together with, to the extent leased, licensed or owned by any Company, all buildings and other structures, facilities or leasehold improvements, currently or hereafter located thereon, all fixtures, systems, equipment and items of personal property and other assets of every kind, nature and description of any Company located at or attached or appurtenant thereto and all easements, licenses, rights, options, privileges and appurtenances relating to any of the foregoing.

"**Letter of Intent**" means that certain letter agreement, dated March 26, 2021, by and between the Companies, the Sellers and Cano Health.

"**Liability**" means any liability, debt, obligation, deficiency, Tax, penalty, assessment, fine, claim, cause of action or other loss, fee, cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due and regardless of when asserted.

"**Lien**" means, with respect to any asset, any mortgage, lien, pledge, charge, claim, security interest, deeds of trust, bailment (in the nature of a pledge or for purposes of security), encroachments, licenses, lease, options, right of first refusal or first offer, right of way, easement, servitude, restriction, encumbrance or other transfer restrictions or securities interests of any kind in respect of such asset.

"**Losses**" (collectively) or "**Loss**" (individually) means all damages (including amounts paid in settlement), losses, obligations, Liabilities, deficiencies, costs (including court costs, reasonable fees of accountants and other experts and reasonable attorneys' fees, whether in respect of a third party claim or dispute between the Parties), Taxes, penalties, fines, fees, penalties, judgments, assessments, interest,

monetary sanctions and expenses incurred by an Indemnified Party, including expenses incident to investigating, responding to or defending any action or default, reasonable attorneys' fees and costs incurred to comply with injunctions and other court and agency orders, but excluding punitive damages (unless such punitive damages are claimed by a third party (including a Governmental Authority, but excluding an Affiliate of any Party)).

"**Marks**" has the meaning set forth in the definition of "Intellectual Property" contained in this Section 1.1.

"**Medicare Shared Savings Program**" or "**MSSP**" is a program established pursuant to Social Security Act § 1899 by CMS and implemented through regulations found at 42 C.F.R. Part 425.

"**Merger Sellers**" means collectively (and each individually a "**Merger Seller**") the following: (a) Frank Exposito; (b) Lissette Exposito; and (c) Lissette Exposito Irrevocable Trust.

"**Merger Subs**" means collectively Merger Sub I-A, Merger Sub I-B, Merger Sub II-A and Merger Sub II-B.

"**Merger Sub I-A**" means CHI Merger Sub I-A, a Florida limited liability company.

"**Merger Sub I-B**" means CHI Merger Sub I-B, a Florida limited liability company.

"**Merger Sub II-A**" means CHI Merger Sub II-A, a Florida limited liability company.

"**Merger Sub II-B**" means CHI Merger Sub II-B, a Florida limited liability company.

"**Minimum Savings Rate / Minimum Loss Rate**" means a savings/losses corridor that precludes shared savings and losses unless a specified percentage of the ACO's expenditure benchmark threshold is met with that MSR/MSL corridor for a one-sided ACO (no risk of loss) prescribed by CMS as a percentage of the ACO's expenditure benchmark with the percentage determined by CMS based on the number of beneficiaries assigned to the ACO and with the MSR/MSL corridor for a two-sided ACO (savings or losses) based upon an election made by the ACO at the beginning of its agreement period with CMS of either the percentage prescribed by CMS based on the number of beneficiaries assigned to the ACO or a percentage corridor between 0.0% and 2.0% of the ACO's expenditure benchmark with the exact percentage selected using intervals of 0.5%.

"**Multiemployer Plan**" shall have the meaning set forth in Section 3(37) of ERISA.

"**New Holdcos**" means collectively (and each individually a "**New Holdco**") the following:

(a) Orange Care Holdco I, LLC ("**Holdco I**");

(b) Orange Care Holdco II, LLC ("**Holdco II**"); and

(c) Orange Care Holdco III, LLC ("**Holdco III**").

"**Non-Recourse Party**" means, with respect to a Party, any of such Party's former, current and future equityholders, beneficiaries, controlling Persons, directors, officers, employees, advisors, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equityholder, beneficiary, controlling Person, director, officer, employee, advisor, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing),

in each case serving in such capacity; provided, however, that, for the avoidance of doubt, such Persons shall not be considered a Non-Recourse Party to the extent such Person is a Party as a Seller or a Beneficial Owner and to the extent this Agreement allows recovery against such Person in its capacity as a Party.

"Orange Care Securities" means the issued and outstanding Equity Interests of each of (a) Orange Care IPA of New Jersey LLC, a Florida limited liability company, (b) Orange Care IPA of New York LLC, a Florida limited liability company, (c) Orange Healthcare Administration, LLC, a Florida limited liability company, and (d) Total Care.

"**Order**" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority.

"**Pandemic Funding**" means the CARES Act, Medicare Accelerated and Advance Payment Programs, Provider Relief Funds, and any other COVID-19 or pandemic related funding, stimulus, advance, deferral or loan program, including small business loans made under the federal Paycheck Protection Program as provided in Section 7(a) of the Small Business Act of 1953, as amended by the CARES Act.

"**Parties**" means collectively the Companies, Sellers, Beneficial Owners, Cano Health, CHI, Sellers' Representative and, upon execution of joinders to this Agreement as contemplated herein, the Merger Subs.

"**Patents**" has the meaning set forth in the definition of "Intellectual Property" contained in this Section 1.1.

"**Payment Program**" means any Government Health Care Program and any health benefit program that is sponsored by any non-governmental payor, state health care program, private insurer, health maintenance organization, preferred provider organization, other prepaid plan, health care service plan or other third party payor to which any of the Companies submits claims for payment or reimbursement.

"**Payor**" means a private entity, whether an employer, third party administrator or insurer/managed care plan or Governmental Authority that pays, or is responsible for paying for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or a member of his or her family, employment benefit or on the basis of the patient's eligibility for federal, state, or local governmental benefits.

"**Permitted Liens**" means (a) with respect to real property, conditions, easements, covenants, restrictions, agreements, rights-of-way, encroachments, and other minor defects or irregularities or imperfections in title, if any, none of which, individually or in the aggregate, materially impairs the operations of the Companies or are reasonably likely to materially detract from the value, use, occupancy or marketability of, or materially impair or interfere with the existing use of, the property affected by such encumbrances or imperfections, (b) zoning, land use or similar ordinances, restrictions, by-laws and regulations of any Governmental Authority (including municipal by-laws and regulations, any airport zoning regulations, restrictive covenants and other land use limitations), none of which, individually or in the aggregate, materially impairs the operations of the Companies or the existing use, occupancy or value of such property, (c) Liens for Taxes not yet due and payable or which are due but are not delinquent or which are being contested in good faith by appropriate proceedings and for which adequate accruals have been established on the books and records of the Companies in accordance with GAAP, (d) statutory or contractual Liens of landlords or otherwise affecting the underlying freehold interest of any leased property, banks (and rights of set-off), of carriers, mechanics, repairmen, workmen and materialmen, and other Liens imposed by Law, in each case incurred in the ordinary course of business (i) for amounts not yet due or (ii) for amounts that are overdue and that are being contested in good faith by appropriate proceedings and for

which adequate accruals have been established on the books and records of the Companies in accordance with GAAP, (e) non-exclusive licenses of Intellectual Property, and (f) Liens arising in the ordinary course of business under worker's compensation, unemployment insurance, social security, retirement and similar legislation for amounts which are not yet due and payable.

"**Permits**" means, with respect to any Person, any license, franchise, permit, consent, approval, right, registration, qualification, accreditation, privilege, immunity, certificate or other similar authorization (including any license to operate a facility within or outside of the State of Florida, DEA certification, Medicare, Medicaid and other provider numbers) issued by, or otherwise granted by, any Governmental Authority, professional accreditation organization, professional standards setting organization or any other similar body, in each case to which or by which such Person is subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

"**Person**" means any individual, partnership, limited liability company, corporation, cooperative, association, joint stock company, trust, joint venture, unincorporated organization or Governmental Authority, body or entity or any department, agency or political subdivision thereof.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"**Privacy Laws**" means all Laws and industry self-regulatory programs concerning the collection, use, analysis, retention, storage, protection, transfer, disclosure and/or disposal of Personal Information including, to the extent applicable to the Companies, state consumer protection Laws, state breach notification Laws, state social security number protection Laws, HIPAA, the California Consumer Privacy Act of 2018 ("**CCPA**"), the California Confidentiality of Medical Information Act (CMIA), the Federal Trade Commission Act, the federal Privacy Act of 1974, the Telephone Consumer Protection Act, the CAN-SPAM Act, the Fair Credit Reporting Act and its state law equivalents, the California Online Privacy Protection Act, the California Consumer Privacy Act, the Massachusetts Data Security Regulations (201 CMR 17.00 et seq.) each as amended from time to time, as well as, to the extent applicable to the Companies, the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising, the Payment Card Industry Data Security Standard and all other requirements of the payment card brands and any state or federal Law or regulation or industry standard binding upon the Companies the purpose of which is to protect the privacy and/or security of Personal Information.

"**Pro Rata Share**" means, with respect to each Seller, the percentage listed next to such Seller's name on the Allocation Schedule.

"**Professional**" means any Person who is required under applicable Laws to hold a Permit in order to provide services or exercise his or her profession, including licensed healthcare providers.

"**Purchase Sellers**" means collectively (and each individually a "**Purchase Seller**") the following: (a) the New Holdcos; (b) Edison Holdings, LLC, a New York limited liability company ("**Edison**"); (c) Expert Health Care Holdings, LLC, a Florida limited liability company; (d) Frank Exposito; and (e) Lissette Exposito.

"**Release**" shall have the meaning set forth in CERCLA.

"**Release Agreement**" means the Release Agreement executed by the Sellers and the Beneficial Owners in a form reasonably acceptable to each of them in connection with the Closing.

"**Reorganizing Companies**" means collectively (and each individually a "**Reorganizing Company**") the following:

(a) Orange Care Management Services Organization LLC, a Florida limited liability company;

(b) Orange Accountable Care Organization of South Florida, LLC, a Florida limited liability company; and

(c) Orange Accountable Care Organization LLC, a Florida limited liability company.

"**Rollover Escrow Account**" means the account established pursuant to the Escrow Agreement for purposes of holding the Rollover Shares.

"**Rollover Shares**" means a number of CHI Shares equal to (x) $30,000,000 *divided by* (y) the Rollover Share Per Share Issuance Price.

"**Rollover Share Per Share Issuance Price**" means the average (arithmetic mean) CHI Share Price during the twenty (20) consecutive Trading Days preceding the Closing Date.

"**Sellers**" means collectively (and each individually a "**Seller**") each of the Merger Sellers and each of the Purchase Sellers.

"**Significant Change**" shall have as its meaning the definition of "significant change" as set forth at 42 C.F.R. § 425.214(a)(3).

"**Straddle Period**" shall mean any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"**Subsidiary**" or "**Subsidiaries**" means, (a) with respect to any Person, any corporation, association, partnership, limited liability company, trust or other entity of which more than fifty percent (50%) of the outstanding voting securities or other voting Equity Interests are owned, directly or indirectly, by the pertinent Person; and (b) for purposes of Section 3.13 and 3.26, any professional corporation, professional limited liability company, professional association, partnership or similar Person that directly or indirectly receives from any Company any management, administrative, or similar services related to the furnishing of professional services.

"**Tax**" or "**Taxes**" means, without limitation, any federal, state, local or foreign income, gross receipts, capital gains, franchise, alternative or add-on minimum, estimated, sales, use, goods and services, transfer, registration, value added, excise, imputed underpayment, natural resources, severance, stamp, occupation, premium, unclaimed property or escheat, windfall profit, environmental, customs, duties, real property, ad valorem, special assessment, personal property, capital stock, social security, unemployment, employment, disability, payroll, license, employee or other withholding, contributions or other tax, fee, duty or charge of any kind whatsoever, whether disputed or not, imposed by any Governmental Authority, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"**Tax Returns**" means any returns, declarations, reports, claims for refund, information returns or other documents (including any amendments, related or supporting schedules, statements or other information) filed or required to be filed in connection with the determination, assessment, collection or

payment of Taxes of any Party or the administration, implementation or enforcement of or compliance with any laws, regulations or administrative requirements relating to any Taxes.

"**Total Consideration**" means $165,000,000.

"**Trade Secrets**" has the meaning set forth in the definition of "**Intellectual Property**" contained in this Section 1.1.

"**Trading Day**" means a Business Day on which the New York Stock Exchange is open for trading.

"**Transaction Expenses**" means, without duplication of any amount included in Indebtedness or Working Capital, to the extent not paid prior to the Closing: (a) any Liabilities incurred by or on behalf of any Company or for which any Company is liable, in connection with the negotiation of the Letter of Intent, this Agreement, performance of such Person's and its pre-Closing Affiliates' obligations hereunder and thereunder including the Reorganization, the Mergers and the consummation of the transactions contemplated hereby and thereby, including fees, costs and expenses of attorneys, auditors, brokers, investment bankers, and any other third party advisors; (b) any change-of-control, retention, severance or similar payment or increased cost for which any Company is liable that is triggered in whole or in part by the transactions contemplated by this Agreement or the transactions contemplated hereby (including any amount payable under any Unit Rights Plan); (c) any Liability for which any Company is liable under deferred compensation plans, phantom stock plans, severance or bonus plans, or similar arrangements made payable in whole or in part as a result of the transactions contemplated herein; (d) the employer portion of any payroll Taxes associated with the foregoing for which any Company is liable (including any such Taxes deferred pursuant to the CARES Act); and (e) all costs, fees and expenses in connection with obtaining the Insurance Tail Policy.

"**Unit Rights Plans**" means (a) the Orange Accountable Care Organization, LLC 2018 Unit Rights Plan, (b) the Total Care ACO, LLC d/b/a Orange Accountable Care of New York 2020 Unit Rights Plan, and (c) the Orange Accountable Care of South Florida, LLC and Orange Accountable Care Organization of South Florida, LLC 2017 Unit Rights Plan, and any amendments to any of the foregoing.

"**Working Capital**" means a calculation of the aggregate current assets of the Companies *minus* the aggregate current liabilities of the Companies, in each case calculated as of 11:59 p.m. Eastern Time on the Closing Date in accordance with the Working Capital Accounting Principles.

"**Working Capital Accounting Principles**" means GAAP, as modified by the principles set forth on Appendix I, which shall be drafted by the Parties and attached hereto following the date hereof in a form reasonably acceptable to the Parties.

"**Working Capital Adjustment Amount**" means, as applicable: (a) if Working Capital is greater than the Working Capital Upper Target, an amount equal to Working Capital *minus* the Working Capital Upper Target; (b) if Working Capital is less than the Working Capital Lower Target, an amount equal to Working Capital *minus* the Working Capital Lower Target; or (c) if Working Capital is between the Working Capital Upper Target and the Working Capital Lower Target, an amount equal to zero dollars ($0.00).

"**Working Capital Lower Target**" means an amount to be mutually agreed upon by the Parties prior to Closing.

"**Working Capital Upper Target**" means an amount to be mutually agreed upon by the Parties prior to Closing.

1.2 Other Definitions. Each of the following defined terms has the meaning given such term in the Section set forth opposite such defined term:

Term	Section
2020 Reconciliation Payment Amount	2.10(h)(iii)
2021 Reconciliation Payment Amount	2.10(h)(iv)
ACH	2.7(i)(iii)
ACHPA	6.9
ACOs	6.1(c)
Additional SEC Reports	5.5(a)
Accelerated Shares	2.7(g)
Acceleration Date	2.7(g)
Affiliate Transactions	3.20
Agreement	Preamble
Allocation	7.2(b)
Applicable Limitation Date	9.1(a)
Articles of Organization	8.2(g)(ii)(A)
Articles of Merger	2.5
Auditor	2.7(e)
Base Balance Sheet	3.5(a)
Beneficial Owner	Preamble
Buyer Indemnified Parties	9.2(a)
Buyer Prepared Returns	7.2(c)(ii)
Causes of Action	12.17(a)
CHI	Preamble
Claim Notice	9.2(g)(i)
Closing	2.4
Closing Date	2.4
Closing Statement	2.9(b)
Code	Recitals
Company Contracts	3.10(b)
Company Copyrights	3.11(a)
Company Counsel	12.18
Company LLCA	8.2(g)(ii)(B)
Company Marks	3.11(a)
Company Patents	3.11(a)
Company Payment Programs	3.26(g)
Competing Transaction	6.6(b)
Confidential Information	7.1
Contingent Workers	3.16(a)
Contributions	Recitals
DEA	3.26(j)
Debt Financing	6.5(a)
Dispute Statement	9.2(g)(i)
DOC	3.23(a)
DOS	3.23(a)
DOT	3.23(a)
DRE Election	Recitals
End Date	11.1(b)(ii)
Eligible ACO Shared Savings Amounts	2.10(h)(ii)

Term	Section
Eligible IPA Amounts	2.10(h)(i)
Employment Agreements	Recitals
Estimated Statement	2.9(a)
Equity Purchase	Recitals
Exchange Act	5.5(b)
FRLLCA	Recitals
Final Calculation of the Closing Cash Purchase Price	2.9(b)
Financial Statements	3.5(a)
First IPA Merger Effective Time	2.5
First MSO Merger Effective Time	2.5
First Reconciliation Statement	2.10(a)
First Step Effective time	2.5
Indemnified Party	9.2(g)(i)
Indemnifying Party	9.2(g)(i)
Information Security Reviews	3.14(c)
Insiders	3.20
IPAs	2.10(h)(v)
Licenses In	3.11(a)
Licenses Out	3.11(a)
Material Consents	8.2(g)(x)
Material Payors	3.6
Material Suppliers	3.6
Mergers	Recitals
NBIs	6.7
OFAC	3.23(a)
OIG	Section 3.26(d)
Organizational Documents	8.2(g)(ii)(B)
OSHA	3.16(m)
Pass-Thru Returns	7.2(c)(i)
Payoff Indebtedness	2.6(a)
Personal Information	3.14(a)
Plan Resolutions	8.1(f)
Pre-Closing Returns	7.2(c)(i)
Privacy Requirements	3.14(a)
Privileged Materials	12.18
Privileges	12.18
Purchase Sellers	Recitals
Put Closing	2.7(h)
Put Notice	2.7(h)
Put Right	2.7(h)
Put Right Deadlines	2.7(h)
Put Right Purchase Price	2.7(h)
Put Shares	2.7(h)
Q-Sub Elections	Recitals
Released Parties	12.17(a)
Releasing Parties	12.17(a)
Reorganization	Recitals
Reorganizing Company Securities	Recitals

Term	Section
Representatives	12.16
Restricted Party	7.3(b)
Restricted Period	7.3(a)
Restricted Territory	7.3(c)
Revenues Methodology	Appendix IV
Revised Allocation	7.2(b)
S Corp Election	3.15(u)
SDNs	3.23(b)
SEC	5.5(a)
SEC Reports	5.5(a)
Second IPA Merger Effective Time	2.5
Second MSO Merger Effective time	2.5
Second Reconciliation Statement	2.10(b)
Second Step Effective Time	2.5
Seller	Preamble
Seller Indemnified Parties	9.2(c)
Seller Prepared Returns	7.2(c)(i)
Seller Securities	4.4(b)
Sellers' Representative	Preamble
State Law Merger	Recitals
Target Merger Companies	Recitals
Target Merger Company Securities	Recitals
Tax Contest	7.2(f)
Third Party Claim	9.2(g)(i)
Third Party IP	3.11(b)(iv)
Transfer Taxes	7.2(d)
Union	3.16(g)
WARN Act	3.16(h)

SECTION 2. THE TRANSACTION

2.1 Reorganization; Mergers; Purchase and Sale.

(a) Reorganization. Prior to the Closing Date, the Reorganizing Companies, Sellers and Beneficial Owners shall have taken such actions as are necessary to consummate the Reorganization.

(b) First Step Mergers.

(i) At the First MSO Merger Effective Time, and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the FRLLCA, Merger Sub I-A will be merged with and into Orange Care MSO, the separate corporate existence of Merger Sub I-A shall cease, and Orange Care MSO shall continue as the surviving corporation (the "**First MSO Merger Surviving Company**"). At the First MSO Merger Effective Time, the effect of the First Step MSO Merger shall be as provided in Section 2.2 and the applicable provisions of the FRLLCA.

(ii) At the First IPA Merger Effective Time, and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the FRLLCA, Merger Sub I-B

will be merged with and into Orange Care IPA, the separate corporate existence of Merger Sub I-B shall cease, and Orange Care IPA shall continue as the surviving corporation (the "**First IPA Merger Surviving Company**"). At the First IPA Merger Effective Time, the effect of the First Step IPA Merger shall be as provided in Section 2.2 and the applicable provisions of the FRLLCA.

(c) Second Step Mergers.

(i) At the Second MSO Merger Effective Time, and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the FRLLCA, Orange Care MSO will be merged with and into Merger Sub II-A, the separate corporate existence of Orange Care MSO shall cease, and Merger Sub II-A shall continue as the surviving corporation (the "**Second MSO Merger Surviving Company**"). At the Second MSO Merger Effective Time, the effect of the Second Step MSO Merger shall be as provided in Section 2.3 and the applicable provisions of the FRLLCA.

(ii) At the Second IPA Merger Effective Time, and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the FRLLCA, Orange Care IPA will be merged with and into Merger Sub II-B, the separate corporate existence of Orange Care IPA shall cease, and Merger Sub II-B shall continue as the surviving corporation (the "**Second IPA Merger Surviving Company**"). At the Second IPA Merger Effective Time, the effect of the Second Step IPA Merger shall be as provided in Section 2.3 and the applicable provisions of the FRLLCA.

(d) Purchase and Sale. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Cano Health shall purchase, acquire and accept from each of the Purchase Sellers, and each of the Purchase Sellers shall sell, transfer, assign, convey and deliver to Cano Health, all of the Reorganizing Company Securities and Orange Care Securities held by each such Purchase Seller, in each case free and clear of all Liens.

2.2 Effect of the First Step Mergers.

(a) Effect on Certificate of Formation, Limited Liability Company Agreement and Officers of the First Step Surviving Companies.

(i) At the First MSO Merger Effective Time, by virtue of the First Step MSO Merger and without any action on the part of any Party, the certificate of formation and limited liability company agreement of Merger Sub I-A as in effect immediately prior to the First MSO Merger Effective Time shall be the certificate of formation and limited liability company agreement of the First MSO Merger Surviving Company until thereafter amended, restated, repealed or otherwise modified as provided by the FRLLCA and by the terms of such certificate of formation and limited liability company agreement. The name of the First MSO Merger Surviving Corporation shall be "Orange Care Group South Florida Management Services Organization, LLC" and the certificate of formation of the First MSO Merger Surviving Company shall so provide.

(ii) At the First IPA Merger Effective Time, by virtue of the First Step IPA Merger and without any action on the part of any Party, the certificate of formation and limited liability company agreement of Merger Sub I-B as in effect immediately prior to the First IPA Merger Effective Time shall be the certificate of formation and limited liability company agreement of the First IPA Merger Surviving Company until thereafter amended, restated, repealed or otherwise modified as provided by the FRLLCA and by the terms of such certificate of formation and limited liability company agreement. The name of the First IPA Merger Surviving Company

shall be "Orange Care IPA, LLC" and the certificate of formation of the First IPA Merger Surviving Company shall so provide.

(iii) The officers of Merger Sub I-A immediately prior to the First MSO Merger Effective Time shall become the officers of the First MSO Merger Surviving Company immediately after the First MSO Merger Effective Time, each to hold such office in accordance with the provisions of the limited liability company agreement of the First MSO Merger Surviving Company.

(iv) The officers of Merger Sub I-B immediately prior to the First IPA Merger Effective Time shall become the officers of the First IPA Merger Surviving Company immediately after the First IPA Merger Effective Time, each to hold such office in accordance with the provisions of the limited liability company agreement of the First IPA Merger Surviving Company.

(b) Effect on Merger Sub I-A and Merger Sub I-B Equity Interests.

(i) At the First MSO Merger Effective Time, by virtue of the First Step MSO Merger and without any further action on the part of any Party, all of the issued and outstanding Equity Interests of Merger Sub I-A shall be converted into and become 100% of the issued and outstanding membership interests of the First MSO Merger Surviving Company.

(ii) At the First IPA Merger Effective Time, by virtue of the First Step IPA Merger and without any further action on the part of any Party, all of the issued and outstanding Equity Interests of Merger Sub I-B shall be converted into and become 100% of the issued and outstanding membership interests of the First IPA Merger Surviving Company.

(c) Effect on Target Merger Company Securities.

(i) At the First MSO Merger Effective Time, by virtue of the First Step MSO Merger and without any action on the part of any Party, all of the Equity Interests of Orange Care MSO issued and outstanding immediately prior to the First MSO Merger Effective Time shall be automatically cancelled, extinguished and converted into and become the right to receive (A) the portion of the Rollover Shares or Put Right Purchase Price, as applicable, set forth on the Allocation Schedule applicable to such Equity Interests of Orange Care MSO if, when and to the extent distributable to the Merger Sellers in accordance with Section 2.7 of this Agreement, (B) the portion of the Closing Cash Purchase Price set forth on the Allocation Schedule applicable to such Equity Interests of Orange Care MSO, and (C) a Pro Rata Share of: (i) any amounts paid to the Sellers pursuant to Section 2.9, and (ii) any amounts paid to the Sellers pursuant to Section 2.10.

(ii) At the First IPA Merger Effective Time, by virtue of the First Step IPA Merger and without any action on the part of any Party, all of the Equity Interests of Orange Care IPA issued and outstanding immediately prior to the First IPA Merger Effective Time shall be automatically cancelled, extinguished and converted into and become the right to receive (A) the portion of the Rollover Shares or Put Right Purchase Price set forth on the Allocation Schedule applicable to such Equity Interests of Orange Care IPA if, when and to the extent distributable to the Merger Sellers in accordance with Section 2.7 of this Agreement, (B) the portion of the Closing Cash Purchase Price set forth on the Allocation Schedule applicable to such Equity Interests of Orange Care IPA, and (C) a Pro Rata Share of: (i) any amounts paid to the Sellers pursuant to Section 2.9, and (ii) any amounts paid to the Sellers pursuant to Section 2.10.

(iii) The right to receive the consideration specified in Sections 2.2(c)(i) and 2.2(c)(ii) in respect of the Target Merger Company Securities in accordance with the terms hereof shall be deemed to be in full satisfaction of all rights pertaining to the Target Merger Company Securities, and, upon the First Step Effective Time, there shall be no further registration of transfers on the records of the First MSO Merger Surviving Company or First IPA Merger Surviving Company of Target Merger Company Securities which were outstanding immediately prior to the First Step Effective Time.

2.3 Effect of the Second Step Mergers.

(a) Effect on Certificate of Formation, Limited Liability Company Agreement and Officers of the First Step Surviving Companies.

(i) At the Second MSO Merger Effective Time, by virtue of the Second Step MSO Merger and without any action on the part of any Party, the certificate of formation and limited liability company agreement of Merger Sub II-A as in effect immediately prior to the Second MSO Merger Effective Time shall be the certificate of formation and limited liability company agreement of the Second MSO Merger Surviving Company until thereafter amended, restated, repealed or otherwise modified as provided by the FRLLCA and by the terms of such certificate of formation and limited liability company agreement. The name of the Second MSO Merger Surviving Corporation shall be "Orange Care Group South Florida Management Services Organization, LLC" and the certificate of formation of the Second MSO Merger Surviving Company shall so provide.

(ii) At the Second IPA Merger Effective Time, by virtue of the Second Step IPA Merger and without any action on the part of any Party, the certificate of formation and limited liability company agreement of Merger Sub II-B as in effect immediately prior to the Second IPA Merger Effective Time shall be the certificate of formation and limited liability company agreement of the Second IPA Merger Surviving Company until thereafter amended, restated, repealed or otherwise modified as provided by the FRLLCA and by the terms of such certificate of formation and limited liability company agreement. The name of the Second IPA Merger Surviving Company shall be "Orange Care IPA, LLC" and the certificate of formation of the Second IPA Merger Surviving Company shall so provide.

(b) Effect on Merger Sub II-A and Merger Sub II-B Equity Interests.

(i) At the Second MSO Merger Effective Time, by virtue of the Second Step MSO Merger and without any further action on the part of any Party, all of the issued and outstanding membership interests of Merger Sub II-A shall be converted into and become an equal share of issued and outstanding membership interests of the Second MSO Merger Surviving Company.

(ii) At the First IPA Merger Effective Time, by virtue of the First Step IPA Merger and without any further action on the part of any Party, all of the issued and outstanding membership interests of Merger Sub II-B shall be converted into and become an equal share of the issued and outstanding membership interests of the Second IPA Merger Surviving Company.

(c) Effect on First Step Surviving Company Equity Interests.

(i) At the Second MSO Merger Effective Time, by virtue of the Second Step MSO Merger and without any action on the part of any Party, all of the Equity Interests of the First

MSO Merger Surviving Company issued and outstanding immediately prior to the Second MSO Merger Effective Time shall be automatically cancelled, extinguished, retired and shall cease to exist.

(ii) At the Second IPA Merger Effective Time, by virtue of the Second Step IPA Merger and without any action on the part of any Party, all of the Equity Interests of the First IPA Merger Surviving Company issued and outstanding immediately prior to the Second IPA Merger Effective Time shall be automatically cancelled, extinguished, retired and shall cease to exist.

2.4 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place on the date which is four (4) Business Days following the date on which all conditions to Closing set forth in Section 8 have been satisfied or waived in accordance with their terms or such other time and place as agreed upon by the Parties (the "**Closing Date**") through the execution and exchange, via .pdf copies of originally signed documents, of the documents and agreements contemplated herein. The Closing shall be deemed to have occurred at 11:59 p.m. Eastern Time on the Closing Date.

2.5 Closing Actions. On the Closing Date, and upon the terms and subject to the conditions of this Agreement, the Parties shall cause the Mergers to be consummated by filing articles of merger for each of the First Step MSO Merger, the First Step IPA Merger and, following the First Step Effective Time, the Second Step MSO Merger and the Second Step IPA Merger (each an "**Articles of Merger**") with the Division of Corporations of the State of Florida, as required by, and executed in accordance with, the applicable provisions of the FRLLCA. The First Step MSO Merger shall become effective at such date and time as the respective Articles of Merger is filed with the Division of Corporations of the State of Florida. The date and time at which the First Step MSO Merger becomes effective is referred to in this Agreement as the "**First MSO Merger Effective Time**." The First Step IPA Merger shall become effective at such date and time as the respective Articles of Merger is filed with the Division of Corporations of the State of Florida. The date and time at which the First Step IPA Merger becomes effective is referred to in this Agreement as the "**First IPA Merger Effective Time**" and, together with the First MSO Merger Effective Time, the "**First Step Effective Time**." The Second Step MSO Merger shall become effective after the First Step MSO Merger at such date and time as the respective Articles of Merger is filed with the Division of Corporations of the State of Florida. The date and time at which the Second Step MSO Merger becomes effective is referred to in this Agreement as the "**Second MSO Merger Effective Time**." The Second Step IPA Merger shall become effective after the First Step IPA Merger at such date and time as the respective Articles of Merger is filed with the Division of Corporations of the State of Florida. The date and time at which the Second Step IPA Merger becomes effective is referred to in this Agreement as the "**Second IPA Merger Effective Time**" and, together with the Second MSO Merger Effective Time, the "**Second Step Effective Time**."

2.6 Payments at the Closing.

(a) Satisfaction of Indebtedness. At the Closing, the Buyers shall pay or cause to be paid, by wire transfer in immediately available funds, all amounts necessary to satisfy all Indebtedness of the Companies identified on Appendix II (the "**Payoff Indebtedness**") in accordance with Appendix II, which shall be delivered to the Buyers by the Sellers' Representative not less than two (2) Business Days prior to the Closing.

(b) Payment of Transaction Expenses. At the Closing, the Buyers shall pay or cause to be paid, by wire transfer in immediately available funds, all amounts necessary to pay the Transaction Expenses identified on Appendix III in accordance with Appendix III, which shall be delivered to the Buyers by the Sellers' Representative not less than two (2) Business Days prior to the Closing.

(c) Payment of Closing Cash Purchase Price. At the Closing, the Buyers shall pay or cause to be paid, by wire transfer in immediately available funds to an account or accounts designated in writing by the Sellers' Representative prior to the Closing, an aggregate amount in cash equal to the Closing Cash Purchase Price in accordance with the allocations set forth on the Allocation Schedule.

2.7 Issuance of Rollover Shares.

(a) Escrow Deposit of Rollover Shares. At the Closing, CHI shall deposit the Rollover Shares with the Escrow Agent, to be held by the Escrow Agent in the Rollover Escrow Account pursuant to the terms of the Escrow Agreement and this Section 2.7.

(b) First Earnout Statement. Within thirty (30) days after the later of CMS delivering to the ACOs the final reconciliation for performance year 2022 and August 31, 2023, the Buyers shall deliver to the Sellers' Representative a statement (the "**First Earnout Statement**") that shall set forth their good faith calculations of (i) 2022 Gross Shared Savings, (ii) 2022 Company EBITDA, (iii) ACO/DCE Membership for performance year 2022, (iv) the corresponding Earned Share Percentage for each of the foregoing and (v) the corresponding number of Initial Retained Shares. Upon delivery of the First Earnout Statement and until finalization of the First Earnout Statement, Buyers shall, and shall cause the Companies to, reasonably cooperate with the Sellers' Representative and its representatives in connection with its review of the First Earnout Statement and provide reasonable access to any background information and work papers reasonably requested by the Sellers' Representative that are necessary to support the calculations set forth in the First Earnout Statement.

(c) Second Earnout Statement. In the event that, upon final determination of the First Earnout Statement in accordance with this Section 2.7, the Earned Share Percentage set forth therein is less than 100%, then within thirty (30) days after the later of CMS delivering to the ACOs the final reconciliation for performance year 2023 and August 31, 2024, the Buyers shall deliver to the Sellers' Representative a statement (the "**Second Earnout Statement**" and together with the First Earnout Statement the "**Earnout Statements**" and each an "**Earnout Statement**") that shall set forth their good faith calculations of (i) ACO/DCE Membership for performance year 2023, (ii) the corresponding Earned Share Percentage based on the foregoing and (iii) the corresponding calculation of the Final Retained Shares. Upon delivery of the Second Earnout Statement and until finalization of the Second Earnout Statement, Buyers shall, and shall cause the Companies to, reasonably cooperate with the Sellers' Representative and its representatives in connection with its review of the Second Earnout Statement and provide reasonable access to any background information and work papers reasonably requested by the Sellers' Representative that are necessary to support the calculations set forth in the Second Earnout Statement.

(d) Dispute by the Sellers' Representative. The Sellers' Representative shall notify the Buyers in writing, within thirty (30) calendar days following receipt of the applicable Earnout Statement from the Buyers, whether the Sellers' Representative accepts the applicable Earnout Statement, including the calculation of the Initial Retained Shares or Final Retained Shares, as applicable, therein. If the Sellers' Representative notifies the Buyers that the Sellers' Representative does not accept the applicable Earnout Statement (or any component thereof), the Sellers' Representative shall include with such notice its reasons for such non-acceptance and the adjustments the Sellers' Representative believes should be made to the applicable Earnout Statement. In the event that the Sellers' Representative does not provide such notice of non-acceptance within such thirty (30) calendar day period, the Sellers' Representative shall be deemed to have accepted the applicable Earnout Statement (and all components thereof), which shall be final, binding and conclusive for all purposes hereunder. If the Sellers' Representative has submitted a notice of non-acceptance, then, thereafter, the Buyers, on the one hand, and the Sellers' Representative, on the other hand, shall negotiate in good faith with each other to reach an agreement in respect of the disputed portions of the

applicable Earnout Statement delivered by the Buyers to the Sellers' Representative for a period of thirty (30) Business Days following the Buyers' receipt of such notice of non-acceptance.

(e) Final Determination by Third Party. If the Buyers and the Sellers' Representative do not reach an agreement in respect of the applicable Earnout Statement within thirty (30) Business Days following the Buyers' receipt of a notice of non-acceptance from the Sellers' Representative as contemplated in Section 2.7(d), then the matter shall be referred to an independent accounting or financial consulting firm of nationally recognized standing as the Buyers and the Sellers' Representative shall mutually agree (the "**Auditor**") for final determination of any remaining disagreements in respect of the applicable Earnout Statement. The following provisions shall apply to such determination:

(i) Written Statements. The Buyers and the Sellers' Representative shall each promptly (and, in any event, within such time frame as enables the Auditor to make its final determination within the time frame set forth in Section 2.7(e)(ii)) prepare and deliver to the Auditor written statements on the matters in dispute in respect of the applicable Earnout Statement (attaching supporting documentation, including the Buyers' initial calculation of the applicable Earnout Statement and the Sellers' Representative's written notice of non-acceptance with all attachments thereto).

(ii) Timeline. The Parties shall request that the Auditor render its final determination with respect to the matters in dispute in the applicable Earnout Statement within sixty (60) calendar days after confirmation and acknowledgement of its appointment pursuant to this Section 2.7(e).

(iii) Auditor's Decision. In rendering its final written determination with respect to matters in dispute in the applicable Earnout Statement, the Auditor shall expressly state what adjustments are necessary, if any, to the applicable Earnout Statement proposed by the Buyers and delivered thereby to the Sellers' Representative along with a statement of reasons therefor. The Auditor shall act as an expert and not an arbitrator to determine, based upon the provisions of this Section 2.7, only the amounts of each component on the applicable Earnout Statement disputed and the determination of each such disputed amount shall be made in accordance with the procedures set forth in this Section 2.7 and, in any event shall be no less than the lesser of the amount claimed by either the Buyers or the Sellers' Representative, and shall be no greater than the greater of the amount claimed by either the Buyers or the Sellers' Representative.

(iv) Final and Binding Effect. The Auditor's final determination with respect to the applicable Earnout Statement, including the calculation of the number of Initial Retained Shares or Final Retained Shares, as applicable, shall be final and binding upon the Parties.

(v) Access to Information. The Buyers and the Sellers' Representative shall each promptly make available to the other Party and/or the Auditor, as applicable, all information in its possession or control and any personnel who prepared such information as may be reasonably required to enable the calculation of the applicable Earnout Statement, review and analysis thereof by the Parties and rendering of a final determination by the Auditor, as applicable.

(vi) Costs and Expenses. Except as set forth in the following sentence, the Buyers and the Sellers' Representative shall each pay their own costs and expenses incurred under this Section 2.7. The Sellers' Representative shall be responsible for that fraction of the fees and costs of the Auditor equal to (A) the absolute value of the difference between the Sellers' Representative's position with respect to the Earned Share Percentage on the applicable Earnout Statement and the Auditor's final determination with respect to the Earned Share Percentage over

(B) the absolute value of the difference between the Sellers' Representative's aggregate position with respect to the Earned Share Percentage on the applicable Earnout Statement and Buyer's position with respect to the Earned Share Percentage, and the Buyers shall be responsible for the remainder of such fees and costs.

(f) Release of Rollover Shares.

(i) First Release. Within twenty (20) Business Days following the final determination of First Earnout Statement in accordance with this Section 2.7, CHI and the Sellers' Representative shall, except as provided in Section 2.7(h), promptly deliver joint written instructions to the Escrow Agent directing the Escrow Agent to release from the Rollover Escrow Account the Initial Retained Shares to the Merger Sellers in accordance with the allocations set forth in the Allocation Schedule.

(ii) Second Release. Within twenty (20) Business Days following the final determination of Second Earnout Statement in accordance with this Section 2.7, CHI and the Sellers' Representative shall, except as provided in Section 2.7(h), promptly deliver joint written instructions to the Escrow Agent directing the Escrow Agent to (i) release from the Rollover Escrow Account to the Merger Sellers in accordance with the allocations set forth in the Allocation Schedule and (ii) release any CHI Shares remaining in the Rollover Escrow Account, after giving effect to the distribution of the Final Retained Shares to the Merger Sellers, to CHI. To the extent that the number of Rollover Shares has been "rounded down" in the calculation of the Final Retained Shares, the Buyers shall also pay or cause to be paid to the Sellers' Representative, for further distribution to the Merger Sellers, an amount of cash equal to the product obtained by multiplying (i) such fraction of a CHI Share that has been rounded down in the calculation of the Final Retained Shares by (ii) the CHI Share Price as of the day prior to the date that the Final Retained Shares are released from the Rollover Escrow Account.

(g) Acceleration of Rollover Shares. Notwithstanding anything in this Agreement to the contrary, in the event that, after the Closing and prior to the delivery of the Second Earnout Statement, (i) either Frank Exposito or Lissette Exposito are terminated from employment by Cano Health other than for Cause, (ii) the Buyers or their Affiliates cease to own and control, of record and beneficially, directly or indirectly, a majority of the outstanding Equity Interests of each of the Companies or cease to possess, directly or indirectly, the power to direct or cause the direction of the management and policies of any Company, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise or (iii) any of the Companies, directly or indirectly, sells or transfers all or any material portion of its assets to a Person or Persons that are not Affiliates of the Buyers (the earliest of such events described in clauses (i), (ii) and (iii) to occur, the "**Acceleration Date**"), one hundred percent (100%) of the Rollover Shares shall automatically be deemed earned by the Merger Sellers. Within twenty (20) Business Days following the Acceleration Date, CHI and the Sellers' Representative shall, except as provided in Section 2.7(h), promptly deliver joint written instructions to the Escrow Agent directing the Escrow Agent to release from the Rollover Escrow Account to the Merger Sellers in accordance with the allocations set forth in the Allocation Schedule the Rollover Shares less any Forfeited Indemnity Shares and Rollover Shares subject to a pending claim for indemnification pursuant to Section 9.2 (the "**Accelerated Shares**").

(h) Put Right.

(i) The Merger Sellers shall have the right to sell to the Buyers, and the Buyers shall be required to purchase, the Initial Retained Shares, the Final Retained Shares or the Accelerated Shares, if any, subject to the terms of this Section 2.7(g) (the "**Put Right**").

(ii) After receipt of an Earnout Statement or after the Acceleration Date, as applicable, the Merger Sellers may exercise the Put Right by delivering a written notice (a "**Put Notice**") to the Buyers indicating the Merger Sellers' decision to exercise such right with respect to the Initial Retained Shares, Final Retained Shares or Accelerated Shares (as applicable, the "**Put Shares**") no more than three (3) Business Days after the final determination of the number of such Initial Retained Shares, Final Retained Shares or Accelerated Shares, as applicable, in accordance with this Section 2.7 (the "**Put Right Deadlines**"). In the event that the Merger Sellers do not deliver a Put Notice on or prior to the applicable Put Right Deadline, the Put Right shall automatically be terminated with respect to the Initial Retained Shares, Final Retained Shares or Accelerated Shares, as applicable. The purchase price per share for the Put Shares upon exercise of the Put Right shall be equal to the Rollover Share Per Share Issuance Price (the "**Put Right Purchase Price**").

(iii) If the Merger Sellers timely submit a Put Notice with respect to the Put Right, the closing of the sale of the Put Shares (the "**Put Closing**") shall occur on such date as the Merger Sellers and the Company mutually agree, but in no event later than thirty (30) days after the Buyers' receipt of the applicable Put Notice. At the applicable Put Closing, (A) the Buyers shall pay or cause to be paid the full aggregate purchase price for the Put Shares by wire transfer of immediately available funds to the Sellers' Representative for further distribution to the Merger Sellers and (B) CHI and the Sellers' Representative shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to release from the Rollover Escrow Account to CHI the Put Shares.

(i) The capitalized terms set forth below shall be defined as follows:

(i) "**2022 Company EBITDA**" means the aggregate earnings before interest, taxes, depreciation and amortization that are generated solely by the Companies, in the aggregate, for the twelve (12) month period ended December 31, 2022 as each such entity exists on the Closing Date (but, for the sake of clarity, inclusive of any organic growth thereon), calculated on an accrual basis, and shall not include any earnings that are attributable to acquisitions by any Buyer or any of their respective Affiliates of any other business or practice that is consolidated with any of the Companies following the Closing; provided, however, that 2022 Company EBITDA shall be calculated (A) using the amount of operating expenses of the Companies reflected in the Financial Statements for calendar year 2020, excluding any payments to Professionals for performance year 2020 (but, for avoidance of doubt, including payments to Professionals for performance year 2022), (B) excluding Orange Care Management Services Organization LLC and Orange Healthcare Administration, LLC (also excluding, for avoidance of doubt, any expenses during calendar year 2020 attributable thereto) and (C) including DCE Retained Shared Savings for performance year 2022 minus the annualized DCE Retained Shared Savings for performance year 2021 (but in no event shall the amount described in this subclause (C) be less than zero (0));

(ii) "**2022 Gross Shared Savings**" means an aggregate amount equal to (x) gross shared savings revenue reported by CMS in each ACO's notice of savings determination for performance year 2022 *plus* (y) Net DCE Revenue for performance year 2022 *minus* (z) Net DCE Revenue for performance year 2021 multiplied by one and one-third;

(iii) "**ACO/DCE Membership**" means (x) the aggregate number of member lives in the ACOs for the applicable performance year, *plus* (y) the aggregate number of member lives in American Choice Healthcare, LLC ("**ACH**") for the applicable performance year, *minus* (y) eight thousand (8,000); provided that ACO/DCE Membership shall not include any member

lives in the ACOs that are attributable to acquisitions by any Buyer or any of their respective Affiliates following the Closing;

(iv) "**DCE Retained Shared Savings**" means Net DCE Revenue for the applicable performance year less payments to Professionals for such performance year;

(v) "**Earned Share Percentage**" means a percentage determined in accordance with the methodologies set forth on Appendix IV.

