FORM S-1

General form of registration statement for all companies including face-amount certificate companies

Filing Date: **2021-07-16**
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FILER

Everside Health Group, Inc.
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SIC: **8000** Health services

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As filed with the Securities and Exchange Commission on July 16, 2021.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Everside Health Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	8000	83-0674262
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

1400 Wewatta Street
Suite 350
Denver, Colorado 80202
303-566-7161
(Address, including zip code, and telephone number, including area code, of registrant' s principal executive offices)

Christopher T. Miller
Chief Executive Officer
Everside Health Group, Inc.
1400 Wewatta Street
Suite 350
Denver, Colorado 80202
303-566-7161
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Heidi Mayon **Jesse Nevarez** **Christopher A. Dwyer** **Goodwin Procter LLP** **601 Marshall Street** **Redwood City, California 94063** **(650) 752-3100**	**Ranmali Bopitiya** **Chief Legal Officer** **Everside Health Group, Inc.** **1400 Wewatta Street** **Suite 350** **Denver, Colorado 80202** **303-566-7161**	**Matthew Dubofsky** **David Peinsipp** **Cooley LLP** **1144 15th Street** **Suite 2300** **Denver, Colorado 80202** **(720) 566-4000**

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee(3)
Common stock, $0.0001 par value per share	$100,000,000	$10,910

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase to cover over-allotments.
(3) Calculated pursuant to Rule 457(o) based on the estimate of the proposed maximum aggregate offering price.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS (Subject to Completion)
Issued , 2021

Shares

everside HEALTH™

COMMON STOCK

This is the initial public offering of common stock of Everside Health Group, Inc. We are offering shares of our common stock. Prior to this offering, there has been no public market for our common stock. It is currently estimated that the initial public offering price per share will be between $ and $.

We intend to apply to list our common stock on the New York Stock Exchange under the symbol "EVSD."

We are an "emerging growth company" as defined under the federal securities laws, and as such, we have elected to comply with certain reduced reporting requirements for this prospectus and may elect to do so in future filings.

See "Risk Factors" beginning on page 26 to read about factors you should consider before buying shares of our common stock.

PRICE $ A SHARE

	Per share	***Total***
Initial Public Offering Price		
Underwriting discount (1)		
Proceeds, before expenses, to us		

(1) See "Underwriters" for a description of the compensation payable to the underwriters.

At our request, the underwriters have reserved for sale at the initial public offering price per share up to % of the shares of common stock offered by this prospectus for sale at the initial public offering price through a directed share program to certain individuals identified by management. See the section titled "Underwriters–Directed Share Program."

The underwriters have the option to purchase up to an additional shares of common stock from us at the initial public offering price to the public less the underwriting discount.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of common stock against payment on , 2021.

Morgan Stanley *J.P. Morgan* *Goldman Sachs & Co. LLC* *BofA Securities* *William Blair*

, 2021

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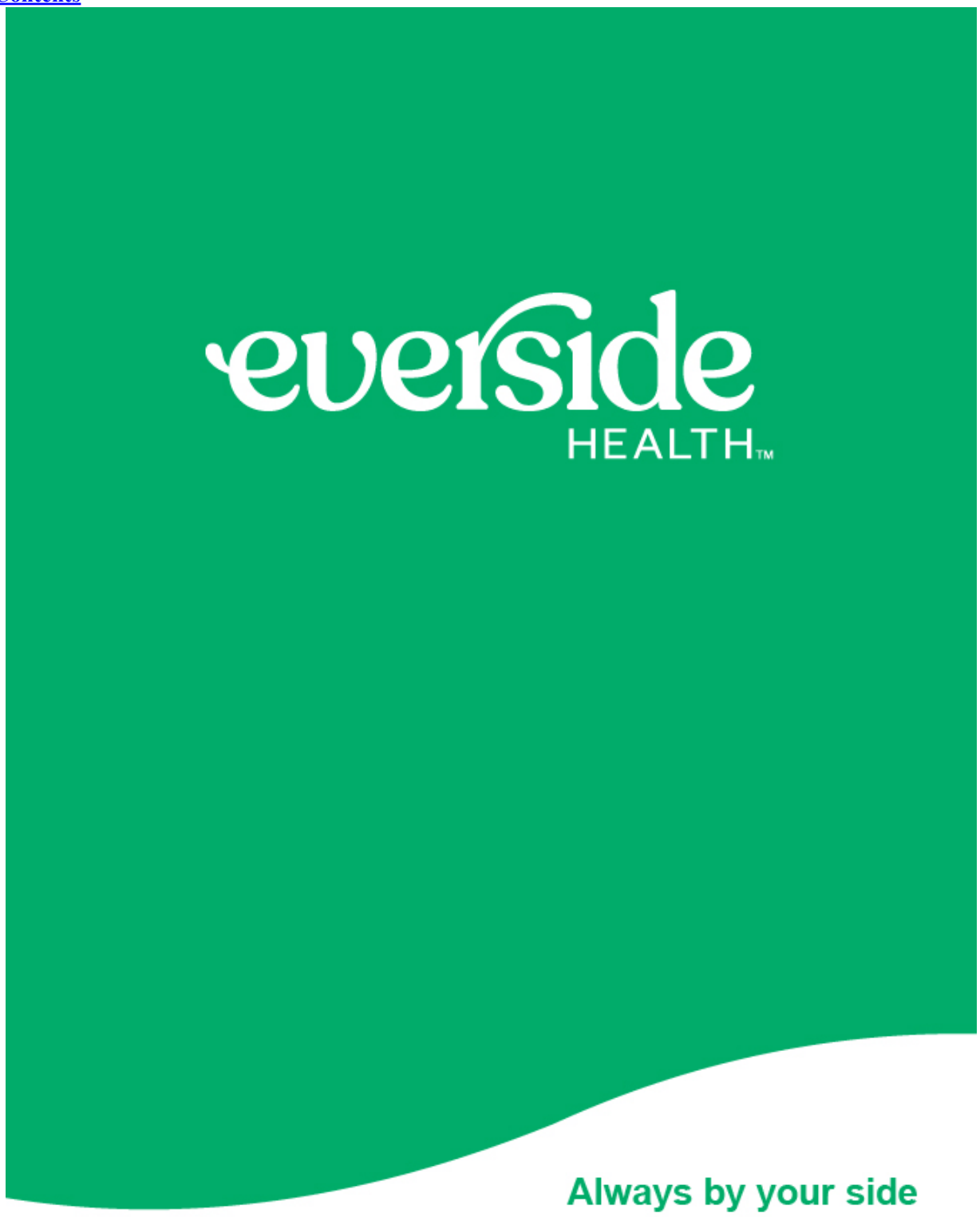

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