(vi) "**Final Retained Shares**" means a number (but not less than zero (0)) of Rollover Shares equal to (x) the product of (A) the Rollover Shares *times* (B) the Earned Share Percentage as set forth in the Second Earnout Statement (as finally determined in accordance with this Section 2.7) *minus* (y) any Forfeited Indemnity Shares, any Rollover Shares subject to a pending claim for indemnification pursuant to Section 9.2, and any Initial Retained Shares; provided, however, that the Buyers shall be permitted to round down the number of Initial Retained Shares, if any, to the nearest whole number in order to avoid releasing any fractional shares from the Rollover Escrow Account;

(vii) "**Initial Retained Shares**" means a number of Rollover Shares equal to (x) the product of (A) the Rollover Shares *times* (B) the highest Earned Share Percentage set forth in the First Earnout Statement (as finally determined in accordance with this Section 2.7) *minus* (y) any Forfeited Indemnity Shares and any Rollover Shares subject to a pending claim for indemnification pursuant to Section 9.2; provided, however, that the Buyers shall be permitted to round down the number of Initial Retained Shares, if any, to the nearest whole number in order to avoid releasing any fractional shares from the Rollover Escrow Account; and

(viii) "**Net DCE Revenue**" means the benchmark gross revenue of ACH, less medical expenses and CMS deductions (such as sequestration, administrative fees, quality discounts and the like deducted from ACH's gross revenue by CMS). For purposes of clarity, Net DCE Revenue is intended to be substantially equivalent to gross shared savings revenue in the accountable care organization context.

(j) Operation of the Business. The Sellers and the Beneficial Owners hereby agree that the Buyers shall have the right to operate the Companies and their respective businesses in any way that the Buyers deem appropriate in Buyers' sole discretion and that the Buyers shall have no obligation to operate the Companies or their respective businesses in order to achieve any Earned Share Percentage or release of the Initial Retained Shares or Final Retained Shares, as applicable. Notwithstanding anything in the foregoing, (i) the Buyers agree not to intentionally take any actions designed or having a principal purpose to, directly or indirectly, reduce the amount of the Initial Retained Shares or Final Retained Shares, as applicable, that shall be earned by the Merger Sellers and (ii) the Buyers shall maintain a financial reporting system that enables the Earned Share Percentage to be determined in accordance with this Section 2.7. The Sellers and the Beneficial Owners further acknowledge and agree that (w) the achievement of any Initial Retained Shares or Final Retained Shares, as applicable, is speculative and subject to numerous factors outside the control of the Buyers, (x) there is no assurance or guarantee that the Merger Sellers shall receive the Initial Retained Shares or Final Retained Shares and none of the Buyers or their Affiliates have promised or projected the number of Initial Retained Shares or Final Retained Shares that may be earned, (y) none of the Buyers owe any fiduciary duty or, except as expressly set forth in this Agreement, any express or implied duty to the Merger Sellers, and (z) the Buyers and the Sellers solely intend the express provisions of this Agreement to govern their contractual relationship with respect to the matters herein.

2.8 Allocation Schedule. The Companies, the Sellers, the Beneficial Owners and the Sellers' Representative each hereby agree that the Allocation Schedule shall govern the allocation of the Closing Cash Purchase Price and Rollover Shares among the Sellers and any payments contemplated by this Agreement, which Allocation Schedule shall be delivered to the Buyers by the Sellers' Representative not less than two (2) Business Days prior to the Closing (which Allocation Schedule shall be reasonably acceptable to the Buyers). The Companies, the Sellers and the Beneficial Owners acknowledge and agree that, to the extent that any allocation of payments provided for in this Agreement or on the Allocation Schedule is inconsistent with the organizational documents of the Companies or otherwise, then this Agreement, together with the Allocation Schedule, will be deemed to be an amendment to such applicable organizational documents, properly authorized and adopted pursuant to its terms and applicable Law. The Buyers and the Companies will be entitled to rely solely on the Allocation Schedule with respect to the amounts allocated and payable to the Sellers pursuant thereto and the determination of each Seller's Pro Rata Share. Once Buyers or the Companies have made (or caused to be made) any payments required to be made hereunder to Sellers' Representative in accordance with the Allocation Schedule, such payments shall constitute a complete discharge of the relevant payment obligation of Buyers hereunder to Sellers and the Beneficial Owners. No Buyer, Company nor any of their Affiliates will be liable for any Losses to any Person, including any Seller or any Beneficial Owner, for any inaccuracy, error or omission in the Allocation Schedule.

2.9 Purchase Price Adjustment.

(a) Estimated Calculation by the Companies. At least three (3) Business Days prior to the Closing Date, the Companies shall deliver to Buyers (i) a written statement (the "**Estimated Statement**") setting forth the Companies' good faith estimate of (A) the amount of Indebtedness of the Companies outstanding as of immediately prior to Closing (except that any Taxes included in the calculation of Indebtedness shall be determined as of the end of the Closing Date), (B) the amount of Transaction Expenses as of immediately prior to Closing, (C) the amount of Working Capital, and (D) the calculation of the Closing Cash Purchase Price based on the calculation of the foregoing amounts, in each case calculated without giving effect to the consummation of the transactions contemplated by this Agreement, and (ii) the Allocation Schedule. The Companies agree that they shall consider in good faith any comments to the Estimated Statement or the Allocation Schedule by the Buyers prior to the Closing.

(b) Post-Closing Calculation by Buyer. As soon as reasonably practicable following the Closing Date, and in any event within ninety (90) Business Days after the Closing Date, the Buyers shall prepare and deliver to the Sellers' Representative a written statement (the "**Closing Statement**") setting forth the Buyers' proposed calculation of (i) the amount of Indebtedness of the Companies outstanding as of immediately prior to Closing (except that any Taxes included in the calculation of Indebtedness shall be determined as of the end of the Closing Date); (ii) the amount of Transaction Expenses as of immediately prior to Closing; (iii) the amount of Working Capital; and (iv) a recalculation of the Closing Cash Purchase Price based on the calculation of the foregoing amounts, in each case calculated without giving effect to the consummation of the transactions contemplated by this Agreement; provided, however, that if Buyers do not deliver the Closing Statement to Sellers' Representative within ninety (90) Business Days after the Closing Date, the Estimated Statement shall be deemed final and the calculation of the Closing Cash Purchase Price therein shall be binding upon the Parties and not subject to dispute or review. The "**Final Calculation of the Closing Cash Purchase Price**" shall mean the recalculation of the Closing Cash Purchase Price using the Closing Statement as finally determined in accordance with this Section 2.9.

(c) Dispute by Sellers' Representative. The Sellers' Representative shall notify the Buyers in writing, within thirty (30) calendar days following receipt of the Closing Statement, whether the Sellers' Representative accepts the Closing Statement, including the calculation of the Final Calculation of

the Closing Cash Purchase Price. If the Sellers' Representative notifies the Buyers that the Sellers' Representative does not accept the Closing Statement (or any component thereof), the Sellers' Representative shall include with such notice its reasons for such non-acceptance and the adjustments the Sellers' Representative believes should be made to the Closing Statement. In the event that the Sellers' Representative does not provide such notice of non-acceptance within such thirty (30) calendar day period, the Sellers' Representative shall be deemed to have accepted the Closing Statement (and all components thereof), which shall be final, binding and conclusive for all purposes hereunder. If the Sellers' Representative has submitted a notice of non-acceptance, then, thereafter, the Buyers and the Sellers' Representative shall negotiate in good faith with each other to reach an agreement in respect of the disputed portions of the Closing Statement delivered by the Buyers to the Sellers' Representative for a period of thirty (30) Business Days following the Buyers' receipt of such notice of non-acceptance.

(d) Final Determination by Third Party. If the Buyers and the Sellers' Representative do not reach an agreement in respect of the Closing Statement within thirty (30) Business Days following the Buyers' receipt of a notice of non-acceptance from the Sellers' Representative as contemplated in Section 2.9(c), then the matter shall be referred to the Auditor for final determination of any remaining disagreements in respect of the Closing Statement. The following provisions shall apply to such determination:

(i) Written Statements. The Buyers and the Sellers' Representative shall each promptly (and, in any event, within such time frame as enables the Auditor to make its final determination within the time frame set forth in Section 2.9(d)(ii)) prepare and deliver to the Auditor written statements on the matters in dispute in respect of the Closing Statement (attaching supporting documentation, including the Buyers' initial calculation of the Closing Statement and the Sellers' Representative's written notice of non-acceptance with all attachments thereto).

(ii) Timeline. The Sellers' Representative and the Buyers shall request that the Auditor render its final determination with respect to the matters in dispute in the Closing Statement within sixty (60) calendar days after confirmation and acknowledgement of its appointment pursuant to this Section 2.9(d).

(iii) Auditor's Decision. In rendering its final written determination with respect to matters in dispute in the Closing Statement, the Auditor shall expressly state what adjustments are necessary, if any, to the Closing Statement proposed by the Buyers and delivered thereby to the Sellers' Representative pursuant to Section 2.9(b) along with a statement of reasons therefor. The Auditor shall act as an expert and not an arbitrator to determine, based upon the provisions of this Section 2.9, only the amounts of each component on the Closing Statement disputed and the determination of each such disputed amount shall be made in accordance with the procedures set forth in this Section 2.9 and, in any event shall be no less than the lesser of the amount claimed by either the Buyers or the Sellers' Representative, and shall be no greater than the greater of the amount claimed by either the Buyers or the Sellers' Representative.

(iv) Final and Binding Effect. The Auditor's final determination with respect to the Closing Statement, including the Final Calculation of the Closing Cash Purchase Price, shall be final and binding upon the Parties.

(v) Access to Information. The Buyers and the Sellers' Representative shall each promptly make available to the other Party and/or the Auditor, as applicable, all information in its possession or control and any personnel who prepared such information as may be reasonably required to enable the calculation of the Closing Statement, review and analysis thereof by the Parties and rendering of a final determination by the Auditor, as applicable.

(vi) Costs and Expenses. Except as set forth in the following sentence, the Buyers and the Sellers' Representative shall each pay their own costs and expenses incurred under this Section 2.9. The Sellers' Representative shall be responsible for that fraction of the fees and costs of the Auditor equal to (i) the absolute value of the difference between the Sellers' Representative's aggregate position with respect to the disputed amounts on the Closing Statement and the Auditor's final determination with respect to such disputed amounts over (ii) the absolute value of the difference between the Sellers' Representative's aggregate position with respect to the disputed amounts on the Closing Statement and the Buyer's aggregate position with respect to such disputed amounts, and the Buyers shall be responsible for the remainder of such fees and costs.

(e) Payment of Adjustment. In the event that the Closing Cash Purchase Price differs from the Final Calculation of the Closing Cash Purchase Price, a payment pursuant to this Section 2.9(e) shall be made as follows:

(i) If the Actual Adjustment is a positive amount, then the Buyers shall pay to the Sellers' Representative, for further distribution by the Sellers' Representative to the Sellers in accordance with each Seller's Pro Rata Share, an amount equal to the Actual Adjustment.

(ii) If the Actual Adjustment is a negative amount, then the Sellers, on a several and not joint basis, shall pay to Cano Health (or its designee) an aggregate amount equal to the absolute value of such Actual Adjustment.

(f) Any Actual Adjustment payable by any Party pursuant to this Section 2.9 shall be paid promptly by the Party required to pay such Actual Adjustment, but in no event later than five (5) Business Days following the date on which the Final Calculation of the Closing Cash Purchase Price becomes binding pursuant to this Section 2.9. Payment by any Party of the Actual Adjustment, or any portion thereof, shall be made in immediately available funds via wire transfer to an account(s) designated in writing by the Party entitled to receive such payment.

2.10 Post-Closing Reconciliation Payments.

(a) First Post-Closing Reconciliation Payment. Within thirty (30) days after the later of CMS delivering to the ACOs the final reconciliations for performance year 2020 and August 31, 2021, the Buyers shall deliver to the Sellers' Representative a statement (the "**First Reconciliation Statement**") setting forth the Buyers' good faith calculation of the 2020 Reconciliation Payment Amount. Within five (5) Business Days after the determination of the final 2020 Reconciliation Payment Amount in accordance with this Section 2.10, the Buyers shall pay to the Sellers' Representative for further distribution by the Sellers' Representative to the Sellers in accordance with each Seller's Pro Rata Share, the 2020 Reconciliation Payment Amount.

(b) Second Post-Closing Reconciliation Payment. Within thirty (30) days after the later of CMS delivering to the ACOs the final reconciliations for performance year 2021 and August 31, 2022, the Buyers shall deliver to the Sellers' Representative a statement (the "**Second Reconciliation Statement**") setting forth the Buyers' good faith calculation of the 2021 Reconciliation Payment Amount. Within five (5) Business Days after the determination of the final 2021 Reconciliation Payment Amount in accordance with this Section 2.10, the Buyers shall pay to the Sellers' Representative for further distribution by the Sellers' Representative to the Sellers in accordance with each Seller's Pro Rata Share, the 2021 Reconciliation Payment Amount.

(c) Upon delivery of the First Reconciliation Statement or Second Reconciliation Statement, as applicable, and until the finalization thereof, Buyers shall, and shall cause the Companies to,

reasonably cooperate with the Sellers' Representative and its representatives in connection with its review of such First Reconciliation Statement or Second Reconciliation Statement and provide reasonable access to any background information and work papers reasonably requested by the Sellers' Representative that are necessary to support the calculations set forth in such First Reconciliation Statement or Second Reconciliation Statement.

(d) Dispute by the Sellers' Representative. The Sellers' Representative shall notify the Buyers in writing, within thirty (30) calendar days following receipt of the First Reconciliation Statement or the Second Reconciliation Statement, as applicable, from the Buyers, whether the Sellers' Representative accepts the First Reconciliation Statement or Second Reconciliation Statement, as applicable. If the Sellers' Representative notifies the Buyers that the Sellers' Representative does not accept the First Reconciliation Statement or Second Reconciliation Statement, as applicable, the Sellers' Representative shall include with such notice its reasons for such non-acceptance and the adjustments the Sellers' Representative believes should be made to the First Reconciliation Statement or Second Reconciliation Statement, as applicable. In the event that the Sellers' Representative does not provide such notice of non-acceptance within such thirty (30) Business Day period, the Sellers' Representative shall be deemed to have accepted the First Reconciliation Statement or Second Reconciliation Statement, as applicable, which shall be final, binding and conclusive for all purposes hereunder. If the Sellers' Representative has submitted a notice of non-acceptance, then, thereafter, the Buyers, on the one hand, and the Sellers' Representative, on the other hand, shall negotiate in good faith with each other to reach an agreement in respect of the disputed portions of the First Reconciliation Statement or Second Reconciliation Statement, as applicable, delivered by the Buyers to the Sellers' Representative for a period of thirty (30) Business Days following the Buyers' receipt of such notice of non-acceptance, and the Buyers shall promptly make available to the Sellers' Representative all information in their possession or control and any personnel who prepared such information as may be reasonably required to enable the calculation of the First Reconciliation Statement or Second Reconciliation Statement, as applicable, review and analysis thereof by the Sellers' Representative.

(e) Final Determination by Third Party. If the Buyers and the Sellers' Representative do not reach an agreement in respect of the First Reconciliation Statement or Second Reconciliation Statement, as applicable, within thirty (30) Business Days following the Buyers' receipt of a notice of non-acceptance from the Sellers' Representative as contemplated in Section 2.10(d), then the matter shall be referred to the Auditor for final determination of any remaining disagreements in respect of the Earnout Statement. The following provisions shall apply to such determination:

(i) Written Statements. The Buyers and the Sellers' Representative shall each promptly (and, in any event, within such time frame as enables the Auditor to make its final determination within the time frame set forth in Section 2.10(e)(ii)) prepare and deliver to the Auditor written statements on the matters in dispute in respect of the First Reconciliation Statement or Second Reconciliation Statement, as applicable (attaching supporting documentation, including the Buyers' initial calculation of the First Reconciliation Statement or Second Reconciliation Statement, as applicable, and the Sellers' Representative's written notice of non-acceptance with all attachments thereto).

(ii) Timeline. The Parties shall request that the Auditor render its final determination with respect to the matters in dispute in the First Reconciliation Statement or Second Reconciliation Statement, as applicable, within sixty (60) calendar days after confirmation and acknowledgement of its appointment pursuant to this Section 2.10(e).

(iii) Auditor's Decision. In rendering its final written determination with respect to matters in dispute in the First Reconciliation Statement or Second Reconciliation Statement, as applicable, the Auditor shall expressly state what adjustments are necessary, if any,

to the First Reconciliation Statement or Second Reconciliation Statement, as applicable, proposed by the Buyers and delivered thereby to the Sellers' Representative pursuant to Section 2.10(a) or (b) along with a statement of reasons therefor. The Auditor shall act as an expert and not an arbitrator to determine, based upon the provisions of this Section 2.10, only the amounts of the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount, as applicable, and the determination of each such disputed amount shall be made in accordance with the procedures set forth in this Section 2.10 and, in any event shall be no less than the lesser of the amount claimed by either the Buyers or the Sellers' Representative, and shall be no greater than the greater of the amount claimed by either the Buyers or the Sellers' Representative.

(iv) Final and Binding Effect. The Auditor's final determination with respect to the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount, as applicable, shall be final and binding upon the Parties.

(f) Access to Information. The Buyers and the Sellers' Representative shall each promptly make available to the other Party and/or the Auditor, as applicable, all information in its possession or control and any personnel who prepared such information as may be reasonably required to enable the calculation of the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount, as applicable, review and analysis thereof by the Parties and rendering of a final determination by the Auditor, as applicable.

(g) Costs and Expenses. Except as set forth in the following sentence, the Buyers and the Sellers' Representative shall each pay their own costs and expenses incurred under this Section 2.10. The Sellers' Representative shall be responsible for that fraction of the fees and costs of the Auditor equal to (i) the absolute value of the difference between the Sellers' Representative's position with respect to the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount, as applicable, and the Auditor's final determination with respect to the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount, as applicable, over (ii) the absolute value of the difference between the Sellers' Representative's aggregate position with respect to the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount, as applicable, and Buyer's position with respect to the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount, as applicable, and the Buyers shall be responsible for the remainder of such fees and costs.

(h) For purposes of this Section 2.10, the capitalized terms set forth below shall be defined as follows:

(i) "**Eligible IPA Amounts**" means the aggregate amount each IPA may retain from income generated for the applicable calendar year in accordance with each such IPA's governing documents and participating provider agreements;

(ii) "**Eligible ACO Shared Savings Amounts**" means, with respect to the applicable period, the aggregate amount payable to each the of the ACOs in accordance with the shared savings distribution provisions of the applicable ACO Participating Provider Agreement entered into by each such ACO with its participating providers governing the applicable performance year;

(iii) "**2020 Reconciliation Payment Amount**" shall mean an amount equal to (A) the Eligible ACO Shared Savings Amounts with respect to performance year 2020 *plus* (B) the Eligible IPA Amounts with respect to calendar year 2020, in each case solely to the extent that such amounts relate to dates of service between January 1, 2020 and December 31, 2020 and are actually received by the ACOs or IPAs, as applicable, *minus* (C) any amounts paid to Professionals who

participate in providing care to ACO Medicare enrollees or plan members of contracted commercial health plans on behalf of any IPA; provided, however, that (x) for purposes of such calculation in the foregoing subclause (C), the amounts paid to Professionals shall be deemed to not exceed the amounts that are required to be paid to such Professionals pursuant to the applicable participating provider agreements in place with such Professionals as those agreements exist as of the Closing, and (y) the 2020 Reconciliation Payment Amount shall be calculated without duplication of any amounts that were already paid to any of the Companies or the Sellers as of the Closing;

(iv) "**2021 Reconciliation Payment Amount**" shall mean an amount equal to (A) the Eligible ACO Shared Savings Amounts with respect to performance year 2021 *plus* (B) the Eligible IPA Amounts with respect to calendar year 2021, in each case solely to the extent that such amounts relate to dates of service between January 1, 2021 and the day prior to the Closing Date and are actually received by the ACOs or IPAs, as applicable, *minus* (C) any amounts paid to Professionals who participate in providing care to ACO Medicare enrollees or plan members of contracted commercial health plans on behalf of any IPA; provided, however, that (x) for purposes of such calculation in the foregoing subclause (C), the amounts paid to Professionals shall be deemed to not exceed the amounts that are required to be paid to such Professionals pursuant to the applicable participating provider agreements in place with such Professionals as those agreements exist as of the Closing, and (y) the 2021 Reconciliation Payment Amount shall be calculated without duplication of any amounts included in the calculation of the 2020 Reconciliation Payment Amount and shall not include any amounts that were already paid to any of the Companies or the Sellers as of the Closing; and

(v) "**IPA**" or "**IPAs**" means one, more, or all of the following:

(A) Orange Care IPA of New Jersey, LLC;

(B) Orange Care IPA of New York, LLC; and

(C) Orange Care IPA.

(i) Notwithstanding anything herein to the contrary, to the extent that CMS or any other Payor reduces, reverses, challenges, nullifies or otherwise negates any payment that was made to any of the Companies for any period prior to the Closing or with respect to dates of service prior to the Closing, or to the extent that any of the Companies failed to pay any MSSP shared losses with respect to any period prior to the Closing, then the negation of any such payment or any such MSSP shared losses shall be treated as "Losses" suffered by the Buyer Indemnified Parties for all purposes hereunder (and, for the sake of clarity, to the extent that any such negated payment or item is included in the calculation of the 2020 Reconciliation Payment Amount or the 2021 Reconciliation Payment Amount, then the resulting Losses shall be calculated on a dollar for dollar basis in an amount equal to that which any such payment was accounted for or credited in the calculation of the 2020 Reconciliation Payment Amount or 2021 Reconciliation Payment Amount as applicable).

2.11 Withholding. After consulting with the Sellers' Representative in good faith, Buyers and the Companies (and any of its or their respective Affiliates) shall be entitled to deduct and withhold from any amounts payable under this Agreement such amounts as Buyers or the Companies (or any of its or their respective Affiliates) are required to deduct and withhold with respect to the making of such payment under the Code or any provision of applicable Law. To the extent that amounts payable to a recipient are so withheld by Buyers or the Companies (or any of their respective Affiliates), such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the recipient to the extent that such amounts have been paid to the appropriate Governmental Authority.

SECTION 3.REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANIES.

Subject to such exceptions as are set forth in the Disclosure Schedules, the Companies, the Sellers and the Beneficial Owners, jointly and severally, hereby represent and warrant to Buyers (provided, however, that Rosenstock makes representations and warranties only to the extent that they relate to Rosenstock, Edison or Total Care), as of the date hereof and as of the Closing, that:

3.1 Organization and Qualification. Each Company is an entity duly formed or incorporated, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation, as applicable. Each Company is duly licensed or qualified to do business and is in good standing in the respective jurisdictions set forth beside such Company's name on Schedule 3.1, which jurisdictions constitute all of the jurisdictions in which the ownership of properties or the conduct and nature of its business requires it to be so licensed, qualified and/or in good standing. Each Company has the requisite organizational power and authority to own, lease, operate and use its assets and properties and to carry on its business as now conducted and currently proposed to be conducted. No Company is in or has been since January 1, 2018, in default under or in violation of any provision of its organizational documents, as amended and currently in effect.

3.2 Authority, Power and Enforceability. Each Company has all requisite power and authority to execute and deliver this Agreement and the applicable Ancillary Agreements and to consummate the transactions contemplated hereunder and thereunder and to perform its obligations hereunder and thereunder. This Agreement has been and each Ancillary Agreement to which each Company is or will be a party will be duly executed and delivered by such Company, and assuming that this Agreement and each of the Ancillary Agreements is a valid and binding obligation of the other Parties hereto and thereto, this Agreement constitutes, and each of the Ancillary Agreements when so executed and delivered will constitute, a legal, valid and binding obligation of the Company that is a party thereto, enforceable against such Company in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity. The execution, delivery and performance of this Agreement and the Ancillary Agreements have been duly authorized by each Company. No other proceedings on the part of the Companies are necessary to approve and authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby.

3.3 No Conflicts; Required Filings and Consents. Except as set forth on Schedule 3.3, the execution, delivery and performance by each Company of this Agreement and the Ancillary Agreements and the performance by such Company of the transactions contemplated by this Agreement and the Ancillary Agreements do not and will not (a) contravene, require any consent or notice under or violate or result in a violation of, conflict with or constitute or result in a breach or default (whether after the giving of notice, lapse of time or both) under, accelerate any obligation under, or give rise to a right of acceleration, cancellation or termination of, or result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets of any Company pursuant to, any Contract, agreement, obligation, Permit, license or authorization to which any Company is a party or by which its assets are bound; (b) contravene, require any consent or notice under or violate or result in a violation of, conflict with or constitute or result in a breach or default (whether after the giving of notice, lapse of time or both) under, or accelerate any obligation under, any provision of any Company's organizational documents; (c) contravene or violate or result in a violation of, or constitute a breach or default (whether after the giving of notice, lapse of time or both) under, any provision of any Law or any judgment or order of, or any restriction imposed by, any court or Governmental Authority applicable to any Company; or (d) require from any Company any notice to, declaration or filing with, or consent or approval of, any Governmental Authority.

3.4 Capitalization; Subsidiaries.

(a) Schedule 3.4(a) sets forth a true, correct and complete list of the number and class or series (as applicable) of all the authorized, issued and outstanding Equity Interests of each Company, including the identity of the Persons that are the legal, record and beneficial owners thereof. All of the Equity Interests of each Company have been duly authorized, were validly issued, fully paid (as applicable), are free and clear of any and all Liens (other than any restrictions under the Securities Act of 1933, as amended, any applicable state securities laws) and have been offered, issued, transferred, repurchased, sold and delivered in compliance with applicable federal and state securities Laws and the organizational documents of such Company.

(b) Except for the Company Securities, no voting or non-voting units, other Equity Interests or other voting securities of each Company are issued, reserved for issuance or outstanding. None of the Company Securities is subject to any purchase option, call option, right of first refusal, first offer, co-sale or participation, preemptive right, subscription right or any similar right. Except for the organizational documents of each Company, there are no documents, instruments or agreements relating to the voting of any Company Securities.

(c) Except as set forth on Schedule 3.4(c), no Company owns or holds (of record, beneficially, legally or otherwise), directly or indirectly, any Equity Interests in any other Person or the right to acquire any such Equity Interests, and no Company is a partner or member of any partnership, limited liability company or joint venture.

(d) Except as described in Sections 3.4(a) and (c) or as set forth on Schedule 3.4(d), there are no existing, authorized, issued or outstanding securities, options, warrants, calls, rights (including conversion rights, preemptive rights, co-sale rights, rights of first refusal and similar rights), convertible or exchangeable securities or Contracts or obligations of any kind (contingent or otherwise) to which any Company or, to the Knowledge of the Companies, any equityholder of any of the Companies, is a party or by which it is bound obligating any Company, directly or indirectly, to issue, deliver or sell, or cause to be issued, delivered or sold, additional Equity Interests of any Company. There are no outstanding obligations of any Company (contingent or otherwise) to (i) repurchase, redeem or otherwise acquire, directly or indirectly, any Equity Interests of any Company or (ii) make any investment (in the form of a loan, capital contribution or otherwise) in, or to provide any guarantee with respect to the obligations of, any Person. Except as set forth on Schedule 3.4(d), there are no equity-appreciation rights, "phantom" equity rights, profit participation rights or other Contracts or obligations of any character (contingent or otherwise) pursuant to which any Person is or may be entitled to receive any payment or other value based on the revenues, earnings or financial performance, equity value or other attribute of any Company or its business or assets or calculated in accordance therewith.

(e) There are no owners of any bonds, debentures, notes or other Indebtedness of any Company having the right to vote or consent (or, convertible into, or exercisable or exchangeable for, securities having the right to vote or consent) on any matters on which the equityholders of any Company may vote. There are no voting trusts, irrevocable proxies or other contracts or understandings to which any Company, or, to the Companies' Knowledge, any equityholder of any Company is a party or is bound with respect to the voting or consent of any Company Securities.

(f) Each Company has made available true, correct and complete copies of the organizational documents of such Company (including such Company's certificate of incorporation or formation, its stockholders agreement or operating agreement, and all amendments thereto), as in effect on the date hereof, which organizational documents are in full force and effect.

3.5 Financial Statements.

(a) The Companies have delivered to Buyers, as set forth on Schedule 3.5(a), true, correct and complete copies of (i) the unaudited consolidated balance sheets of the Companies as of December 31, 2019 the related statements of operations, securityholders' equity and cash flows for the Companies for the calendar year then ended and (ii) the unaudited consolidated balance sheet of the Companies as of December 31, 2020 (the "**Base Balance Sheet**") and the related statements of operations, securityholders' equity and cash flows for the calendar year then ended. Each of the foregoing financial statements (including in all cases the notes and reports with respect thereto, if any) (the "**Financial Statements**") has been prepared in accordance with GAAP on a consistent basis across periods and presents fairly in all material respects the financial condition and results of operations and cash flows of the Companies as of and for the periods referred to therein in accordance with GAAP, subject to changes resulting from normal and customary year-end adjustments (none of which will be material individually or in the aggregate).

(b) There are no Liabilities of the Companies other than (i) Liabilities reflected on the Base Balance Sheet (ii) Liabilities that have arisen after the date of the Base Balance Sheet in the ordinary course of business, (iii) Liabilities under Contracts that do not arise from the breach of such contracts prior to the Closing Date, and (iv) Liabilities set forth on Schedule 3.5(b).

(c) All of the accounts receivable of each Company are valid and enforceable claims, and are subject to no set-off or counterclaim. Since the date of the Base Balance Sheet, each Company has collected its accounts receivable in the ordinary course of business and in a manner which is consistent with past practices and has not accelerated any such collections. No Company has accounts receivable or loans receivable from any Person who is an Insider.

(d) All accounts payable and notes payable of each Company arose in bona fide arm's length transactions in the ordinary course of business and no such account payable or note payable is delinquent in its payment. Since the date of the Base Balance Sheet, each Company has paid its accounts payable in the ordinary course of business and in a manner which is consistent with its past practices. No Company has accounts payable or notes payable to any Person who is an Insider.

(e) No Company has entered into any transactions involving the use of special purpose entities for any off-balance sheet activity other than as specifically described in the Financial Statements. The revenue recognition policies of the Companies, and the application of those policies, are in compliance with the applicable standards under GAAP and such policies have not changed in since January 1, 2018.

(f) The Companies maintain an adequate system of internal accounting controls and procedures. No Company (including personnel and independent accountants who have a role in the preparation of financial statements or the internal accounting controls utilized by any Company) has, since January 1, 2018, identified or been made aware of in writing (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by any Company, or (ii) any written claim or written allegation regarding any of the foregoing.

3.6 Material Payors and Material Suppliers. Schedule 3.6 sets forth a true, correct and complete list of (i) the top ten (10) Payors of the Companies (each, a "**Material Payor**" and collectively, the "**Material Payors**") for the twelve-month periods ended December 31, 2019 and December 31, 2020, determined based on the aggregate amounts received from such Payors during each such period and (ii) the top ten (10) vendors, suppliers or service providers to the Companies (each, a "**Material Supplier**" and collectively, the "**Material Suppliers**") for the twelve-month periods ended December 31, 2019 and December 31, 2020 based on the aggregate amounts paid to each such vendor, supplier or service provider

for each such period. No Material Payor or Material Supplier has failed to renew, terminated or materially modified its relationship (whether pricing or other terms thereof) with any Company, no Company has received any written notice thereof and, to the Knowledge of the Companies, no such action is threatened, and there is no pending or, to the Knowledge of the Companies threatened, dispute between any Material Payor or Material Supplier, on the one hand, and any Company, on the other hand.

3.7 Absence of Changes. Except as set forth on Schedule 3.7 or as expressly contemplated by this Agreement, since December 31, 2020, each Company has conducted its business only in the ordinary course of business consistent with past practice. As amplification but not limitation of the foregoing, except as set forth on Schedule 3.7 or as expressly contemplated by this Agreement, since December 31, 2020, no Company has:

(a) suffered a Company Material Adverse Effect or suffered any theft, damage, destruction or casualty loss in excess of $25,000 in the aggregate to its assets, whether or not covered by insurance;

(b) reclassified, split, combined, redeemed, purchased or otherwise acquired, or pledged, sold or otherwise subjected to any Lien any of its Equity Interests;

(c) issued, sold or transferred any notes, bonds or other debt securities, any equity interests, or any securities convertible, exchangeable or exercisable into, directly or indirectly, or any subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue, any of its equity interests;

(d) borrowed, incurred or guaranteed any Indebtedness (including contingently as a guarantor or otherwise), except for Transaction Expenses of such Company and Indebtedness incurred in the ordinary course of business;

(e) waived, canceled, compromised or released any rights or claims of material value, whether or not in the ordinary course of business;

(f) entered into any Company Contract or amended, modified, waived or terminated any company Contract or any Company's rights thereunder or consented to such amendment, modification, waiver or termination, all other than in the ordinary course of business;

(g) made any change in the compensation payable or to become payable to such Company's directors, managers, officers, employees or Contingent Workers other than normal merit increases in accordance with such Company's usual practices or as provided for in any written agreements, or entered into or amended any bonus payment agreement or arrangement with any of such directors, managers, officers or employees or established, created or amended any employment, deferred compensation or severance arrangement or employee benefit plan with respect to such Persons (except annual health and welfare benefit renewals in the ordinary course of business);

(h) entered into or negotiated any collective bargaining agreement or similar agreement;

(i) made any material change in its business practices, including any change in accounting methods (including with respect to reserves) or practices or collection, credit, pricing or payment policies of such Company;

(j) made any loans or advances to, or guarantees for the benefit of, any Persons (other than advances to employees for travel and business expenses incurred in the ordinary course of business that do not exceed $25,000 in the aggregate);

(k) commenced or instituted or waived, released, assigned, compromised, settled or agreed to settle any claim or lawsuit other than waivers, releases, compromises or settlements in the ordinary course of business consistent with past practice that (i) involve only the payment of monetary damages not in excess of $50,000 in the aggregate and (ii) do not involve equitable or injunctive relief or the admission of wrongdoing by any Company;

(l) made or changed any Tax election, changed any annual Tax accounting period, adopted or changed any method of Tax accounting, filed any amended Tax Return, entered into any closing agreement with respect to Taxes, settled any Tax claim, assessment or deficiency, surrendered any right to claim a Tax refund, made or requested any Tax ruling, entered into any transaction giving rise to a deferred gain or loss, or consented to any extension or waiver of the limitations period applicable to any Tax claim or assessment;

(m) made any change to the organizational documents of any Company;

(n) entered into or adopted any plan or agreement of complete or partial liquidation or dissolution, or filed a voluntary petition in bankruptcy or commenced a voluntary legal procedure for reorganization, arrangement, adjustment, release or composition of Indebtedness in bankruptcy or other similar Laws now or hereafter in effect;

(o) made any capital expenditures, capital additions or capital improvements in excess of $25,000 in the aggregate per month, for each full or partial calendar month for such applicable period;

(p) merged, consolidated or combined with, acquired or agreed to acquire by merging with, or by purchasing a portion of the stock or assets of, or by any other manner, any business or any entity, or otherwise make any capital contribution or investment in, or loan to, any entity;

(q) sold or otherwise disposed of, leased or licensed any properties or assets of any Company that are material to the Companies, other than in the ordinary course of business consistent with past practices;

(r) declared, set aside, made or paid any non-cash dividend or other non-cash distribution on or with respect to any of the Company Securities or other Equity Interest or ownership interest in any Company;

(s) (i) entered into, adopted, amended (including accelerating the vesting), modified or terminated any bonus, profit sharing, compensation, severance, termination, option, unit right, performance unit, stock equivalent, share purchase agreement, pension, retirement, deferred compensation, employment, severance or other Company Employee Plan or employee benefit agreement, trust, plan, fund or other arrangement for the compensation, benefit or welfare of any current or former employee or consultant, or (ii) made any increase in the compensation of any current or former employee or consultant, other than as required by the terms of any Company Employee Plan;

(t) permitted the lapse of any material intangible asset used in the business of the Companies;

(u) entered into any contract that restricts the ability of any Company to sell its products or services to any Person;

(v) accelerated the collection of or discounted any accounts receivable, delayed the payment of accounts payable or deferred expenses, reduced inventories or otherwise increased cash on hand, except in the ordinary course of business consistent with past practices;

(w) created or permitted any Liens, other than Permitted Liens, on any assets, properties or equity interests of any Company;

(x) materially modified its cash management activities (including the timing of, invoicing and collection of receivables and the accrual and payment of payables and other current liabilities) or modified the manner in which the books and records of the Companies are maintained other than in the ordinary course of business;

(y) terminated or closed any facility, business or operation;

(z) experienced any material business interruptions or material Liabilities arising out of, resulting from or related to COVID-19 or COVID-19 Measures, whether directly or indirectly, including (i) disruptions to any Company's supply chains, (ii) the failure of a Company's agents and service providers to timely perform services in any material respect, (iii) labor shortages, (iv) any material reductions in demand, (v) any claim of force majeure by such Company or a counterparty to any contractual obligation, (vi) any default under a contractual obligation to which such Company is a party, (vii) non-fulfillment of services, (viii) restrictions on such Company's operations, (ix) any material reduction of hours of operations or reduced aggregate labor hours, (x) reduced compensation, (xi) restrictions on uses of the Leased Real Property, or (xii) the failure of such Company to comply with any COVID-19 Measures in any material respect.

(aa) received any written or oral notice, from any Governmental Authority of an investigation with respect to any potential violation with respect to any Law, Order, policy or guideline that has not been fully resolved to the satisfaction of the applicable Governmental Authority;

(bb) received any written or oral notice from any Payment Program of an inquiry, audit or other investigation with respect to any potential violation of a Payment Program term, condition, policy, guideline or other requirement that has not been fully resolved to the satisfaction of the applicable Payment Program; or

(cc) committed or agreed, in writing or otherwise, to any of the foregoing, except as expressly contemplated by this Agreement.

3.8 Leased Real Property.

(a) No Company owns any real property, nor does any Company have the option to acquire any real property.

(b) Schedule 3.8(b) sets forth a list of all Leased Real Property. Such Leased Real Property constitutes all of the real property occupied, operated or used in connection with the business of the Companies as presently conducted. True, correct and complete copies of all leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) relating to Leased Real Property identified on Schedule 3.8(b) (the "**Leases**") have been made available to Buyers. With respect to each Lease listed on Schedule 3.8(b) (i) each Company has a valid, subsisting and enforceable

leasehold interest to the leasehold estate in the Leased Real Property granted to such Company pursuant to each pertinent Lease, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity; (ii) each of the Leases has been duly authorized and executed by the applicable Company and is in full force and effect, and no Company has received any written or, to the Companies' Knowledge, oral notice of any intention to terminate or not renew any Lease; (iii) no Company is, and, to the Companies' Knowledge, no other party to any Lease is in, default or breach under any of the Leases, nor, to the Companies' Knowledge, has any event occurred which, with notice or the passage of time, or both, would give rise to such a default or breach by any Company or any other party to any Lease; (iv) any security deposit required pursuant to each such Lease has been fully paid and not withdrawn, and no security deposit or portion thereof has been applied in respect of a breach of or default under any such Lease that has not been redeposited in full; and (v) no Company has, whether in writing or orally, assigned, subleased, conceded, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in any Lease or otherwise granted any other Person (other than another Company) the right to occupy or use any Leased Real Property.

(c) To the Companies' Knowledge, there are no material defects in the physical condition of any improvements constituting a part of the Leased Real Property, including structural elements, mechanical systems, HVAC systems, roofs or parking and loading areas, and all of such improvements are in good operating condition and repair and have been generally well maintained, subject to normal wear and tear and normal maintenance. All water, sewer, gas, electric, telephone, drainage and other utilities required by Law or necessary for the current operation of the Leased Real Property have been installed and connected, and are sufficient to service the Leased Real Property as currently being used.

(d) No Company has received, at any time during the past six (6) years, written notice from any Governmental Authority of any material violation of any Law, Order, license, permit or authorization issued with respect to any of the Leased Real Property that has not been corrected heretofore and no such material violation now exists. All improvements constituting a part of the Leased Real Property are and has been in material compliance with all applicable Laws, Orders, licenses, permits and authorizations, and there are presently in effect all material licenses, permits and authorizations required by Law to be obtained by any Company for the current use of the Leased Real Property. No Company has received, at any time during the past six (6) years, any notice of any pending or threatened eminent domain proceedings, real estate Tax deficiency or reassessment relating to all or any portion of any of the Leased Real Property.

(e) No Company has received, at any time during the past six (6) years, any written notice of, and there is not, to the Companies' Knowledge, currently pending, any condemnation, environmental, planning, zoning or other land use regulation adversely affecting the Companies' use of any of the Leased Real Property or any part thereof, or any sale or other disposition of any of the Leased Real Property.

3.9 Title to Assets; Sufficiency and Condition of Assets; Equipment. Each Company owns good and valid title to, or a valid leasehold interest in, all of the personal property and assets of such Company, free and clear of all Liens other than Permitted Liens. The assets of each Company constitute all of the assets necessary and sufficient for the conduct of the business of the Companies as currently or proposed to be conducted on the date hereof. The buildings, improvements, machinery, equipment, personal properties, vehicles and other tangible assets of each Company are operated in material conformity with all applicable Laws, are structurally sound (in the case of the buildings and improvements), are in good condition and repair, except for reasonable wear and tear not caused by neglect, and are usable in the ordinary course of business.

3.10 Agreements, Contracts and Commitments.

(a) Except as set forth on Schedule 3.10, no Company is a party to or bound by, nor are any of its properties or assets bound by, whether written or oral, any Contract that is a:

(i) Contract involving "earn-outs" or other potential commitments or payments by or to any Company in excess of an aggregate of $25,000 in any calendar year;

(ii) Contract which is not cancelable by any Company without penalty on ninety (90) days' or shorter notice;

(iii) Contract (A) evidencing Indebtedness of any Company or providing for the creation of or granting any Lien upon any of the property, Equity Interests or assets of any Company; (B) constituting any guaranty, surety or performance bond or letter of credit issued or posted, as applicable, by any Company; (C) (1) relating to any loan or advance to any Person, including to any of its directors, officers, employees or consultants in excess of $25,000 (other than under the Companies' 401(k) plan(s)) or (2) obligating or committing any Company to make any such loans or advances; and (D) constituting any currency, commodity or other hedging or swap contract;

(iv) Contract which contains any provisions requiring any Company to indemnify any other party, except as entered into in the ordinary course of business consistent with past practice;

(v) Contract involving fixed price or fixed volume arrangements;

(vi) Contract under which any Company is lessee of, or holds or operates any personal property owned by any other party calling for payments in excess of $25,000 annually;

(vii) Contract relating to any Company's ownership of or investment in any business or enterprise (including joint ventures and minority equity investments) or creating or purporting to create any partnership, joint marketing, collaboration, franchise or similar arrangement or any sharing of profits or losses by any Company with a third party;

(viii) Contract containing any covenant limiting or purporting to limit in any respect the right of any Company to (A) freely engage in any line of business or activity, to compete with any Person in any line of business or activity or to compete with any Person or the manner or locations in which any of them may engage, or (B) solicit any employees, customers or suppliers of any other Person;

(ix) Contract prohibiting or limiting the right of any Company to make, sell or distribute any products or services;

(x) Contract pursuant to which any Company has agreed to provide "most favored nation" status, "best pricing" or any other arrangement whereby any Seller or any Company has agreed with any Person that such Person will (or could be entitled to) receive at least as favorable terms and conditions that are provided by the Companies to any other Person;

(xi) Contract or group of Contracts in which any Company has granted "exclusivity" or agreed to deal exclusively with, or granted exclusive rights or rights of first refusal to, any customer, vendor, supplier, distributor, contractor or other Person, or requiring the purchase

of all or substantially all of such Company's requirements of a particular product from a vendor, supplier or other Person;

(xii) Contract for employment, independent contractor or consulting services to which any Company is a party and (A) provides for annual compensation in excess of $25,000, or (B) is not cancelable by such Company without penalty of not less than thirty (30) days' notice;

(xiii) Contract containing a severance, change of control, retention, or other similar provision;

(xiv) Contract under which any Company has advanced or loaned any amount to any of its directors, officers, or employees (other than under a 401(k) plan);

(xv) Contract involving any bonus, commission, pension, profit sharing, retirement or any other form of deferred compensation or incentive plan or any equity purchase, option, hospitalization, insurance or similar employee benefit plan or practice, whether formal or informal;

(xvi) Contract pursuant to which any Company subcontracts work to third parties calling for payments by any Company in excess of $25,000 annually;

(xvii) Contract with any Governmental Authority;

(xviii) Contract with a Material Payor or a Material Supplier;

(xix) Contract with, or relating to participation in, a Payment Program;

(xx) Contract (A) with any health care facility, provider, physician or other licensed medical professional who is not an employee of any Company, (B) with any other potential source of referrals (including with any Person in a position to influence referrals) or (C) that involves direct or indirect payments to or from physicians or other potential sources of referrals (or Persons owned or controlled, in whole or in part, by physicians or potential sources of referrals, including those in a position to influence referrals);

(xxi) acquisition agreement, whether by merger, equity interest, asset sale or otherwise (i) under which any Company has any outstanding obligation to pay any purchase price or under which any Company has any contingent obligation to pay any contingent purchase price or (ii) under which any Company at any time had an obligation to pay more than $25,000 in purchase price;

(xxii) Contract providing for material liquidated damages or liquidated penalties in the event of transfer, assignment or default;

(xxiii) Contract relating to the acquisition or disposition by any Company of any operating business or assets or relating to the acquisition or disposition by any Company of any operating business or assets under which any Company has any executory covenants or indemnification or other obligations or rights (including put or call options);

(xxiv) a lease, sublease, rental or occupancy agreement, license, installment, or conditional sale agreement or agreement under which any Company is lessee or lessor of, or owns, uses or operates any leasehold or other interest in any real or personal property;

(xxv) Contract containing any power of attorney or grant of agency, in either case granted by any Company that is currently in effect;

(xxvi) Contract with executory covenants or indemnification or other unsatisfied obligations relating to the settlement of any actions, suits, proceedings, orders, judgments, decrees, claims or investigations, including administrative charge or investigation by a Governmental Authority or other dispute;

(xxvii) collective bargaining agreement or Contract with any labor organization, union or association;

(xxviii) any awards under or Contracts with respect to the Unit Rights Plans;

(xxix) Contract not executed in the ordinary course of business that is not otherwise set forth on Schedule 3.10; or

(xxx) Contract not otherwise referred to in this Section 3.10 that if terminated or expired without being renewed would have or be reasonably likely to result in a Company Material Adverse Effect.

(b) The Contracts required to be disclosed on Schedule 3.10, Schedule 3.11 or Schedule 3.20 are referred to herein as the "**Company Contracts**." The Companies have made available to Buyers true, correct and complete copies of each Company Contract, together with all amendments, waivers and other changes thereto (all of which are disclosed on Schedule 3.10, Schedule 3.11 or Schedule 3.20, as applicable). Except as disclosed on Schedule 3.10, Schedule 3.11 or Schedule 3.20, as applicable (i) no Company Contract has been canceled or, to the Companies' Knowledge, is in a material default or materially breached by the other party thereto, (ii) each Company has performed, in all material respects, all of its obligations required to be performed by it in connection with the Company Contracts and is not in default under, or in breach of, any Company Contract, and, to the Companies' Knowledge, no event or condition has occurred or arisen which with the passage of time or the giving of notice or both would result in a material default or material breach thereunder, and (iii) assuming that each Company Contract is a valid and binding obligation of the other parties thereto, each Company Contract constitutes a legal, valid and binding obligation of the Company that is a party thereto, enforceable against such Company in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity, except as set forth on Schedule 3.3, will continue as such immediately following the consummation of the transactions contemplated hereby. No Company has received any written or, to the Companies' Knowledge, oral notice of the intention of any other party to a Company Contract to terminate any Company Contract prior to the expiration of the term (including renewal terms) thereof, or to materially amend the material terms of any Company Contract outside of the ordinary course of business consistent with past practice.

3.11 Intellectual Property.

(a) Schedule 3.11(a) contains a complete and accurate list of all (i) Patents owned or purported to be owned by any Company or filed in or issued under the name of any Company ("**Company Patents**"), registered Marks owned or purported to be owned by any Company or filed in or issued under the name of any Company and material unregistered Marks owned or purported to be owned by any Company ("**Company Marks**"), and registered Copyrights owned or purported to be owned by and filed in or issued under the name of any Company ("**Company Copyrights**"), in each case including, to the extent applicable, the date of filing, issuance or registration, the filing, issuance or registration number and the name of the body where the filing, issuance or registration was made, the owner of such filing, issuance

or registration, (ii) licenses, sublicenses or other agreements under which any Company is granted rights by others in Intellectual Property ("**Licenses In**") (other than commercial off the shelf software that is made available for a total cost of less than $50,000), and (iii) licenses, sublicenses or other agreements under which any Company has granted rights to others in Intellectual Property ("**Licenses Out**").

(b) Except as set forth on Schedule 3.11(b), (i) with respect to the Company Intellectual Property owned or purported to be owned by each Company, such Company exclusively owns such Company Intellectual Property, free and clear of all Liens; (ii) all Company Intellectual Property owned or purported to be owned by each Company that has been issued by, or registered with, or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world are registered in the name of such Company; (iii) all Company Intellectual Property owned by each Company that have been issued by, or registered with, or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world are currently in material compliance with formal legal requirements (including, as applicable, payment of filing, examination and maintenance fees, inventor declarations, timely post-registration filing of affidavits of use and incontestability, and renewal applications), and, to the Knowledge of the Companies, all Company Intellectual Property owned by each Company is valid and enforceable; (iv) there are no pending or, to the Knowledge of the Companies, threatened claims against any Company alleging that any of the operation of the Companies' business or any activity by any Company infringes or violates (or in the past infringed or violated) the rights of others in or to any Intellectual Property ("**Third Party IP**") or constitutes a misappropriation of (or in the past constituted a misappropriation of) any subject matter of any Third Party IP or that any of the Company Intellectual Property is invalid or unenforceable; (v) neither the operation of any Company's business, nor any activity by any Company, infringes or violates (or in the past infringed or violated) any Third Party IP or constitutes a misappropriation of (or in the past constituted a misappropriation of) any subject matter of any Third Party IP; (vi) no Company has any obligation to compensate any person for the use of any Company Intellectual Property; (vii) each Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees and contractors for their use; (viii) all former and current employees, consultants and contractors of each Company that have made material contributions to the Company Intellectual Property have executed written instruments with such Company that assign to the Companies all rights, title and interest in and to any and all (A) inventions, improvements, ideas, discoveries, developments, writings, works of authorship, know-how, processes, methods, technology, data, information and other Intellectual Property relating to the business of the Companies or any of the products or services being researched, developed, manufactured or sold by the Companies or that may be used with any such products or services and (B) Intellectual Property relating thereto; (ix) there is no, nor has there been, at any time since January 1, 2018, any, (A) infringement or violation by any person or entity of any of the Company Intellectual Property or any Company's rights therein or thereto or (B) misappropriation by any person or entity of any of the Company Intellectual Property or the subject matter thereof; (x) each Company has taken all reasonable security measures to protect the confidentiality and value of all Trade Secrets owned or purported to be owned by such Company or used or held for use by such Company in its business; and (xi) following the Closing Date, each Company will have the same rights and privileges in the Company Intellectual Property as such Company had in the Company Intellectual Property immediately prior to the Closing Date.

3.12 Absence of Litigation; Proceedings.

(a) Except as set forth in Schedule 3.12, there are no, and since January 1, 2018, there have been no, actions, suits, proceedings, claims or investigations pending or, to the Companies' Knowledge, threatened (i) against or affecting any Company or any of its members, securityholders, managers, directors, officers or employees, in their capacity as such, or any of the assets or property owned

or used by any Company or any Person whose liability any Company has retained or assumed, either contractually or by operation of law, or (ii) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the other transactions contemplated by this Agreement or the Ancillary Agreements to which any Company is or will be a party, in each case at law or in equity, or before or by any Governmental Authority, and to the Companies' Knowledge, there is no basis for any of the foregoing. Neither any Company nor any of the assets or property owned or used by any Company is currently, or has been since January 1, 2018, subject to any outstanding Order, or to the Companies' Knowledge, investigation issued by any Governmental Authority. To the Companies' Knowledge, no director, member, manager, officer or employee of any Company is, or since January 1, 2018, has been, subject to any order, writ, injunction, judgment or decree that prohibits such director, member, manager, officer or employee from engaging in or continuing any conduct, activity or practice relating to the Companies' business.

(b) To the Companies' Knowledge, no current officer, director or manager of any Company has been, since January 1, 2018, (i) subject to voluntary or involuntary petition under the federal bankruptcy Laws or any state insolvency Law or the appointment of a receiver, fiscal agent or similar officer by a court for his or her business or property or that of any partnership of which he or she was a general partner or any corporation or business association of which he or she was an executive officer; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or been otherwise accused of any act of moral turpitude; (iii) the subject of any order, judgment, or decree (not subsequently reversed, suspended or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from, or otherwise imposing limits or conditions on his or her ability to engage in any securities, investment advisory, banking, insurance or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action to have violated any federal or state commodities, securities or unfair trade practices Law, which judgment or finding has not been subsequently reversed, suspended, or vacated.

3.13 Compliance with Laws and Regulations; Permits.

(a) Each Company and each of its Subsidiaries is, and for the past six (6) years has been, in compliance with all applicable Laws in all material respects. No Company nor any of its Subsidiaries is, and has not been in the past six (6) years, in violation of any Law, Order, policy or guideline of any Governmental Authority Payment Program or self-regulatory organization, by which such Company or any of its Subsidiaries is bound, whether by operation of Law or by contract, or to which such Company or any of its Subsidiaries is subject. No Company nor any of its Subsidiaries has, nor has it in the past six (6) years, received any written notice of, or, to the Companies' Knowledge, oral notice, from any Governmental Authority of an investigation with respect to any violation with respect to any such Law, Order, policy or guideline that have not been fully resolved to the satisfaction of the applicable Governmental Authority. There is no, and there has not been for the past six (6) years, pending or, to the Companies' Knowledge, threatened regulatory action, investigation or inquiry of any sort (other than non-material routine or periodic inspections or reviews) against or affecting any Company or any of its Subsidiaries. No Company nor any of its Subsidiaries has received any written opinion, memorandum or written advice from any attorney or other legal advisor to the effect that it is exposed to any liability or disadvantage that could prohibit or restrict such Company or any of its Subsidiaries from, or otherwise adversely affect such Company or any of its Subsidiaries in, conducting business in any jurisdiction in which it is now conducting business or in which it plans to conduct business. In the past six (6) years, no Company or any of its Subsidiaries has received any written notices or other communications regarding any actual or alleged violation of, or any failure to comply with, any Laws, or orders or instructions of any Governmental Authority. No ACO has, nor has any ACO since its initial ACO Participation Agreement date, made any Significant Change, Company Material Adverse Effect, or other change requiring notice to and/or approval of CMS without providing the required notice and/or obtaining CMS approval, as

applicable. In addition, each ACO has updated its enrollment information, including but not limited to its ACO participant and ACO providers/suppliers lists, in accordance with MSSP requirements since its initial ACO Participation Agreement date.

(b) Each Company and each of its Subsidiaries currently owns or possesses, and has owned or possessed during at all times during the past six (6) years all right, title and interest in and to all Permits that are necessary to conduct its business as currently conducted or contemplated in its business plan, and such Company has provided copies of the Permits currently in effect to Buyers. Each Company and each of its Subsidiaries represents and warrants that each Professional owns or possesses and has owned or possessed at all times during the past six (6) years all right, title and interest in and to all Permits that are necessary to conduct its business as currently conducted or contemplated in its business plan, and such Company has provided copies of such Permits to Buyers. Schedule 3.13(b) sets forth a true, correct and complete list of all Permits necessary for the conduct of each of its Subsidiaries' business. Each Company and each of its Subsidiaries is in compliance with the terms and conditions of its Permits and all such Permits are valid, in full force and effect and sufficient for the services provided by such Company and each of its Subsidiaries. No loss, expiration, withdrawal, suspension, revocation, cancellation, termination, rescission, modification or refusal to renew of any Permit is pending or threatened (including as a result of the transactions contemplated hereby). No Permit has been lost, expired, withdrawn, suspended, revoked, cancelled, terminated, rescinded, modified or been subject to a refusal to renew during the past six (6) years. No event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach or default under any such Permit or which permits or, after notice or lapse of time or both, would permit revocation or termination of any such Permit. (i) No Company nor any of its Subsidiaries has received written notice, of the pending or threatened revocation, suspension, lapse, modification, or limitation of any such Permit; (ii) there are no provisions in, or agreements relating to, any such Permits that preclude or limit any Company or any of its Subsidiaries from operating and carrying on its business as currently conducted; and (iii) no notice of cancellation, breach, termination, revocation or default or of any dispute concerning any Permit set forth on Schedule 3.13(b) has been received in writing by any Company, in each case, other than routine expiration in accordance with the terms of any such Permit.

(c) Each Company and each of its Subsidiaries maintains a compliance program that is commensurate with the size and complexity of such Company and each of its Subsidiaries and their activities, and meets all requirements under applicable Law and guidance of Governmental Authorities with jurisdiction to supervise such Company and each of its Subsidiaries. Each Company and each of its Subsidiaries is and has been at all times in the past six (6) years in compliance with its compliance program. Each Company and each of its Subsidiaries promptly and duly investigates any reports of alleged compliance violations, takes and has taken corrective actions as determined to be warranted, including repayment of any overpayments, and has no current compliance problems.

(d) Each Company and each of its Subsidiaries is, and has been at all times in the past six (6) years in compliance with all applicable anti-money laundering Laws, federal and state Laws governing money transmitters, payment processors, and other money services businesses, and all applicable rules and guidelines of payment networks and payment industry self-regulatory organizations to which such Company is or has been subject.

3.14 Information Privacy and Data Security.

(a) Each Company is in material compliance and has at all times complied in all material respects with all applicable Privacy Laws governing the privacy, security, integrity, accuracy, creation, transmission, receipt, maintenance, use, disclosure, or other protection of individually identifiable information ("**Personal Information**") created, received, maintained, transmitted, or destroyed by such

Company, all public-facing statements concerning the privacy or security of such Company, all contractual obligations to which such Company is bound and all industry standards legally or contractually binding upon such Company (collectively, the "**Privacy Requirements**").

(b) To the Companies' Knowledge, no Company has suffered any information security or privacy breach or other incident that has resulted in any unauthorized access to, use of and/or disclosure of any Personal Information or any information technology systems on or through which the Personal Information is processed or stored. Each Company has posted to its website and each of its online sites and services, including all mobile applications, terms of use or service and a privacy policy or link thereto that complies with Privacy Laws and that accurately reflects its practices concerning the collection, use, and disclosure of Personal Information in such online sites, services, and mobile applications. Each Company has appropriate controls in place designed to address the information security needs and address the risks and vulnerabilities of such Company in light of such Company's business, technology, information systems and the Personal Information processed by such Company.

(c) Each Company has: (i) regularly conducted and regularly conducts vulnerability testing, risk assessments, and external audits of, and tracks security incidents related to the entity's systems and products (collectively, "**Information Security Reviews**"); (ii) timely corrected any material exceptions or critical vulnerabilities identified in such Information Security Reviews; (iii) made available true and accurate copies of all Information Security Reviews; and (iv) timely installed software security patches and other fixes to identified critical technical information security vulnerabilities. Each Company provides its employees with regular training on privacy and data security matters. No Company has made, or been required by Privacy Laws to make, any disclosures or other notification to any Person or Governmental Authority regarding an actual or potential use or disclosure of information in violation of Privacy Laws.

(d) In connection with each third-party servicing, outsourcing, processing, or otherwise using Personal Information collected, held, or processed by or on behalf of any of the Companies, each such entity has entered into valid, binding and enforceable written data processing agreements with any such third party to (i) comply with applicable Privacy Requirements with respect to Personal Information, (ii) take appropriate steps to protect and secure Personal Information from data security incidents, (iii) restrict use of Personal Information to those authorized or required under the servicing, outsourcing, processing, or similar arrangement, and (iv) certify or guarantee the return or adequate disposal or destruction of Personal Information.

(e) There have not been any claims or proceedings related to any data security incidents or any violations of any Privacy Requirements, and to the Companies' Knowledge there are no facts or circumstances which could reasonably serve as the basis for any such allegations or claims, and no Company has received any correspondence relating to, or notice of any proceedings, claims, investigations or alleged violations of, Privacy Laws, with respect to Personal Information from any person or governmental authority, and there is no such ongoing proceeding, claim, investigation or allegation. The consummation of the transactions contemplated hereby or thereby, will not, by itself, violate any applicable Privacy Requirements as they currently exist or as they existed at any time during which any of the Personal Information was collected or obtained.

(f) The Company IT Assets are adequate for, and operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required in connection with, the operation of the business of each Company as previously conducted and as currently conducted. The Company IT Assets have not malfunctioned or failed at any time since the Company's inception in a manner that resulted in significant or chronic disruptions to the operation of the Company's business. The Company IT Assets do not contain any computer code designed to disrupt, disable or harm in any manner the operation of any software or hardware. None of the Company IT Assets contain any

unauthorized feature (including any worm, bomb, backdoor, clock, timer or other disabling device, code, design or routine) that causes the software or any portion thereof to be erased, inoperable or otherwise incapable of being used, either automatically, with the passage of time or upon command by any Person. Each Company has implemented reasonable backup, security and disaster recovery technology consistent with industry practices, and, to the Companies' Knowledge, no Person has gained unauthorized access to any Company IT Assets.

3.15 Taxes.

(a) Each Company has duly and timely filed all income and all other material Tax Returns that it was required to file under applicable Laws. All such Tax Returns were true, correct and complete in all material respects and were prepared and filed in compliance with all applicable Laws. All Taxes due and owing by each Company (whether or not shown on any Tax Return) have been paid. No Company is currently the beneficiary of any extension of time within which to file any income or other material Tax Returns.

(b) No claim has ever been made by a Governmental Authority in a jurisdiction where a Company does not file Tax Returns or pay Taxes that such Company is or may be subject to taxation by that jurisdiction.

(c) There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of any Company.

(d) The unpaid Taxes of each Company through the date of the most recent Base Balance Sheet do not exceed the accruals and reserves for Taxes (excluding accruals and reserves for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Base Balance Sheet, and all unpaid Taxes of each Company for all Tax periods commencing after such date arose in the ordinary course of business consistent with past practice.

(e) Each Company has timely and properly deducted, withheld or collected (as required by applicable Law or this Agreement): (i) all required amounts from payments to its employees, officers, directors, agents, contractors, nonresidents, members, lenders and other Persons and (ii) all sales, use, ad valorem, and value added Taxes. Each Company has timely remitted and reported all withheld Taxes to the proper Governmental Authority in accordance with all applicable Laws.

(f) No Tax audits or administrative or judicial Tax proceedings are pending, being conducted or, to the Knowledge of the Companies, threatened with regard to any income or other material Tax or Tax Returns of or with respect to any Company. No Company has received from any Governmental Authority (including jurisdictions where no Company has filed Tax Returns) any: (i) notice indicating an intent to open an audit or other review, (ii) request for information related to Tax matters or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any Governmental Authority against such Company. The Companies have delivered or made available to Buyers correct and complete copies of all U.S. federal and material state, local and non-U.S. income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by any Company in connection with any taxable periods since January 1, 2014.

(g) No Company has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(h) No Company is a party to or member of any joint venture, partnership, limited liability company or other arrangement or contract which could reasonably be expected to be treated as a partnership for federal income Tax purposes.

(i) No Company has distributed Equity Interests of another Person, and has not had its Equity Interests distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code within two years of the date hereof.

(j) No Company would be a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code if it were taxable as a C corporation for U.S. federal income tax purposes.

(k) No Company is nor has it been a party to any "reportable transaction," as defined in Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b). Each Company has disclosed on its Tax Returns all positions taken therein that would give rise to a substantial understatement of Tax within the meaning of Section 6662 of the Code (or any similar provision of state, local or non-U.S. Law).

(l) No Company is subject to Tax in any jurisdiction other than the United States and political subdivisions thereof.

(m) No Company will be required to include any item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a Pre-Closing Tax Period, (ii) use of an improper method of accounting for a Pre-Closing Tax Period, (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of U.S. state, local or non-U.S. Law) executed on or prior to the Closing Date, (iv) installment sale or open transaction disposition made on or prior to the Closing Date, (v) prepaid amount or any other income eligible for deferral under the Code or Treasury Regulations promulgated thereunder (including pursuant to Sections 455 or 456 of the Code, Treasury Regulations Section 1.451-5 and Revenue Procedure 2004-34, 2004-33 I.R.B. 991) received on or prior to the Closing Date, (vi) the application of Sections 951, 951A or 965 of the Code, (vii) an ownership interest in any "passive foreign investment company" within the meaning of the Code, or (viii) any similar election, action, or agreement that would have the effect of deferring any liability for Taxes of any Company from any Pre-Closing Tax Period to any period (or portion thereof) ending after such date.

(n) No Company is a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement (other than any commercial agreement entered into in the ordinary course of business, the principal purposes of which is not related to Taxes), and no Company has any other obligation to pay any Tax on behalf of any other Person or indemnify or reimburse any other Person for any Tax. No Company has ever been a member of an affiliated group (within the meaning of Section 1504(a) of the Code) filing a consolidated federal income Tax Return or has any Liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), as a transferee or successor, by Contract or otherwise.

(o) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested within the past six (6) years, entered into or issued by any taxing authority with respect to any Company.

(p) The taxable year of each Company is, and always has been, the calendar year ending on December 31 for U.S. federal (and applicable state and local) income tax purposes. Each

Company is, and always has been, a cash method taxpayer for U.S. federal (and applicable state and local) income tax purposes.

(q) No Company has made an election to defer any Tax payments under Section 2302 of the CARES Act or IRS Notice 2020-65 (or any similar election under federal, state or local Law). Each Company has properly complied with all applicable Laws and duly accounted for any available Tax credits under Sections 7001 through 7005 of the Families First Coronavirus Response Act for 2020 (or any similar election under federal, state or local Law) and Section 2301 of the CARES Act (or any similar election under federal, state or local Law).

(r) The Companies have made available to Buyers true, correct and complete copies of the Companies' income Tax Returns and all other material Tax Returns relating to the Companies for each of the preceding six (6) taxable years.

(s) The provisions of Section 197(f)(9) of the Code and the Treasury Regulations promulgated thereunder will not prevent any of the assets of the Reorganizing Companies from qualifying as "amortizable section 197 intangibles" within the meaning of Section 197 of the Code in the hands of Buyers.

(t) No Company will be required to make any payment or will have any liability after the Closing Date as a result of an election under Section 965 of the Code.

(u) Prior to the Q-Sub Elections (and, with respect to the Target Merger Companies, at all times), each Company other than Total Care, Orange Care IPA of New Jersey, LLC, Orange Care IPA of New York, LLC, and Orange Healthcare Administration, LLC has had a valid election in effect under Section 1362 of the Code for all taxable years since inception (each, an "**S Corp Election**") and such S Corp Election has never been terminated or revoked. At all times following the Q-Sub Elections, each Reorganizing Company has been classified and treated as either (i) a qualified subchapter S subsidiary within the meaning of Section 1361(b)(3)(B) of the Code and applicable provisions of substantially similar state law, or (ii) an entity disregarded as separate from its parent within the meaning of Treasury Regulation Section 301.7701-2(c) and applicable provisions of substantially similar state law. At all times since their formation, Total Care, Orange Care IPA of New Jersey, LLC, Orange Care IPA of New York, LLC, and Orange Healthcare Administration, LLC have been classified as partnerships for U.S. federal income Tax purposes, and none of them have made an S Corp Election. Orange Accountable Care Organization of South Florida, LLC made an S Corp Election for the calendar year 2016 (such election being effective as of January 1, 2016) and has never changed or revoked such election. No Company has, in the past five (5) years, acquired assets from another corporation in a transaction in which such Company's Tax basis was determined, in whole or in part, by reference to the Tax basis of the acquired assets in the hands of the transferor.

(v) None of the Target Merger Companies knows of any fact, agreement, plan or other circumstance that could reasonably be expected to prevent the Mergers from qualifying as "reorganizations" within the meaning of Section 368(a) of the Code.

3.16 Employees.

(a) Schedule 3.16(a) contains a complete and accurate list of all of the employees of each Company, setting forth for each employee his or her position or title; whether classified as exempt or non-exempt under the Fair Labor Standards Act; base wage (salary or hourly); commissions, if any; calendar year 2021 bonus or commission potential; date of hire; business location; status (i.e., active or inactive and if inactive, the type of leave and estimated duration); any visa or work permit status and the

date of expiration, if applicable; and the total amount of bonus, retention, severance and other amounts to be paid to such employee at the Closing or otherwise in connection with the transactions contemplated hereby. Schedule 3.16(a) also contains a complete and accurate list of all of the independent contractors, consultants, temporary employees or leased employees of each Company or other agents employed or used by any Company and classified by the Companies as other than employees ("**Contingent Workers**"), showing for each Contingent Worker such individual's role in the business, initial date retained by the applicable Company, the primary location from which services are performed, fee or compensation arrangements, average hours worked per week, and any notice period required for termination of the relationship.

(b) Except as set forth on Schedule 3.16(b), in the past twelve (12) months (i) no officer or key employee's employment with any Company has been terminated for any reason; and (ii) to the Knowledge of the Companies, no employee or Contingent Worker, or group of employees or Contingent Workers, have expressed any plans to terminate his, her or their employment or service arrangement with any Company.

(c) Except as set forth on Schedule 3.16(c): (i) Each Company is, and for the past five (5) years has been, in compliance in all material respects with all applicable laws and regulations respecting labor and employment matters, including COVID-19 (as related to labor, employment or employment practices), fair employment practices, pay equity, restrictive covenants, equal opportunity, harassment, discrimination, retaliation, the classification of independent contractors, workplace safety and health, work authorization and immigration, unemployment compensation, workers' compensation, affirmative action, terms and conditions of employment and wages and hours, including with respect to the classification of employees for purposes of federal, state and local law and payment of minimum wage and overtime, (ii) no Company is delinquent in any payments to any employee or Contingent Worker for any wages, salaries, commissions, bonuses, fees or other direct compensation due with respect to any services performed for it or amounts required to be reimbursed to such employees or Contingent Workers, (iii) there are no, and within the last five (5) years there have been no, formal or informal grievances, complaints or charges with respect to employment or labor matters (including allegations of employment discrimination, retaliation or unfair labor practices) pending or, to the Knowledge of the Companies, threatened against any Company in any judicial, regulatory or administrative forum, under any private dispute resolution procedure or internally, (iv) none of the employment policies or practices of any Company is currently being audited or investigated, (v) neither any Company nor any of their respective officers or employees, is, or within the last five (5) years has been, subject to any order, decree, injunction or judgment by any Governmental Authority or private settlement contract in respect of any labor or employment matters and (vi) each Company is in compliance in all material respects with the requirements of the Immigration Reform Control Act of 1986.

(d) Currently and within the five (5) years preceding the date of this Agreement, no Company is, and has not been involved in any way in, any form of litigation, governmental audit, governmental investigation, administrative agency proceeding, private dispute resolution procedure, or investigation of alleged employee misconduct, in each case with respect to employment or labor matters (including but not limited to allegations of employment discrimination, retaliation, noncompliance with wage and hour laws, the misclassification of independent contractors, violation of restrictive covenants, sexual harassment, other unlawful harassment or unfair labor practices).

(e) No Company has, nor has it in the past five (5) years, misclassified any of its employees as exempt for the purposes of the Fair Labor Standards Act's overtime requirements and similar state, local and foreign wage and hour laws, and is and has been otherwise in compliance with all laws regarding worker classification. To the extent that any Contingent Workers are employed or used, each

Company has properly classified and treated them in accordance with applicable laws and for purposes of all wage, hour, classification and tax laws and regulations and employee benefit plans and perquisites.

(f) No Company is a joint employer with any of its vendors, suppliers or any other Person.

(g) Except as set forth on Schedule 3.16(g): (i) there is no, and during the past five (5) years there has not been, any labor strike, picketing of any nature, organizational campaigns, labor dispute, slowdown or any other concerted interference with normal operations, stoppage or lockout pending or, to the Knowledge of the Companies, threatened against or affecting the business of the Companies; (ii) the Companies have no duty to bargain with any union or labor organization or other person purporting to act as exclusive bargaining representative ("**Union**") of any employees or Contingent Workers with respect to the wages, hours or other terms and conditions of employment of any employee or Contingent Worker; (iii) there is no collective bargaining agreement or other contract with any Union, or work rules or practices agreed to with any Union, binding on any Company, or being negotiated, with respect to the Companies' operations or any employee or Contingent Worker; and (iv) no Company has engaged in any unfair labor practice.

(h) No Company has experienced a "plant closing," "business closing," or "mass layoff" or similar group employment loss as defined in the federal Worker Adjustment and Retraining Notification Act (the "**WARN Act**") or any similar state, local or foreign law or regulation affecting any site of employment of the any Company or one or more facilities or operating units within any site of employment or facility of any Company. During the ninety (90) day period preceding the date hereof, no employee or Contingent Worker has suffered an "employment loss" as defined in the WARN Act with respect to the Companies.

(i) Except as set forth on Schedule 3.16(i), all employees of each Company are employed at-will and no employee is subject to any employment contract with any Company, whether oral or written.

(j) In the last five (5) years, no allegations of sexual harassment have been made to any Company against any employee or Contingent Worker of any Company and no Company has otherwise become aware of any such allegations. To the Knowledge of the Companies, there are no facts that would reasonably be expected to give rise to claim of sexual harassment, other unlawful harassment or unlawful discrimination or retaliation against or involving any Company or any of their respective employees, directors or independent contractors.

(k) The consummation of the transactions contemplated in this Agreement will not (i) entitle any employee of any Company to severance pay, bonus payment or any other payment, (ii) accelerate the time of payment for vesting of, or increase the amount of compensation due to, any such employee, or (iii) entitle any such employee to terminate, shorten or otherwise change the terms of his or her employment.

(l) During the five (5) year period preceding the date hereof, each Company has paid and continues to pay each of its employees in a manner that complies with the requirements of the Equal Pay Act and/or any other federal, state, or local Laws or regulations pertaining to the equal pay of employees. Except as set forth on Schedule 3.16(l), no Company has conducted a self-evaluation of its employee pay practices that complies with the requirements of any federal, state, or local Laws or regulations permitting an affirmative defense to claims for the violation of equal pay-related Laws or regulations.

(m) (i) Each Company is and at all relevant times has been in material compliance with COVID-19 related safety and health standards and regulations issued and enforced by the Occupational Safety and Health Administration ("**OSHA**") and any applicable OSHA-approved state plan; (ii) each Company is and has at all relevant times been in compliance with the paid and unpaid leave requirements of the Families First Coronavirus Response Act; and (iii) to the extent any Company has granted employees paid sick leave or paid family leave under the Families First Coronavirus Act, such Company has obtained and retained all required documentation required to substantiate eligibility for sick leave or family leave tax credits.

3.17 Employee Benefit Plans.

(a) Schedule 3.17(a) sets forth a true, complete and correct list of every Company Employee Plan.

(b) True, complete and correct copies of the following documents, with respect to each Company Employee Plan, where applicable, have previously been delivered to Buyers: (i) all documents embodying or governing such Company Employee Plan (or for unwritten Company Employee Plans a written description of the material terms of such Company Employee Plan) and any funding medium for the Company Employee Plan; (ii) the most recent IRS determination or opinion letter; (iii) the most recently filed Form 5500; (iv) the most recent actuarial valuation report; (v) the most recent summary plan description (or other descriptions provided to employees) and all modifications thereto; (vi) the last three years of non-discrimination testing results; and (vii) all non-routine correspondence to and from any Governmental Authority.

(c) Each Company Employee Plan that is intended to qualify under Section 401(a) of the Code is so qualified and has received a favorable determination or approval letter from the IRS with respect to such qualification, or may rely on an opinion letter issued by the IRS with respect to a prototype plan adopted in accordance with the requirements for such reliance, or has time remaining for application to the IRS for a determination of the qualified status of such Company Employee Plan for any period for which such Company Employee Plan would not otherwise be covered by an IRS determination and, to the Knowledge of the Companies, no event or omission has occurred that would cause any Company Employee Plan to lose such qualification or require corrective action to the IRS or Company Employee Plan Compliance Resolution System to maintain such qualification.

(d) (i) Each Company Employee Plan is and has been established, operated, and administered in all material respects in accordance with applicable Laws and regulations and with its terms, including ERISA, the Code, and the Affordable Care Act. (ii) No Company Employee Plan is, or within the past six years has been, the subject of an application or filing under a government sponsored amnesty, voluntary compliance, or similar program, or been the subject of any self-correction under any such program. (iii) No litigation or governmental administrative proceeding, audit or other proceeding (other than those relating to routine claims for benefits) is pending or, to the Knowledge of the Companies, threatened with respect to any Company Employee Plan or any fiduciary or service provider thereof, and, to the Knowledge of the Companies, there is no reasonable basis for any such litigation or proceeding. (iv) All payments and/or contributions required to have been timely made with respect to all Company Employee Plans either have been made or have been accrued in accordance with the terms of the applicable Company Employee Plan and applicable Law. (v) The Company Employee Plans satisfy in all material respects the minimum coverage, affordability and non-discrimination requirements under the Code.

(e) No Company or any ERISA Affiliate has ever maintained, contributed to, or been required to contribute to or had any Liability or obligation (including on account of any ERISA Affiliate) with respect to (whether contingent or otherwise) (i) any employee benefit plan that is or was subject to

Title IV of ERISA, Section 412 of the Code, Section 302 of ERISA, (ii) a Multiemployer Plan, (iii) any funded welfare benefit plan within the meaning of Section 419 of the Code, (iv) any "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code), or (v) any "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA), and neither any Company nor any ERISA Affiliate has ever incurred any liability under Title IV of ERISA that has not been paid in full.

(f) No Company or any ERISA Affiliate provides or has any obligation to provide health care or any other non-pension benefits to any employees after their employment is terminated (other than as required by Part 6 of Subtitle B of Title I of ERISA or similar state Law) and no Company has ever promised to provide such post-termination benefits.

(g) (i) Each Company Employee Plan may be amended, terminated, or otherwise modified (including cessation of participation) by a Company to the greatest extent permitted by applicable Law, including the elimination of any and all future benefit accruals thereunder and no employee communications or provision of any Company Employee Plan has failed to effectively reserve the right of any Company or the ERISA Affiliate to so amend, terminate or otherwise modify such Company Employee Plan; (ii) Neither any Company nor any of its ERISA Affiliates has announced its intention to modify or terminate any Company Employee Plan or adopt any arrangement or program which, once established, would come within the definition of a Company Employee Plan; (iii) Each asset held under each Company Employee Plan may be liquidated or terminated without the imposition of any redemption fee, surrender charge or comparable Liability; and (iv) No Company Employee Plan provides health or long-term disability benefits that are not fully insured through an insurance contract.

(h) Each Company Employee Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder. No payment to be made under any Company Employee Plan is, or to the Knowledge of the Companies, will be, subject to the penalties of Section 409A(a)(1) of the Code.

(i) No Company Employee Plan is subject to the Laws of any jurisdiction outside the United States.

(j) No Company Employee Plan provides for any Tax "gross-up" or similar "make-whole" payments.

(k) Neither the execution and delivery of this Agreement, the shareholder approval of this Agreement, nor the consummation of the transactions contemplated hereby could (either alone or in conjunction with any other event) (i) result in, or cause the accelerated vesting payment, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or other service provider of any Company or any of its ERISA Affiliates; (ii) further restrict any rights of any Company to amend or terminate any Company Employee Plan; (iii) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code (whether or not such payment is considered to be reasonable compensation for services rendered).

3.18 Insurance. Schedule 3.18 contains a true, correct and complete list of each material insurance policy maintained by or on behalf of any Company, including the policy type, coverage form, policy number, insurer name and expiration date, together with a claims history for the past two (2) years. All of such insurance policies are valid, binding and in full force and effect, all premiums due and payable with respect to such insurance policies have been paid on a timely basis to date, and no Company has, at any time since January 1, 2018, been (i) in default with respect to its Liabilities under any such insurance

policies or (ii) denied insurance coverage. Except as set forth on Schedule 3.18, no Company has, maintains, establishes, sponsors, participates in or contributes to and has never had, maintained, established, sponsored, participated in or contributed to any self-insurance or co-insurance program.

3.19 Environmental Matters.

(a) Each Company is, and has been at all times during the past six (6) years, in compliance in all material respects with all Environmental Requirements and has no Liabilities, including corrective, investigatory or remedial obligations arising under Environmental Requirements, and no Company has received any written notice, report or information regarding any material Liabilities, including corrective, investigatory or remedial obligations arising under Environmental Requirements which relate to such Company or any of its properties or facilities.

(b) Without limiting the generality of the foregoing, each Company has obtained and complied with, and is currently in material compliance with, all Permits and other authorizations that are required pursuant to any Environmental Requirements for the current occupancy of its properties or facilities or the current operation of its business.

3.20 Affiliate Transactions. Except as disclosed on Schedule 3.20, no current or former officer, director, manager, employee, securityholder or other Affiliate of any Company (other than another Company), Seller or Beneficial Owner or any individual related by blood, marriage or adoption to any such Person or any entity in which any such Person owns any beneficial interest (collectively with the Sellers and Beneficial Owners, the "**Insiders**"), is, or has been during the past six (6) years, directly or indirectly, a party to any Contract or transaction with any Company or which pertains to the business of the Companies, or has any interest in any property, real or personal or mixed, tangible or intangible, used in or pertaining to the business of the Companies (other than as a securityholder of a Company). Schedule 3.20 hereto describes (a) all services provided to or on behalf of any Company by any Insider and to or on behalf of any Insider by any Company and all transactions or Contracts among any Company, on the one hand, and any Insider, on the other hand (including, in each case, the costs charged to or by any Company), and (b) a description of all relationships and affiliations among all parties to any arrangements or transactions disclosed in accordance with clause (a) (clauses (a) through (b) collectively, "**Affiliate Transactions**"). Except as disclosed on Schedule 3.20, each of the Affiliate Transactions is on fair market arms'-length terms.

3.21 No Brokers. Except as set forth on Schedule 3.21, no broker, finder, agent or similar intermediary has acted on behalf of any Company in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any brokerage commissions, finders' fees or similar fees or commissions payable in connection herewith based on any agreement, arrangement or understanding with any Company, or any action taken by or on behalf of any Company.

3.22 Illegal Payments. No Company nor any of their respective directors, officers, employees or agents have, during the past six (6) years, offered, authorized, made or received on behalf of any Company any payment or contribution of any kind in violation of any Laws, directly or indirectly, including payments, gifts or gratuities, to any Person. No Company or any of their respective directors, officers, employees or agents, are currently the subject of any allegation, voluntary disclosure or, to the Companies' Knowledge, investigation, prosecution or other enforcement action related to illegal payment laws.

3.23 International Trade.

(a) Each Seller and each Company are, and at all times during the past six (6) years have been, in compliance with all applicable Laws concerning the exportation of any products and services, including those administered by the United States Department of Commerce (the "**DOC**"), including the Export Administration Regulations, the United States Department of State (the "**DOS**"), including the International Traffic in Arms Regulations (22 C.F.R. §§ 120-130) and the United States Department of the Treasury (the "**DOT**"). Each Seller and each Company are, and since each Company's date of formation or organization (as applicable) have been, in compliance with United States and international economic and trade sanctions, including those administered by the Office of Foreign Assets Control ("**OFAC**") within the DOT. Each Seller and each Company are, and since their respective dates of organization or incorporation (as applicable) or have been, in compliance with the anti-boycott Laws administered by the DOC, the United States Foreign Corrupt Practices Act, and all applicable Laws administered by the Bureau of Customs and Border Protection in the United States Department of Homeland Security.

(b) No member, manager, director or officer of any Company or Sellers are identified on any of the following documents: (i) the OFAC list of "Specially Designated Nationals and Blocked Persons" ("**SDNs**") or Consolidated Sanctions List, (ii) the Bureau of Industry and Security of the DOC "Denied Persons List," "Entity List" or "Unverified List," (iii) the Office of Defense Trade Controls of the DOS "list of Debarred Parties," (iv) the Financial Sanctions Unit of the Bank of England "Consolidated List," (v) the Solicitor General of Canada's "Anti-Terrorism Act Listed Entities," (vi) the Australian Department of Foreign Affairs and Trade "Charter of the United Nations (Anti-terrorism – Persons and Entities) List," (vii) the United Nations Security Council Counter-Terrorism Committee "Consolidated List," or (viii) European Union Commission Regulation No. 1996/2001 of October 11, 2001. Neither any Seller nor any Company is or has been involved in, directly or to the Companies' Knowledge indirectly, any business arrangements, transactions or other dealings with or involving countries subject to economic or trade sanctions imposed by the United States Government, or with or involving SDNs or Persons identified on the Consolidated Sanctions List, in each case, in violation of the regulations maintained by OFAC.

3.24 Investment Company Status. No Company is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

3.25 Pandemic Funding. Schedule 3.26 contains a true and complete description of all Pandemic Funding received by each Company. Without limiting the foregoing, each Company complies, and has at all times complied, in all material respects with all applicable requirements of all Pandemic Funding under related guidance available as of the relevant time, including, but not limited to, rules and regulations regarding each Company's eligibility to apply for, receive and defer amounts thereunder. Each Company maintains policies and controls to verify and document the use of any funds received or taxes deferred under all Pandemic Funding and to demonstrate compliance therewith. No Company has received any notice to the effect that, or otherwise been advised that, it is not in compliance with the statutory and regulatory requirements of any Pandemic Funding, and no Company has any reason to anticipate that any existing circumstances are likely to result in a violation of any Pandemic Funding.

3.26 Health and Welfare Laws; Payment Programs

(a) Schedule 3.26(a) lists all written claims, statements, notices, or correspondence (including all correspondence or communications with Governmental Authorities, intermediaries or carriers) received by any Company during the past six (6) years concerning or relating to any Government Healthcare Program that involves, relates to or alleges: (i) any violation of any Law, rule, regulation, policy or requirement of any such program or any deficiency or irregularity with respect to any activity, practice or policy of any Company and any of its Subsidiaries; or (ii) any violation of any Law, rule, regulation, policy or requirement of any such program or any deficiency with respect to any claim for payment or

reimbursement made by each Company and any of its Subsidiaries or any payment or reimbursement paid to any Company and any of its Subsidiaries. Except as listed in Schedule 3.26(a), there are no such violations or deficiencies that have not been resolved as of the date of this Agreement, nor are there any grounds to anticipate the commencement of any investigation or inquiry, or the assertion of any claim or demand by any Governmental Authority, intermediary or carrier, or any person acting on any Governmental Authority's behalf, with respect to any of the activities, practices, policies or claims of any Company and any of its Subsidiaries, claims prepared, coded, or submitted, or any payments or reimbursements claimed by any Company and any of its Subsidiaries. No Company or any of its Subsidiaries is currently subject to any outstanding audit or claims reviews by any such Governmental Authority, intermediary or carrier (other than routine audits or claim reviews), and there are no grounds to reasonably anticipate any such audit in the foreseeable future, except for repayments, refunds or recoupments related to ordinary claims determination decisions in the ordinary course of business.

(b) Except as set forth in Schedule 3.26(b), during the past six (6) years, no Company or any of its Subsidiaries has violated in any material respect, and each Company and its Subsidiaries is and has been in material compliance with, any applicable Health and Welfare Laws. No Company or any of its Subsidiaries has, at any time during the past six (6) years, received any written notice to the effect that, or otherwise been advised in writing that, it is not in compliance with any Health and Welfare Laws, and there is no reason to anticipate that any existing facts or circumstances are likely to result in a violation of any Health and Welfare Laws by any Company or any of its Subsidiaries.

(c) None of the Companies or any of their Subsidiaries or Affiliates has made, at any time during the past six (6) years, or is preparing to make any voluntary or self-disclosure to any Governmental Authority regarding any potential non-compliance with any Health and Welfare Laws.

(d) Each Company and its Subsidiaries maintain compliance programs materially consistent with all Laws, and have at all times during the past six (6) years conducted their operations in accordance with such compliance programs in all material respects. The Companies and all Subsidiaries have provided to Buyers an accurate and complete copy of their respective current compliance program materials, including all program descriptions, compliance officer and committee descriptions, ethics and risk area policy materials, training and education materials, auditing and monitoring protocols, reporting mechanisms and disciplinary policies.

(e) All reports, statements, or other filings required to be filed by any Company or its Subsidiaries with any Governmental Authority have been filed and when filed were truthful, did not omit any material fact that would make any statement or the report or filing misleading, and complied with all applicable requirements of the Governmental Authority.

(f) No Company or any of its Subsidiaries has, at any time during the past six (6) years, knowingly or willfully solicited, received, paid or offered to pay any remuneration, directly or indirectly, overtly or covertly, in cash or kind, including in connection with the Unit Rights Plan, for the purpose of making or receiving any referral which violated any applicable Health and Welfare Law.

(g) All Payment Programs in which any Company or its Subsidiaries or Affiliates currently participates are described in Schedule 3.26(g) (the "**Company Payment Programs**") by listing the name of each agreement with a Company Payment Program, and the parties, the effective date, and any amendments to such agreement. The applicable Company is a participating provider, in good standing, in each Company Payment Program. There is no pending, or to the Companies' Knowledge threatened, investigation, or civil, administrative or criminal proceeding relating to the participation by the applicable Company, or any Professional, in any Company Payment Program. Except as disclosed in Schedule 3.26(g), neither any Company nor any Professional is subject to, nor has it, he or she been subjected to, any pre-

payment utilization review or other utilization review by any Company Payment Program. No Company Payment Program has requested or threatened any recoupment, refund, or set-off from any Company or Professional and there is no basis therefor, except for refunds, repayments or recoupments in the ordinary course of business. No Company Payment Program has imposed a fine, penalty or other sanction on any Company or any Professional. Neither any Company, nor, to the Companies' Knowledge, any Professional, nor, to the Companies' Knowledge, any of their respective Subsidiaries, Affiliates, directors, managers, members, shareholders, equity holders, general partners, officers, employees, vendors, independent contractors, or agents, has been, at any time during the past six (6) years, suspended, excluded or debarred from participation in any Payment Program, including any Company Payment Program. Neither any Company, nor, to the Companies' Knowledge, any Professional, nor, to the Companies' Knowledge, any of their respective Subsidiaries, Affiliates, directors, managers, members, shareholders, equity holders, general partners, officers, employees or agents has, at any time during the past six (6) years, submitted to any Payment Program, including any Company Payment Program, any false or fraudulent claim for payment, nor has any Company, nor, to the Companies' Knowledge, any Professional, nor, to the Companies' Knowledge, any of their respective Subsidiaries, Affiliates, directors, managers, members, general partners, officers, employees or agents violated any condition for participation, or any rule, regulation, policy or standard of, any such Payment Program at any time during the past six (6) years, except for routine surveys, inspections and other regular inspections that have been resolved to the satisfaction of such surveyor or inspector with immaterial liabilities or obligations of the Companies.

(h) Except as set forth in Schedule 3.26(h), neither any Company nor any of its Subsidiaries, Affiliates, directors, shareholders, managers, members, general partners, officers, employees or agents has, at any time during the past six (6) years, directly or indirectly: (i) offered to pay to or solicited any remuneration from, in cash, property or in kind, or made any financial arrangements with, any past or present patient or customer, past or present medical director, physician, other health care provider, supplier, contractor, third party, or Payment Program in order to induce or directly or indirectly obtain business or payments from such Person, including any item or service for which payment may be made in whole or in part under any federal, Payment Program, or for purchasing, leasing, ordering or arranging for or recommending, purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part under any Payment Program except for those permitted by or excluded from Health and Welfare Laws; (ii) given or received, or agreed to give or receive, or is aware that there has been made or that there is any agreement to make or receive, any gift or gratuitous payment or benefit of any kind, nature or description (including in money, property or services) to any past, present or potential patient or customer, medical director, physician, other health care provider supplier or potential supplier, contractor, Payment Program or any other Person except for those in compliance with Health and Welfare Laws; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the Laws of the United States or under the Laws of any state thereof or any other jurisdiction in which such payment, contribution or gift was made; (iv) established or maintained any unrecorded fund or asset for any purpose or made any false or artificial entries on any of its books or records for any reason; (v) made or received or agreed to make or receive, or is aware that there has been made or received or that there has been any intention to make or receive, any payment to any Person with the intention or understanding that any part of such payment would be used for any purpose other than that described in the documents supporting such payment; (vi) has been reprimanded, sanctioned or disciplined by any licensing board or any federal or state Governmental Authority, or professional society or specialty board and with regard to any Payor received written notice of any material overpayments or termination of any associated Company Payment Programs; (vii) has had a final judgment or settlement without judgment entered against it in connection with a malpractice or similar action; (viii) has been the subject of any criminal complaint, indictment or criminal proceedings; (ix) has received written or oral notice of any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation

of filing false health care claims, violating any Health and Welfare Laws, or engaging in other billing improprieties; (x) is a party to a Corporate Integrity Agreement with the OIG or is a party to a monitoring agreement or deferred prosecution agreement; (xi) has reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (xii) has been the subject of any Government Health Care Program investigation conducted by any federal or state Governmental Authority that has not been resolved or that was resolved with liability or obligations of such person; (xiii) has been a defendant in any qui tam/False Claims Act litigation that has not been resolved or that was resolved with liability or obligation of such person; (xiv) has been served with or received any search warrant, subpoena, civil investigation demand, contact letter, or telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services provided to third parties who may be defendants or the subject of investigation into conduct unrelated to the business of the Companies); or (xv) has received any complaints through any Company's or any Subsidiaries' compliance "hotline" from employees, independent contractors, vendors, or any other Persons that could reasonably be considered to indicate that any Company or any of its Subsidiaries violated, or is currently in violation of, any Law; or (xvi) has received written or oral notice of any allegation, or any investigation or proceeding based on any allegation of any Company's employees or agents violating professional ethics or standards relating to his or her medical practice.

(i) Neither any Company nor any of its Subsidiaries or Affiliates, nor, to the Companies' Knowledge, any current or previous officer, director, manager, member, shareholder, equity holder, owner, independent contractor, or employee, of any Company or any of its Subsidiaries or Affiliates, has been convicted of, formally charged with, or received written or oral notice of any investigations for a Payment Program-related offense or violation of federal or state Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, or obstruction of an investigation of controlled substances, or is currently or has been in the past six (6) years, debarred, excluded, or suspended from participation in any Payment Program or any federal government procurement program, or been subject to any order or consent decree of, or criminal or civil fine or penalty imposed by, any Governmental Authority related to, fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, or obstruction of an investigation of controlled substances.

(j) All billing practices of each Company with respect to all Payment Programs have been, at all times during the past six (6) years, in compliance with all applicable Laws, and all regulations and policies of all such Payment Programs. No Company has billed for or received any payment or reimbursement in excess of amounts permitted by Law or the rules and regulations of Payment Programs at any time during the past six (6) years. Except as set forth on Schedule 3.26(k), no Company has received written notice of any potential overpayment from any Payment Program at any time during the past six (6) years and there are no pending or accepted self-disclosures by any Company to any Payment Program for any overpayment.

(k) No Company possesses or holds any property or obligation, including uncashed checks to customers, patients, or employees, non-refunded overpayments, credits or unclaimed amounts or intangibles, that is, or may become, escheatable or reportable as unclaimed property to any Governmental Authority under any applicable escheatment, unclaimed property or similar Laws.

(l) No Company has failed to pay any MSSP shared losses that have been assessed by CMS for any MSSP performance year.

3.27 No Other Representations or Warranties.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 3 AND IN SECTION 4, AS QUALIFIED BY THE

DISCLOSURE SCHEDULES, THE SELLERS, THE BENEFICIAL OWNERS AND THE COMPANIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES AND DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT MADE OR INFORMATION COMMUNICATED (WHETHER ORALLY OR IN WRITING) TO BUYERS AND/OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO BUYERS AND/OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES BY ANY DIRECTOR, OFFICER, EMPLOYEE, ACCOUNTING FIRM, LEGAL COUNSEL, OR OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ANY OF THE SELLERS, THE BENEFICIAL OWNERS OR THE COMPANIES).

(b) THE SELLERS, THE BENEFICIAL OWNERS AND THE COMPANIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO BUYERS EXCEPT AS CONTAINED IN THIS SECTION 3 AND IN SECTION 4, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, AND ANY AND ALL STATEMENTS MADE OR INFORMATION COMMUNICATED BY OR ON BEHALF OF THE SELLERS, THE BENEFICIAL OWNERS, THE COMPANIES OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES OUTSIDE OF THIS AGREEMENT (INCLUDING BY WAY OF THE DOCUMENTS PROVIDED IN RESPONSE TO BUYERS' DILIGENCE REQUESTS, IN ANY MANAGEMENT PRESENTATIONS PROVIDED OR IN ANY DISCUSSIONS OR OTHER COMMUNICATIONS), WHETHER VERBALLY OR IN WRITING, ARE DEEMED TO HAVE BEEN SUPERSEDED BY THIS AGREEMENT, IT BEING AGREED THAT NO SUCH PRIOR OR CONTEMPORANEOUS STATEMENTS OR COMMUNICATIONS OUTSIDE OF THIS AGREEMENT SHALL SURVIVE THE EXECUTION AND DELIVERY OF THIS AGREEMENT.

SECTION 4.REPRESENTATIONS AND WARRANTIES CONCERNING SELLERS AND BENEFICIAL OWNERS.

Subject to such exceptions as are set forth in the Disclosure Schedules, each Seller and each Beneficial Owner, severally and not jointly, hereby represent and warrant to Buyers, as of the date hereof and as of the Closing, that:

4.1 Organization and Qualification. Such Seller and such Beneficial Owner, if an entity, is duly organized, formed or incorporated, as applicable, validly existing and in good standing under the Laws of the jurisdictions of their organization and of the jurisdictions in which they do business. Neither such Seller nor such Beneficial Owner, if an entity, is in and has not been in default under or in violation of any provision of its organizational documents, as amended and currently in effect.

4.2 Authority, Power and Enforceability. Such Seller and such Beneficial Owner has full power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereunder and thereunder and to perform its obligations hereunder and thereunder. Such Seller and such Beneficial Owner has duly approved, executed and delivered this Agreement and the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby. No other proceedings on the part of such Seller or such Beneficial Owner are necessary to approve and authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements to which such Seller or such Beneficial Owner, as applicable, is a party and the consummation of the transactions contemplated hereby and thereby. This Agreement and the Ancillary Agreements to which such Seller and such Beneficial Owner is a party constitute the legal, valid and binding agreements of such Seller or such Beneficial Owner, as applicable, and assuming that this Agreement and each of the Ancillary Agreements is a valid and binding obligation of the other Parties hereto and thereto, this Agreement constitutes, and each of the Ancillary Agreements when so executed and

delivered will constitute, a legal, valid and binding obligation of such Seller and such Beneficial Owner that is a party thereto, enforceable against such Seller and such Beneficial Owner in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity.

4.3 No Conflicts; Required Filings and Consents. The execution, delivery and performance by such Seller or such Beneficial Owner of this Agreement and all Ancillary Agreements to which it is a party and the performance of the transactions contemplated hereby and thereby do not and will not (a) contravene, require any consent or notice under or violate or result in a violation of, conflict with or constitute or result in a breach or default (whether after the giving of notice, lapse of time or both) under, accelerate any obligation under, or give rise to a right of acceleration, cancellation or termination of, or result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets of any Company pursuant to, any contract, agreement, obligation, permit, license or authorization to which such Seller or such Beneficial Owner is a party or by which any of its assets are bound; (b) contravene, require any consent or notice under or violate or result in a violation of, conflict with or constitute or result in a breach or default (whether after the giving of notice, lapse of time or both) under, or accelerate any obligation under, any provision of such Seller's organizational documents (if such Seller is an entity); (c) contravene or violate or result in a violation of, or constitute a breach or default (whether after the giving of notice, lapse of time or both) under, any provision of any Law, or any judgment or order of, or any restriction imposed by, any court or Governmental Authority applicable to such Seller or such Beneficial Owner; or (d) require from such Seller or such Beneficial Owner any notice to, declaration or filing with, or consent or approval of, any Governmental Authority.

4.4 Title to Shares.

(a) Such Seller has good and valid title to and unrestricted power to vote and sell, free and clear of any Lien (other than any restrictions under the Securities Act of 1933, as amended, any applicable state securities laws), the number and type of Company Securities set forth opposite such Seller's name on Schedule 4.4(a). Such Seller is not a party to any option, warrant, purchase right or other Contract or commitment other than this Agreement that could require such Seller to sell, transfer or otherwise dispose of any Company Securities, or that gives any other Person any rights with respect to the Company Securities owned by such Seller. Such Seller is not a party to any voting trust, proxy or other Contract with respect to the voting of any Company Securities.

(b) Such Beneficial Owner has good and valid title to and unrestricted power to vote and sell, free and clear of any Lien, all of the issued and outstanding Equity Interests of the applicable Seller that is an entity (the "**Seller Securities**"), as set forth on Schedule 4.4(b). Such Beneficial Owner is not a party to any option, warrant, purchase right or other Contract or commitment that could require such Beneficial Owner to sell, transfer or otherwise dispose of any Seller Securities, or that gives any other Person any rights with respect to the Seller Securities owned by such Beneficial Owner. Such Beneficial Owner is not a party to any voting trust, proxy or other Contract with respect to the voting of any Seller Securities. Except for the Seller Securities, no other equity interests or other voting securities of any Seller that is an entity are issued, reserved for issuance or outstanding.

4.5 Litigation. There are no actions, suits, proceedings, orders, judgments, decrees, claims or investigations pending or, to such Seller's or such Beneficial Owner's knowledge, threatened against or affecting such Seller or such Beneficial Owner, at law or in equity, or before or by any Governmental Authority, and to such Seller's or such Beneficial Owner's Knowledge, there is no basis for any of the foregoing, and such Seller or such Beneficial Owner is not subject to any outstanding order, judgment or decree issued by any Governmental Authority, in each case which would adversely affect the ability of such Seller or such Beneficial Owner to consummate in any material respect the transactions contemplated by

this Agreement and the Ancillary Agreements and perform all of its material obligations hereunder and thereunder.

4.6 No Brokers. Except as disclosed on Schedule 4.6, there is no investment banker, broker, finder or other intermediary whom has been retained by or is authorized to act on behalf of such Seller or such Beneficial Owner or any of its Affiliates who might be entitled to any brokerage, finder's fee, commission or similar fee from such Seller or such Beneficial Owner in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements.

4.7 Illegal Payments. No Seller, Beneficial Owner nor any of their respective directors, officers, employees or agents have, since January 1, 2018, offered, authorized, made or received on behalf of any Seller or Beneficial Owner any illegal payment or contribution of any kind, including any payment in violation of any Laws of any Governmental Authority, directly or indirectly, including payments, gifts or gratuities, to any Person, entity, or United States or foreign national, state or local government officials, employees or agents or candidates therefor or other Persons. Each Seller and Beneficial Owner have maintained systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) and written policies to ensure compliance with applicable laws regarding illegal payments and to ensure that all books and records accurately and fairly reflect, in reasonable detail, all transactions and dispositions of funds and assets. No Seller, Beneficial Owner, nor any of their respective directors, officers, employees or agents, are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to illegal payment laws.

4.8 Regulatory Matters. No Seller or Beneficial Owner is a party to any corporate integrity agreements, monitoring agreements, deferred prosecution agreements, consent decrees, settlement Orders, or similar agreements imposed by any Governmental Authority. No Seller or Beneficial Owner is currently debarred, suspended, or excluded from participation in any Payment Program nor are any such actions pending or, to the knowledge of such Seller or such Beneficial Owner, threatened.

4.9 No Other Representations or Warranties.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 AND IN THIS SECTION 4, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, THE SELLERS AND THE BENEFICIAL OWNERS HAVE MADE NO REPRESENTATIONS OR WARRANTIES AND DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT MADE OR INFORMATION COMMUNICATED (WHETHER ORALLY OR IN WRITING) TO THE BUYERS AND/OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO BUYERS AND/OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES BY ANY DIRECTOR, OFFICER, EMPLOYEE, ACCOUNTING FIRM, LEGAL COUNSEL, OR OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ANY OF THE SELLERS OR BENEFICIAL OWNERS).

(b) THE SELLERS AND THE BENEFICIAL OWNERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO BUYERS EXCEPT AS CONTAINED IN SECTION 3 AND IN THIS SECTION 4, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, AND ANY AND ALL STATEMENTS MADE OR INFORMATION COMMUNICATED BY SELLERS AND BENEFICIAL OWNERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES OUTSIDE OF THIS AGREEMENT (INCLUDING BY WAY OF THE DOCUMENTS PROVIDED IN RESPONSE TO BUYERS' WRITTEN DILIGENCE REQUESTS AND ANY MANAGEMENT PRESENTATIONS PROVIDED), WHETHER VERBALLY OR IN WRITING, ARE DEEMED TO HAVE BEEN SUPERSEDED BY THIS AGREEMENT, IT BEING AGREED THAT NO SUCH PRIOR

OR CONTEMPORANEOUS STATEMENTS OR COMMUNICATIONS OUTSIDE OF THIS AGREEMENT SHALL SURVIVE THE EXECUTION AND DELIVERY OF THIS AGREEMENT.

SECTION 5.REPRESENTATIONS AND WARRANTIES CONCERNING BUYERS.

Each Buyer hereby represents and warrants to Sellers and Beneficial Owners, as of the date hereof and as of the Closing, that:

5.1 Organization. Such Buyer is duly formed and organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and of the jurisdictions in which it does business.

5.2 Authority, Power and Enforceability. Such Buyer has all necessary authority and power to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereunder and thereunder and to perform its obligations hereunder and thereunder. Such Buyer has duly approved, executed and delivered this Agreement and the Ancillary Agreements to which it is a party. This Agreement and the Ancillary Agreements to which such Buyer is a party, assuming due authorization, execution and delivery by the other parties thereto constitute the valid and binding agreements of such Buyer, enforceable against such Buyer in accordance with their respective terms, subject to (a) bankruptcy, insolvency, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights or the relief of debtors, and (b) general principles of equity, including rules of law governing specific performance, injunctive relief and other equitable matters.

5.3 No Conflicts; Required Filings and Consents. The execution, delivery and performance by such Buyer of this Agreement and the Ancillary Agreements to which it is a party and the performance of the transactions contemplated hereby and thereby do not and will not: (a) violate or result in a violation of, conflict with or constitute or result in a default (whether after the giving of notice, lapse of time or both) under, accelerate any obligation under, or give rise to a right of termination of, any contract, agreement, obligation, permit, license or authorization to which such Buyer is a party or by which any of its assets are bound, (b) violate or result in a violation of, conflict with or constitute or result in a default (whether after the giving of notice, lapse of time or both) under, or accelerate any obligation under, any provision of such Buyer's organizational documents, (c) violate or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under, any provision of any Law, or any order of, or any restriction imposed by, any court or Governmental Authority applicable to such Buyer or (d) require from such Buyer any notice to, declaration or filing with, or consent or approval of, any Governmental Authority.

5.4 Investment Intent. The Buyers are acquiring the Company Securities for their own account, for investment only and not with a view to, or any present intention of, effecting a distribution of such securities or any part thereof except pursuant to a registration or an available exemption under applicable Law. The Buyers acknowledge that the Company Securities have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or the securities Laws of any state or other jurisdiction and cannot be disposed of unless they are subsequently registered under the Securities Act and any applicable state Laws or an exemption from such registration is available. The Buyers are "accredited investors" as defined in Rule 501(a) under Regulation D promulgated under the Securities Act and is a sophisticated investor for purposes of the Securities Act. The Buyers understand that the Company Securities to be purchased by it hereunder have not been registered under the Securities Act on the basis that the sale provided for in this Agreement is exempt from the registration provisions thereof and that each Seller's and Beneficial Owner's reliance on such exemption is predicated in part upon the representations of each Buyer set forth in this Section 5.4.

5.5 Litigation. There are no actions, suits, proceedings, Orders or, or to the Buyers' Knowledge, investigations pending or, to the Buyers' Knowledge, threatened against or affecting either Buyer, at law or in equity, or before or by any Governmental Authority, and to the Buyers' Knowledge, there is no reasonable basis for any of the foregoing, and neither Buyer is subject to any outstanding Order issued by any Governmental Authority, in each case, which would adversely affect the ability of such Buyer to consummate in any material respect the transactions contemplated by this Agreement and the Ancillary Agreements and perform all of its material obligations hereunder and thereunder.

5.6 SEC Filings. (i) CHI has timely filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed by it with the Securities and Exchange Commission (the "**SEC**"), together with any amendments, restatements or supplements thereto (collectively, the "**CHI SEC Reports**"); (ii) each of the CHI SEC Reports, as of their respective dates of filing, and as of the date of any amendment or filing that superseded the initial filing, complied in all material respects with the applicable requirements of the Securities Act, the Securities Exchange Act of 1934, as amended, and the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated thereunder applicable to the CHI SEC Reports; (iii) as of their respective dates of filing, the CHI SEC Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made or will be made, as applicable, not misleading; (iv) as of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the CHI SEC Reports; (v) each of the financial statements (including, in each case, any notes thereto) contained in the CHI SEC Reports, including those of Cano Health and their respective Affiliates, was prepared in accordance with GAAP (applied on a consistent basis) and Regulation S-X and Regulation S-K, as applicable, throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) and each fairly present in all material respects the financial position of CHI and Cano Health as at the respective dates thereof, and the results of its operations, shareholders' equity and cash flows for the respective periods then ended (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments (none of which is expected to be material) and the absence of footnotes); provided, however, the Buyers make no representation with respect to the accounting treatment of CHI's public warrants and private warrants; (vi) no financial statements other than those of CHI are required by GAAP to be included in the consolidated financial statements of CHI; and (vii) CHI is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange; and (viii) since January 1, 2021, CHI and Cano Health have not suffered a Buyer Material Adverse Effect. There are no outstanding SEC comments from the SEC with respect to the SEC Reports. None of the SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation.

5.7 Rollover Shares. Assuming the accuracy of the representations and warranties set forth in Section 3 and Section 4, no registration under the Securities Act is required for the offer, issuance or sale of the Rollover Shares to the Merger Sellers and the Rollover Shares will be issued in compliance with all applicable securities Laws and other applicable Laws and without contravention of any other Person's rights therein or with respect thereto. The Rollover Shares (a) were not offered by any form of general solicitation or general advertising and (b) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws. The Rollover Shares are duly and validly issued, fully paid and nonassessable, and each Rollover Share shall be issued free and clear of preemptive rights and all Liens (other than any restrictions under the Securities Act, applicable state securities Laws).

5.8 No Brokers. There is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of such Buyer who might be entitled to any fee or commission from such Buyer in connection with the transactions contemplated by this Agreement.

5.9 Independent Investigation; No Reliance. EACH OF THE BUYERS ACKNOWLEDGES AND AGREES THAT THE SELLERS AND THE BENEFICIAL OWNERS HAVE MADE AND ARE MAKING NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE OTHER THAN THOSE EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 3 AND SECTION 4 HEREIN, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, AND IN THE ANCILLARY AGREEMENTS AND EACH OF THE BUYERS HAS ONLY RELIED ON THE REPRESENTATIONS AND WARRANTIES EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTIONS 3 AND 4 HEREIN, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, AND IN THE ANCILLARY AGREEMENTS AND NONE OF THE BUYERS OR THEIR RESPECTIVE AFFILIATES HAVE RELIED UPON OR SHALL HAVE ANY CLAIM WITH RESPECT TO THEIR PURPORTED USE OF, OR RELIANCE ON, ANY OTHER PURPORTED REPRESENTATIONS OR WARRANTIES OR STATEMENTS OR INFORMATION ON ANY BASIS OR LEGAL THEORY WHATSOEVER. THE BUYERS ACKNOWLEDGE THAT THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE PROJECTIONS, FORWARD LOOKING STATEMENTS AND OTHER FORECASTS AND ESTIMATES, AND CERTAIN BUSINESS PLAN INFORMATION AND THAT THE BUYERS ARE FAMILIAR WITH SUCH UNCERTAINTIES, THAT THE BUYERS ARE TAKING FULL RESPONSIBILITY FOR MAKING THEIR OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ANY SUCH PROJECTIONS, FORWARD LOOKING STATEMENTS, FORECASTS, ESTIMATES AND BUSINESS PLAN INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE BUYERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS, FORWARD LOOKING STATEMENTS, FORECASTS, ESTIMATES AND BUSINESS PLAN INFORMATION). THE BUYERS FURTHER ACKNOWLEDGE AND AGREE THAT THEY (X) HAVE RELIED SOLELY ON THE RESULTS OF THEIR OWN INDEPENDENT INVESTIGATION AND VERIFICATION AND ON THE REPRESENTATIONS AND WARRANTIES EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 3 AND SECTION 4, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, AND IN THE ANCILLARY AGREEMENTS AND (Y) HAVE NOT RELIED ON ANY OTHER REPRESENTATIONS, WARRANTIES OR STATEMENTS OF ANY KIND OR NATURE, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, RELATING TO QUALITY, QUANTITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO SAMPLES) OF THE COMPANIES, THE SELLERS, THE BENEFICIAL OWNERS OR ANY OF THEIR RESPECTIVE NON-RECOURSE PARTIES AS TO ANY MATTER CONCERNING THE SELLERS, THE BENEFICIAL OWNERS, OR THE COMPANIES, ANY OF THEIR SUBSIDIARIES OR ANY OF THEIR RESPECTIVE BUSINESSES OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE BUYERS OR ANY OF THEIR AFFILIATES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY STATEMENTS, INFORMATION, DOCUMENTS, PROJECTIONS, FORECASTS OR OTHER MATERIALS MADE AVAILABLE TO THE BUYERS IN CERTAIN "DATA ROOMS" OR PRESENTATIONS, INCLUDING "MANAGEMENT PRESENTATIONS"). IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, THE BUYERS HAVE BEEN REPRESENTED BY, AND ADEQUATELY CONSULTED WITH, LEGAL COUNSEL OF THEIR CHOICE AND THE BUYERS AND SUCH COUNSEL HAVE CAREFULLY READ THIS AGREEMENT AND BEEN GIVEN TIME TO CONSIDER THIS AGREEMENT, UNDERSTAND THIS AGREEMENT AND, AFTER SUCH CONSIDERATION, AND WITH SUCH UNDERSTANDING, THE BUYERS HAVE KNOWINGLY, FREELY AND WITHOUT COERCION ENTERED INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 5.9 SHALL LIMIT OR MODIFY (X) THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 3 OR

SECTION 4 HEREIN, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, AND IN THE ANCILLARY AGREEMENTS OR (Y) THE ABILITY OF A BUYER INDEMNIFIED PARTY TO SEEK REMEDIES FOR FRAUD.

5.10 No Other Representations or Warranties.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 5, BUYERS DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT MADE OR INFORMATION COMMUNICATED (WHETHER ORALLY OR IN WRITING) TO THE SELLERS, THE BENEFICIAL OWNERS AND/OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO THE SELLERS, THE BENEFICIAL OWNERS AND/OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES BY ANY DIRECTOR, OFFICER, EMPLOYEE, ACCOUNTING FIRM, LEGAL COUNSEL, OR OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ANY OF THE BUYERS).

(b) BUYERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO THE SELLERS OR THE BENEFICIAL OWNERS EXCEPT AS CONTAINED IN THIS SECTION 5, AND ANY AND ALL STATEMENTS MADE OR INFORMATION COMMUNICATED BY THE BUYERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES OUTSIDE OF THIS AGREEMENT, WHETHER VERBALLY OR IN WRITING, ARE DEEMED TO HAVE BEEN SUPERSEDED BY THIS AGREEMENT, IT BEING AGREED THAT NO SUCH PRIOR OR CONTEMPORANEOUS STATEMENTS OR COMMUNICATIONS OUTSIDE OF THIS AGREEMENT SHALL SURVIVE THE EXECUTION AND DELIVERY OF THIS AGREEMENT.

SECTION 6. PRE-CLOSING COVENANTS AND AGREEMENTS.

6.1 Further Actions.

(a) From the date hereof until the earlier to occur of the Closing or such earlier time as this Agreement is terminated in accordance with Section 11, each Party will, and will cause their respective Affiliates to, cooperate in good faith with the other Parties and their respective Affiliates and take such actions and execute and deliver such documents and instruments that are reasonably necessary, proper or advisable to consummate the transactions contemplated hereby as promptly as practicable, including using its reasonable best efforts to (a) obtain each of the Material Consents, (b) prevent the entry of any pending or threatened Order that would prevent, prohibit or delay the consummation of the transactions contemplated hereby, (c) lift or rescind any existing Order preventing, prohibiting or delaying the consummation of the transactions contemplated hereby, (d) effect all necessary registrations, applications, notices and other filings required by applicable Law to consummate the transactions contemplated hereby, the fees payable to any applicable Governmental Authority for which shall be paid by Buyers and (e) cooperate with the other Parties with respect to all registrations, applications, notices and other filings by any other Party that are required by applicable Law or that such other Party otherwise elects to make to consummate the transactions contemplated hereby.

(b) During the Interim Period (to the extent not completed prior to the date hereof), each of the ACOs, Sellers, and Beneficial Owners shall, and shall cause their representatives, including, but not limited to, each ACO Executive, all ACO Application Contacts, all ACO Authorized to Sign, and contacts to the CMS Liaison, to use their best efforts to cooperate with the Buyers to obtain all necessary consents, approvals, or other federal, state and/or local governmental action necessary to comply with all applicable Laws, including, but not limited to, immediately initiating advanced notice to CMS of Sellers'

and Beneficiary Owners' sale of their interest in each ACO and, if occurring, any changes to the ACOs or operation of the ACOs as a result of the purchase and sale provided for in this Agreement requiring CMS review or approval, including but not limited to potential Significant Changes, if any, in order to obtain documentation or other evidence from CMS prior to Closing and satisfactory to the Buyers that either no approval and review by CMS of Cano Health's acquisition of Sellers' and Beneficial Owners' interests in each ACO is required or if changes to the ACOs or ACOs' operations as a result of the purchase and sale provided for in this Agreement are occurring, then CMS has approved or will approve prior to Closing those changes such that there will be no interruption in the operation or status of the ACOs as MSSP ACOs. Prior to or within three (3) business days after execution of this Agreement, the Buyers shall identify and discuss with the Sellers all changes, if any, requiring CMS review or approval or that may impact the ability of each ACO to continue to meet MSSP eligibility requirements as a result of the purchase and sale provided for in this Agreement and Buyers shall provide the Sellers with (i) a detailed explanation of the reason for the ownership change; (ii) a detailed description of each change, if any, requiring CMS approval or review together with supporting documentation; (iii) a post-Closing ACO organization chart; (iv) an updated ACO governing body template; and (v) any other information or documentation relevant and/or necessary to Sellers submission to CMS. Following receipt of the foregoing items, Sellers and ACO Executive(s) shall, together with Buyers' representatives, contact the CMS Liaison to the ACOs or other appropriate CMS contact to inform CMS of Cano Health's intended acquisition of Sellers' and Beneficial Owners' interest in each ACO and obtain from CMS its indication that no review or approval of Cano Health's acquisition of Sellers' and Beneficial Owners' interests in each ACO is required. If applicable, Sellers and ACO Executive(s) shall, together with Buyers' representatives, contact the CMS Liaison to the ACOs or other appropriate CMS contact to discuss any changes requiring CMS review or approval, including but not limited to potential Significant Changes, if any, in order to obtain initial CMS guidance on the timing of CMS change review and approval, the scope of the submission to the CMS Liaison, and any issues CMS may identify as affecting such approval. Based on this discussion between the CMS Liaison or other appropriate CMS contact, Sellers, ACO Executives, and the Buyers' representatives, the Sellers or ACO Executive(s), with the approval of Buyers, shall submit to CMS a written statement, including but not limited to the items set forth at (i) through (iv) above, in order to obtain the documentation required by Section 8.2(g). The Buyers and the Sellers shall also cooperate in good faith to determine, based on guidance from the CMS Liaison or other appropriate CMS contact, whether an interim management agreement or other similar agreement is required.

(c) In the event the Sellers and the Buyers agree prior to Closing to make any changes to the ACOs or operation of the ACOs as a result of the purchase and sale provided for in this Agreement requiring CMS review or approval, including but not limited to potential Significant Changes, then in addition to any other submission that may be required based upon the initial guidance received from CMS as described in Section 6.1(a) of this Agreement, during the Interim Period, the Sellers' or relevant ACO's ACO Executive shall, at the direction of the Buyers, notify CMS of changes for which a change request is required by accessing the Accountable Care Organization Management System ("**ACO-MS**") and submit change requests approved by the Buyers corresponding to each change to the ACOs' operations or ACOs as a result of the purchase and sale provided for in this Agreement requiring CMS approval and change requests effective upon filing. The Sellers' ACO Executive shall provide the Buyers with a change request identification number issued by CMS for each change request submitted on ACO-MS. Upon Buyers' request, Sellers' ACO Executive(s) shall promptly inform Buyers of the status of each change request; the status of each request will be available by accessing the ACO-MS. Sellers and ACO Executive(s) shall monitor the ACO-MS dashboards for the ACOs for notifications and CMS requests for more information regarding the change requests, which will appear in the ACO-MS. Sellers and ACO Executive(s) shall promptly inform Buyers of any notifications regarding submitted changes. In the event CMS requests more information regarding a change request, Buyers shall prepare the additional information and shall provide it to Seller's ACO Executive to submit to CMS through ACO-MS. Sellers and ACO Executive(s) shall promptly inform Buyers of ACOs' receipt of notification of CMS approval of each change request or other

submissions to CMS and that CMS has made the requested change. In the event of CMS denial of a change request or other submissions to CMS, Sellers or ACO Executive(s) shall promptly inform Buyers.

(d) During the Interim Period, the Sellers, Beneficial Owners, and ACOs shall take all actions necessary to maintain the ACOs as eligible ACOs under the MSSP in compliance with all MSSP regulations and guidance and the terms of the MSSP ACO Participation Agreement. These actions include but are not limited to commencing the renewal application process for all ACOs whose MSSP ACO Participation Agreement would otherwise expire at the end of the 2021 performance year and timely submitting all applications, filings, and supporting documentation necessary to effectuate such renewal. Sellers, Beneficial Owners, and ACOs will consult and cooperate with Buyers in these actions and all elections made as part of this process such that the submissions are approved by and satisfactory to the Buyers. In addition, with respect to all other elections that can be made in the ordinary course for the ACOs under MSSP rules within deadlines that occur during the Interim Period, Sellers, Beneficial Owners, and ACOs will consult and cooperate with Buyers such that all such elections are timely made or not made as are approved by and satisfactory to the Buyers; including but not limited to, as appropriate: (i) choice of Basic Track Level, (ii) choosing to opt to freeze the ACO at the current Basic Track Level pursuant to the CMS proposed rule, (iii) choice of repayment mechanism, (iv) selecting a Minimum Savings Rate / Minimum Loss Rate (MSR/MLR), (v) selecting the beneficiary assignment methodology, (vi) opting to take the SNF 3-Day rule waiver, (vii) opting to take the waiver for telehealth services, and (viii) setting up a beneficiary incentive program.

6.2 Operation of the Business. Except as expressly permitted by this Agreement, required by any applicable Law, Order or Contract, or as the Buyers may otherwise consent to in writing, during the Interim Period, the Companies shall, and the Sellers shall cause the Companies to:

(a) conduct their respective businesses in a reasonable and prudent manner in accordance with the Companies' past practices, including hiring and terminating personnel;

(b) preserve intact their respective existing business organizations and relations with its employees, customers, suppliers and others with whom it has a business relationship in the ordinary course of business consistent with past practice;

(c) preserve intact and protect its programs and properties and conduct its business in material compliance with applicable Law; and

(d) timely submit a Notice of Intent to Apply, Application, and other necessary documentation with respect to any ACO whose MSSP ACO Participation Agreement will terminate at the end of PY 2021 in order to renew the ACO's MSSP ACO Participation Agreement in accord with Section 6.1(d).

Without limiting the generality of the foregoing, during the Interim Period, without the prior written consent of Buyers, none of the Companies shall take or fail to take any action that, if taken or failed to be taken after December 31, 2020 but prior to the date hereof, would have been required to appear on the Disclosure Schedules in response to Section 3.7 hereto.

6.3 Access and Investigation. During the Interim Period, each of the Companies shall, and the Sellers shall cause the Companies to, give the Buyers and any actual or potential Debt Financing Sources (including their respective financial and legal representatives and advisors) reasonable access (during regular business hours) to, or copies of, all of the personnel properties, books, records, contracts, documents and insurance policies of each of the Companies.

6.4 Insurance Tail Policy. Prior to the Closing, the Company shall purchase the Insurance Tail Policy. The costs of the Insurance Tail Policy will be borne by the Sellers and treated as a Transaction Expense for purposes of this Agreement.

6.5 Financing Cooperation.

(a) During the Interim Period, the Companies shall use commercially reasonable efforts to, and will cause their respective officers, directors, employees, representatives and advisors, including legal and accounting, to use their commercially reasonable efforts to, provide information relating to the Companies to the Buyers in connection with the Buyers' arrangement of the debt financing for the transactions contemplated by this Agreement (the "**Debt Financing**") and cooperate with Buyers' arrangement of the Debt Financing, in each case as may be reasonably requested by the Buyers.

(b) If this Agreement is terminated for any reason, such that the Closing does not occur, the Buyers shall indemnify and hold harmless the Beneficial Owners, the Sellers, the Companies and their respective Subsidiaries (and their respective affiliates, officers, directors, and representatives) from and against any and all liabilities, obligations, damages, claims, expenses, interest, awards, judgments, penalties or losses suffered or incurred in connection with the arrangement of the Debt Financing, any information provided in connection therewith, or any assistance or activities provided in connection therewith, in each case, except to the extent such liabilities, obligations, damages, claims, expenses, interest, awards, judgments, penalties or losses arise from such Beneficial Owners, such Seller's, such Companies or any of their respective Subsidiary's or any of their respective officer's, director's, representative's or advisor's Fraud or willful misconduct, as finally determined by a court of competent jurisdiction (not subject to appeal). The Buyers shall promptly, upon written request by the Sellers, reimburse the Sellers for all reasonable out-of-pocket third-party costs incurred by the Sellers, the Companies or any of their respective Subsidiaries in connection with their cooperation pursuant to Section 6.5(a) (it being understood and agreed, however, that the Sellers (and not the Buyers) shall be responsible for (a) de minimis expenses, (b) fees payable to existing legal, financial or other advisors of the Sellers, the Companies or any of their respective Subsidiaries with respect to services provided prior to Closing, (c) any ordinary course amounts payable to existing employees of or consultants to the Sellers, the Companies or any of their respective Subsidiaries, or any of their respective Affiliates with respect to services provided prior to Closing (but only to the extent that such costs and expenses would have been so incurred regardless of the requirements set forth in Section 6.5(a)), and (d) any amounts that would have been incurred in connection with the transactions contemplated hereby regardless of the Debt Financing).

6.6 Exclusivity.

(a) During the Interim Period, none of the Companies, the Sellers or the Beneficial Owners shall take, nor shall the Companies, the Sellers or the Beneficial Owners permit, if applicable to the extent that such Party is an entity, any of their respective directors, managers, officers, employees, managers, advisors, representatives or agents to take (directly or indirectly), any of the following actions with any Person other than the Buyers or the Affiliates: (i) solicit, entertain, initiate, facilitate or knowingly encourage any proposal or offer from, or participate or engage in or conduct any discussion or negotiations with, any person relating to any inquiry, contact, offer or proposal, oral, written or otherwise, formal or informal, with respect to any possible Competing Transaction for any of the Companies; (ii) provide any information with respect to any Company to any Person other than the Buyers or their Affiliates, relating to (or which the Companies reasonably believes would be used for the purpose of formulating) an offer or proposal with respect to, or otherwise assist, cooperate with, facilitate or encourage any effort or attempt by any such Person with regard to, any possible Competing Transaction; (iii) approve or agree to or enter into an agreement with any person other than the Buyers or their Affiliates providing for a Competing Transaction; (iv) make or authorize any statement, recommendation, solicitation or endorsement in support

of any possible Competing Transaction; or (v) authorize or permit a Seller's (if such Seller is an entity), a Beneficial Owner's (if such Beneficial Owner is an entity) or any Company's directors, managers, officers, employees, managers, advisors, representatives or agents to directly or indirectly take any such action. The Companies shall promptly notify Buyer after receipt by any Company, any Seller, any Beneficial Owner, or, if applicable to the extent that such Party is an entity, any of their respective officers, directors, managers, employees, managers, agents, advisors or other representatives of any proposal for, or inquiry respecting, any Competing Transaction, or any request for nonpublic information in connection with such proposal or inquiry or for access to the properties, books or records of the Companies by any Person that informs or has informed any Company, any Seller or any Beneficial Owner that it is considering making or has made such a proposal or inquiry. The Companies, the Sellers and the Beneficial Owners shall immediately cease and cause to be terminated all existing discussions or negotiations with any parties conducted heretofore with respect to a Competing Transaction.

(b) "**Competing Transaction**" means any of the following involving, either directly or indirectly, any Company (other than the transactions contemplated hereby): (i) a merger, amalgamation, arrangement, consolidation, share exchange, business combination, equity investment or other similar transaction; (ii) any issuance, sale, lease, exchange, transfer, financing, leveraged recapitalization or other disposition of a material portion of the assets or debt or equity securities of any Company, either directly or indirectly; and (iii) a tender offer or exchange offer for, or other offer to purchase or redeem, any of the outstanding Equity Interests of any Company.

6.7 401(k) Plan. Prior to the Closing, Orange Care Group LLC (the "**Plan Fiduciary**") shall take all actions necessary to cause the 401(k) Plan to be in compliance with ERISA, the Code, and any other applicable Law. Thereafter, and prior to the Closing, the Plan Fiduciary shall terminate the 401(k) Plan. The Plan Fiduciary shall provide to Buyers all documentation relating to the foregoing, including resolutions executed by the Board of Managers of the Plan Fiduciary, evidencing the termination of the 401(k) Plan. The Plan Fiduciary shall also take such other actions in furtherance of terminating and/or freezing the 401(k) Plan as Buyers may reasonably request, including, but not limited to, obtaining a fidelity bond. During the seven-year period following the filing of the final IRS Form 5500 relating to 401(k) Plan, the Plan Fiduciary shall retain all records relating to each such plan in accordance with ERISA. The actions contemplated by this Section 6.7 shall be subject to the review and consent of Buyers, which shall not be unreasonably withheld.

6.8 Unit Rights Plan. During the Interim Period, (i) the Buyers agree to negotiate in good faith with the Sellers to develop a plan that is mutually acceptable to both the Buyers and the Sellers to resolve the various interests of holders of rights under the unit rights plan of Orange Care Group Holdings, LLC, and (ii) the Sellers agree to reasonably cooperate with the Buyers to ensure that all necessary steps (which steps shall not include the obtaining of a release or similar agreement from such holders) are taken at or prior to the Closing to resolve the various interests of holders of rights under the Unit Rights Plans so that no holder of a right or award under any Unit Rights Plan has a claim or right to receive payment from any Company or any Buyer or their respective Affiliates following receipt of payment at or in connection with the Closing.

6.9 ACO/DCE Matters. From and after the date hereof, Lissette Exposito (with respect to each ACO's contracted provider participant groups that are located in South Florida) and each of the Companies and their respective Representatives (with respect to each ACO's contracted provider participant groups that are located in any market other than South Florida) shall use, and Lissette Exposito shall cause the Companies and their respective Representatives to use, commercially reasonable best efforts in good faith to complete the following prior to September 10, 2021: (a) meet with all of the contracted provider participant groups located in the applicable market(s); (b) present the form of ACH DCE Participant

Agreement ("**ACHPA**") and other DCE literature to each such participant group; and (c) obtain signatures to the ACHPA from each such participant group.

SECTION 7.POST-CLOSING COVENANTS AND AGREEMENTS.

7.1 Confidentiality. From and after the Closing, each Seller and Beneficial Owner agrees to, and shall take reasonable measures to cause its respective agents, representatives, Affiliates, employees, officers and directors (in each case, as applicable) to, treat and hold as confidential all of each Buyer's and each Company's Trade Secrets, processes, patent applications, products, brands (including product specifications, recipes, formulas or manufacturing processes), product development, price, customer and supplier lists, pricing and marketing plans, policies and strategies, details of contracts operations methods, supplier information and relationships, product development techniques, business acquisition plans, new personnel acquisition plans and all other confidential or proprietary documents and information relating to the business and affairs of each Buyer and each Company, including any notes, analyses, compilations, studies, forecasts, interpretations or other documents that are derived from, contain, reflect or are based upon any such information and the organization documents and other corporate records and information of each Buyer and each Company (the "**Confidential Information**") and refrain from using any Confidential Information except in connection with this Agreement, and deliver promptly to Buyers, at Buyers' request, all Confidential Information (and all copies thereof in whatever form or medium) in its possession or under its control. Notwithstanding the foregoing, Confidential Information shall not include information that, at the time of disclosure, is available publicly and was not disclosed in breach of this Agreement. In the event that any Seller, any Beneficial Owner, or any of their agents, representatives, Affiliates, employees, officers or directors (as applicable) becomes legally compelled to disclose any Confidential Information, such Person shall provide Buyers with prompt written notice of such requirement so that Buyers may seek a protective order or other remedy or waive compliance with the provisions of this Section 7.1. In the event that a protective order or other remedy is not obtained or if Buyers waive compliance with this Section 7.1, such Person shall furnish only that portion of such Confidential Information that is legally required to be provided and exercise its reasonable best efforts to obtain assurances that confidential treatment will be accorded such information.

7.2 Tax Matters.

(a) Tax Treatment. For U.S. federal (and applicable state and local) income Tax purposes, the Parties agree that will be reported in a manner consistent with the treatment described in this Section 7.2(a), and no Party shall take a position on any Tax Return or any proceeding with respect to Taxes inconsistent with the such treatment, unless otherwise required by applicable Law or a final "determination" within the meaning of Section 1313(a)(1) of the Code (or any similar provision of state, local or non-U.S. Law). The Reorganizations are each intended to be treated as reorganizations described in Section 368(a)(1)(F) of the Code, the Equity Purchase is intended to be treated as (i) the purchase of the assets of the Reorganizing Companies in transactions governed by Section 1001 of the Code, and (ii) the acquisition of each of Total Care, Orange Healthcare Administration, LLC, Orange Care IPA of New Jersey, LLC, and Orange Care IPA of New York, LLC in transactions described in Revenue Ruling 99-6 (and thus as a purchase of the assets of each of Total Care, Orange Healthcare Administration, LLC, Orange Care IPA of New Jersey, LLC, and Orange Care IPA of New York, LLC for Buyer and as a sale of partnership interests for the applicable Sellers), and the Mergers are intended to be treated as reorganizations described in Section 368(a)(1) of the Code and Revenue Ruling 2001-46.

(b) Allocation of Closing Cash Purchase Price. Within thirty (30) days following the final determination of the Final Calculation of the Closing Cash Purchase Price, the Buyers shall prepare and deliver to the Sellers' Representative an allocation for Tax purposes of the portion of the Final Calculation of the Closing Cash Purchase Price not attributable to the Mergers (plus the Liabilities of the

Companies (other than the Target Merger Companies) and any other relevant items) among the assets of the Companies (other than the Target Merger Companies) in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and the methodology set forth in Schedule 7.2(b) (the "**Allocation**"). The Allocation shall be subject to Sellers' Representative's review and comment; provided, that, if the Sellers' Representative shall have any one or more objections to the Allocation, the Sellers' Representative shall deliver a detailed statement describing its objections to Buyers within thirty (30) days after receiving the Allocation. The Buyers shall consider in good faith any reasonable comments made by the Sellers' Representative to the Allocation that are timely received pursuant to the preceding sentence. The Buyers shall prepare and deliver to the Sellers' Representative, from time to time, for the Sellers' Representative's review and comment (and subject to the same procedures set forth above that apply to the Allocation), revised or supplemental copies of the Allocation (the "**Revised Allocation**") so as to report any matters on the Allocation that need updating or as may be required by Section 1060 of the Code and the Treasury Regulations promulgated thereunder (including any adjustments to the Final Calculation of the Closing Cash Purchase Price, if any). The Allocation and any Revised Allocation (each as finally determined hereunder) shall be conclusive and binding upon the Buyers, the Sellers' Representative, the Sellers and the Beneficial Owners for all Tax purposes, and the Parties agree that all Tax Returns (including IRS Form 8594 and any supplements thereto) shall be prepared in a manner consistent with (and the Parties shall not otherwise take a Tax position on a Tax Return or otherwise that is inconsistent with) the Allocation and any Revised Allocation (each as finally determined hereunder) unless required by the IRS or any other applicable taxing authority.

(c) Preparation of Tax Returns.

(i) Sellers' Representative, at Sellers' cost and expense, shall (A) prepare and file (or cause to be prepared and filed) all (1) Tax Returns of the Companies that are due before the Closing Date (the "**Pre-Closing Returns**"), and (2) income Tax Returns of the Companies for any Pre-Closing Tax Period for which items of income, deductions, credits, gains or losses are passed through to Sellers under applicable Law (the "**Pass-Thru Returns**" and, together with the Pre-Closing Returns, the "**Seller Prepared Returns**"), and (B) timely pay (or cause Sellers or Companies to timely pay) all Taxes that are shown as payable with respect to any Seller Prepared Returns. Sellers' Representative shall prepare all Seller Prepared Returns in a manner consistent with past practice, unless otherwise required by applicable Law. Sellers' Representative shall submit a draft of any Seller Prepared Return to Buyers for review at least twenty (20) days before the earlier of (1) the due date for filing thereof or (2) the date such Tax Return is actually filed, and, if Buyers determine any such Seller Prepared Return will or may reasonably be expected to impact Buyers or their Affiliates (including the Companies) after the Closing Date, Sellers' Representative shall incorporate into such Tax Return any changes reasonably requested by Buyers.

(ii) Buyers shall prepare and file (or cause the Companies to prepare and file) all Tax Returns of the Companies (other than Seller Prepared Returns) for any Pre-Closing Tax Period that are due after the Closing Date (the "**Buyer Prepared Returns**"). All Buyer Prepared Returns shall be prepared in a manner consistent with past practice of the Companies, unless otherwise required by applicable Law. Each Buyer Prepared Return shall be submitted to Sellers' Representative for Sellers' Representative's review and comment (A) in the case of any income Tax Return, at least twenty (20) days prior to the due date of such income Tax Return (taking into account extensions) and (B) in the case of any other material Tax Return that shows an amount for which Sellers are responsible for under the terms of this Agreement, as soon as reasonably practicable prior to the due date of such Buyer Prepared Return. Buyers shall consider in good faith any reasonable comments made by Sellers' Representative in such Buyer Prepared Return prior to filing. Sellers' Representative, on behalf of Sellers, shall pay to Buyers those Taxes shown on any Buyer Prepared Return (and with respect to any Buyer Prepared Return for any Straddle Period

allocated to Seller in a manner consistent with Section 7.2(g)) no later than five (5) Business Days before Buyers are required to file such Buyer Prepared Returns with the applicable taxing authority (taking into account any extensions timely filed by a Company), except to the extent the amount of any such Taxes was included in the calculation of Indebtedness of the Companies, as finally determined.

(d) Transfer Taxes. The Buyers shall pay 50%, and the Sellers shall pay 50% of any transfer, documentary, sales, use, value added, excise, stock transfer, stamp, recording, registration and any similar Taxes and fees, including any penalties and interest thereon, that become payable in connection with the transactions contemplated by this Agreement ("**Transfer Taxes**"). The applicable Parties shall cooperate preparing and in filing such forms and documents as may be necessary to permit any such Transfer Tax to be assessed and paid on or prior to the Closing Date with any available pre-sale filing procedure, and to obtain any exemption or refund of any such Transfer Tax.

(e) Tax Cooperation. The Parties shall cooperate fully, as and to the extent reasonably requested by Buyers or Sellers' Representative, in connection with (i) the preparation and filing of any Tax Return of the Companies, (ii) any Tax Contest, and (iii) any other matter under this Agreement relating to Taxes the Companies, in each case with respect to any Pre-Closing Tax Period (including any Straddle Period). Such cooperation shall include the retention and, upon Buyers' or Sellers' Representative's request, the provision of records and information that are reasonably relevant to any such Tax matter and access to employees and representatives on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Companies, Sellers and Beneficial Owners agree to: (A) retain all books and records relevant to Tax matters of the Companies with respect to Pre-Closing Tax Periods until the expiration of the statute of limitations (and any extensions thereof) of the applicable Tax period, and (B) give Buyers reasonable written notice prior to destroying or discarding any such books and records and, if Buyers so request upon such notice, Sellers and Beneficial Owners shall allow Buyers to take possession of such books and records.

(f) Tax Contests. If, at any time after the Closing, Buyers or the Companies receive notice of any proposed assessment of Taxes or the commencement of any Tax audit or administrative or judicial Tax proceeding with respect to Taxes payable by the Companies for a Pre-Closing Tax Period (a "**Tax Contest**"), then Buyers shall promptly notify Sellers' Representative, in writing, of such notice; provided, that no failure or delay of Buyers or the Companies in providing such notice shall reduce or otherwise affect the obligations of Sellers pursuant to this Agreement, except to the extent that Sellers are materially and adversely prejudiced as a result of such failure or delay. Buyers shall control the defense, compromise or other resolution of any such Tax Contest; provided, that if a Tax Contest relates solely to a Pass-Thru Return, Sellers' Representative shall have the right to assume control, at Sellers' expense, of such Tax Contest if within fifteen (15) days of receiving notice of the Tax Contest Sellers' Representative notifies Buyers of its intent to take control of such Tax Contest; provided, further, that (i) Buyers shall have the right to participate in the defense of any such Tax Contest and to employ its own counsel at its expense and (ii) Sellers' Representative shall not settle any such Tax Contest without Buyers' written consent, not to be unreasonably withheld, conditioned or delayed. If Sellers' Representative does not elect to control such Tax Contest, or for any other Tax Contest that relates to a Pre-Closing Tax Period, Buyers shall control such Tax Contest; provided, that Sellers' Representative shall have the right to participate in the defense of such Tax Contest and to employ its own counsel at its expense. In the event of a conflict between the provisions of this Section 7.2(f) and Section 9.2(g) with respect to a Tax Contest, the provisions of this Section 7.2(f) shall control.

(g) Straddle Period Taxes. Wherever applicable for this Agreement, in the case of a Straddle Period, the amount of any Taxes based on or measured by income, receipts, sales, use or payroll of the Companies for the Pre-Closing Tax Period shall be determined based on an interim closing of the

books as of the close of business on the Closing Date (and for such purpose, the taxable period of any partnership or other pass-through entity or non-U.S. entity in which the Companies holds a beneficial interest shall be deemed to terminate at such time), and the amount of other Taxes of the Companies for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on and including the Closing Date and the denominator of which is the number of days in such Straddle Period.

(h) Tax Free Reorganization Matters. Each of the Parties intends that, for United States federal income tax purposes, (a) the Merger will qualify as "reorganizations" within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder and (b) this Agreement is, and is hereby adopted as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3. The Parties shall not take any position inconsistent with such treatment, including on any Tax Returns or in any audit, absent a final "determination" to the contrary within the meaning of Section 1313 of the Code.

7.3 Non-Competition; Non-Solicitation.

(a) During the five (5) year period immediately following the Closing Date (the "**Restricted Period**"), each Restricted Party will not (i) directly or indirectly, anywhere in the Restricted Territory, whether as owner, partner, stockholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest or prepare to engage, participate, assist or invest in any Person that is engaged in the business, or any portion of the business, conducted by any Company as of the Closing; provided, however, that no Restricted Party shall be prohibited from owning up to two percent (2%) of the outstanding equity securities of a company that is publicly traded on a national securities exchange or in the over the counter market so long as such Person has no active participation in connection with the business of such company; (ii) directly or indirectly, recruit or attempt to recruit any person that is employed or engaged by any Company, any Buyer or any of their respective Affiliates or otherwise solicit, induce or influence, or attempt to solicit, induce or influence, any such person to leave employment with any Company, any Buyer or any of their Affiliates; provided, however, that a general solicitation not specifically targeted at the employees or independent contractors of any Company shall not be a violation of this clause (ii); or (iii) directly or indirectly, solicit or encourage, or attempt to solicit or encourage, any referral source, customer, supplier, patient, provider, client, integration partner or vendor of any Company, any Buyer or any of their respective Affiliates to terminate or otherwise modify adversely its business relationship with any Company, any Buyer or any of their respective Affiliates.

(b) A "**Restricted Party**" means each of the Sellers and each of the Beneficial Owners.

(c) "**Restricted Territory**" means anywhere in the United States.

(d) Each Restricted Party understands that the restrictions set forth in this Section 7.3 are intended to protect the interests of the Companies, Buyers and their respective Affiliates in the Companies' proprietary information, goodwill and established employee, customer, supplier, consultant and vendor relationships, and agree that such restrictions are reasonable and appropriate for this purpose. Each Restricted Party further acknowledges and agrees that the time, scope, geographic area and other provisions of this Section 7.3 have been specifically negotiated by sophisticated parties and absent each Restricted Party's agreement to and compliance with the restrictions set forth in this Section 7.3, Buyers would not have entered into the transactions contemplated by this Agreement. The Restricted Period shall be extended with respect to any Restricted Party by each day that such Restricted Party is in breach of Section 7.3. Each Restricted Party's obligations under this Section 7.3 are independent of any other

obligation the Companies, Buyers or their respective Affiliates has to such Restricted Party, including any such obligation under this Agreement. The existence of any claim or cause of action by the Companies, any Seller or any Beneficial Owner against Buyers, or Buyers against the Companies, as applicable, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by any Buyer or any Company, as applicable, of the restrictive covenants contained in this Section 7.3.

(e) The Parties expressly agree that the subject matter, length of time, geographical scope, and range of activities, as applicable, contained in this Section 7.3 are reasonable in light of the circumstances as they exist on the date upon which this Agreement has been executed. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character, duration or geographical scope of the restrictive covenants set forth in this Section 7.3 is unreasonable in light of the circumstances as they then exist, then it is the intention and the agreement of the Parties hereto that this Agreement shall be construed by the court in such a manner as to impose only those restrictions on the conduct of any Restricted Party that may be enforceable under applicable Law, to the fullest extent of such enforceability to assure Buyers of the intended benefit of this Agreement. If, in any judicial proceeding, a court shall refuse to enforce all of the separate covenants deemed included herein because, taken together, they are more extensive than necessary to assure Buyers of the intended benefit of this Agreement, it is expressly understood and agreed among the Parties hereto that those of such covenants that, if eliminated, would permit the remaining separate covenants to be enforced in such proceeding shall, for the purpose of such proceeding, be deemed eliminated from the provisions hereof.

7.4 Further Assurances. Each of the Parties hereto shall, after the Closing, use its respective commercially reasonable efforts to take or cause to be taken all appropriate action (including amending any Company Employee Plan), do or cause to be done all things necessary, proper or advisable and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

7.5 Directors and Officers.

(a) For a period of six (6) years after the Closing, the Buyers shall not, and shall not permit the Companies to, amend, repeal or otherwise modify any provision in any Companies' certificate of incorporation or formation, bylaws or limited liability company agreement (or equivalent governing documents) relating to the exculpation or indemnification of any past or present officers, directors, managers or similar functionaries (collectively, "**D&O Indemnitees**") in any manner that would adversely affect the rights of any D&O Indemnitee thereunder, unless any such alteration or modification is required by Law, it being the intent of the Parties that any rights to exculpation or indemnification (including with respect to advancement of expenses) in favor the D&O Indemnitees under the governing documents of each Company as of the Closing shall survive the Closing; provided, however, that for the avoidance of doubt, Losses incurred by any D&O Indemnitee arising from or related to a claim for indemnification by any Buyer Indemnified Party under Section 9 shall not constitute indemnifiable losses under the certificate of incorporation or formation, bylaws or limited liability company agreement (or equivalent governing documents) of any Company.

(b) If any Company or any of their respective successors or assigns (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, such Company shall use commercially reasonable efforts to make proper provisions so that the successors and assigns of such Company shall assume all of the obligations set forth in this Section 7.5.

(c) Notwithstanding anything in this Agreement to the contrary, if any claim, action, suit, proceeding or investigation (whether arising before, on or after the Closing Date) is made against any individual who was a D&O Indemnitee on or prior to the sixth (6th) anniversary of the Closing, the provisions of this Section 7.5 shall continue in effect until the final disposition of such claim, action, suit, proceeding or investigation.

(d) The provisions of this Section 7.5 are intended for the benefit of, and will be enforceable by (as express third-party beneficiaries), each D&O Indemnitee and his or her heirs and representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have had by contract or otherwise.

SECTION 8.CONDITIONS TO CLOSING.

8.1 Conditions to Closing Obligations of the Sellers.The obligations of the Sellers to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions, any one or more of which may be waived by the Sellers' Representative on or prior to the Closing Date:

(a) Representations and Warranties. The representations and warranties of the Buyers set forth in Section 5 and in the Ancillary Agreements shall be true and correct in all material respects as of the Closing Date (as if made as of and at the Closing), except to the extent that any such representation and warranty (i) expressly addresses matters as of a specific date, in which case such representation and warranty shall be true and correct as of such date, or (ii) is qualified by its terms as to materiality or Company Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects.

(b) Compliance with Covenants. The Buyers have materially performed and complied with all of its obligations and covenants under this Agreement that are to be performed or complied with before or at the Closing.

(c) No Buyer Material Adverse Effect. Since the date of this Agreement, no event has occurred and, as of the Closing Date, no fact, circumstance or condition exists that has had a Buyer Material Adverse Effect.

(d) No Legal Proceedings. As of the Closing Date, there is no pending or threatened Law, Order or suit, action or proceeding against any Party or Affiliate of any Party (i) involving any challenge to, or seeking damages or other relief in connection with, the transactions contemplated hereby or (ii) that may otherwise prevent, delay, make illegal, impose limitations or conditions on or otherwise interfere with consummation of the transactions contemplated hereby.

(e) Working Capital. The Working Capital Lower Target and the Working Capital Upper Target shall have been agreed to by the Parties.

(f) Buyers Deliveries. The Buyers shall have delivered each of the following to the Sellers' Representative:

(i) the Escrow Agreement, executed by the Buyers and the Escrow Agent (with a duplicate electronic copy delivered to the Escrow Agent);

(ii) executed counterparts of each Ancillary Agreement to which any Buyer or any of their respective Affiliates is a party;

(iii) certificates duly executed by the Buyers, certifying the satisfaction of the conditions set forth in Section 8.1(a) and Section 8.1(b).

8.2 Conditions to Closing Obligations of the Buyers. The obligations of the Buyers to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions, any one or more of which may be waived by the Buyers on or prior to the Closing Date:

(a) Representations and Warranties. The representations and warranties of the Companies, the Sellers and the Beneficial Owners that are set forth in Section 3 and Section 4 shall be true and correct in all material respects as of the Closing Date (as if made as of and at the Closing), except to the extent that any such representation and warranty (i) expressly addresses matters as of a specific date, in which case such representation and warranty shall be true and correct as of such date, or (ii) is qualified by its terms as to materiality or Company Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects.

(b) Compliance with Covenants. The Sellers, the Beneficial Owners and the Companies have each materially performed and complied with all of their respective obligations and covenants under this Agreement that are to be performed or complied with before or at the Closing.

(c) No Company Material Adverse Effect. Since the date of this Agreement, no event has occurred and, as of the Closing Date, no fact, circumstance or condition exists that has had a Company Material Adverse Effect.

(d) No Legal Proceedings. As of the Closing Date, there is no pending Law, Order or suit, action or proceeding against any Party or Affiliate of any Party (i) involving any challenge to, or seeking damages or other relief in connection with, the transactions contemplated hereby or (ii) that may otherwise prevent, delay, make illegal, impose limitations or conditions on or otherwise interfere with consummation of the transactions contemplated hereby.

(e) MSSP ACO Eligibility. The Sellers shall have taken all necessary steps such that each ACO meets MSSP ACO eligibility or other program requirements, and will have valid and in force MSSP ACO Participation Agreements with CMS for performance years 2021 and 2022, and provided written confirmation that all required governmental approvals have been obtained.

(f) Working Capital. The Working Capital Lower Target and the Working Capital Upper Target shall have been agreed to by the Parties.

(g) Sellers Deliveries. The Sellers' Representative shall have delivered each of the following to the Buyers:

(i) the Escrow Agreement, executed by the Sellers' Representative (with a duplicate electronic copy delivered to the Escrow Agent);

(ii) a letter agreement terminating, upon the payment of all amounts due thereunder, any obligations (other than any indemnification obligations) that the Company, the Sellers or any of the Beneficial Owners may have to Farlie Turner & Co., in form and substance reasonably acceptable to the Buyers;

(iii) a certificate, dated as of the Closing Date and executed on behalf of each Company by a duly elected officer of such Company, certifying (A) a true and complete copy of such Company's articles of formation or organization, including all amendments thereto, which is

in full force and effect as of the date hereof (the "**Articles of Organization**"); (B) a true and complete copy of such Company's limited liability company agreement, including all amendments thereto, which is in full force and effect as of the date hereof (the "**Company LLCA**", together with the Articles of Organization, such Company's "**Organizational Documents**"); and (C) resolutions of the Board of Managers of such Company and its equityholders approving, in accordance with such Company's Organizational Documents and applicable Law, this Agreement and the Ancillary Agreements to which such Company is a party and the transactions contemplated hereby and thereby (and, with respect to each Target Merger Company, resolutions of the Board of Managers of such Company and its equityholders approving the Mergers);

(iv) with respect to each Company, certificates issued by the Secretary of State of (A) the jurisdiction of organization of such Company and (B) each jurisdiction in which such Company is qualified to do business, in each case dated as of a date not earlier than three (3) Business Days prior to the Closing and stating that such Company is in good standing in such jurisdiction;

(v) all minute books and stock books, if any, of each Company in their possession, if not already located on the premises of such Company;

(vi) a certificate or certificates representing the Company Securities, if any are issued, accompanied by a duly executed share transfer deed for the transfer to the Buyers of the Company Securities, in form and substance satisfactory to the Buyers; provided, that in the event the certificate or certificates representing the Company Securities have been lost, stolen or destroyed, the Sellers shall deliver in lieu of an affidavit of loss with respect to such certificate(s), together with a customary indemnification, in form satisfactory to the Buyers;

(vii) an executed Director and Officer Resignation and Release Letter, in form and substance satisfactory to the Buyers, effective as of the Closing, for each director and officer of each Company (unless otherwise instructed in writing by the Buyers prior to the Closing);

(viii) an IRS Form W-9 validly executed by each Seller within thirty (30) days of the Closing Date;

(ix) at least three (3) Business Days prior to the Closing, fully-executed customary payoff and release letters (the "**Payoff Letters**") in form and substance reasonably satisfactory to Buyers from the holders of the Payoff Indebtedness, in each case which (A) reflect the amounts required in order to pay in full all such Payoff Indebtedness outstanding as of the Closing (including the outstanding principal, accrued and unpaid interest and prepayment and other penalties), (B) wire transfer instructions for the payment of such amounts and (C) provide that, upon payment in full of the amounts indicated therein, all guarantees by the Companies and any of their respective Subsidiaries and Liens with respect to the assets of the Companies and any of their respective Subsidiaries shall be automatically and without further action permanently released, terminated and of no further force and effect, together with all instruments and other documentation (in each case in form and substance reasonably satisfactory to the Buyers) necessary or desirable to release all guarantees by the Companies and any Liens on the assets of the Companies, including appropriate UCC financing statement amendments (termination statements);

(x) at least (3) Business Days prior to the Closing, the Sellers' Representative shall have delivered to the Buyers a list of the Persons entitled to payments under the Unit Rights Plans as a result of the consummation of the transactions contemplated by this Agreement, the amounts of such payments and instructions for payment of such amounts, as well as any other

information reasonably requested by the Buyers that is necessary to ensure the resolution of the various interests of holders of rights under the Unit Rights Plans;

(xi) executed counterparts of each Ancillary Agreement to which any Seller, Beneficial Owner, Company or any of their respective Affiliates is a party;

(xii) copies of each of the required consents listed on Schedule 8.2(g)(xii) (the "**Material Consents**"), which shall have been obtained and not repudiated, in full force and effect and in form and substance reasonably satisfactory to the Buyers;

(xiii) executed counterparts of each Ancillary Agreement to which the Sellers or any of their respective Affiliates is a party;

(xiv) the Release Agreement, executed by the Sellers and the Beneficial Owners; and

(xv) documentation or other evidence from CMS satisfactory to Buyers that no review or approval by CMS of Cano Health's acquisition of Sellers' and Beneficial Owners' interest in the ACOs is required and that ACOs' respective MSSP ACO Participation Agreements with CMS will continue in effect for their present terms. In the event either CMS does require review or approval of Cano Health's acquisition of Sellers' and Beneficial Owners' interests in ACOs or changes to the ACOs are occurring as a result of the purchase and sale provided for in this Agreement requiring CMS review or approval, including but not limited to potential Significant Changes, if any, then documentation or other evidence from CMS satisfactory to Cano Health that CMS has approved Cano Health's acquisition of Sellers' and Beneficial Owners' interests in ACOs and/or has approved any changes to the ACOs as a result of the purchase and sale provided for in this Agreement requiring CMS review or approval, including but not limited to potential Significant Changes, if any, and that CMS has approved continuance of each ACO's MSSP ACO Participation Agreement with CMS.

SECTION 9.INDEMNIFICATION AND RELATED MATTERS.

9.1 Survival.

(a) Survival. All representations, warranties, covenants and agreements set forth in this Agreement, the Disclosure Schedules or in any certificate or instrument delivered in connection herewith shall survive the Closing Date until the Applicable Limitation Date of such representation, warranty, covenant or agreement. For purposes of this Agreement, the "**Applicable Limitation Date**" shall mean the date that is fifteen (15) months after the Closing Date; provided, however that Applicable Limitation Date with respect to (i) the Fundamental Representations shall be the earlier of the expiration of the applicable statute of limitations and the date that is six (6) years after the Closing Date, (ii) all covenants and agreements herein that are to be performed after the Closing, shall be the date that is thirty (30) days after the end of the period contemplated by the terms of such covenant or agreement, and (iii) all covenants and agreements herein that are to be performed prior to the Closing shall be the date that is thirty (30) days after the Closing Date. The Parties hereto acknowledge and agree that with respect to any claims for indemnification pursuant to this Agreement, the survival periods set forth above shall govern when any such claim may be brought and shall replace and supersede any statute of limitations that may otherwise be applicable.

(b) Claims Notices. No claim may be made for indemnification hereunder for breach of any representations, warranties, or covenants after the expiration of the Applicable Limitation Date set

forth above; provided, that if the Buyers or the Sellers' Representative, as applicable, deliver written notice to the other Party of an indemnification claim for a breach of the representations, warranties, and covenants (to the extent practicable, stating in reasonable detail the nature of, and factual and legal basis for, any such claim for indemnification) within the applicable time periods set forth above, such claim shall survive until resolved or judicially determined. Further, the representations and warranties of each of the Parties set forth in this Agreement are material and shall be deemed to have been relied upon by the Party or Parties to whom they are made and shall survive as set forth above, regardless of any investigation on the part of such Party or its representatives (each Party reserving all rights hereunder in connection with any breach or alleged breach).

9.2 Indemnification.

(a) Subject to each of the limitations set forth in this Section 9, the Sellers and the Beneficial Owners shall, jointly and severally, indemnify and hold harmless Buyers and their Affiliates (including the Companies after the Closing), officers, directors, managers, employees, stockholders, members, agents, successors and permitted assigns (each, an "**Buyer Indemnified Party**," and together, the "**Buyer Indemnified Parties**") from and against any Losses that a Buyer Indemnified Party suffers, sustains or becomes subject to as a result of or in connection with:

(i) any inaccuracy or breach of any representation or warranty made by any Company, Seller or Beneficial Owner contained in this Agreement;

(ii) any Indemnified Taxes;

(iii) any failure to perform or breach of any covenant or agreement in this Agreement by any Company, Seller or Beneficial Owner;

(iv) any unpaid Indebtedness or Transaction Expenses of any Company, Seller or Beneficial Owner;

(v) any of the matters set forth on Schedule 9.2(a)(v); or

(vi) any Fraud committed by any Company, any Seller or any Beneficial Owner; or

(b) The right of a Buyer Indemnified Party to recover Losses pursuant to Section 9.2(a) shall be limited as follows:

(i) No Buyer Indemnified Party shall be entitled to indemnification pursuant to Section 9.2(a)(i) until the aggregate amount of all Losses in respect of claims for indemnification pursuant to Section 9.2(a)(i) exceeds eight hundred twenty-five thousand dollars ($825,000) (the "**Deductible**"), and then only to the extent of Losses in excess of the Deductible.

(ii) Any Losses claimed by a Buyer Indemnified Party in respect of a claim for indemnification pursuant to Section 9.2(a)(i) (other than claims relating to a Fundamental Representation) shall be recoverable from each of the Sellers and/or Beneficial Owners up to an aggregate maximum amount equal to $16,500,000; provided, however, that any Losses payable pursuant to this Section 9.2(b)(i) shall be recoverable solely by the forfeiture and delivery of Rollover Shares or delivery of proceeds received from the sale of Rollover Shares, in each case, pursuant to Section 9.2(b)(viii).

(iii) Any Losses claimed by a Buyer Indemnified Party in respect of a claim for indemnification pursuant to Section 9.2(a)(i) that relates to an inaccuracy or breach of a Fundamental Representation shall be recoverable from each of the Sellers and/or Beneficial Owners up to an aggregate maximum amount equal to $30,000,000; provided, however, that any Losses payable pursuant to this Section 9.2(b)(ii) shall be recoverable solely by the forfeiture and delivery of Rollover Shares or delivery of proceeds received from the sale of Rollover Shares, in each case, pursuant to Section 9.2(b)(viii).

(iv) Any Losses claimed by a Buyer Indemnified Party in respect of a claim for indemnification pursuant to Section 9.2(a)(ii)-(v) shall be recoverable from each of the Sellers and/or Beneficial Owners up to an aggregate maximum amount equal to such Seller's and its Beneficial Owners' Pro Rata Share of the Total Consideration.

(v) Any Losses claimed by a Buyer Indemnified Party in respect of a claim for indemnification pursuant to Section 9.2(a)(vi) shall be recoverable from each of the Sellers and/or Beneficial Owners.

(vi) The Buyer Indemnified Parties shall not be entitled to recover under Section 9.2(a) for any Loss to the extent such Loss was included in the calculation of the Final Calculation of the Closing Cash Purchase Price (without duplication).

(vii) In the case of any claim for indemnification based upon the Fraud of any individual Seller or Beneficial Owner (and not, for the avoidance of doubt, Fraud of any of the Companies), the Buyer Indemnified Parties shall only be entitled to recover indemnifiable Losses hereunder that the Buyer Indemnified Parties suffer or sustain as a result of or arising out of such Fraud from the Seller or the Beneficial Owner that committed such Fraud; provided that any Seller that has committed Fraud and such Seller's Beneficial Owner(s) shall be responsible for such Losses on a joint and several basis. Except as provided in the preceding sentence and notwithstanding anything else in this Agreement to the contrary, nothing in this Agreement shall limit or restrain (whether a temporal limitation, a dollar limitation or otherwise) the ability of a Buyer Indemnified Party to seek remedies against any Seller or Beneficial Owner for Fraud.

(viii) In the event that any indemnifiable Losses are payable to a Buyer Indemnified Party by any Seller or Beneficial Owner other than Rosenstock pursuant to this Section 9 in respect of a claim for indemnification pursuant to Section 9.2(a)(i) (an "**R&W Indemnity Payment Amount**"), such amounts are to be satisfied solely from and out of the Rollover Shares as set forth in this Section 9.2(b)(viii), and the Buyer Indemnified Party owed an R&W Indemnity Payment Amount shall have the right to acquire from each Merger Seller, and each Merger Seller shall be required to transfer, or cause to be transferred, to the applicable Buyer Indemnified Party, for no consideration, a number of Rollover Shares with an aggregate CHI Share Price as of the last Trading Day prior to delivery of the applicable Forfeit Notice equal to the applicable R&W Indemnity Payment Amount (such shares, the **"Forfeited Indemnity Shares**"). If a Buyer Indemnified Party exercises its rights hereunder to recover the Forfeited Indemnity Shares after an agreement or final, non-appealable order described in Section 9.2(h)(i) that finally determined the applicable R&W Indemnity Payment Amount, such Buyer Indemnified Party shall give the Sellers' Representative written notice of such (a "**Forfeit Notice**"), which Forfeit Notice shall include the amount of Rollover Shares to be forfeited by each Merger Seller, a reasonable description of the circumstances giving rise to the Buyer Indemnified Party's entitlement to such and a copy of the agreement or final, non-appealable order described in Section 9.2(h)(i) that finally determined the applicable R&W Indemnity Payment Amount. Each Merger Seller shall transfer or, to the extent that Rollover Shares remain on deposit in the Rollover Escrow Account, the Sellers' Representative

and CHI shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to release from the Rollover Escrow Account, the Forfeited Indemnity Shares to the applicable Buyer Indemnified Party within fifteen (15) Business Days after delivery to the Sellers' Representative of a valid and correct Forfeit Notice and if such Forfeited Indemnity Shares are not so transferred, the applicable Buyer Indemnified Party shall have the right, without any further action on the part of the Buyer Indemnified Parties, Merger Sellers or any other Person, to transfer on the books of the issuer of the Forfeited Indemnity Shares and to cancel any and all certificates, if any, representing such Forfeited Indemnity Shares. For the avoidance of doubt, any R&W Indemnity Payment shall be satisfied first from any Rollover Shares then remaining on deposit in the Rollover Escrow Account. Upon any acquisition and transfer of Forfeited Indemnity Shares, the Buyer Indemnified Parties shall issue to each Merger Seller a new certificate (if such securities are certificated) representing any Rollover Shares owned by such Merger Seller in excess of the Forfeited Indemnity Shares. If and solely to the extent that (x) a Merger Seller sells, transfers or otherwise conveys, directly or indirectly, all or any portion of the Rollover Shares (including without limitation by exercise of the Put Right) during the period in which they maintain indemnification obligations pursuant to this Section 9, (y) the Buyer Indemnified Parties are entitled to an R&W Indemnity Payment Amount on a finally determined basis pursuant to the terms hereof and (z) the Rollover Shares then remaining on deposit in the Rollover Escrow Account plus the number of Rollover Shares then held by the applicable Merger Seller is not sufficient to satisfy such R&W Indemnity Payment Amount pursuant to the terms of this Section 9.2(b)(viii), then such Merger Seller shall be obligated to make a cash payment to the Buyer Indemnified Parties in an amount equal to the proceeds that such Merger Seller received from the sale of the Rollover Shares that would otherwise have been acquired by the Buyer Indemnified Parties in order to satisfy the finally determined R&W Indemnity Payment Amount pursuant to the terms of this Section 9.2(b)(viii).

(c) Subject to each of the limitations set forth in this Section 9, the Buyers shall, jointly and severally, indemnify and hold harmless the Sellers and the Beneficial Owners and their Affiliates (excluding the Companies), officers, directors, managers, employees, stockholders, members, agents, successors and permitted assigns (each, an "**Seller Indemnified Party**," and together, the "**Seller Indemnified Parties**") from and against any Losses that a Seller Indemnified Party suffers, sustains or becomes subject to as a result of or in connection with:

(i) any inaccuracy or breach of any representation or warranty made by either Buyer contained in this Agreement;

(ii) any failure to perform or breach of any covenant or agreement in this Agreement by either Buyer; and

(iii) any Fraud by either Buyer.

(d) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall limit or restrain (whether a temporal limitation, a dollar limitation or otherwise) the ability of a Seller Indemnified Party to seek remedies against any Buyer for Fraud.

(e) Net Recovery. Each Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution, or other similar agreements for any Losses which form the basis of a claim for indemnification under this Section 9. The amount of any Losses for which indemnification is provided to any Buyer Indemnified Party pursuant to this Section 9.2 shall be calculated net of any insurance proceeds or any indemnity, contribution or other payments actually received by any Buyer Indemnified Party with respect thereto; provided, however, that if any Buyer Indemnified Party subsequently receives any such proceeds or payments relating to any matter giving rise to Losses after

the Sellers and Beneficial Owners have made any payments required pursuant to this Section 9.2 with respect to such indemnifiable Losses with respect to such matter to such Buyer Indemnified Party pursuant to this Section 9.2, the Buyer Indemnified Parties shall, promptly after the receipt thereof, reimburse each Seller and Beneficial Owner the amount (net of costs of recovery or collection) of cash payments actually paid by such Seller or Beneficial Owner by wire transfer of immediately available U.S. funds to the accounts designated by the Sellers' Representative.

(f) Mitigation. Each Buyer Indemnified Party shall promptly take all reasonable steps to mitigate any Losses eligible for indemnification hereunder upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto.

(g) All of the representations and warranties set forth in this Agreement or any certificate or schedule that are so qualified as to "material," "materiality," "material respects," "Company Material Adverse Effect," "Buyer Material Adverse Effect" or words of similar import or effect shall be deemed to have been made without such qualification for purposes of determining (i) whether a breach of such representation or warranty has occurred and (ii) the amount of Losses resulting from, arising out of or relating to any such breach of such representation or warranty.

(h) Procedures.

(i) If a Buyer Indemnified Party or a Seller Indemnified Party (each, an "**Indemnified Party**") wishes to seek indemnification under this Section 9, the Indemnified Party shall give written notice thereof to the Party or Parties from whom it seeks indemnification (the "**Indemnifying Party**"); provided, that in the case of any action or lawsuit brought or asserted by a third party (a "**Third Party Claim**") that would entitle the Indemnified Party to indemnity hereunder, the Indemnified Party shall promptly notify the Indemnifying Party of the same in writing; provided further, that the failure to so notify the Indemnifying Party promptly shall not relieve the Indemnifying Party of its indemnification obligation hereunder except to the extent that the Indemnifying Party has been materially prejudiced thereby. Any request for indemnification made by an Indemnified Party shall be in writing, shall specify in reasonable detail the basis for such claim, the facts pertaining thereto and, if known and quantifiable, the amount thereof (a "**Claim Notice**"). If the Indemnifying Party objects to the indemnification of an Indemnified Party in respect of any claim or claims specified in any Claim Notice, the Indemnifying Party, shall deliver a written notice specifying in reasonable detail the basis for such objection to Buyers on behalf of the Indemnified Party, within fifteen (15) Business Days after delivery by the Indemnified Party of such Claim Notice (the "**Dispute Statement**"). If a Dispute Statement is not received by the Indemnified Party within such fifteen (15) Business Day period, the amount set forth in the Claim Notice shall be deemed accepted by the Indemnifying Party. If the Indemnifying Party delivers to the Indemnified Party a Dispute Statement applicable to all or any portion of a claim within the period for delivery of the same set forth above, then the amount in dispute by such Indemnifying Party in such Dispute Statement shall not be payable to the Indemnified Party until either (A) the Buyers and the Sellers' Representative jointly agree in writing to the resolution of the amount in dispute in such Dispute Statement, or (B) a court of competent jurisdiction enters a final non-appealable order regarding the claim and the amount in dispute in such Dispute Statement, accompanied by a written opinion of a counsel of the presenting party to the effect that the court award, judgment or order is from a court of competent jurisdiction and that such court award, judgment or order is final and non-appealable.

(ii) So long as the Indemnifying Party acknowledges in writing that it will be liable for the subject matter and resulting amount of finally-determined Losses with respect to any Third Party Claim, the Indemnifying Party shall be entitled at its option to assume the defense of

such Third Party Claim and the Indemnified Party shall cooperate fully, at the Indemnifying Party's sole cost and expense, and shall be entitled reasonably to consult with the Indemnifying Party with respect to such defense; provided, that the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim if (A) the Indemnifying Party would be required to indemnify the Indemnified Party for less than half of the Losses that are reasonably foreseeable to result from any such Third Party Claim, (B) such Third Party Claim relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation, (C) such Third Party Claim seeks an injunction, equitable or other non-monetary relief against the Indemnified Party or (D) such Third Party Claim arises out of or relates to matters 2 or 3 set forth on Schedule 9.2(a)(v). Notwithstanding the foregoing, if the defendants in any such action include both the Indemnifying Party and the Indemnified Party, and the Indemnified Party reasonably shall have concluded that there may be a conflict between the positions of the Indemnifying Party and the Indemnified Party in conducting the defense of any such action or that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Party, then the Indemnified Party shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, in which case the reasonable fees and expenses of such counsel shall be at the expense of the Indemnifying Party. The Indemnifying Party shall not, without the written consent of the Indemnified Party, (X) settle or compromise any Third Party Claim or consent to the entry of any judgment that provides for relief other than the payment of monetary damages that are fully indemnified by the Indemnifying Party hereunder or (Y) settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant to the Indemnified Party a release from all liability in respect to such claim.

(iii) Notwithstanding the foregoing, Section 7.2(f) and not this Section 9.2(h) shall govern all Tax Contests.

(i) Adjustment to Closing Cash Purchase Price. Any indemnification payment made pursuant to this Section 9 shall be treated as an adjustment to the Final Calculation of the Closing Cash Purchase Price for all Tax purposes, except as otherwise required by Law.

9.3 Right to Set Off. The Buyer Indemnified Parties shall have the right to set off any and all consideration paid, payable, delivered or deliverable to any of the Sellers or Beneficial Owners on and after the Closing (including, without limitation, any amounts owed to any of the Sellers or Beneficial Owners on account of distributions as equity holders of CHI or with respect to the 2020 Reconciliation Payment or 2021 Reconciliation Payment) against any and all amounts for which such Seller or Beneficial Owner are required to indemnify any Buyer Indemnified Party pursuant to this Section 9, as determined by a final, nonappealable adjudication by a court of competent jurisdiction; provided, however, that if it is determined that the applicable Seller or Beneficial Owner is not required to indemnify any of the Buyer Indemnified Parties pursuant to this Section 9 (whether by final agreement of the Parties or final adjudication determined by a court of competent jurisdiction), the applicable amount previously set off shall be promptly paid to the applicable Seller or Beneficial Owner.

9.4 Exclusive Remedy. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, from and after the Closing, except (a) as set forth in Section 12.3, (b) in the case of Fraud, and (c) as expressly provided in this Agreement and the Ancillary Agreements, the indemnification provisions of this Section 9 shall be the sole and exclusive remedies of the Seller Indemnified Parties and the Buyer Indemnified Parties, respectively, for any Losses that the Buyer Indemnified Parties or the Seller Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with this Agreement, the Ancillary Agreements or the other transactions contemplated by this Agreement or the Ancillary Agreements. The limits imposed on the Buyers' and their

respective Non-Recourse Parties' remedies with respect to this Agreement and the transactions contemplated hereby (including this Section 9.4) were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid to the Seller hereunder. None of the Buyers or any of their respective Non-Recourse Parties may avoid the limitations on liability set forth in this Agreement by seeking damages for breach of contract, tort or pursuant to any other theory of liability. Nothing in this Section 9.4 shall limit a Party's right to (x) seek specific performance of the other Parties' obligations hereunder in accordance with Section 12.3 or (y) bring a claim (and, if successful, recover Losses therefrom) for Fraud.

SECTION 10. SELLERS' REPRESENTATIVE.

10.1 Appointment. In addition to the other rights and authority granted to Sellers' Representative elsewhere in this Agreement, all of the Sellers collectively and irrevocably constitute and appoint Sellers' Representative as their agent, attorney-in-fact and representative to act from and after the date hereof and to do any and all things necessary, convenient or appropriate to facilitate the consummation of the transactions contemplated by this Agreement and any Ancillary Agreement or otherwise perform the duties or exercise the rights granted to Sellers' Representative hereunder and thereunder, including the actions listed in Section 10.2. Frank Exposito hereby accepts his appointment as the initial Sellers' Representative.

10.2 Authorization. Sellers' Representative shall have the authority to:

(a) receive all notices or documents given or to be given to Sellers' Representative, any Seller or any Beneficial Owner pursuant hereto or in connection herewith and to receive and accept services of legal process in connection with any suit or proceeding arising under this Agreement or any Ancillary Agreement;

(b) engage counsel, and such accountants and other advisors and incur and pay such other expenses in connection with this Agreement and the transactions contemplated hereby as Sellers' Representative may in its sole discretion deem appropriate;

(c) administer this Agreement, including interpreting all terms and conditions herein and subject to the provisions of Section 12.1, consent to any amendment of this Agreement or any of the instruments to be delivered to the Buyers under this Agreement or any Ancillary Agreement; or

(d) after the Closing Date, take such action as Sellers' Representative may in his or her sole discretion deem appropriate in respect of (i) waiving any inaccuracies in the representations or warranties of any Buyer contained in this Agreement or in any document delivered by any Buyer pursuant hereto, (ii) taking such other action as Sellers' Representative is authorized to take under this Agreement, (iii) receiving, and if applicable, executing all documents or certificates and making all determinations, in its capacity as Sellers' Representative, required under this Agreement or any Ancillary Agreement, and (iv) all such actions as may be necessary to carry out any of the transactions contemplated by this Agreement, including the defense or settlement of any claims for which indemnification is sought pursuant to Section 9 or this Section 10 and any waiver of any obligation of any Buyer.

10.3 Indemnification of Sellers' Representative. Sellers' Representative shall be indemnified by Sellers and Beneficial Owners (and not any Buyer, any Company or any Merger Sub) for and shall be held harmless against any loss, liability or expense incurred by Sellers' Representative or any of its Affiliates and any of their respective partners, managers, directors, officers, employees, agents, stockholders, consultants, attorneys, accountants, advisors, brokers, representatives or controlling persons, in each case relating to Sellers' Representative's conduct as Sellers' Representative, other than losses, liabilities or

expenses resulting from Sellers' Representative's gross negligence or willful misconduct in connection with its performance under this Agreement or any Ancillary Agreement. This indemnification shall survive the termination of this Agreement. The costs of such indemnification (including the costs and expenses of enforcing this right of indemnification) shall be individual obligations of Sellers and Beneficial Owners, which obligations may be satisfied as contemplated by Section 10.7. Sellers' Representative may, in all questions arising under this Agreement or any Ancillary Agreement, rely on the advice of counsel and for anything done, omitted or suffered in good faith by Sellers' Representative in accordance with such advice, and Sellers' Representative shall not be liable to Sellers, Beneficial Owners or any other person. In no event shall Sellers' Representative be liable hereunder or in connection herewith for any indirect, punitive, special or consequential damages.

10.4 Reasonable Reliance. In the performance of its duties hereunder, Sellers' Representative shall be entitled to: (a) rely upon any document or instrument reasonably believed to be genuine, accurate as to content and signed by any Seller, any Beneficial Owner or any Party hereunder, and (b) assume that any Person purporting to give any notice in accordance with the provisions hereof has been duly authorized to do so.

10.5 Limitations. Notwithstanding anything to the contrary in this Agreement or any document related to this Agreement, Sellers' Representative will only have the power or authority to act regarding matters pertaining to Sellers and Beneficial Owners as a group and not regarding matters pertaining to an individual Seller in a manner different from Sellers generally or matters pertaining to an individual Beneficial Owner in a manner different from Beneficial Owners generally, and the powers conferred on Sellers' Representative in this Agreement shall not authorize or empower Sellers' Representative to do or cause to be done any action (including by amending, modifying or waiving any provision of this Agreement or any Ancillary Agreement) that (a) results in the amounts payable hereunder or thereunder to any Seller or any Beneficial Owner being distributed in any manner other than as permitted pursuant to this Agreement, (b) alters the consideration payable to any Seller or any Beneficial Owner pursuant to this Agreement or any Ancillary Agreement, or (c) adds to or results in an increase of any Seller's or any Beneficial Owner's indemnity or other obligations or liabilities under this Agreement or any Ancillary Agreement (including, for the avoidance of doubt, any change to the nature of the indemnity obligations); provided, however, that settlement of an indemnification matter, the Final Calculation of the Closing Cash Purchase Price, Closing Statement, the First Reconciliation Payment, Second Reconciliation Payment, or the Earnout Statement, in each case otherwise in accordance with this Agreement, shall not constitute a breach of the limitations set forth in clauses (a) through (c).

10.6 Removal of Sellers' Representative; Authority of Sellers' Representative. A majority-in-interest of Sellers and Beneficial Owners shall have the right at any time to remove the then-acting Sellers' Representative to appoint a successor Sellers' Representative; provided, that neither such removal of the then-acting Sellers' Representative nor such appointment of a successor Sellers' Representative shall be effective until the delivery of a signed acknowledgment by the successor Sellers' Representative to Buyers and the Companies that the successor Sellers' Representative accepts the responsibility of successor Sellers' Representative and agrees to perform and be bound by all of the provisions of this Agreement applicable to Sellers' Representative. For all purposes hereunder, a "majority-in-interest of Sellers and Beneficial Owners" shall be determined on the basis of their respective record and beneficial ownership of the Company Securities immediately prior to the Closing. Each successor Sellers' Representative shall have all of the power, authority, rights and privileges conferred by this Agreement upon the initial Sellers' Representative, and the term "**Sellers' Representative**" as used herein shall be deemed to include any interim or successor Sellers' Representative. Sellers' Representative may resign from their position as Sellers' Representative at any time by written notice delivered to Sellers and Buyers. In the event of such resignation, death, disability or incapacity, Sellers shall appoint a replacement to serve as Sellers' Representative in accordance with the terms of this Section 10.6.

10.7 Expenses. Sellers' Representative shall be entitled to reimbursement by Sellers and Beneficial Owners for out-of-pocket fees and expenses (including legal, accounting and other advisors' fees and expenses, if applicable) incurred by Sellers' Representative in performing its obligations under this Agreement, and each Seller and each Beneficial Owner shall be obligated to pay their respective share of any such out-of-pocket fees and expenses in accordance with the Allocation Schedule, directly from such Seller and such Beneficial Owner. Each Seller agrees to pay Sellers' Representative, promptly upon demand by Sellers' Representative therefor, its share of any fees and expenses incurred by Sellers' Representative, in accordance with the Allocation Schedule. In no event will Sellers' Representative be required to advance their own funds on behalf of the Sellers in its capacity as Sellers' Representative.

10.8 Irrevocable Appointment. Subject to Section 10.6, the appointment of Sellers' Representative hereunder is irrevocable and shall survive the consummation of the transactions contemplated by this Agreement. Any action taken by Sellers' Representative pursuant to the authority granted in this Section 10 shall be legally binding upon the Buyers, the Sellers and Beneficial Owners.

SECTION 11.TERMINATION.

11.1 Termination Events. This Agreement and the transactions contemplated hereby may be terminated before the Closing:

(a) by mutual agreement of the Buyers and the Sellers' Representative;

(b) by the Sellers' Representative with written notice to the Buyers if (i) the Buyers have materially breached any provision of this Agreement and the Sellers' Representative has not waived in writing such breach or such breach has not been cured by the Buyers upon the earlier to occur of (A) fifteen (15) Business Days after receipt by Buyers of written notice thereof from Sellers' Representative or (B) the End Date or (ii) the Closing has not occurred by the date that is forty-five (45) days from the date hereof (the "**End Date**"), except if such failure is due to a failure of the Companies, the Sellers or the Beneficial Owners to fulfill the conditions set forth in Section 8.2 (other than conditions which by their terms are required to be satisfied or waived at the Closing);

(c) by the Buyers, with written notice to the Sellers' Representative if (i) the Companies, the Sellers or the Beneficial Owners have materially breached any provision of this Agreement and Buyers have not waived in writing such breach or such breach has not been cured by the Companies, the Sellers or the Beneficial Owners, as applicable, upon the earlier to occur of (A) fifteen (15) Business Days after receipt by the Sellers' Representative of written notice thereof from Buyer or (B) the End Date or (ii) the Closing has not occurred by the End Date, except if such failure is due to a failure of Buyers to fulfill the conditions set forth in Section 8.1 (other than conditions which by their terms are required to be satisfied or waived at the Closing); or

(d) by either the Buyers or the Sellers' Representative if any court or other Governmental Authority shall have issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated hereby.

11.2 Effect of Termination. The Parties' termination rights under Section 11.1 are in addition to their rights under this Agreement or otherwise, and the exercise of any termination right will not be an election of remedies. If a Party validly terminates this Agreement pursuant to Section 11.1, then the provisions of this Agreement shall immediately become void and of no further force or effect and all further obligations of the Parties under this Agreement, other than those under Section 7.1 and Section 12, will

terminate; provided, that such termination shall not relieve any Party of liability for any willful breach of this Agreement.

SECTION 12.MISCELLANEOUS.

12.1 Amendment. This Agreement may not be amended, modified or supplemented except (a) by an instrument in writing signed by or on behalf of Buyers and Sellers' Representative; or (b) by a waiver in accordance with Section 12.2; provided, that this Section 12.1 (Amendment), Section 12.3 (Specific Performance), Section 12.6 (Binding Agreement; Assignment), Section 12.12 (Governing Law; Exclusive Jurisdiction; Waiver of Jury Trial), Section 12.13 (Parties in Interest) and Section 12.17 (Non-Recourse), may not be waived in a manner that is materially adverse to any Debt Financing Source without the prior written consent of such Debt Financing Source.

12.2 Waiver. Any Party to this Agreement may waive compliance or performance of any provision of this Agreement that is intended for the benefit of such waiving Party. Any such extension or waiver shall be valid only if set forth in a writing executed by the Party to be bound thereby. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. All rights and remedies existing under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available.

12.3 Specific Performance. Each Party agrees that in the event of a breach of this Agreement by such Party, money damages will be inadequate, and the other Parties may have no adequate remedy at law. Accordingly, each Party agrees that each other Party shall have the right, in addition to any other rights and remedies existing in its favor, to enforce specifically the terms and provisions of this Agreement not only by an action or actions for damages but also by an action or actions for equitable relief, including injunction and specific performance, in any the court specified in Section 12.12(b). If any such action is brought by a Party to enforce this Agreement, each other Party, as applicable, hereby waives the defense that there is an adequate remedy at law or the requirement for the posting of any bond or similar security.

12.4 Expenses. Except as otherwise expressly provided herein, each of the Parties hereto shall pay all of its own fees, costs and expenses (including fees, disbursements, costs and expenses of legal counsel, investment bankers, brokers, financial advisors, auditors, accountants or other third-party advisors, representatives and consultants) incurred in connection with the negotiation of this Agreement and the consummation of the transactions contemplated hereby.

12.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been duly made or given when: (a) personally delivered (with written confirmation of receipt), (b) mailed by first class mail, return receipt requested, or delivered by express courier service (receipt requested), or (c) sent via electronic mail to the respective Parties at the following addresses (or such other address for a Party as shall be specified in a notice given in accordance with this Section 12.5):

If to Sellers, Beneficial Owners or Sellers' Representative:

Frank Exposito
[redacted]
Email: [redacted]

with a copy to (which shall not constitute notice):

Nelson Mullins Riley & Scarborough LLP
2 South Biscayne Blvd.
Miami, FL 33131
Attn: Mike Segal, Esq.
Email: mike.segal@nelsonmullins.com

If to Buyers:

c/o Cano Health, LLC
9725 NW 117 Avenue, Second Floor
Miami, FL 33178
Attn: Dr. Marlow Hernandez, CEO
E-mail: mhernandez@canohealth.com

with a copy to (which shall not constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02110
Attn: Chris Wilson, Esq.
E-mail: cwilson@goodwinlaw.com

12.6 Binding Agreement; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by operation of law or otherwise without the prior written consent of Buyers and Sellers' Representative, and any attempted assignment in violation of this Section 12.6 shall be null and void *ab initio*; provided, further, that each Buyer may, without the prior written consent of Sellers' Representative, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned Subsidiaries; provided, further, that this Agreement may be assigned as collateral by each Buyer and each Company, and each Buyer and each Company may grant a security interest in their respective rights in, to and under this Agreement, in each case, to or for the benefit of any lenders to each Buyer, each Company or any of its affiliates. Notwithstanding anything to the contrary herein, no assignment shall relieve the assigning party of any of its obligations hereunder.

12.7 Severability. Any provision of this Agreement held to be prohibited by or invalid under applicable Law or public policy shall be ineffective only to the extent of such prohibition or invalidity, and all other terms of this Agreement shall remain in full force and effect. Except as provided in Section 12.2, upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.8 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments executed and delivered in connection herewith with sophisticated counsel. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement and the agreements, documents and instruments executed and delivered in connection herewith. The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant. For purposes

of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The use in this Agreement of the masculine pronoun in reference to a Party hereto shall be deemed to include the feminine or neuter, as the context may require. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references herein to "dollars" or "$" shall mean United States dollars. All references herein to any period of days shall mean the relevant number of calendar days unless otherwise specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. When calculating the period of time before which, within which or following which any act is to be done, notice given or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Any capitalized terms used in any Schedule, Exhibit or Appendix attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The phrases "date of this Agreement," "date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the preamble of this Agreement. Notwithstanding anything to the contrary contained in the Disclosure Schedules or in this Agreement, the information and disclosures contained in any Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in any other Disclosure Schedule or representation or warranty contained in Section 3 or Section 4 as though fully set forth in such Disclosure Schedule or representation or warranty for which applicability of such information and disclosure is reasonably apparent on the face of such disclosure notwithstanding the absence of a cross reference contained therein. The information set forth in the Disclosure Schedules is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever, including of any violation of Law or breach of any Contract. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedules or exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no Party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedules or exhibits in any dispute or controversy between the Parties hereto as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules and such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Nothing in the Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in this Agreement or create any covenant or obligation. The information in the Disclosure Schedules and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms "material" or "Company Material Adverse Effect" or other similar terms in this Agreement. Whenever a disclosure summarizes an agreement, contract or other document, such summary is qualified in its entirety by the terms, provisions and conditions of such agreement or other document. Any capitalized term used in the Disclosure Schedules and not otherwise defined therein, has the meaning given to such term in this Agreement. Any headings set forth in the Schedules are for convenience of reference only and do not affect the meaning or interpretation of any of the disclosures set forth in the Disclosure Schedules.

12.9 Headings and Captions. The headings and captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no heading or caption had been used in this Agreement.

12.10 Entire Agreement. This Agreement, the Disclosure Schedules to be delivered pursuant to the terms of this Agreement and the Ancillary Agreements contain the sole and entire agreement between the Parties and supersede any prior or contemporaneous understandings, agreements, representations or warranties by or between the Parties, written or oral, with respect to the subject matter hereof in any way. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, in each case including by facsimile or portable document format (.pdf), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

12.12 Governing Law; Exclusive Jurisdiction; Waiver of Jury Trial.

(a) The law, including the statutes of limitation, of the State of Delaware shall govern this Agreement, the interpretation and enforcement of its terms and any claim or cause of action (in law or equity), controversy or dispute arising out of or related to it or its negotiation, execution or performance, whether based on contract, tort, statutory or other law, in each case without giving effect to any conflicts-of-law or other principle requiring the application of the law of any other jurisdiction.

(b) Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other Party or its successors or assigns may be brought and determined by the Court of Chancery of the State of Delaware or if jurisdiction is not proper in such court, in Superior Court seated in New Castle County Delaware, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid court for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each of the Parties further agrees to accept service of process in any manner permitted by such court. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by Law, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY DEBT DOCUMENTATION OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PARTIES AGREE THAT ANY ACTION, CONTROVERSY, OR DISPUTE OF

ANY KIND OR NATURE (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) INVOLVING ANY DEBT FINANCING SOURCE THAT IS IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO ANY DEBT FINANCING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DOCUMENT RELATING TO SUCH DEBT FINANCING SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OR CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT BRING OR SUPPORT ANY LITIGATION, CAUSE OF ACTION, CROSS-CLAIM OR THIRD-PARTY CLAIM OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR IN EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY DEBT FINANCING SOURCE IN ANY WAY RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DEBT FINANCING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO ANY SUCH DEBT FINANCING OR THE PERFORMANCE THEREOF, IN ANY FORUM OTHER THAN THE FEDERAL AND NEW YORK STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN WITHIN THE CITY OF NEW YORK (AND THE APPELLATE COURTS THEREOF), BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION, AND THAT THE PROVISIONS OF THIS SECTION 12.12 RELATING TO THE WAIVER OF JURY TRIAL SHALL APPLY TO ANY SUCH LITIGATION, CAUSE OF ACTION, CLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM.

12.13 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties and their respective successors and assigns any rights or remedies under or by virtue of this Agreement, except that any Person that is a Indemnified Party shall have the right to enforce the obligations contained in Section 7 herein. Notwithstanding anything to the contrary contained herein, the Debt Financing Sources shall be express third-party beneficiaries with respect to, and shall have the right to enforce their interests under, this Section 12.13 (Parties in Interest), Section 12.1 (Amendment), Section 12.3 (Specific Performance), Section 12.6 (Binding Agreement; Assignment), Section 12.12 (Governing Law; Exclusive Jurisdiction; Waiver of Jury Trial) and Section 12.17 (Non-Recourse), which Sections shall survive any termination of this Agreement.

12.14 Press Releases and Announcements; Confidentiality. Except as permitted or expressly contemplated herein, no Party or its Affiliates, directors, officers, employees, managers, advisors, representatives or agents ("**Representatives**") will disclose to any third party the existence of this Agreement or the subject matter or terms hereof without the prior consent of the other Parties hereto; provided, that the Parties and their Affiliates will be permitted to disclose such information: (a) to their Representatives, stockholders or existing or prospective investors or other financing sources; (b) in connection with enforcing their rights under this Agreement or any Ancillary Agreements; (c) if such information is generally available to, or known by, the public (other than as a result of disclosure in violation hereof); (d) to the extent required to make any notices, or obtain any consents or approvals, expressly required hereunder; (e) to the extent required by applicable Law (provided that, in such case, the disclosing Party shall provide the other Parties with prompt written notice of such requirement prior to disclosure thereof and shall, upon request therefor by such other Parties, reasonably cooperate with such other Parties to obtain, at such other Parties' sole cost, a protective order or other remedy); or (f) in connection with a press release approved by Buyers and Sellers' Representative (provided that the approval of Sellers' Representative shall not be unreasonably withheld). No press release or public announcement related to this

Agreement or the transactions contemplated herein, and no other announcement or communication to the employees, patients, customers, payors, vendors, or referral sources of the Companies relating to the same, will be issued or made by any Party without the approval of Buyers and Sellers' Representative (provided that the approval of Sellers' Representative shall not be unreasonably withheld). Upon request, each such disclosing Person shall inform the non-disclosing Persons of any disclosures made pursuant to this Section 12.16.

12.15 Release.

(a) For and in consideration of the amount to be paid to Sellers under this Agreement, and the additional covenants and promises set forth in this Agreement, each Seller and each Beneficial Owner, on behalf of itself, himself or herself and its assigns, heirs, beneficiaries, creditors, representatives, agents and Affiliates (the "**Releasing Parties**"), hereby fully, finally and irrevocably releases, acquits and forever discharges each Company and their respective officers, directors, managers, managing member, partners, general partners, limited partners, managing directors, members, trustees, shareholders, representatives, employees, principals, agents, Affiliates, parents, subsidiaries, joint ventures, predecessors, successors, assigns, beneficiaries, heirs, executors, personal or legal representatives, insurers and attorneys of any of them (collectively, the "**Released Parties**") from any and all commitments, actions, debts, claims, counterclaims, suits, causes of action, damages, demands, liabilities, obligations, costs, expenses and compensation of every kind and nature whatsoever, past, present or future, at law or in equity, whether known or unknown, contingent or otherwise, which such Releasing Parties, or any of them, had, has or may have had at any time in the past until and including the date of this Agreement against the Released Parties, or any of them, including but not limited to any claims which relate to or arise out of such Releasing Party's prior relationship with the Companies (including its present and former subsidiaries, parent entities or any predecessors-in-interest) (collectively, for the purposes of this Section 12.15, "**Causes of Action**"); provided, that this release shall not affect or impair any of the rights of the Releasing Parties or any obligations of the Released Parties to the Releasing Parties arising under this Agreement or in any Ancillary Agreement.

(b) The Releasing Parties hereby represent to the Released Parties that the Releasing Parties: (i) have not assigned any Causes of Action or possible Causes of Action against any Released Party, (ii) fully intend to release all Causes of Action against the Released Parties including unknown and contingent Causes of Action (other than those specifically reserved above) and (iii) have consulted with counsel with respect to the execution and delivery of this general release and has been fully apprised of the consequences hereof.

(c) Each Releasing Party acknowledges that such Releasing Party has been advised to consult with legal counsel and is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in his/her/its favor at the time of executing the release, which, if known by him/her/it, must have materially affected his/her/its settlement with the releasee. Each Releasing Party being aware of said principle agrees to expressly waive any rights such Releasing Party may have thereunder, as well as under any other Law or common law principles of similar effect.

(d) Each of the Releasing Parties hereby acknowledges that he, she or it has been informed that each Company and/or its Affiliates and successors may from time to time enter into agreements for additional types of financing, including recapitalizations, mergers and initial public offerings of equity interests of each Company and/or its Affiliates and successors, and also may pursue acquisitions or enter into agreements for the sale of each Company and/or its Affiliates or successors or all or a portion of each Company's or its Affiliates' or successor's assets, which may result in or reflect an increase in equity value or enterprise value and that any and all claims based on such increases in equity

value or enterprise value (without limitation) are encompassed within the scope of the release described in this Section 12.15.

(e) The Releasing Parties hereby irrevocably covenant to refrain from, directly or indirectly: (i) asserting any Causes of Action, or commencing, instituting or causing to be commenced, or continuing with any claim, action or proceeding for a Cause of Action, and this Agreement may be raised by any Released Party or Buyers as an estoppel to any such claims, actions or proceedings and (ii) making any claim or commencing any action or proceeding against any Person (or assisting or encouraging any other Person in connection therewith) in which any claim, action or proceeding would arise against any Released Party for contribution or indemnity or other relief from, over and against any Released Party or which otherwise results in a Released Party suffering or incurring any Losses, whether under common law, equity, statute, Contract or otherwise, with respect to a Cause of Action. Without in any way limiting any of the rights and remedies otherwise available to any Released Party, the Releasing Parties shall indemnify and hold harmless each Released Party and each Buyer from and against all Causes of Action whether or not involving third-party claims, actions or proceedings, arising directly or indirectly from or in connection with the assertion by or on behalf of each Releasing Party or any of its Affiliates of any claim, action or proceeding or other matter which is, or is purported to be, a Cause of Action. It is the intention of each Seller, each Beneficial Owner and the other Releasing Parties that the release described in this Section 12.15 be effective as a bar to each Cause of Action hereinabove specified. In furtherance of this intention, Sellers, Beneficial Owners and the other Releasing Parties hereby expressly waive any and all rights and benefits conferred upon it by the provisions of applicable Law with respect to any Cause of Action and expressly consents that the release described in this Section 12.15 shall be given full force and effect according to each and all of its express terms and provisions.

12.16 Legal Representation. Following consummation of the transactions contemplated hereby, the Companies and their Subsidiaries' current and former legal counsel (including Nelson Mullins Riley & Scarborough LLP) (each, "**Company Counsel**") may serve as counsel to each and any of the Sellers and their Non-Recourse Parties in connection with any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated by this Agreement notwithstanding such representation or any continued representation of any other Person (including the Sellers and their direct or indirect equityholders), and each of the Parties (on behalf of itself and each of its Non-Recourse Parties) consents thereto and waives any conflict of interest arising therefrom. The decision to represent any of the Sellers and their Non-Recourse Parties shall be solely that of any such Company Counsel. Any attorney-client privilege, work product protection or expectation of confidentiality applicable to any communication relating exclusively to the negotiation, documentation or consummation of the transactions contemplated hereby between any Company Counsel and the Companies or any of their Subsidiaries (collectively, the "**Privileges**") shall survive the Closing and shall remain in full force and effect; provided, however, that notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, the Privileges and all information, data, documents or communications, in any format and by whomever possessed, covered by or subject to any of the Privileges (collectively, "**Privileged Materials**") shall, from and after the Closing, automatically be assigned and exclusively belong to, and be controlled by, the Sellers. For the avoidance of doubt, as to any Privileged Materials, the Buyers and the Companies, together with any of their respective Affiliates, successors or assigns, agree that no such party may knowingly use or rely on any of the Privileged Materials in any action or claim against or involving any of the Parties or any of their respective Non-Recourse Parties related to the transactions contemplated hereby after the Closing, and the Sellers shall have the right to assert any of the Privileges against the Companies and their Subsidiaries. The Companies further agree that, on their own behalf and on behalf of their Subsidiaries, any Company Counsel's retention by the Companies or any of their Subsidiaries shall be deemed completed and terminated without any further action by any Person effective as of the Closing. Notwithstanding the foregoing, in the event that a dispute arises between the Buyers or any Company, on the one hand, and a third party other than the Sellers, on the other hand, the Buyers or the Companies may assert the attorney-

client privilege to prevent the disclosure of the Privileged Materials to such third party and if requested by the Buyers, the Sellers shall assert such privilege; provided, however, that none of the Buyers or the Companies may waive such privilege without the prior written consent of the Sellers. In the event that the Buyers or the Companies are legally required by governmental order or otherwise to access or obtain a copy of all or a portion of the Privileged Materials, the Buyers shall promptly notify the Sellers in writing (including by making specific reference to this Section 12.16 so that the Sellers can seek (at their expense) a protective order).

12.17 Non-Recourse. Notwithstanding any provision of this Agreement or otherwise, the Parties agree on their own behalf and on behalf of their respective Subsidiaries and Affiliates that no Non-Recourse Party of a Party shall have any Liability relating to this Agreement, the Ancillary Agreements or any of the transactions contemplated hereby or thereby, except to the extent agreed to in writing by such Non-Recourse Party. For the avoidance of doubt, no claim shall be brought or maintained by any Seller, any Companies, any of their Subsidiaries, or any of their respective Affiliates, successors or assigns against any Debt Financing Source in connection with this Agreement, any Debt Documentation or the transactions contemplated hereby or thereby, whether at law or equity, in contract, tort, or otherwise. Notwithstanding the foregoing, nothing in this Section 12.17 shall limit the assertion by any Buyer of express rights of such Buyer or any of its Affiliates set forth in any Debt Documentation.

* * * *

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

THE COMPANIES:

Orange Care IPA of New Jersey LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Care IPA of New York LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Healthcare Administration, LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Care Management Services Organization LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Accountable Care Organization of South Florida LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Accountable Care Organization LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Care Group South Florida Management Services Organization

By: _____

Name: Frank Exposito

Title: Manager

Orange Care IPA, LLC

By: _____

Name: Lissette Exposito

Title: Manager

Total Care ACO, LLC

By: _____

Name: Lissette Exposito

Title: Manager

MERGER SELLERS:

Frank Exposito

_____

Lissette Exposito

_____

Lissette Exposito Irrevocable Trust

By: _____

Name: Frank Exposito

Title: Co-Trustee

PURCHASE SELLERS:

Orange Care Holdco I, LLC

By: _____

Name: Frank Exposito

Title: Manager

Total Care ACO, LLC

By: _____

Name: PAUL ROSENSTOCK

Title: OFFICER

MERGER SELLERS:

Frank Exposito

_____

Lissette Exposito

_____

Lissette Exposito Irrevocable Trust

By: _____

Name: _____

Title: _____

PURCHASE SELLERS:

Orange Care Holdco I, LLC

By: _____

Name: _____

Title: _____

Total Care ACO, LLC

By: _____

Name: _____

Title: _____

MERGER SELLERS:

Frank Exposito

_____

Lissette Exposito

_____

Lissette Exposito Irrevocable Trust

By: _____

Name: Marc Shachtman

Title: co-trustee

PURCHASE SELLERS:

Orange Care Holdco I, LLC

By: _____

Name: _____

Title: _____

Orange Care Holdco II, LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Care Holdco III, LLC

By: _____

Name: Frank Exposito

Title: Manager

Edison Holdings, LLC

By: _____

Name: _____

Title: _____

Expert Health Care Holdings, LLC

By: _____

Name: Lissette Exposito

Title: Manager

Orange Care Holdco II, LLC

By: _____

Name: _____

Title: _____

Orange Care Holdco III, LLC

By: _____

Name: _____

Title: _____

Edison Holdings, LLC

By: _____

Name: PAUL ROSENSTOCK

Title: PRESIDENT

Expert Health Care Holdings, LLC

By: _____

Name: _____

Title: _____

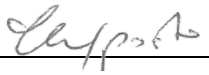
Frank Exposito

Lissette Exposito

BENEFICIAL OWNERS:

Frank Exposito

Lissette Exposito



Dr. Paul R. Rosenstock

Lissette Exposito Irrevocable Trust

By: 

Name: Frank Exposito

Title: Co-Trustee

Frank Exposito

_____

Lissette Exposito

_____

BENEFICIAL OWNERS:

Frank Exposito

_____

Lissette Exposito

_____

Dr. Paul R. Rosenstock

_____

Lissette Exposito Irrevocable Trust

By: _____

Name: _____

Title: _____

Frank Exposito

_____

Lissette Exposito

_____

BENEFICIAL OWNERS:

Frank Exposito

_____

Lissette Exposito

_____

Dr. Paul R. Rosenstock

_____

Lissette Exposito Irrevocable Trust

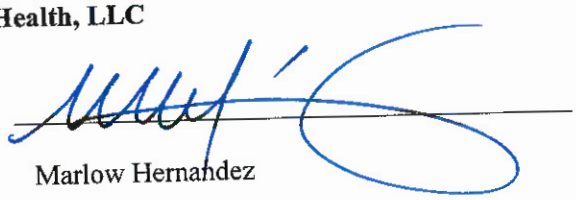
By: _____

Name: Marc Shachtman

Title: Co-Trustee

BUYERS:

Cano Health, LLC

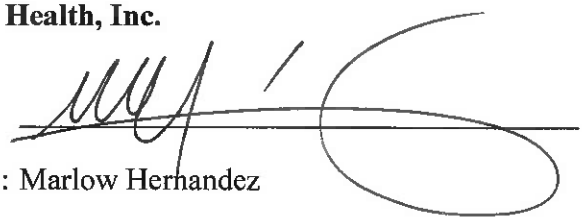
By: 

Name: Marlow Hernandez

Title: Chief Executive Officer

BUYERS:

Cano Health, Inc.

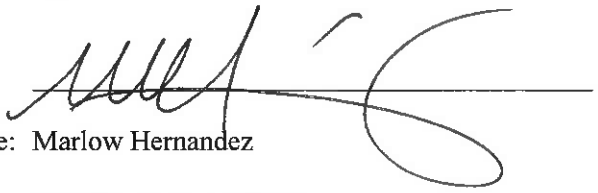
By: 

Name: Marlow Hernandez

Title: Chief Executive Officer

MERGER SUBS

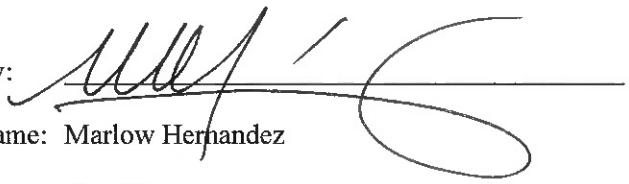
CHI Merger Sub I-A

By: 

Name: Marlow Hernandez

Title: Chief Executive Officer

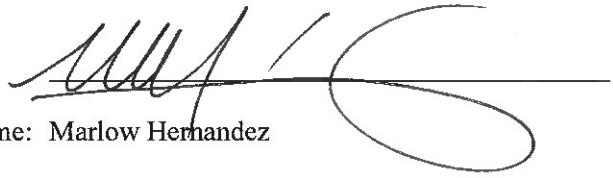
CHI Merger Sub II-A

By: 

Name: Marlow Hernandez

Title: Chief Executive Officer

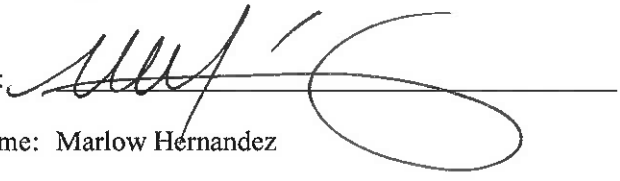
CHI Merger Sub I-B

By: 

Name: Marlow Hernandez

Title: Chief Executive Officer

CHI Merger Sub II-B

By: 

Name: Marlow Hernandez

Title: Chief Executive Officer

Exhibit A

Employment Agreements

(See attached.)

EMPLOYMENT AGREEMENT

This Employment Agreement (the "***Agreement***"), dated as of July 13, 2021, is effective as of the Commencement Date (defined below) between Cano Health, LLC (d/b/a Cano Health), a Florida limited liability company (the "***Company***"), and Frank Exposito, an individual (the "***Executive***").

WHEREAS, the Company desires to employ the Executive, and the Executive desires to be employed, all under the terms and conditions set forth in this Agreement;

WHEREAS, the effectiveness of this Agreement is a condition to the closing of the transactions contemplated by that certain Purchase Agreement and Plan of Merger, dated as of the date hereof, between the Company, the Executive and certain other persons named therein (the "***Purchase Agreement***"); and

WHEREAS, the Purchase Agreement provides that, upon termination by the Company of the Executive or Lissette Exposito without Cause (as defined in the Purchase Agreement), the release of the Rollover Shares to the Merger Sellers shall be accelerated in accordance with the terms and conditions in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises, covenants and agreements between the parties hereinafter set forth, the Company and the Executive, intending to be legally bound, agree as follows:

1. Employment.

(a) Term. The Company hereby employs the Executive, and the Executive hereby accepts such employment, on the terms set forth herein commencing on the Commencement Date and continuing, unless terminated earlier in accordance with the provisions of Section 3, until December 31, 2025 (the "***Term***"). The Executive's employment with the Company is and shall be on an "at-will" basis, meaning that either the Company or the Executive may end the employment relationship at any time, for any or no reason, with or without cause or notice.

(b) Position and Duties. During the Term, the Executive shall serve as President of Cano DCE (Job Description attached as Exhibit "A") and report directly to the Chief Executive Officer of the Company (the "***CEO***"). Executive shall also have such other powers and duties as may from time to time be prescribed by the CEO, provided that such duties are consistent with the Executive's position or other positions that the Executive may hold from time to time. The Executive shall devote the Executive's full working time and efforts to the business and affairs of the Company and shall engage in no outside work that may interfere with Executive's duties under this Agreement or violate the terms of Section 5. Notwithstanding the foregoing, the Executive may engage in such activities that do not present a conflict-of-interest and are approved in writing by the CEO or the Board of Directors of Cano Health, Inc. ("**Parent**"), the approval of which will not be unreasonably withheld, and may engage in religious, charitable or other community activities as long as such services and activities do not interfere with the Executive's performance

of the Executive's duties to the Company as provided in this Agreement or violate the terms of Section 5. The Executive shall work primarily from the Miami Lakes office located at 14750 NW 77th Court, Suite 308, Miami Lakes, FL 33016; *provided* that the Executive will be required to travel from time to time to the Company's offices in other locations, and otherwise to fulfill the duties of the Executive's position.

2. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's initial annual base salary shall be $400,000 (paid bi-weekly at a rate of $15,384.62, less applicable taxes, withholdings and authorized deductions) (the "***Base Salary***"). The Base Salary subject to discretionary increases as a result of annual reviews according with Company policy, but in any event will be increased by not less than any positive change in the consumer price index ("CPI") during the preceding year. The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives, but no less frequently than in monthly installments.

(b) Annual Cash Bonus. The Executive shall be eligible to receive an annual performance bonus for 2021 and each calendar year during the Term thereafter based upon the Company's achievement of EBITDA targets and the Executive's achievement of metrics relevant to the Executive's position, to be established jointly between the Company and the Executive (the "***Annual Cash Bonus***"). To earn any such Annual Cash Bonus, the Executive must, among other things, be employed by the Company on the date such bonus is paid (and not having provided the Company with notice prior to or on the payment date of the Executive's intent to terminate the Executive's employment), which payment date shall be within thirty (30) days after the completion of the Company's financial audit for the calendar year to which the Annual Cash Bonus pertains or as soon as reasonably practical as determined by the Company.

(c) Annual Equity Award. During the Term, for each of calendar years 2022 through 2025 the Executive shall, if employed by the Company for such year, be eligible to receive an equity award (an "***Annual Equity Award***") with a maximum annual value of $1,500,000 (the "***Target Annual Equity Award Value***"), comprised of restricted stock units in respect of shares of class A common stock of Parent ("***RSUs***"), which shall be subject to the terms and conditions of the Cano Health, Inc. 2021 Stock Option and Incentive Plan (as amended and in effect, the "***2021 Plan***") and the applicable equity award agreement. The Annual Equity Award for calendar year 2022 shall be contingent on the ACOs (as defined in the Purchase Agreement) converting at least fifty percent (50%) of their member lives as of the Commencement Date to American Choice Healthcare, LLC on or before September 10, 2021, in which case the full amount of the Target Annual Equity Award Value shall be earned. The formula and methodology for determining the actual amount of the Annual Equity Award for each of calendar years 2023 through 2025 shall be established jointly between the Company and the Executive after the Commencement Date but prior to each such calendar year.

(d) Business Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executives.

(e) Other Benefits. Beginning on the sixtieth (60^{th}) day after the Commencement Date (or earlier as permitted by plan documents and company policy) and continuing through the remainder of the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans (including health, dental, vision, and 401K) that are offered to other senior executives of the Company and that are in effect from time to time, subject to the terms of such plans.

(f) Paid Time Off; Holidays. During the Term, the Executive shall be entitled to accrue up to thirty (30) days of paid time off ("***PTO***") in each calendar year, which shall be accrued ratably per pay period. Unused PTO cannot be carried over to the next calendar year and all unused PTO remaining at the end of a calendar year, or upon the termination of this Agreement by either party with or without cause, will be forfeited without payment. The Executive shall also be entitled to all paid holidays given by the Company to its senior executives.

(g) Indemnification. The Executive shall be entitled to receive the same coverage under the Company's applicable insurance policies as other similarly situated executives and shall also be entitled to customary officers' and directors' indemnification coverage (including for the costs of any litigation incurred in the Executive's capacity as a director or officer of the Company or of the Parent) under the Company's and the Parent's respective limited liability company agreements on the same terms and conditions as other similarly situated executives.

3. Termination. Notwithstanding anything to the contrary contained in this Agreement, the Executive's employment hereunder may be terminated effective on the Date of Termination (defined below) under the following circumstances:

(a) Death. The Executive's employment hereunder shall immediately and automatically terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred eighty (180) days (which need not be consecutive) in any twelve (12) month period or the period required by law. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with reasonable accommodation, the Executive may, and, at the request of the Company, shall, submit to the Company a certification in reasonable detail by a physician selected by the Company, in the Company's reasonable discretion, as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, then the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq*. and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*

(c) Termination by the Company. The Company may terminate the Executive's employment hereunder at any time, for any reason or for no reason, and with or without cause or notice.

(d) Termination by the Executive. The Executive may terminate the Executive's employment hereunder at any time, for any reason or for no reason.

(e) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or by the Executive shall be communicated by delivery to the other party hereto of a written notice.

(f) Accrued Obligations. If the Executive's employment with the Company is terminated for any reason, then the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned through the Date of Termination; (ii) any unpaid expense reimbursements (subject to, and in accordance with, Section 2(d) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans.

(g) Resignation of all Other Positions. To the extent applicable, upon the termination of the Executive's employment with the Company for any reason, the Executive shall be deemed to have resigned from all officer and board member positions that the Executive holds with the Company or any of its respective subsidiaries and affiliates. The Executive shall execute any documents in reasonable form as may be requested by the Company from time to time to confirm or effectuate any such resignations.

4. Code Section 409A Compliance.

(a) The intent of the parties is that payments and benefits under this Agreement will not be subject to gross income inclusion, additional tax and interest provided for in Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "***Code Section 409A***") and this Agreement shall be interpreted accordingly. To the extent that any provision hereof is modified in order to avoid application of Code Section 409A, the modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without subjecting any payment hereunder to Code Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit that constitutes "nonqualified deferred compensation" upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or similar terms shall mean "separation from service."

(c) Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the Date of Termination to be a "specified employee" within the meaning

of that term under Code Section 409A(a)(2)(B), i.e., is a key employee (as defined in Code Section 416(i) without regard to paragraph (5) thereof) of a corporation any stock in which is publicly traded on an established securities market or otherwise, then with regard to any payment or the provision of any benefit under this Agreement that is considered "nonqualified deferred compensation" under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date that is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 4(c)) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum without interest from the original due date, and all remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. If any payment hereunder following termination of employment constitutes nonqualified deferred compensation under Code Section 409A and is contingent on Executive's execution of a release, if the period for Executive's review and execution of the release begins and ends in different tax years, then the payment contingent on execution of the Separation Agreement shall be paid to Executive in the later tax year to occur.

(d) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which the Executive incurs such expenses, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided in any other taxable year.

(e) For purposes of Code Section 409A, the Executive's right to receive installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(f) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment or benefit under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

(g) Without in any way limiting the effect of the foregoing provisions of this Section 4:

(i) if Code Section 409A requires that any special terms, provisions or conditions be included in this Agreement, then such terms, provisions and conditions shall, to the extent practicable, be deemed to be made a part of this Agreement; and

(ii) in the event that this Agreement shall be deemed to subject any payment hereunder to application of Code Section 409A, then, to the extent the Board considers it reasonable to do so, the Board and the Executive may attempt to amend the deferred compensation provided for herein, and the provisions of this Agreement related thereto, to avoid application of Code Section 409A, but, in any event, none of the Company, the Board nor its or their designees or agents shall be liable to the Executive or to any other person for actions, decisions or determinations made in good faith.

5. Restrictive Covenants.

(a) Confidentiality. The Executive understands and agrees that the Executive's employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information (defined below). At all times, both during the Executive's employment with the Company and after its termination, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the prior written consent of the Company, except as may be necessary in the ordinary course of performing the Executive's duties to the Company. For avoidance of doubt, nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity concerning any act or omission that the Executive reasonably believes constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

"***Confidential Information***" means all information belonging to the Company or any of its subsidiaries or affiliates which is of any value to the Company or any of its subsidiaries or affiliates in the course of conducting its business and the disclosure of which, in Company's reasonable discretion, could result in a competitive or other disadvantage to the Company or any of its subsidiaries or affiliates. Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information or plans; customer lists; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) which have been discussed or considered by the management of the Company or any of its subsidiaries or affiliates. Confidential Information includes information developed by the Executive in the course of the Executive's employment by the Company, as well as other information to which the Executive may have access in connection with the Executive's employment. Confidential Information also includes the confidential information of others with which the Company has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Executive's duties under this Section 5(a).

(b) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested in writing by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain with the Executive any such material or property or any copies thereof after such termination.

(c) Noncompetition; Nonsolicitation.

(i) During the Term and for twenty-four (24) months thereafter (the "***Noncompete Period***"), regardless of the reason for the termination of the Executive's employment, the Executive will not, without the express written approval of the CEO or the Board, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest in any Competing Business (defined below). "***Competing Business***" shall mean a business conducted in any Restricted Territory (defined below) that is engaged primarily in the ownership and operation, directly or indirectly, of a primary care medical practice or the delivery of primary care medical services, professional medical services, diagnostic, therapeutic and ancillary services, nursing and other clinical services, outpatient healthcare services, pharmacy services and all other services pertaining to the operation of a primary care medical practice or the delivery of primary care medical services and that competes with the Company or any of its subsidiaries or affiliates within a Restricted Territory. "***Restricted Territory***" shall mean Miami-Dade, Broward, Palm Beach, Orange and Hillsborough counties and all other counties in the State of Florida and any other state in which the Company or any of its subsidiaries or affiliates has clinical operations as of the Date of Termination. Notwithstanding the foregoing, the Executive may passively invest in the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competing Business. The running of the Noncompete Period shall be extended by the time during which the Executive engages in a violation of this Section 5(c)(i).

(ii) During the Term and for twenty-four (24) months thereafter (the "***Non-solicit Period***"), regardless of the reason for the termination of the Executive's employment, the Executive will refrain from (A) directly or indirectly employing, attempting to employ, recruiting or otherwise soliciting, inducing or influencing any person (other than Lissette Exposito or Marc Troisi) to leave such person's employment with the Company or any of its subsidiaries or affiliates (other than terminations of employment of subordinate employees undertaken in the course of the Executive's employment with the Company); and (B) soliciting or encouraging any customer, supplier or payer to terminate or otherwise modify adversely its business relationship with the Company or any of its subsidiaries or affiliates or any company included as of the Date of Termination in the then-current acquisition pipeline of the Company or any of its subsidiaries or affiliates. The running of the Non-solicit Period shall be extended by the time during which the Executive engages in a violation of this Section 5(c)(ii).

(iii) The Executive understands that the restrictions set forth in this Section 5(c) are intended to protect the Company's legitimate business interest in, among other things, its Confidential Information and established employee, customer and supplier relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose. Executive agrees that the rights of Company under this Section 5 may be assigned in Company's discretion.

(d) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information or the Executive's engagement in the Company's business. The Executive represents and warrants to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company do not and will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(e) Litigation and Regulatory Cooperation. During and after the Term, the Executive shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company.

(f) Injunction. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in this Section 5, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, if the Executive breaches, or proposes to breach, any portion of this Section 5, then the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

6. Arbitration of Disputes.

(a) Arbitration Generally. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination or retaliation, whether based on race, color, religion, national origin,

sex, pregnancy, gender, age, disability, sexual orientation, or any other protected class under applicable law) shall, to the fullest extent permitted by law, be settled by arbitration, with a single arbitrator, in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of JAMS in Miami, Florida in accordance with the JAMS Employment Arbitration Rules, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. The Executive understands that the Executive may only bring such claims in the Executive's individual capacity, and not as a plaintiff or class member in any purported class proceeding or any purported representative proceeding. The Executive further understands that, by signing this Agreement, the Company and the Executive are giving up any right they may have to a jury trial on all claims they may have against each other. Judgment upon the award rendered by the single arbitrator may be entered in any court having jurisdiction thereof. This Section 6 shall be specifically enforceable. Notwithstanding the foregoing, this Section 6 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a restraining order or injunction in circumstances in which such relief is appropriate, including without limitation relief sought under Section 5; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 6.

(b) Arbitration Fees and Costs. The Executive shall be required to pay an arbitration fee to initiate any arbitration equal to what the Executive would be charged as a first appearance fee in court. The Company shall advance the remaining fees and costs of the arbitrator. However, to the extent permissible under the law, and following the arbitrator's ruling on the matter, the arbitrator may rule that the arbitrator's fees and costs be distributed in an alternative manner. Each party shall pay its own costs and attorneys' fees, if any. If, however, any party prevails on a statutory or contractual claim that affords the prevailing party attorneys' fees (including pursuant to this Agreement), then the arbitrator may award attorneys' fees to the prevailing party to the extent permitted by law.

7. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 6 of this Agreement, the parties hereby consent to the jurisdiction of the state and federal courts located in Miami-Dade county Florida. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

8. Waiver of Jury Trial. Each of the Executive and the Company irrevocably and unconditionally WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY, INCLUDING WITHOUT LIMITATION THE EXECUTIVE'S OR THE COMPANY'S PERFORMANCE UNDER, OR THE ENFORCEMENT OF, THIS AGREEMENT.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter.

10. **Withholding**. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

11. **Successors and Assigns**. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the Executive's consent to any subsidiary or affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization or consolidation, into which the Company merges or to whom the Company transfers all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns. In the event of the Executive's death, after the Executive's termination of employment but prior to the completion by the Company of all payments due to the Executive under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to the Executive's death (or to the Executive's estate, if the Executive fails to make such designation).

12. **Enforceability; Effectiveness**. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If a court of competent jurisdiction determines that any covenant, agreement or provision contained in Section 5 is unreasonable as to its duration or geographic scope, or is otherwise unenforceable, then the parties hereto desire such court to reform such covenant, agreement or provision so that it covers the maximum period of time and geographic scope as to which it can be enforced under law, and to enforce such covenant, or portion thereof, to the fullest extent permissible under law.

13. **Survival**. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

14. **Waiver**. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. **Notices**. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally

recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the CEO or the Board.

16. **Amendment**. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

17. **Governing Law**. This Agreement shall be construed under and be governed in all respects by the laws of the State of Florida, without giving effect to the conflict of laws principles of such State. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the Eleventh Circuit.

18. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document. Signed counterparts of this Agreement may be delivered by facsimile, email or scanned .PDF image, and the facsimile, email or scanned signature of any party shall be considered to have the same binding legal effect as an original signature.

19. **Effectiveness**. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not be effective (other than this Section 19) until immediately following the occurrence of the Closing (as defined in the Purchase Agreement) (the date on which the Closing occurs is referred to herein as the "***Commencement Date***"). If the parties to the Purchase Agreement do not consummate the transactions contemplated thereby, this Agreement shall automatically be void, *ab initio*.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of date and year first above written.

CANO HEALTH, LLC

By: _____

Name: Marlow Hernandez

Title: Chief Executive Officer

FRANK EXPOSITO

_____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of date and year first above written.

CANO HEALTH, LLC

By: _____
Its: Chief Executive Officer

FRANK EXPOSITO

Date: July 13, 2021

EXHIBIT "A"
JOB DESCRIPTION

Executive is responsible for financial and business operations of the Company, including, among other areas, business analytics and payor relations and strategy.

EMPLOYMENT AGREEMENT

This Employment Agreement (the "***Agreement***"), dated as of July 13, 2021, is effective as of the Commencement Date (defined below) between Cano Health, LLC (d/b/a Cano Health), a Florida limited liability company (the "***Company***"), and Lissette Exposito, an individual (the "***Executive***").

WHEREAS, the Company desires to employ the Executive, and the Executive desires to be employed, all under the terms and conditions set forth in this Agreement;

WHEREAS, the effectiveness of this Agreement is a condition to the closing of the transactions contemplated by that certain Purchase Agreement and Plan of Merger, dated as of the date hereof, between the Company, the Executive and certain other persons named therein (the "***Purchase Agreement***"); and

WHEREAS, the Purchase Agreement provides that, upon termination by the Company of the Executive or Lissette Exposito without Cause (as defined in the Purchase Agreement), the release of the Rollover Shares to the Merger Sellers shall be accelerated in accordance with the terms and conditions in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises, covenants and agreements between the parties hereinafter set forth, the Company and the Executive, intending to be legally bound, agree as follows:

1. Employment.

(a) Term. The Company hereby employs the Executive, and the Executive hereby accepts such employment, on the terms set forth herein commencing on the Commencement Date and continuing, unless terminated earlier in accordance with the provisions of Section 3, until December 31, 2025 (the "***Term***"). The Executive's employment with the Company is and shall be on an "at-will" basis, meaning that either the Company or the Executive may end the employment relationship at any time, for any or no reason, with or without cause or notice.

(b) Position and Duties. During the Term, the Executive shall serve as President of Orange Care Group (Job Description attached as Exhibit "A") and report directly to the Chief Executive Officer of the Company (the "***CEO***"). Executive shall also have such other powers and duties as may from time to time be prescribed by the CEO, provided that such duties are consistent with the Executive's position or other positions that the Executive may hold from time to time. The Executive shall devote the Executive's full working time and efforts to the business and affairs of the Company and shall engage in no outside work that may interfere with Executive's duties under this Agreement or violate the terms of Section 5. Notwithstanding the foregoing, the Executive may engage in such activities that do not present a conflict-of-interest and are approved in writing by the CEO or the Board of Directors of Cano Health, Inc. ("**Parent**"), the approval of which will not be unreasonably withheld, and may engage in religious, charitable or other community activities as long as such services and activities do not interfere with the Executive's

performance of the Executive's duties to the Company as provided in this Agreement or violate the terms of Section 5. The Executive shall work primarily from the Miami Lakes office located at 14750 NW 77th Court, Suite 308, Miami Lakes, FL 33016; *provided* that the Executive will be required to travel from time to time to the Company's offices in other locations, and otherwise to fulfill the duties of the Executive's position.

2. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's initial annual base salary shall be $400,000 (paid bi-weekly at a rate of $15,384.62, less applicable taxes, withholdings and authorized deductions) (the "***Base Salary***"). The Base Salary subject to discretionary increases as a result of annual reviews according with Company policy, but in any event will be increased by not less than any positive change in the consumer price index ("CPI") during the preceding year. The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives, but no less frequently than in monthly installments.

(b) Annual Cash Bonus. The Executive shall be eligible to receive an annual performance bonus for 2021 and each calendar year during the Term thereafter based upon the Company's achievement of EBITDA targets and the Executive's achievement of metrics relevant to the Executive's position, to be established jointly between the Company and the Executive (the "***Annual Cash Bonus***"). To earn any such Annual Cash Bonus, the Executive must, among other things, be employed by the Company on the date such bonus is paid (and not having provided the Company with notice prior to or on the payment date of the Executive's intent to terminate the Executive's employment), which payment date shall be within thirty (30) days after the completion of the Company's financial audit for the calendar year to which the Annual Cash Bonus pertains or as soon as reasonably practical as determined by the Company.

(c) Annual Equity Award. During the Term, for each of calendar years 2022 through 2025 the Executive shall, if employed by the Company for such year, be eligible to receive an equity award (an "***Annual Equity Award***") with a maximum annual value of $1,500,000 (the "***Target Annual Equity Award Value***"), comprised of restricted stock units in respect of shares of class A common stock of Parent ("***RSUs***"), which shall be subject to the terms and conditions of the Cano Health, Inc. 2021 Stock Option and Incentive Plan (as amended and in effect, the "***2021 Plan***") and the applicable equity award agreement. The Annual Equity Award for calendar year 2022 shall be contingent on the ACOs (as defined in the Purchase Agreement) converting at least fifty percent (50%) of their member lives as of the Commencement Date to American Choice Healthcare, LLC on or before September 10, 2021, in which case the full amount of the Target Annual Equity Award Value shall be earned. The formula and methodology for determining the actual amount of the Annual Equity Award for each of calendar years 2023 through 2025 shall be established jointly between the Company and the Executive after the Commencement Date but prior to each such calendar year.

(d) Business Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executives.

(e) Other Benefits. Beginning on the sixtieth (60^{th}) day after the Commencement Date (or earlier as permitted by plan documents and company policy) and continuing through the remainder of the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans (including health, dental, vision, and 401K) that are offered to other senior executives of the Company and that are in effect from time to time, subject to the terms of such plans.

(f) Paid Time Off; Holidays. During the Term, the Executive shall be entitled to accrue up to thirty (30) days of paid time off ("***PTO***") in each calendar year, which shall be accrued ratably per pay period. Unused PTO cannot be carried over to the next calendar year and all unused PTO remaining at the end of a calendar year, or upon the termination of this Agreement by either party with or without cause, will be forfeited without payment. The Executive shall also be entitled to all paid holidays given by the Company to its senior executives.

(g) Indemnification. The Executive shall be entitled to receive the same coverage under the Company's applicable insurance policies as other similarly situated executives and shall also be entitled to customary officers' and directors' indemnification coverage (including for the costs of any litigation incurred in the Executive's capacity as a director or officer of the Company or of the Parent) under the Company's and the Parent's respective limited liability company agreements on the same terms and conditions as other similarly situated executives.

3. Termination. Notwithstanding anything to the contrary contained in this Agreement, the Executive's employment hereunder may be terminated effective on the Date of Termination (defined below) under the following circumstances:

(a) Death. The Executive's employment hereunder shall immediately and automatically terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred eighty (180) days (which need not be consecutive) in any twelve (12) month period or the period required by law. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with reasonable accommodation, the Executive may, and, at the request of the Company, shall, submit to the Company a certification in reasonable detail by a physician selected by the Company, in the Company's reasonable discretion, as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, then the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq*. and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*

(c) Termination by the Company. The Company may terminate the Executive's employment hereunder at any time, for any reason or for no reason, and with or without cause or notice.

(d) Termination by the Executive. The Executive may terminate the Executive's employment hereunder at any time, for any reason or for no reason.

(e) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or by the Executive shall be communicated by delivery to the other party hereto of a written notice.

(f) Accrued Obligations. If the Executive's employment with the Company is terminated for any reason, then the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned through the Date of Termination; (ii) any unpaid expense reimbursements (subject to, and in accordance with, Section 2(d) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans.

(g) Resignation of all Other Positions. To the extent applicable, upon the termination of the Executive's employment with the Company for any reason, the Executive shall be deemed to have resigned from all officer and board member positions that the Executive holds with the Company or any of its respective subsidiaries and affiliates. The Executive shall execute any documents in reasonable form as may be requested by the Company from time to time to confirm or effectuate any such resignations.

4. Code Section 409A Compliance.

(a) The intent of the parties is that payments and benefits under this Agreement will not be subject to gross income inclusion, additional tax and interest provided for in Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "***Code Section 409A***") and this Agreement shall be interpreted accordingly. To the extent that any provision hereof is modified in order to avoid application of Code Section 409A, the modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without subjecting any payment hereunder to Code Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit that constitutes "nonqualified deferred compensation" upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or similar terms shall mean "separation from service."

(c) Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the Date of Termination to be a "specified employee" within the meaning

of that term under Code Section 409A(a)(2)(B), i.e., is a key employee (as defined in Code Section 416(i) without regard to paragraph (5) thereof) of a corporation any stock in which is publicly traded on an established securities market or otherwise, then with regard to any payment or the provision of any benefit under this Agreement that is considered "nonqualified deferred compensation" under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date that is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 4(c)) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum without interest from the original due date, and all remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. If any payment hereunder following termination of employment constitutes nonqualified deferred compensation under Code Section 409A and is contingent on Executive's execution of a release, if the period for Executive's review and execution of the release begins and ends in different tax years, then the payment contingent on execution of the Separation Agreement shall be paid to Executive in the later tax year to occur.

(d) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which the Executive incurs such expenses, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided in any other taxable year.

(e) For purposes of Code Section 409A, the Executive's right to receive installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(f) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment or benefit under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

(g) Without in any way limiting the effect of the foregoing provisions of this Section 4:

(i) if Code Section 409A requires that any special terms, provisions or conditions be included in this Agreement, then such terms, provisions and conditions shall, to the extent practicable, be deemed to be made a part of this Agreement; and

(ii) in the event that this Agreement shall be deemed to subject any payment hereunder to application of Code Section 409A, then, to the extent the Board considers it reasonable to do so, the Board and the Executive may attempt to amend the deferred compensation provided for herein, and the provisions of this Agreement related thereto, to avoid application of Code Section 409A, but, in any event, none of the Company, the Board nor its or their designees or agents shall be liable to the Executive or to any other person for actions, decisions or determinations made in good faith.

5. Restrictive Covenants.

(a) Confidentiality. The Executive understands and agrees that the Executive's employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information (defined below). At all times, both during the Executive's employment with the Company and after its termination, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the prior written consent of the Company, except as may be necessary in the ordinary course of performing the Executive's duties to the Company. For avoidance of doubt, nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity concerning any act or omission that the Executive reasonably believes constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

"***Confidential Information***" means all information belonging to the Company or any of its subsidiaries or affiliates which is of any value to the Company or any of its subsidiaries or affiliates in the course of conducting its business and the disclosure of which, in Company's reasonable discretion, could result in a competitive or other disadvantage to the Company or any of its subsidiaries or affiliates. Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information or plans; customer lists; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) which have been discussed or considered by the management of the Company or any of its subsidiaries or affiliates. Confidential Information includes information developed by the Executive in the course of the Executive's employment by the Company, as well as other information to which the Executive may have access in connection with the Executive's employment. Confidential Information also includes the confidential information of others with which the Company has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Executive's duties under this Section 5(a).

(b) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested in writing by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain with the Executive any such material or property or any copies thereof after such termination.

(c) Noncompetition; Nonsolicitation.

(i) During the Term and for twenty-four (24) months thereafter (the "***Noncompete Period***"), regardless of the reason for the termination of the Executive's employment, the Executive will not, without the express written approval of the CEO or the Board, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest in any Competing Business (defined below). "***Competing Business***" shall mean a business conducted in any Restricted Territory (defined below) that is engaged primarily in the ownership and operation, directly or indirectly, of a primary care medical practice or the delivery of primary care medical services, professional medical services, diagnostic, therapeutic and ancillary services, nursing and other clinical services, outpatient healthcare services, pharmacy services and all other services pertaining to the operation of a primary care medical practice or the delivery of primary care medical services and that competes with the Company or any of its subsidiaries or affiliates within a Restricted Territory. "***Restricted Territory***" shall mean Miami-Dade, Broward, Palm Beach, Orange and Hillsborough counties and all other counties in the State of Florida and any other state in which the Company or any of its subsidiaries or affiliates has clinical operations as of the Date of Termination. Notwithstanding the foregoing, the Executive may passively invest in the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competing Business. The running of the Noncompete Period shall be extended by the time during which the Executive engages in a violation of this Section 5(c)(i).

(ii) During the Term and for twenty-four (24) months thereafter (the "***Non-solicit Period***"), regardless of the reason for the termination of the Executive's employment, the Executive will refrain from (A) directly or indirectly employing, attempting to employ, recruiting or otherwise soliciting, inducing or influencing any person (other than Frank Exposito or Marc Troisi) to leave such person's employment with the Company or any of its subsidiaries or affiliates (other than terminations of employment of subordinate employees undertaken in the course of the Executive's employment with the Company); and (B) soliciting or encouraging any customer, supplier or payer to terminate or otherwise modify adversely its business relationship with the Company or any of its subsidiaries or affiliates or any company included as of the Date of Termination in the then-current acquisition pipeline of the Company or any of its subsidiaries or affiliates. The running of the Non-solicit Period shall be extended by the time during which the Executive engages in a violation of this Section 5(c)(ii).

(iii) The Executive understands that the restrictions set forth in this Section 5(c) are intended to protect the Company's legitimate business interest in, among other things, its Confidential Information and established employee, customer and supplier relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose. Executive agrees that the rights of Company under this Section 5 may be assigned in Company's discretion.

(d) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information or the Executive's engagement in the Company's business. The Executive represents and warrants to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company do not and will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(e) Litigation and Regulatory Cooperation. During and after the Term, the Executive shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company.

(f) Injunction. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in this Section 5, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, if the Executive breaches, or proposes to breach, any portion of this Section 5, then the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

6. Arbitration of Disputes.

(a) Arbitration Generally. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination or retaliation, whether based on race, color, religion, national origin,

sex, pregnancy, gender, age, disability, sexual orientation, or any other protected class under applicable law) shall, to the fullest extent permitted by law, be settled by arbitration, with a single arbitrator, in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of JAMS in Miami, Florida in accordance with the JAMS Employment Arbitration Rules, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. The Executive understands that the Executive may only bring such claims in the Executive's individual capacity, and not as a plaintiff or class member in any purported class proceeding or any purported representative proceeding. The Executive further understands that, by signing this Agreement, the Company and the Executive are giving up any right they may have to a jury trial on all claims they may have against each other. Judgment upon the award rendered by the single arbitrator may be entered in any court having jurisdiction thereof. This Section 6 shall be specifically enforceable. Notwithstanding the foregoing, this Section 6 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a restraining order or injunction in circumstances in which such relief is appropriate, including without limitation relief sought under Section 5; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 6.

(b) Arbitration Fees and Costs. The Executive shall be required to pay an arbitration fee to initiate any arbitration equal to what the Executive would be charged as a first appearance fee in court. The Company shall advance the remaining fees and costs of the arbitrator. However, to the extent permissible under the law, and following the arbitrator's ruling on the matter, the arbitrator may rule that the arbitrator's fees and costs be distributed in an alternative manner. Each party shall pay its own costs and attorneys' fees, if any. If, however, any party prevails on a statutory or contractual claim that affords the prevailing party attorneys' fees (including pursuant to this Agreement), then the arbitrator may award attorneys' fees to the prevailing party to the extent permitted by law.

7. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 6 of this Agreement, the parties hereby consent to the jurisdiction of the state and federal courts located in Miami-Dade county Florida. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

8. Waiver of Jury Trial. Each of the Executive and the Company irrevocably and unconditionally WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY, INCLUDING WITHOUT LIMITATION THE EXECUTIVE'S OR THE COMPANY'S PERFORMANCE UNDER, OR THE ENFORCEMENT OF, THIS AGREEMENT.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter.

10. **Withholding**. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

11. **Successors and Assigns**. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the Executive's consent to any subsidiary or affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization or consolidation, into which the Company merges or to whom the Company transfers all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns. In the event of the Executive's death, after the Executive's termination of employment but prior to the completion by the Company of all payments due to the Executive under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to the Executive's death (or to the Executive's estate, if the Executive fails to make such designation).

12. **Enforceability; Effectiveness**. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If a court of competent jurisdiction determines that any covenant, agreement or provision contained in Section 5 is unreasonable as to its duration or geographic scope, or is otherwise unenforceable, then the parties hereto desire such court to reform such covenant, agreement or provision so that it covers the maximum period of time and geographic scope as to which it can be enforced under law, and to enforce such covenant, or portion thereof, to the fullest extent permissible under law.

13. **Survival**. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

14. **Waiver**. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. **Notices**. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally

recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the CEO or the Board.

16. **Amendment**. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

17. **Governing Law**. This Agreement shall be construed under and be governed in all respects by the laws of the State of Florida, without giving effect to the conflict of laws principles of such State. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the Eleventh Circuit.

18. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document. Signed counterparts of this Agreement may be delivered by facsimile, email or scanned .PDF image, and the facsimile, email or scanned signature of any party shall be considered to have the same binding legal effect as an original signature.

19. **Effectiveness**. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not be effective (other than this Section 19) until immediately following the occurrence of the Closing (as defined in the Purchase Agreement) (the date on which the Closing occurs is referred to herein as the "***Commencement Date***"). If the parties to the Purchase Agreement do not consummate the transactions contemplated thereby, this Agreement shall automatically be void, *ab initio*.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of date and year first above written.

CANO HEALTH, LLC

By: _____

Name: Marlow Hernandez

Title: Chief Executive Officer

LISSETTE EXPOSITO

_____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of date and year first above written.

CANO HEALTH, LLC

By: _____
Its: Chief Executive Officer

LISSETTE EXPOSITO

_____

Date: July 13, 2021

EXHIBIT "A"
JOB DESCRIPTION

Executive is responsible for executive management, strategy development, population health management initiatives, and provider recruitment and relations.

Appendix I

(*to be attached.*)

Appendix II

(*to be attached.*)

Appendix III

(*to be attached.*)

Appendix IV

Earnout Methodology

The Earned Share Percentage for purposes of First Earnout Statement shall be equal to the highest of (i) the Earned Share Percentage set forth opposite the relevant benchmark for 2022 Gross Shared Savings determined in accordance with the 2022 Gross Shared Savings Methodology, (ii) the Earned Share Percentage set forth opposite the relevant benchmark for 2022 Company EBITDA determined in accordance with the 2022 Company EBITDA Methodology and (iii) the Earned Share Percentage set forth opposite the relevant benchmark for ACO/DCE Membership for performance year 2022 determined in accordance with the 2022 ACO/DCE Membership Methodology, in each case as set forth below:

1. The Earned Share Percentage based on the amount of 2022 Gross Shared Savings (the "**2022 Gross Shared Savings Methodology**") shall be determined as follows:

If 2022 Gross Shared Savings equals or exceeds:	then the Earned Share Percentage shall be:
$30,233,152	100%
$29,598,513	90%
$28,963,874	80%
$28,329,235	70%
$27,694,595	60%
$27,059,956	50%
$26,425,317	40%
$25,790,678	30%
$25,156,038	20%
$24,521,399	10%
$23,886,760	0%

2. The Earned Share Percentage based on the amount of 2022 Company EBITDA (the "**2022 Company EBITDA Methodology**") shall be determined as follows:

If 2022 Company EBITDA equals or exceeds:	then the Earned Share Percentage shall be:
$13,300,000	100%
$12,946,000	90%
$12,592,000	80%
$12,238,000	70%
$11,884,000	60%
$11,530,000	50%
$11,176,000	40%
$10,822,000	30%
$10,468,000	20%

$10,114,000	10%
$9,760,000	0%

3. The Earned Share Percentage based on the amount of ACO/DCE Membership for performance year 2022 (the "**2022 ACO/DCE Membership Methodology**") shall be determined as follows:

If ACO/DCE Membership for performance year 2022 equals or exceeds:	then the Earned Share Percentage shall be:
35,717	100%
34,785	90%
33,853	80%
32,921	70%
31,990	60%
31,058	50%
30,126	40%
29,195	30%
28,263	20%
27,331	10%
26,399	0%

The Earned Share Percentage for purposes of the Second Earnout Statement shall be the Earned Share Percentage set forth opposite the relevant benchmark for ACO/DCE Membership for performance year 2023 determined as follows:

If ACO/DCE Membership for performance year 2023 equals or exceeds:	then the Earned Share Percentage shall be:
38,823	100%
38,512	90%
38,201	80%
37,891	70%
37,580	60%
37,270	50%
36,959	40%
36,648	30%
36,338	20%
36,027	10%
35,717	0%

Exhibit 2

EFiled: Oct 09 2023 04:28PM EDT
Transaction ID 71046667
Case No. 2023-1000-MTZ

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

LISSETTE EXPOSITO, FRANK EXPOSITO, AND THE LISSETTE EXPOSITO REVOCABLE TRUST	)	
Plaintiffs,	)	
v.	)	C.A. No. 2023-1000-MTZ
CANO HEALTH, INC.	)	**PUBLIC VERSION E-FILED October 9, 2023**
Defendant	)	

VERIFIED COMPLAINT FOR SPECIFIC PERFORMANCE AND DECLARATORY JUDGMENT

Plaintiffs Lissette Exposito, Frank Exposito (each "Exposito" and collectively, "Expositos"), and the Lissette Exposito Irrevocable Trust (collectively with Expositos, "Plaintiffs"), by and through their undersigned counsel, hereby allege upon personal knowledge as to their actions, and upon information and belief as to all other allegations herein, as follows:

I. PRELIMINARY STATEMENT AND NATURE OF THE ACTION

1. This action seeks to require Cano Health, Inc. ("Cano" and "Defendant") to perform its contractual obligations under a put right provision of a merger agreement. That provision required Cano to deliver an earnout statement by September 30, 2023. Cano refused and has now failed to provide the earnout statement by the deadline. Cano has also refused to honor Plaintiffs' right to put the

shares back to Cano. The put right requires Cano to pay Plaintiffs [redacted] in cash consideration owed in payment for its 2021 acquisition of companies Plaintiffs founded, operated, and grew into successful health care service providers, which today serve more than 65,000 Medicare patients across eleven states and serve more than 30,000 commercial (*i.e.,* non-Medicare) patients in the state of Florida.

2. In 2013, Plaintiffs founded their first Accountable Care Organization ("ACO")[1] and have since operated and managed various ACOs and other types of healthcare companies, the most significant of which include: Orange Accountable Care Organization of South Florida LLC; Total Care ACO, LLC; and Orange Accountable Care Organization LLC (collectively, along with the entities listed in footnote 2, below, the "Orange Entities").[2]

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[1] An ACO is a group of clinicians, hospitals, and other healthcare providers that coordinate to provide healthcare for a designated group of patients—in this case, Medicare Fee-for-Service ("FFS")-covered individuals, and the ACOs were and still are administered by the Centers for Medicare & Medicaid Services ("CMS"). Participating ACOs such as the Orange Entities are accountable for improving the quality and cost of care for a defined patient population of Medicare beneficiaries. In turn, they receive part of any savings generated from care coordination, so long as quality is maintained ("Medicare Shared Savings Program" or "Shared Savings"). Plaintiffs also formed Direct Contracting Entities ("DCE"), which are similar to ACOs but include additional program features.

[2] In addition to these primary entities, other Orange Entities acquired in the Merger Transaction include Orange Care IPA of New Jersey LLC; Orange Care IPA of New York LLC; Orange Healthcare Administration, LLC; Orange Care Management Services Organization LLC; Orange Care Group South Florida Management Services Organization, LLC; and Orange Care IPA, LLC.

3. The Orange Entities successfully differentiated themselves by leveraging data analytics to provide better and more cost-effective patient care than their competitors. The Orange Entities have established themselves as a top quality and savings achiever in the nation. Under the Expositos, the Orange Entities have consistently received among the highest quality scores, year over year, for consistently improving the quality of care provided to their patients, as well as ranking in the top five per cent in the nation for savings per capita.

4. Plaintiffs agreed to sell the Orange Entities ("Merger Transaction") to Cano (Plaintiffs and Cano, collectively, "Parties") for a purchase price of [redacted] ("Purchase Price") pursuant to a Purchase Agreement and Plan of Merger ("Merger Agreement") between them and certain other parties. The Merger Transaction closed on August 11, 2021. A true and correct copy of the Merger Agreement is attached hereto as Exhibit A.

5. Cano agreed to pay the Purchase Price in two components: (i) [redacted] in cash net of the Orange Entities' debt and certain transaction expenses; and (ii) shares of Cano common stock having a value of [redacted] as of the time of closing of the Transaction ("Purchase Price Stock"). Plaintiffs' right to receive the Purchase Price Stock was governed by an earnout provision tied to the Orange Entities' post-Transaction performance ("Earnout"). The Earnout provision set forth certain performance targets in order to receive the Purchase Price Stock.

6. The Parties structured the Earnout provision to allocate to Plaintiffs the risk associated with the Orange Entities' post-Merger Transaction performance—making their receipt of the Purchase Price Stock contingent on the Orange Entities' achievement, as measured against three agreed-upon targets related to membership (patients) as reconciled by the Centers for Medicare and Medicaid Services ("CMS"), shared savings, or earnings for 2022 or 2023, as applicable ("Targets").

7. Under Section 2.7(b) of the Merger Agreement, whether the Earnout is achieved by the Orange Entities' 2022 performance is to be determined based upon CMS' final reconciliation of performance for 2022, which was delivered in August 2023. In this regard, Section 2.7 of the Merger Agreement required that Cano deliver to Plaintiffs the 2022 Earnout Statement (the "First Earnout Statement"):

> Within thirty days after the later of [i] CMS delivering to the ACO's the final reconciliation for performance year 2022 and [ii] August 31, 2023.

Accordingly, under the express terms of the Merger Agreement, Plaintiffs' entitlement to the Earnout, and thus to the Purchase Price Stock, could not be finally determined until CMS delivered its final reconciliation of performance for 2022. Because the final reconciliation of performance in 2022 was delivered before August 31, 2023, the First Earnout Statement was therefore due at the earliest on August 31, 2023, and at the latest on September 30, 2023. If the Earnout was not earned based on 2022 performance under the Targets, there was an opportunity for

it to be earned based on 2023 performance, with a similar measurement to be made no earlier than August 31, 2024. Merger Agreement § 2.7(c).

8. If the Orange Entities failed to attain the highest mark under at least one of the Targets, Plaintiffs would earn only a portion, or even none, of the Purchase Price Stock. If the Orange Entities attained the highest mark under any one of the Targets, however, Plaintiffs would earn all of the Purchase Price Stock.

9. As noted, pursuant to the Merger Agreement, whether those Targets were achieved, and determination of the amount of earned Purchase Price Stock to be issued to Plaintiffs, was not to be calculated until August 31, 2023 at the earliest—more than two years after the Merger Transaction closed. Consequently, the Parties agreed to eliminate the Expositos' risk that Cano's stock price would decline during that time by including a put option that allowed Plaintiffs to require Cano to buy the Purchase Price Stock—once they became entitled to it—for [redacted] per share (or an aggregate of [redacted]), reflecting Cano's [redacted] (the "Put Right"). The Expositos explicitly bargained for the Put Right and it was a critical component of the Merger Transaction.

10. Pursuant to the Put Right, Cano agreed that if the Orange Entities performed well but Cano's stock declined, Cano—not Plaintiffs—would bear the risk of a decrease in the value of Purchase Price Stock. This allocation of risk through

the Put Right was essential to Plaintiffs when choosing to sell the Orange Entities to Cano, because it ensured that if the Orange Entities met the Targets, Plaintiffs would receive at least [redacted] above the cash consideration paid at closing, as merited by the Orange Entities' post-closing operating performance. Given the importance of these issues, the Parties spent considerable time negotiating the Targets and the Merger Agreement's terms regarding the Earnout and the exercise of the Put Right.

11. Those terms clearly require that, before Plaintiffs' Put Right can become exercisable, Plaintiffs must first earn the right to receive the Purchase Price Stock. In other words, Plaintiffs cannot put shares they do not have or are not yet entitled to receive.

12. For Plaintiffs to be eligible to exercise the Put Right, the Orange Entities' performance must *first* be measured and the Earnout determined and finalized based on CMS' final reconciliation of performance for year 2022. Cano is then required to provide Plaintiffs with the First Earnout Statement setting forth its determination of the Orange Entities' performance measured against the Targets and its attendant calculation of how much Purchase Price Stock Plaintiffs have earned (an Earnout Statement identifying Plaintiffs' calculated "Earned Share Percentage"). Again, the Parties ensured that the Merger Agreement *explicitly state* that absent circumstances constituting an "Acceleration Date" which are not present here, Plaintiffs cannot exercise their Put Right until *after* the Earnout Statement is

delivered. Merger Agreement § 2.7(h). Thus, under the Merger Agreement, the Put Right could not have been exercised until, at the earliest, August 31, 2023—the earliest date by which the Earned Share Percentage could be determined and the First Earnout Statement could be delivered.

13. Cano has refused to deliver an Earnout Statement, and Plaintiffs' Put Right remains prospective and not-yet-exercisable. Nevertheless, Cano claims that Plaintiffs waived the Put Right, or that the Parties somehow amended the Merger Agreement and the Put Right expired unexercised.

14. Cano's contrived view is rooted in a contorted, after-the-fact interpretation of an acknowledgement letter between the Parties signed in March 2022 ("Acknowledgement Letter"). A true and correct copy of the Acknowledgement Letter is attached hereto as Exhibit B.

15. The Acknowledgement Letter does nothing more than express the Parties' shared understanding in early 2022 that, based on preliminary data existing at that time, Plaintiffs would become entitled to 100 per cent of the Purchase Price Stock *in the future*—when the Earnout was ultimately calculated.

16. At no point does the Acknowledgement Letter state that it served as, or substituted for, an Earnout Statement. It does not reference any election by Plaintiffs to receive the Purchase Price Stock, nor does it discuss any transfer of those shares. It says nothing about the Put Right, much less any waiver of that right. Likewise, it

says nothing about modifying, waiving, or amending the Merger Agreement—and it does not come close to meeting the clear standards required by the Merger Agreement for effecting any modification, waiver, or amendment, particularly with respect to a valuable and material aspect of the Merger Agreement, including the Put Right. Indeed, the Acknowledgement Letter satisfied none of the contractual requirements that *must* be satisfied to waive or amend the Put Right or Earnout process.

17. By early 2022 the Orange Entities had, by all accounts, already secured far more member lives (patients) than required under the Earnout and the Acknowledgment Letter memorialized the Parties' belief that what they had hoped and expected would be the case was indeed turning out to be so. In fact, although the Orange Entities needed to secure [redacted] total member lives by the end of 2022 to earn 100 per cent of the Purchase Price Stock, preliminary data available in March 2022 showed that the Orange Entities had *already* secured [redacted] members, over [redacted] more than required to earn every share of the Purchase Price Stock. Although CMS's reconciliation of the final 2022 member count was not expected until nearly a year and a half later and could certainly be different, and even possibly materially lower, the Parties' memorialized in their Acknowledgement Letter that it was already clear in March 2022 that, absent extraordinary decreases in total members, Plaintiffs would almost certainly earn, and then receive, 100 per cent of the

[redacted] in Purchase Price Stock. But not until the time when Plaintiffs actually became entitled to the Purchase Price Stock—August 31, 2023 at the earliest—would they be able to exercise their Put Right. If Plaintiffs elected not to exercise the Put Right, Cano would be obligated to transfer the shares to the Merger Sellers.

18. The purpose and effect of the Acknowledgment Letter are even clearer considering that, when it was signed in early 2022, Cano's performance was declining, along with its stock price. When the Merger Transaction was consummated on August 11, 2021, Cano's closing stock price on the New York Stock Exchange was $10.66. When Cano signed the Acknowledgment Letter on March 21, 2022, its stock closed at $6.70, notwithstanding that the Orange Entities' business continued to excel. Given the opposite performance trajectories of the Orange Entities compared to Cano, it was reasonable for Plaintiffs to prophylactically seek Cano's execution of the Acknowledgment Letter to ensure the company would not later renege on the Merger Agreement's terms. Unfortunately, Cano has done just that.

19. Nearly a year later on January 23, 2023, as the Orange Entities continued to excel and Cano's condition worsened, Plaintiffs proactively informed Cano founder and then CEO, Marlow Hernandez, that, when the time came on or after August 31, 2023, they planned to exercise their Put Right. Of course, this would require Cano to use [redacted] of cash to buy the Purchase Price Stock for [redacted]

per share—far higher than the market price for Cano's stock at that time, which consistently closed below $1.50 per share throughout January 2023, and Plaintiff's letter was intended to give Cano ample time to make arrangements for that payment.

20. But Hernandez ignored Plaintiffs and avoided the Put Right issue altogether until April 20, 2023, when Plaintiffs again raised the issue, this time during a meeting to discuss their new employment agreement terms with Hernandez and Cano's Chief Growth Officer, Jason Conger. At the end of that meeting, after weeks of silence and stonewalling, Hernandez and Conger flatly claimed that Plaintiffs had no Put Right, and that Cano had obtained outside counsel advice on the matter instead of discussing it directly and collaboratively with Plaintiffs.

21. At this point, Plaintiffs realized that although (i) the Orange Entities continued to exceed expectations; and (ii) Cano was praising Plaintiffs' great work and planning for their future employment and business expansion, Cano was at the very same time concocting arguments designed to avoid the Put Right to which it had agreed, and which was an integral component of the deal it struck with Plaintiffs in 2021. This was the first of at least three instances in which Cano has outright and unequivocally expressed a refusal to honor the Put Right before Plaintiffs even have the chance to exercise it.

22. Cano's repudiation is, perhaps, unsurprising. Since the Merger Transaction, the Orange Entities have continued to succeed, consistently

outperforming expectations. Cano, in contrast, has faltered. Beset by liquidity and corporate governance concerns, allegations of corporate malfeasance and CEO self-dealing, and a declining business and bruising proxy battle, Cano's stock price has plunged from $10.66 per share when the Transaction closed on August 11, 2021 to $6.70 on March 21, 2022 and on October 3, 2023, closed at $0.27 per share. Over that time, Cano's cash on hand dropped from $163.2 million on December 31, 2021 to $44.9 million on March 31, 2023 to $27.7 million on June 30, 2023, although a recently reported transaction may have increased its cash position. Earmarking most if not all of its rapidly dwindling cash to be able to honor the Put Right is no doubt a daunting and perhaps untenable prospect for Cano.

23. Simply put, Cano does not want to pay (or cannot pay) Plaintiffs [redacted] To avoid doing so, Cano not only ignored and delayed dealing with Plaintiffs' advance notice of their intent to exercise the Put Right, but it also secretly strategized against Plaintiffs, its own employees and business partners, to formulate a plan for repudiating it. Cano's persistent liquidity concerns and desire to hoard cash, however, do not absolve it of its contractual obligations.

24. When Plaintiffs pursued the issue further, Cano's General Counsel, David Armstrong, confirmed on May 24, 2023 that Hernandez had in fact disavowed the Put Right, but—recognizing that error—recharacterized the Company's position as one in which Plaintiffs simply waived the Put Right and, with it, the prospect of

securing the final [redacted] of the Purchase Price, which they had earned and to which they were entitled.

25. Doubling down on Cano's prior repudiation, Armstrong claimed that the Acknowledgement Letter expressed the Parties' "mutual agreement" to provide an "early certification" of Plaintiffs' entitlement to 100 per cent of the Purchase Price Stock and that Plaintiffs simply "elected to receive the shares instead" of selling them back to Cano. None—not a single one—of these phrases or concepts appears in the Acknowledgement Letter.

26. Similarly, none of the Parties' actions in executing the Acknowledgment Letter, or since, indicates their belief that it authorized release, or effected the delivery, of the Purchase Price Stock to Plaintiffs or served as any sort of certification or election to receive those shares at the time. In fact, those shares remain in escrow today, awaiting instructions from the parties as to whom and when they should be released. Likewise, the Parties' actions do not indicate any understanding that the Acknowledgement Letter changed anything in, or required by, the Merger Agreement. Nevertheless, and despite an absolute vacuum of supporting evidence or contractual justification, Armstrong conveyed Cano's position that Plaintiffs had a "put option but that was waived in 2022 by exercise of the right to receive the shares." This was the second time Cano repudiated the Merger Agreement.

27. Cano's argument that Plaintiffs elected, through the Acknowledgement Letter, to receive the Purchase Price Stock, and thereby waived the Put Right is belied by Parties' conduct and the plain language of the letter itself—which says nothing of the sort. Moreover, it suggests an entirely irrational economic result, in which Plaintiffs allegedly relinquished, for no consideration, a put right that was then "in the money" by nearly [redacted] and was likely to be even more valuable in the future. This turns reason on its head and illustrates Cano's bad faith attempt to re-trade the deal they made with Plaintiffs.

28. Not willing to walk away from the Purchase Price Cano promised to pay them, on June 3, 2023, Plaintiffs provided Cano a written demand and "Claim Notice" under the Merger Agreement, asking for assurance that the company would honor the Put Right when it became exercisable in the future and notifying Cano that Plaintiffs would otherwise pursue equitable and legal claims, including for indemnification as contemplated in the Merger Agreement.

29. On June 21, 2023, Cano responded to the Claim Notice, adopting a different but equally pretextual position as had been taken by Hernandez, Conger, and Armstrong ("Rejection Letter"). Ignoring Cano's initial disavowal of the Put Right, and the later claim that Plaintiffs elected to receive the Purchase Price Stock and thereby waived their Put Right, Cano's Rejection Letter argues that the Acknowledgement Letter (i) amended the Merger Agreement; (ii) and served as a

"condensed" Earnout Statement and "accelerated" confirmation of entitlement to the Purchase Price Stock (novel concepts not appearing in the Merger Agreement), the execution of which (iii) triggered Plaintiffs' opportunity to exercise their Put Right, which they failed to do, leaving it to expire unexercised.

30. Again, this *post hoc* argument reads words, intent, and understandings into the Acknowledgement Letter that simply are not present and ignores significant provisions of the Merger Agreement with respect to amendments and waivers thereof. Cano's argument also assumes an absurd scenario in which Plaintiffs failed to act in their own economic best interests; that they simply chose, failed, forgot to, or did not know they could or should, exercise their Put Right and sell the Purchase Price Stock at a premium of nearly [redacted] to its plunging market price.

31. To summarize, Cano has conjured up a cornucopia of shifting excuses over the past year, including falsely claiming:

(i) there was no Put Right;

(ii) the Put Right was waived when Plaintiffs elected to receive The Purchase Price Stock through the Acknowledgement Letter; and

(iii) the Acknowledgement Letter amended the Merger Agreement, served as a "condensed" Earnout Statement, accelerated Plaintiffs' receipt of the Purchase Price Stock and, consequently, the Put Right was triggered and expired.

32. Cano's arguments, meandering and evolving as they are, amount to nothing more than outcome-oriented, bad faith pretext designed to avoid paying the

Purchase Price Cano agreed to when it acquired the Orange Entities. At its core, Cano's repudiation of the Put Right and refusal to perform its remaining obligations effectively unilaterally renegotiates the Parties' deal to shift the economic loss on the Purchase Price Stock from Cano to Plaintiffs.

33. Throughout this time, Plaintiffs have maintained their position and on August 21, 2023, provided notice and a copy of CMS's final reconciliation for performance year 2022. The reconciliation confirmed that Plaintiffs were entitled to all of the Purchase Price Stock. Given the absence of any disputes over the satisfaction of the calculations, Plaintiffs' notice further confirmed that they intend to exercise the Put Right within three business days after receipt of the First Earnout Statement. Over a month later, Cano responded by letter and refused to provide a First Earnout Statement on the counterfactual basis that the put option was "waived and/or expired" a year earlier despite never delivering the shares.

34. The September 30, 2023 deadline for the First Earnout Statement has now passed without Cano delivering the First Earnout Statement. Accordingly, Cano should be ordered to perform its obligations by paying the [redacted] owed under the Put Right that Plaintiffs have repeatedly made clear they intend to exercise. In addition, Cano is required under the Indemnification provisions of the Merger Agreement to indemnify Plaintiffs for all of their costs associated with enforcing the Put Right.

II.

THE PARTIES

35. Plaintiff Lissette Exposito is the President of Orange Care Group. She has dedicated more than thirty years to a career in the healthcare industry, with a focus on patient-centered care, and improving the quality of care for Medicare patients. After beginning her career as an orthopedic nurse, Ms. Exposito worked as a home health nurse, serving Medicare patients, and eventually established and owned her own home health agency. She later established, owned and operated accountable care organizations focused on managing the health of Medicare-beneficiary patient populations through data analytics, care coordination, and partnerships with high-quality providers. She founded, and served as Chief Executive Officer, President, and Executive Chairman of Orange Accountable Care of South Florida, Total Care ACO d/b/a Orange Accountable Care of New York, Orange Accountable Care Organization of South Florida, Orange Accountable Care Organization, Orange Care IPA, and Orange Care Management Services Organization, until the Orange Entities were acquired by Cano on August 11, 2021.

36. Plaintiff Lissette Exposito Irrevocable Trust has ownership interests in the Orange Entities.

37. Plaintiff Frank Exposito is President of American Choice Healthcare. He joined the Orange Entities in 2014 as Vice President of Operations and was later

promoted to Executive Vice President/Chief Operating Officer and then Chief Executive Officer, responsible for business strategy and financial management of the Orange Entities. He led the Orange Entities' strategic growth into new markets, including New York and New Jersey, and also oversaw the Orange Entities' managed care, independent physician association and care management divisions. Mr. Exposito is also the designated Sellers' Representative under the Merger Agreement.

38. Defendant Cano Health, Inc. is a Delaware corporation with its principal place of business in Miami, Florida. Cano is a clinic-based primary care provider that became a public company listed on the New York stock exchange (Ticker: CANO) on June 4, 2021, following a de-SPAC business combination with JAWS Acquisition Corp. Under the clouded leadership of its founder, former Board Chairman, and now former CEO, Marlow Hernandez, Cano finds itself struggling to emerge from a heated proxy contest, a sustained period of declining financial performance and market value, and allegations of troubling corporate conflicts, related party transactions, lax corporate governance and breaches of fiduciary duties.

39. When it became a publicly traded company just over two years ago, the price of a share of Cano stock was approximately $15.12. By the time that the Merger Transaction closed a little over two months later, on August 11, 2021, Cano's stock had already declined to a closing price of $10.66. The stock price had dropped

further to $5.06 on January 27, 2022, when Plaintiffs initially presented the Acknowledgement Letter to Cano. The stock price continued to plummet through 2022 and 2023, falling to less than $1.50 in January 2023 and has most recently closed at $0.27 per share.

III.

JURISDICTION

40. This Court has subject matter jurisdiction under 10 Del. C. § 341, 10 Del. C. §§ 6501, 8 Del. C. § 111(a), and 6 Del. C. § 2708.

41. This Court has personal jurisdiction over Cano because it is incorporated under the laws of Delaware and consented to jurisdiction in the Merger Agreement by agreeing in Section 12.12 that "the law, including the statutes of limitation, of the State of Delaware shall govern this Agreement, the interpretation and enforcement of its terms and any claim or cause of action (in law or equity), controversy or dispute arising out of or related to it or its negotiation, execution or performance, whether based on contract, tort, statutory or other law, in each case without giving effect to any conflicts of-law or other principle requiring the application of the law of any other jurisdiction." Moreover, Cano further "irrevocably agree[d] that any legal action or proceeding arising out of or relating to" the Merger Agreement "may be brought and determined by the Court of Chancery of the State of Delaware."

IV.

FACTUAL ALLEGATIONS

42. In the roughly two years since becoming a publicly traded company and committing over $1 billion in a series of follow-on acquisitions, including of the Orange Entities, Cano has suffered significant value deterioration and director attrition, seen its founder and former CEO forced out of management amidst troubling allegations of corporate malfeasance, and finds itself battling to steer a path forward. Now, despite a clear contractual commitment, Cano refuses to honor Plaintiffs' [redacted] Put Right.

A. Plaintiffs Founded, Operated, and Oversaw Successful Businesses Focused on Improving The Quality of Care to Medicare-Beneficiary and Other Patients

43. Between 2013 and 2021, the Expositos founded, operated, and oversaw highly successful ACO, DCE, and other types of healthcare companies.

44. Under the Expositos' stewardship, the Orange Entities excelled at leveraging data and practice transformation to generate savings on the total medical cost their contracted healthcare providers incurred treating patients. The Orange Entities were among the first to adopt and promote preventative care strategies for their Medicare population, focusing on annual wellness visits and preventative screenings, to improve the longitudinal quality of life of the patients they served. Additionally, recognizing many of the healthcare gaps existing in the care continuum

of their patient population, the Orange Entities invested heavily in care coordination resources, operations, and software to aid contracted healthcare providers in assisting patients between visits and hospital stays. Leveraging first-of-its-kind data analyses to better understand the episodic outcomes of patient care, the Orange Entities were also able to benchmark and measure the performance of ancillary entities to ensure collaboration and accountability across their entire healthcare network.

B. Cano Goes Public Through a Merger with a SPAC in the Summer of 2021, Quickly Followed by a Series of Acquisitions Including the Transaction With the Orange Entities.

45. In 2009, Company CEO and former Board Chairman Marlow Hernandez founded Cano. Today, the Company operates primary care centers, and supports affiliated medical practices that specialize in value-based care for seniors.

46. In August 2020, Cano Health was ranked the 6th fastest growing healthcare company in the country on the Inc. 5000 list.

47. On November 12, 2020, Cano and JAWS Acquisition Corp. ("JAWS")—a Special Purpose Acquisition Company ("SPAC") led by Chairman Barry S. Sternlicht—announced plans to merge in a business combination through which Cano would become a public company listed on the New York Stock Exchange.

48. On June 3, 2021, the SPAC transaction closed, and on June 4, 2021, Cano began trading on the New York Stock Exchange under the ticker "CANO." On the first day of trading as Cano, the company's stock closed at a $15.12 share price. In 2023, it has traded under $2.00 per share and since mid-August, has traded below $0.50 per share. On the date of the filing of this complaint, Cano's stock most recently closed trading at just $0.27 per share.

49. On June 14, 2021, Cano announced its acquisition of University Health Care and its affiliates for $600 million.

50. On July 8, 2021, Cano announced its acquisition of Doctor's Medical Center for $300 million.

51. On August 11, 2021, Cano, Plaintiffs, and other parties closed the Merger Transaction, consummating Cano's acquisition of the Orange Entities. As part of the Merger Transaction, Plaintiffs took over the management of American Choice Healthcare ("ACH"), a Cano-formed DCE that began operating in April 2021, and were required to convert members (patients) from the Orange Entities' ACOs to ACH.

52. Plaintiffs believed taking over management of ACH and converting members to it provided a good opportunity for the Orange Entities and their participating healthcare providers because a DCE can generate more profitability (and more Shared Savings) than prior ACO models. More generally, Plaintiffs

fundamentally believed the Merger Transaction would benefit the Orange Entities' network of healthcare providers, and their patients, by enabling the business to grow, and achieve greater revenue, with the support and stability of a sophisticated corporate framework and its many resources.

53. In this and other ways, the Merger Transaction advanced Plaintiffs' and their providers' longer term business goals, including expanding their successful business to a national scale, all while providing quality healthcare services. The Transaction was immediately beneficial to Cano in that it promptly added thousands of patient members to the Cano population and enabled the Company to expand services and care to other locales, not to mention the positive cash flow generated by the Orange Entities.

C. Cano Agreed to Purchase the Orange Entities for Cash and Stock, and Bargained for an Earnout Tied to the Orange Entities' Performance and a Put Right Exercisable at Plaintiffs' Option

54. Through the Merger Agreement, Plaintiffs—called "Merger Sellers"—sold the Orange Entities to Cano for closing consideration, in part, valued at [redacted] and composed of:

- a cash payment equal to [redacted] minus the Orange Entities' indebtedness and transaction costs (the "Cash Consideration"); and
- issuance of the Purchase Price Stock, referred to in the Merger Agreement as "Rollover Shares," worth [redacted] to be held in a "Rollover Escrow Account" for Plaintiffs' benefit, and released to them—*or sold back to Cano for cash*—in the future subject to certain conditions.

55. Naturally, Plaintiffs wanted to achieve the best possible price for the Orange Entities, and Cano wanted to mitigate the risk of overpaying for a deal that might fall short of expectations. As required, Cano paid Plaintiffs the Cash Consideration at closing and deposited Purchase Price Stock worth [redacted] into the Rollover Escrow Account ("Escrow Account"). The Purchase Price Stock remains in the Escrow Account today, as its agent has never been instructed to release a single share of the Purchase Price Stock to Cano.

56. Plaintiffs' right to receive the Purchase Price Stock is based on the Orange Entities' post-Transaction performance, through an Earnout provision in the Merger Agreement. By design, the Earnout allocated to Plaintiffs the risk that the Orange Entities would underperform preacquisition expectations. If, over the first roughly year and a half, from mid-2021 to the end of 2022, the Orange Entities performed as Plaintiffs expected, they would become entitled to receive all of the Purchase Price Stock and, thus, an aggregate Purchase Price of at least [redacted] (net of debt and transaction costs). If the Orange Entities underperformed, Plaintiffs would be entitled to receive less (or even none) of the Purchase Price Stock—resulting in the possibility of a final Purchase Price limited to the [redacted] cash payment made at closing.

57. Under its express terms, the Earnout provided that the performance of the Orange Entities would first be measured through the end of 2022 (not relevant

to the Plaintiffs' position here, the Merger Agreement also provided for a second opportunity to earn all of the Purchase Price Stock, based on certain 2023 results). The Orange Entities' performance, and thus the amount of Purchase Price Stock to which Plaintiffs would become entitled, must be measured against three Targets:

- "2022 Gross Shared Savings," which considers revenue from participation in Medicare's Shared Savings Program;
- "2022 Company EBITDA," which considers earnings results pursuant to a prescribed formula; and
- "2022 ACO/DCE Membership," which considers the aggregate number of member (i.e., patient) lives in the ACOs and DCE for performance year ("PY") 2022, pursuant to a prescribed formula.

Merger Agreement, Appendix IV.

1. The Earnout is measured against performance through the end of 2022.

58. The Earnout is based on performance in PY 2022 (January through December 2022). Under the Merger Agreement's required process for determining the Earnout, Cano must set forth its calculation of the Earned Share Percentage (how much of the Purchase Price Stock Plaintiffs are entitled to receive) in an Earnout Statement delivered within thirty days after the later of (i) CMS delivering its final reconciliation for PY 2022 to certain of the Orange Entities (the "ACOs"); *and* (ii) August 31, 2023. Thus, August 31, 2023 is the very earliest date on which any determination of the Earnout could be made under the plain words of the Merger

Agreement, but only if CMS's final reconciliation for PY 2022 has been delivered on or before that date. CMS typically issues a final PY reconciliation in or around July or August of the year following the PY being reported on and did so in August 2023.

59. The amount of Purchase Price Stock to which the Plaintiffs become entitled (identified in the Merger Agreement as "Initial Retained Shares") is based on the Orange Entities' highest achievement under any of the three Targets.

60. For instance, the 2022 ACO/DCE Membership Target establishes Earned Share Percentage thresholds based on the final number of CMS-reconciled members for PY 2022. The more member lives, the higher the Earned Share Percentage, and the more Purchase Price Stock the Plaintiffs become entitled to receive under the Earnout. Moreover, because the final number relied on CMS-reconciled data, this Target could not be finally determined prior to delivery of the CMS reconciliation.

61. To become entitled to receive all of the Purchase Price Stock under the ACO/DCE Membership Target, CMS's reconciliation for PY 2022 needed to report that the Orange secured at least [redacted] member lives for Cano as of December 31, 2022. In other words, the Merger Agreement's plain terms base the Earnout on the Orange Entities' performance through the *end of* 2022. In the case of the ACO/DCE Membership Target, its determination is to be measured and finalized through

reconciliation by CMS; in the case of the financial metrics, determination is to be well after completion of Cano's 2022 audit. It would be illogical and patently against its own economic interests for Cano to accelerate its performance obligations with regard to the Purchase Price Stock and the Put Right to any point prior to December 31, 2022, the last day of the PY 2022 measurement period.

2. Plaintiffs bargained for the Put Right, to ensure they could earn [redacted] for selling the Orange Entities.

62. Under the Merger Agreement, (i) Plaintiffs' first chance to receive the remainder of the Purchase Price could be no earlier than August 31, 2023 (a full two years after the Merger Transaction); and (ii) they would be paid in Purchase Price Stock (which they could then decide to put back to Cano). Accordingly, Plaintiffs insisted that while they bore the risk of the Orange Entities performing as expected, they should be protected against the risk that the Orange Entities could achieve the Targets but Cano's stock price could nevertheless decline. The Parties thus agreed to provide Plaintiffs the Put Right, to ensure that they could sell the Purchase Price Stock for no less than [redacted] per share (which is what it was worth when the Merger Agreement was consummated), or [redacted] assuming all of the Purchase Price Stock is earned by achieving the highest mark under any of the Targets.

D. The Merger Agreement Provides Plaintiffs a Put Right Under Which They Have Sole Discretion to Sell the Purchase Price Stock to Cano for Cash.

63. Section 2.7 of the Merger Agreement defines and describes the Earnout and the Put Right. Section 2.7(h)(i) states that: The Merger Sellers shall have the right to sell to the Buyers [Cano], and the Buyers shall be required to purchase, the Initial Retained Shares, the Final Retained Shares or the Accelerated Shares, if any, subject to the terms of this Section 2.7(g) (the "Put Right").

64. Section 2.7(h) goes on to prescribe a specific procedure for exercising the Put Right, stating:

> (ii) After receipt of an Earnout Statement [not prior to August 31, 2023] or after the Acceleration Date, as applicable, the Merger Sellers may exercise the Put Right by delivering a written notice (a "Put Notice") to the Buyers indicating the Merger Sellers' decision to exercise such right with respect to the Initial Retained Shares, Final Retained Shares or Accelerated Shares (as applicable, the "Put Shares") no more than three (3) Business Days after the final determination of the number of such Initial Retained Shares, Final Retained Shares or Accelerated Shares, as applicable, in accordance with this Section 2.7 (the "Put Right Deadlines"). In the event that the Merger Sellers do not deliver a Put Notice on or prior to the applicable Put Right Deadline, the Put Right shall automatically be terminated with respect to the Initial Retained Shares, Final Retained Shares or Accelerated Shares, as applicable. The purchase price per share for the Put Shares upon exercise of the Put Right shall be equal to the Rollover Share Per Share Issuance Price (the "Put Right Purchase Price").
>
> (iii) If the Merger Sellers timely submit a Put Notice with respect to the Put Right, the closing of the sale of the Put Shares (the "Put Closing") shall occur on such date as the Merger Sellers and the Company mutually agree, but in no event later than thirty (30) days after the Buyers' receipt of the applicable Put Notice. At the applicable Put Closing, (A) the Buyers shall pay or cause to be

> paid the full aggregate purchase price for the Put Shares by wire transfer of immediately available funds to the Sellers' Representative for further distribution to the Merger Sellers and (B) CHI and the Sellers' Representative shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to release from the Rollover Escrow Account to CHI the Put Shares.

E. The Put Right Does Not Become Exercisable Until the Earnout is Determined and Finalized, and Plaintiffs Cannot Put Shares They Do Not Possess.

65. The Purchase Price Stock remains on deposit with the Escrow Agent as of the date this Complaint was filed. Ownership of the shares has never been transferred to Plaintiffs, and the agent has never been instructed to release the Purchase Price Stock from the Escrow Account to Plaintiffs. Therefore, they cannot put the shares back to Cano. They cannot sell shares that have not been transferred to them or over which they have no legal control.

66. Before Plaintiffs can even choose whether to exercise their Put Right, the Parties must first establish how much of the Purchase Price Stock Plaintiffs are entitled to receive (defined in the Merger Agreement as Initial Retained Shares and Final Retained Shares).

67. Section 2.7 of the Merger Agreement contemplates up to two milestones at which Cano will report to Plaintiffs its determination of how the Orange Entities performed and, consequently, its calculation of their "Earned Share Percentage" – the amount of Purchase Price Stock Plaintiffs are entitled to receive.

These milestones are to be expressed in Earnout Statements issued by Cano, including a "First Earnout Statement" and, if all of the Purchase Price Stock is not earned on the basis of the First Earnout Statement, a "Final Earnout Statement."

68. Section 2.7(b) of the Merger Agreement sets forth specific timing and substantive requirements for issuing the First Earnout Statement, as follows:

> (b) First Earnout Statement. Within thirty (30) days after the later of CMS delivering to the ACOs the final reconciliation for performance year 2022 and August 31, 2023, the Buyers shall deliver to the Sellers' Representative a statement (the "First Earnout Statement") that shall set forth their good faith calculations of (i) 2022 Gross Shared Savings, (ii) 2022 Company EBITDA, (iii) ACO/DCE Membership for performance year 2022, (iv) the corresponding Earned Share Percentage for each of the foregoing and (v) the corresponding number of Initial Retained Shares. Upon delivery of the First Earnout Statement and until finalization of the First Earnout Statement, Buyers shall, and shall cause the Companies to, reasonably cooperate with the Sellers' Representative and its representatives in connection with its review of the First Earnout Statement and provide reasonable access to any background information and work papers reasonably requested by the Sellers' Representative that are necessary to support the calculations set forth in the First Earnout Statement.

69. Importantly, the plain language of Section 2.7(b) makes clear that the First Earnout Statement must be provided to Frank Exposito in his capacity as Sellers' Representative, and it cannot be delivered until *after the later of* (i) CMS delivering its final reconciliation for PY 2022 *and* August 31, 2023. Both events must occur before Cano can deliver, or the Parties can finalize, an Earnout

Statement. The first event occurred in August 2023 when CMS delivered its final PY2022 reconciliation. The second event occurred when the calendar reached August 31, 2023; at that point, Cano was required to deliver the First Earnout Statement within 30 days.

70. The Merger Agreement makes clear that Cano's Earnout Statement must include required information about its good faith calculation of the Orange Entities' highest achievement in PY 2022 against each and every one of the Targets.

71. Issuance of an Earnout Statement is the start of the Earnout process and not its conclusion. The Merger Agreement also allows Plaintiffs an opportunity to review the Earnout Statement and request access to any background information and work papers necessary to assess Cano's support for the calculations it sets forth. Section 2.7(b) requires of Cano that:

> … until finalization of the First Earnout Statement, Buyers shall, and shall cause the Companies to, reasonably cooperate with the Sellers' Representative and its representatives in connection with its review of the First Earnout Statement and provide reasonable access to any background information and work papers reasonably requested by the Sellers' Representative that are necessary to support the calculations set forth in the First Earnout Statement.

72. Even more, the Merger Agreement sets forth a detailed dispute resolution procedure in the event Plaintiffs do not agree with Cano's calculations

and conclusions in an Earnout Statement. Among other things, that process contemplates using qualified third parties to resolve such disputes, stating that:

> …If the Buyers and the Sellers' Representative do not reach an agreement . . . following the Buyers' receipt of a notice of non-acceptance . . . the matter shall be referred to an independent accounting or financial consulting firm of nationally recognized standing as the Buyers and the Sellers' Representative shall mutually agree (the "Auditor") for final determination of any remaining disagreements in respect of the applicable Earnout Statement.

73. Hence, the Earnout process is not concluded until Cano has issued an Earnout Statement providing certain required information and the Parties have finalized it, including through Plaintiffs' rights to review underlying information or dispute the company's calculations.

74. Indeed, it is evident from the clear language of the Merger Agreement that the Parties structured the Earnout, and the Put Right associated with it, to allocate the risk of the Orange Entities' post-Transaction performance to Plaintiffs. And in so doing, the Parties took pains to establish and document a clear framework for when and how to deliver, dispute, and finalize Earnout Statements in order to make very clear the amount of Purchase Price Stock Plaintiffs earned.

75. The circumstances under which these terms were struck underscores why the Parties took such care in drafting them. Plaintiffs initially sought more than [redacted] in a purchase of the Orange Entities, but Cano was only willing to pay

[redacted], with [redacted] held back based on how well (or not) the Orange Entities actually performed. By carefully negotiating the Earnout, Targets, and Put Right, Cano minimized the risk that it was buying a lemon, and Plaintiffs minimized the risk that they would not secure the full Purchase Price, albeit more than two years after selling their businesses.

F. The Parties Execute an Acknowledgement Letter to Memorialize a Shared Understanding that the Orange Entities Would Become Entitled to Receive All of the Purchase Price Stock in the Future.

76. As events would transpire, by January 2022, it was clear to everyone involved that the Orange Entities were not only performing well, but they were also far exceeding expectations under at least one of the Targets: member lives (ACO/DCE Membership).

77. This success was good for Cano, the Orange Entities, and the network of healthcare providers, and the Parties were pleased and looking ahead with optimism to adding as many as [redacted] member lives across the nation by 2025.

78. To enable the Parties to focus on future growth, in January 2022 Plaintiffs proposed that Cano simply document the Orange Entities' success in securing member lives and confirm that, when CMS later issued its final reconciliation for PY 2022 and Cano could then calculate the Earnout, Plaintiffs would (prospectively) become entitled to 100 per cent of the Purchase Price Stock.

79. By acknowledging that preliminary data showed member lives far exceeded the relevant Target (forecasting [redacted] member lives would be secured by December 31, 2022, well beyond the [redacted] needed), the Parties could simply put the issue of the Earnout to rest and focus on future growth until CMS issued its PY 2022 final reconciliation, at which time Plaintiffs would become entitled to the Purchase Price Stock.

80. For this and other reasons, the Acknowledgment Letter is not framed as an amendment or waiver of the Merger Agreement, does not discuss the other Targets, and is worded prospectively to simply memorialize that Plaintiffs "*will be entitled* to receive 100%" of the Purchase Price Stock as of August 31, 2023 (assuming CMS's PY 2022 reconciliation is received by then, as expected) (emphasis added). The Acknowledgement letter did not effect a release or delivery of the Purchase Price Stock, nor did it expedite Plaintiffs' entitlement to the shares. It simply memorialized that, barring the unforeseen in CMS's PY 2022 reconciliation, Plaintiffs had a future entitlement to receive the Purchase Price Stock.

81. It would not have been in Cano's best interests in March 2022 to amend or waive any provision of the Merger Agreement to accelerate Plaintiffs' right to receive the Purchase Price Stock. First, although preliminary data indicated that member lives exceeded the relevant Target, the possibility remained that CMS's PY 2022 final reconciliation might reveal downward adjustments to the final numbers

and attendant downward impacts on how much of the Purchase Price Stock Plaintiffs should receive. Second, even if Cano had been willing to expedite Plaintiffs' entitlement to the Purchase Price Stock in early 2022, it would not have so materially deviated from the Merger Agreement's terms so as to actually transfer the Purchase Price Stock shares to Plaintiffs in March 2022—still very early in the PY—and potentially accelerate its contingent obligation to honor the Put Right and spend [redacted] of the company's cash (unless, of course, Cano believed it could ensnare Plaintiffs in the very situation in which they now find themselves—Cano claiming the Put Right was waived or expired). This is especially true when considering that Cano's stock was trading at just $6.70 on March 21, 2022 (far below the [redacted] Put Right purchase price).

G. Sellers' Representative Provides a Courtesy Advance Notice of Plaintiffs' Intent to Exercise the Put Right When it Becomes Exercisable.

82. As described below, the Parties did not take any of the actions that the Merger Agreement required, or that would be reasonably expected, if the Acknowledgement Letter had in any way amended or waived the Merger Agreement and activated, waived, or in any way affected the Put Right.

83. In fact, a January 24, 2023 letter (the "Advance Notice Letter") clearly indicates that, at that time, the Put Right still remained intact and prospective. The Advance Notice Letter, prepared by Frank Exposito as Sellers' Representative and

delivered on Plaintiffs' behalf to Cano CEO Marlow Hernandez, General Counsel David Armstrong, and Chief Growth Officer Jason Conger, stated in relevant part:

> Pursuant to this letter and on behalf of the Merger Sellers (which, along with other capitalized terms contained herein, is defined in the Purchase Agreement), I am providing advance notice that they intend to exercise the put right option provided in section 2.7(h) of the Purchase Agreement. This letter is being sent to you now to make the capital allocation planning process easier for Cano Health over the next few months, knowing that the capital markets have been challenging recently for many public and private companies.
>
> As of August 31, 2023, the Merger Sellers will be entitled to the distribution of the full amount of the Initial Retained Shares. Attached is a copy of our attorney's letter to David Armstrong, Cano Health general counsel, dated January 27, 2002, which you countersigned as CEO of Cano Health on March 21, 2022. By so doing, you agreed that the Merger Sellers had satisfied their requirements to earn the full amount of the Initial Retained Shares (the stock being held in escrow in the Rollover Escrow Account by the Escrow Agent, HBSC BANK USA), and will be entitled to receive these shares as of August 31, 2023. In addition, I have attached an email from Cano Health's Associate General Counsel Norman Levedahl dated October 20, 2022 indicating the number of shares held in escrow for the Merger Sellers collectively is [redacted], which, per the terms of the Purchase Agreement, represents [redacted] Per the terms of the Purchase Agreement, "The purchase price per share for the Put Shares upon exercise of the Put Right shall be equal to the Rollover Share Per Share Issuance Price (the "Put Right Purchase Price")," meaning that the total amount to be paid to the Merger Sellers in cash upon exercise of the Put Right is [redacted]

> With respect to the sequence of events prescribed in Section 2.7(f) of the Purchase Agreement related to the release of the Initial Retained Shares from escrow and the exercise of the Put Right, Cano should send me, as Sellers' Representative, the First Earnout Statement no later than August 31, 2023 because, as noted above, both parties have acknowledged the full value of the Earnout has already been earned as of that date. The need to possibly wait for a final reconciliation statement for performance year 2022 from CMS was rendered moot by virtue of early achievement of the ACO/DCE Membership calculation. Upon my receipt of the First Earnout Statement, I will work with Cano Health, as required under the Purchase Agreement, to cooperatively and promptly deliver joint written instructions to the Escrow Agent to release from the Rollover Escrow Account the Initial Retained Shares to the Merger Sellers in accordance with the allocations set forth in the Allocation Schedule.

A true and correct copy of the Advance Notice Letter is attached hereto as Exhibit C.

84. The Advance Notice Letter reflects the Parties' understandings as of early 2023:

- With many more member lives already being brought into the business than expected, Cano's acquisition of the Orange Entities was a clear success and a bright spot in an otherwise challenging time for the Company;

- Plaintiffs, being good business partners and wanting to ensure Cano had sufficient time to make arrangements, alerted Cano to their plan to later exercise the Put Right when they were allowed to do so—on future receipt of the Purchase Price Stock; and

- Cano was still obligated and expected to prepare and deliver an Earnout Statement on or after August 31, 2023, and only after that required event could the Plaintiffs determine whether to exercise the Put Right.

H. Cano Ignores the Advance Notice Letter and Distorts and Recasts the Acknowledgment Letter to Avoid Its Obligations Under the Merger Agreement and Repudiate the Put Right.

85. Cano ignored the Advance Notice Letter. Hernandez did not respond. Conger did not respond. Armstrong did not respond. Nor did they express any disagreement with the Advance Notice Letter, or concern about the Orange Entities' performance or the approaching CMS reconciliation of PY 2022.

86. Rather, during that time, Hernandez continued to reassure and placate Plaintiffs with cheerful optimism about their shared mission, continued expansion of the Orange Entities' business model and consequent revenue growth for their network of healthcare providers, and negotiated terms for securing Plaintiffs' continuing employment with Cano through 2025. Indeed, considering how well the Orange Entities performed under Plaintiffs' leadership, it was important for Cano to ensure that they stayed on with the company. But retaining Plaintiffs as business leaders while also breaking a promise to honor the Put Right would be a challenging gambit for Cano, and one it would have to navigate in secret.

87. Throughout February and March 2023, Plaintiffs continued to raise their intent to exercise the Put Right later in the year when they would become entitled to, and Hernandez and others continued to ignore them. Then, on April 20, 2023, at the very end of a meeting with Hernandez and Conger to discuss and negotiate new employment agreements, Hernandez asserted for the first time that

Plaintiffs had no Put Right, stating that Cano had sought legal counsel on the matter, and that if Hernandez thought Cano could possibly be in a position to owe Plaintiffs [redacted] he would not have been willing to negotiate with them on new employment terms. This information was new, surprising and deeply troubling to Plaintiffs.

88. Understandably concerned about Hernandez's position, Plaintiffs broached the issue with Cano's General Counsel, David Armstrong. Recognizing Hernandez's misstep, Armstrong readily admitted that Hernandez was incorrect, but nevertheless doubled down on Cano's refusal to honor the Put Right. On May 24, 2023, Armstrong—claiming reliance upon the Acknowledgement Letter—stated:

> …by letter dated January 27, 2022 . . . the Expositos requested an early certification they had satisfied the requirements to receive 100% of the Initial Retained Shares. On March 21, 2022, Cano Health CEO Dr. Hernandez certified to the Expositos they had indeed satisfied the requirements and confirmed at their request that they are entitled to receive 100% of the Initial Retained Shares.
>
> As such, the parties mutually agreed to move up the certification date, certification was provided on March 21, 2022 and the Expositos expressed their election to receive the Initial Retained Shares. These Initial Retained Shares have been held in escrow since the closing of the asset purchase agreement for this purpose and the Expositos need only to execute appropriate escrow release instructions. It's unclear what the confusion might have been but by the mutual agreement of the parties the necessary certification was provided March 21, 2022, the Expositos elected to receive the escrowed shares and those shares are available at any time with appropriate instructions to the escrow agent. I do

> note there was a limited put option that was attached to the Initial Retained Shares certification, but that option was waived by the Expositos when they elected to receive the shares instead in connection with their request for an early certification. I believe that must have been what Dr. Hernandez was trying to convey by stating there is no put option. Stately more accurately, there was a put option but that was waived in 2022 by exercise of the right to receive the shares.

89. This was the second time Cano repudiated the Put Right, but the first time it had ever presented this contorted version of the facts, or of the Acknowledgment Letter, to Plaintiffs.

90. Now clearly understanding Cano's willingness to ignore its Merger Agreement obligations, Plaintiffs delivered a "Claim Notice" to Cano, in which they demanded written assurance that the Company would adhere to the terms of the Merger Agreement and honor the Put Right. A true and correct copy of the Claim Notice is attached hereto as Exhibit D.

91. In response, Cano recommitted to its repudiation of the Put Right, albeit through yet another equally frivolous argument delivered in a June 21, 2023 Rejection Letter disregarding Plaintiffs' concerns, which claimed that:

> Cano Health agreed to amend the Purchase Agreement and provide the Merger Sellers with an early, condensed First Earnout Statement confirming that, as of August 31, 2023, the Merger Sellers will be entitled to 100% of the Initial Retained Shares. Cano Health executed the letter on March 21, 2022. No issue pertaining to the earnout, and the Initial Retained Shares remained uncertain as of March 21, 2022, and none exists as of today. In other words, there is no further Earnout Statement to be

> delivered, and there is no "final determination" to be made concerning the Initial Retained Shares. Accordingly, pursuant to Section 2.7(h) of the Purchase Agreement, starting on March 21, 2022, the Merger Sellers had three business days (until March 24, 2022) to exercise their Put Right by delivering to the Company a Put Notice. When the Merger Sellers failed to do so, the Put Right terminated under Section 2.7(h)(ii).

A true and correct copy of the Rejection Letter is attached hereto as Exhibit E.

92. This argument strains credulity by requiring a belief that Plaintiffs in March 2022, while obtaining assurance that they would be entitled to receive all of the Purchase Price Stock nearly a year and a half later (barring the unforeseen in CMS's PY 2022 reconciliation) would simultaneously choose to (i) give up the opportunity to secure payment of nearly [redacted] more than what the Purchase Price Stock could fetch in the open market at the time; *and* (ii) bear complete market risk until the shares were actually delivered on or after August 31, 2023.

93. On August 21, 2023, Frank Exposito as Sellers' Representative provided notice and a copy of CMS's final reconciliation for performance year 2022, in accordance with the terms of the Merger Agreement. The reconciliation confirmed that Plaintiffs were entitled to all of the Initial Retained Shares. Given the absence of any disputes over the satisfaction of the calculations, Plaintiffs' notice further confirmed that they intend to exercise the Put Right within three business days after receipt of the First Earnout Statement. A true and correct copy of Plaintiffs' notice letter is attached hereto as Exhibit F.

94. On September 28, 2023, Cano responded by letter. In its letter, Cano maintained that it was "under no obligation to deliver any further earnout statement" on the basis that Plaintiffs' "put option was waived and/or expired more than one year ago." A true and correct copy of the September 28, 2023 letter is attached hereto as Exhibit G.

95. On September 30, 2023, Cano failed to deliver the First Earnout Statement.

I. The Acknowledgement Letter is Not the First Earnout Statement.

96. The Acknowledgement Letter is not—and cannot be—the First Earnout Statement.

97. Notably, the Acknowledgement Letter makes no reference to an intention or belief by the Parties that it would (or could) serve as the First Earnout Statement.

98. When the Acknowledgment Letter was executed, CMS had not delivered its PY 2022 reconciliation, and August 31, 2023 has not yet passed. Thus, under the plain terms of Section 2.7(b) of the Merger Agreement, Cano could not yet deliver (and still has not delivered) the First Earnout Statement.

99. The Acknowledgement Letter was not prepared by Cano, does not include required good faith statements about Cano's calculations of each and every one of the Targets, and was not delivered to the Seller's Representative.

100. Under Section 2.7(h) of the Merger Agreement, without a First Earnout Statement, the Put Right was not yet exercisable, and remained intact and prospective.

J. The Acknowledgement Letter Is Not an Election to Receive the Purchase Price Stock and Plaintiffs did not Waive the Put Right.

101. Cano stretches past the four corners of the Acknowledgement Letter to claim that it was intended to serve as an "early certification" of the Earnout in March 2022 *and* Plaintiffs' election to receive 100 per cent of the Purchase Price Stock at that time. As a result, Cano contends, Plaintiffs waived the Put Right in favor of receiving the shares.

102. But nothing in the Acknowledgement Letter comes close to suggesting any waiver, much less act as an election or early certification. The Acknowledgement Letter does not use the word waive, or waiver, or any synonym or sentiment suggesting waiver.

103. Likewise, the Acknowledgement Letter is entirely silent on the Put Right, not even making as much as a passing reference to Section 2.7(h) of the Merger Agreement, where the Put Right is found. Undoubtedly, that is because the Parties did not intend the Acknowledgment Letter to affect the Put Right, much less waive it.

104. The Parties knew how to waive the Put Right had they intended to, just as they knew how to, and did, include in the Merger Agreement an express and specific provision for effecting such a substantive change. Section 12.2 of the Merger Agreement establishes a clear and strict standard for waiver that unsurprisingly requires an explicit, clear statement of intent, among other things, requiring:

> Any . . . waiver shall be valid only if set forth in a writing executed by the Party to be bound thereby. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default ***not expressly identified by such written waiver***, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. All rights and remedies existing under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available. [emphasis added]

105. The Acknowledgment Letter does not remotely evidence an expressly identified waiver of compliance or performance by Cano of its obligations under any aspect of the Merger Agreement or of Section 2.7 and the Put Right.

106. Furthermore, despite Cano's after-the-fact portrayal, the Acknowledgment Letter does not say anything of Plaintiffs' supposed election to receive the Purchase Price Stock or the Parties' "early certification" of the Earnout. Such terms appear nowhere in the Merger Agreement, and to read such concepts into it would require a conclusion that the Parties meant to both amend the Merger Agreement (which, as detailed below, they did not do) *and* waive the Put Right—an argument that collapses under its own weight.

107. Moreover, the Acknowledgement Letter says nothing about an election, nor indicates any decision, or inclination by Plaintiffs, regarding whether to hold or put the Purchase Price Stock when they become entitled to those shares in the future. In fact, the Acknowledgement Letter is expressly forward looking, stating that "as of August 31, 2023, the Sellers ***will be*** entitled to 100% of the Initial Retained Shares" (emphasis added). There is absolutely no indication of either of the Parties' then-present intention to elect to receive, to sell, or to accept delivery of the Purchase Price Stock.

108. Even setting aside what the Merger Agreement states and requires and how the Acknowledgement Letter does nothing to change that, the absurdity of Cano's waiver argument—that Plaintiffs elected as of March 21, 2022 to receive the Purchase Price Stock, thereby waiving the Put Right—defies economic reason, as noted in Paragraphs 27 & 81, *infra*. It is also contrary to Cano's economic interest,

and indeed utterly illogical. When Cano signed the Acknowledgment Letter in March 2022, PY 2022 was merely a quarter complete. CMS's final count of member lives for PY 2022 was still subject to potential change – a point Cano made at the time, and part of why the company did not sign the Acknowledgement Letter until nearly two months after it was proposed. Similarly, CMS's PY 2022 reconciliation was, at that time, still over a year away. Even more, Cano's stock was trading at around $6.63 to $7.00 per share at that time, exposing Cano to a [redacted] Put Right obligation that could potentially disappear or be reduced in the nearly 18 months until the possible achievement of the Earnout.

K. The Acknowledgment Letter is not a "Condensed First Earnout Statement" and The Parties Did Not Amend the Merger Agreement.

109. Just as it did not waive any part of the Merger Agreement, the Acknowledgment Letter did not amend the terms of the Merger Agreement.

110. Section 12.1 restricts the Parties' ability to revise the terms for which they negotiated, stating that the Merger Agreement "may not be amended, modified or supplemented except (a) by an instrument in writing signed by or on behalf of Buyers and Sellers' Representative; or (b) by a waiver in accordance with Section 12.2."

111. Contrary to Cano's mischaracterization of its intent and effect, the Acknowledgement Letter itself says nothing about the Parties intending that it serve

as a "condensed First Earnout Statement and accelerated confirmation of entitlement" to the Purchase Price Stock. And these terms are neither used, nor the concepts contemplated, in the Merger Agreement. Rather, the Merger Agreement established a detailed Earnout framework with clear timing and substantive requirements. Had the Parties intended to memorialize an alternative measurement date, a method for securing "early certification," an accelerated path to determining the Earnout, or a "condensed" form of Earnout Statement, the Parties surely could and would have said so in the Merger Agreement or the Acknowledgment Letter itself.

112. Similarly, the Acknowledgment Letter did not refer to Section 12.1 of the Merger Agreement (or Section 12.2 (Waiver) or Section 2.7(h) (Put Right)), and words like "amend," "modify," "supplement," "alter," "change," "adjust," or anything of the sort do not appear in the Acknowledgement Letter. Nothing in that letter indicates the Parties meant for it to change the Merger Agreement, or any portion of it.

113. Further, the Acknowledgement Letter did not reference the Put Right at all, and in no way discussed, referenced, altered, amended, or modified the Put Right itself. In fact, the Acknowledgement Letter hewed to the exact terms of the Merger Agreement and merely memorialized the Parties' shared understanding in early 2022—long before PY 2022 would be complete, much less reconciled by CMS—

that Plaintiffs would sixteen months in the future "become entitled" to 100 per cent of the Purchase Price Stock barring a drastically different report in CMS's PY 2022 reconciliation. The Acknowledgement Letter, on its face, does nothing more than restrain Cano's ability to assert that the Purchase Price Shares have not all been earned when August 31, 2023 dawns, and CMS issues its PY 2022 reconciliation certifying final 2022 ACO/DCE Membership.

L. After signing the Acknowledgement Letter, the Parties Did Not Take Any Steps Indicating a Belief That the Earnout Had Been Calculated or Finalized, the Purchase Price Stock Transferred or Received, or the Put Right Waived.

114. Cano repudiated and has now failed to perform its obligations under the Put Right provision. And although its arguments for why it will not honor the Put Right it negotiated and agreed to have changed over time, the company's actual conduct in connection with the Purchase Price Stock has not.

115. Importantly, neither Cano nor Plaintiffs took the actions that would be expected, and in some instances required by the Merger Agreement, had Plaintiffs elected to receive the Purchase Price Stock or intended to amend or waive any provision of the Merger Agreement.

116. As described above, Cano has never calculated or issued any Earnout Statement expressing to Plaintiffs its calculation of the Orange Entities' performance under the Targets.

117. Moreover, Section 2.7(f)(i) of the Merger Agreement requires that—except as provided in the Put Right provisions of Section 2.7(h)—upon determination of the Earnout, the Parties "shall" both "promptly deliver joint written instructions to the Escrow Agent directing the Escrow Agent to release" the Purchase Price Stock to Plaintiffs. The Parties have, to this day, never delivered such instructions to the Escrow Agent. Nor has the Escrow Agent released—nor is it permitted to release—the Purchase Price Stock to Plaintiffs. In fact, the Merger Agreement directs not only joint written instructions in order to release the Purchase Price Stock from the Escrow Account, but it also requires that the shares be released in accordance with specific allocations established in an "Allocation Schedule" accompanying the Merger Agreement. And, because Section 2.7(f)(i) is subject to Section 2.7(h)—and because Plaintiffs will exercise the Put Right—there will be no need to issue joint instructions to issue the Purchase Price Stock to Plaintiffs. Rather, Cano must pay the [redacted] owed under the Put Right to Plaintiffs.

118. In addition, Cano never delivered Plaintiffs share certificates representing the Purchase Price Stock, nor did it inform Plaintiffs that the company recorded Plaintiffs' ownership of the Purchase Price Stock in book entry form. Cano's transfer agent has not communicated with Plaintiffs about the Purchase Price Stock.

119. Cano has never publicly disclosed Plaintiffs' supposed election to receive the Purchase Price Stock, transfer of ownership of the shares to them, the expiration or waiver of the Put Right, or any amendment of the Merger Agreement relieving the company of its Put Right obligations.

120. As of the filing of this Complaint, the Purchase Price Stock remains in the Escrow Account. Plaintiffs do not have, or have the right to receive, the shares. And not until completion of the Merger Agreement's prescribed Earnout Process will the Put Right become exercisable, Cano should be ordered to honor that Put Right when the time comes to do so.

M. Cano Should Be Ordered to Honor the Put Right.

121. It is clear that Court intervention is now required. Cano has refused and now failed to perform its obligations under the Put Right. Cano has no cognizable basis for avoiding its obligations.

122. Cano's efforts to stitch together a patchwork quilt of election, waiver, and amendment arguments are meritless and defy common sense. There is no dispute that the Orange Entities performed and have earned the right to exercise the Put Right and thereby require Cano to comply with its obligation to pay Plaintiffs [redacted] in Purchase Price consideration.

123. Accordingly, the Court should enter an order declaring that Cano is in breach of the Merger Agreement and ordering Cano to specifically perform its

obligations under Section 2.7 of the Merger Agreement, beginning with the delivery of the First Earnout Statement and by honoring the Put Right.

124. Specific performance is an appropriate remedy to enforce the terms of the Merger Agreement. The parties in agreed in Section 12.3 of the Merger Agreement to specific enforcement of the terms of the agreement:

> Each Party agrees that in the event of a breach of this Agreement by such Party, money damages will be inadequate, and the other Parties may have no adequate remedy at law. Accordingly, each Party agrees that each other Party shall have the right, in addition to any other rights and remedies existing in its favor, to enforce specifically the terms and provisions of this Agreement not only by an action or actions for damages but also by an action or actions for equitable relief, including injunction and specific performance, in any the court specified in Section 12.12(b). If any such action is brought by a Party to enforce this Agreement, each other Party, as applicable, hereby waives the defense that there is an adequate remedy at law or the requirement for the posting of any bond or similar security.

N. Plaintiffs Are Entitled to Indemnification From Cano For All Losses From Cano's Breach.

125. Section 9.2(c) of the Merger Agreement requires Cano to indemnify Plaintiffs, and hold them harmless, "from and against any Losses" they suffer, sustain, or become subject to "as a result of" or even "in connection with: (i) any inaccuracy or breach of any representation or warranty made by [Cano] in this [Merger] Agreement; (ii) *any failure to perform or breach of any covenant or*

agreement in this [Merger] Agreement by [Cano]; and (iii) any Fraud by [Cano]." (emphasis added)

126. The Merger Agreement defines "Losses" and "Loss" as:

> all damages (including amounts paid in settlement), losses, obligations, Liabilities, deficiencies, costs (including court costs, reasonable fees of accountants and other experts and reasonable attorneys' fees*, whether in respect of a third party claim or dispute* between *the Parties*), Taxes, penalties, fines, fees, penalties, judgments, assessments, interest, monetary sanctions and expenses incurred by an Indemnified Party, including expenses incident to investigating, responding to or defending any action or default, reasonable attorneys' fees and costs incurred to comply with injunctions and other court and agency orders, but excluding punitive damages (unless such punitive damages are claimed by a third party (including a Governmental Authority, but excluding an Affiliate of any Party)). (emphasis added)

127. Plaintiffs have incurred, and continue to incur, Losses as direct result and consequence of Cano's breach of the Put Right, including the need to bring this action to enforce their rights.

128. As required, on June 3, 2023, Plaintiffs provided Cano's designated notice parties with a written "Claim Notice," as that term is defined in Section 9 of the Merger Agreement, demanding that the company provide reasonable assurance that it will honor the Put Right and indemnify Plaintiffs for their Losses. *See* Ex. D.

129. On June 21, 2023, Cano delivered its Rejection Letter to Plaintiffs, once again repudiating the Put Right, as alleged *infra* in Paragraphs 91-92. *See also* Ex. E.

130. Plaintiffs are entitled to indemnification from Cano for all of their Losses resulting from Cano's breach of the Put Right.

V.

CAUSES OF ACTION

First Cause of Action

Breach of the Merger Agreement – Put Right

131. Plaintiffs repeat and reincorporate each of the foregoing allegations.

132. The Merger Agreement is a valid and enforceable agreement among the Parties.

133. Plaintiffs have performed all of their obligations under the Merger Agreement.

134. Under the Merger Agreement, Plaintiffs are entitled to the delivery of the First Earnout Statement pursuant to Section 2.7(b) of the Merger Agreement, and will thereafter be entitled to exercise the Put Right with respect to the Purchase Price Stock pursuant to Section 2.7(h) of the Merger Agreement.

135. As reflected in the Acknowledgment Letter and confirmed by CMS' final reconciliation of performance for 2022, the First Earnout Statement, when delivered, will reflect Plaintiffs' right to all of the Purchase Price Stock.

136. Upon receipt of such an Earnout Statement, Plaintiffs will exercise their Put Right.

137. Cano has already indicated that, upon exercise of the Put Right, it will decline to pay Plaintiffs the [redacted] due to them upon exercise of the Put Right.

138. Cano has repudiated and breached its obligations under the Merger Agreement by refusing and failing to deliver the First Earnout Statement while claiming that Plaintiffs have forfeited the Put Right, by waiving it, by agreeing to an amendment of the Merger Agreement, or otherwise.

139. An actionable controversy exists, and this Court should, therefore, enter an Order declaring that Cano is in breach of the Merger Agreement, that Plaintiffs have not waived the Put Right or agreed to an amendment of the Merger Agreement that would obviate the Put Right, and that Plaintiffs will have the right to exercise the Put Right after the delivery of an Earnout Statement.

140. Specific performance is appropriate. Section 12.3 of the Merger Agreement states:

> Each Party agrees that in the event of a breach of this Agreement by such Party, money damages will be inadequate, and the other Parties may have no adequate remedy at law. Accordingly, each Party agrees that each other Party shall have the right, in addition to any rights and remedies existing in its favor, to enforce specifically the terms and provisions of this Agreement not only by an action or actions for damages by also by an action or actions for equitable relief, including injunction and specific performance. . . .

141. In the alternative, given that Plaintiffs have made clear their intention to exercise the Put Right and the absence of any dispute over their entitlement to the

Purchase Price Stock, Plaintiffs seek an alternative remedy of monetary damages in the amount of [redacted] plus interest.

Second Cause of Action

Declaratory Judgment—Indemnification

142. Plaintiffs repeat and reincorporate each of the foregoing allegations.

143. The Merger Agreement is a valid and enforceable agreement among the parties.

144. Plaintiffs have performed all of their obligations under the Merger Agreement.

145. Pursuant to Section 9.2(c) of the Merger Agreement, Cano is required to indemnify Plaintiffs, and hold them harmless, "from and against any Losses" they suffer, sustain or become subject to "as a result of" or "in connection with," among other things, "any failure to perform or breach of any covenant or agreement in this [Merger] Agreement by [Cano]." Moreover, the Merger Agreement defines "Loss" to include "all damages (including amounts paid in settlement), losses, obligations, Liabilities, deficiencies, costs (including court costs), reasonable fees of accountants and other experts and reasonable attorneys' fees, whether in respect of a third-party claim or a dispute between the Parties. . . ."

146. Plaintiffs contend that, for the reasons set forth above, they will be entitled to exercise the Put Right when an Earnout Statement is delivered to them,

on or after August 31, 2022. Cano's refusal to recognize this right has caused Plaintiffs to suffer a "Loss" as defined in the Merger Agreement.

147. An actionable controversy exists, and this Court should, therefore, enter an Order declaring that Cano's failure to perform its obligations under the Merger Agreement have caused Plaintiffs to suffer Losses, and that Plaintiffs are therefore entitled to be indemnified for those Losses, including all court costs, legal fees, expert fees and other litigation expenses they have incurred and will incur in this litigation.

WHEREFORE, Plaintiffs demand and pray for entry of judgment:

a. Declaring that Plaintiffs are entitled to exercise the Put Right pursuant to Section 2.7(h) of the Merger Agreement upon delivery to them of an Earnout Statement, and that upon exercise of the Put Right, Cano will be obligated to pay Plaintiffs [redacted]

b. Ordering Cano to specifically perform its obligations under the Merger Agreement honoring the Put Right by delivering the First Earnout Statement, or in the alternative, damages in the amount of [redacted];

c. Declaring that, as a result of Cano's refusal to honor the Put Right Cano has failed to perform and breached its covenants under the Merger Agreement, including its covenants to deliver the first Earnout Statement on or after August 31, 2023 and its obligations to honor the

Put Right set forth in Paragraph 2.7(h) of the Merger Agreement, and that Plaintiffs are therefore entitled to indemnification under Section 9.2(c) of the Merger Agreement for all Losses as a result of Cano's actions, including all court costs, legal fees, expert fees and other litigation expenses Plaintiffs have incurred and will incur in this litigation;

d. awarding damages for all Losses (as defined in Section 9.2(c) of the Merger Agreement) suffered by Plaintiffs as a result of Cano's actions, including all court costs, legal fees, expert fees and other litigation expenses Plaintiffs have incurred and will incur in this litigation;

e. Awarding Plaintiffs pre-and post-judgment interest; and

f. Awarding such other and further relief as may be appropriate.

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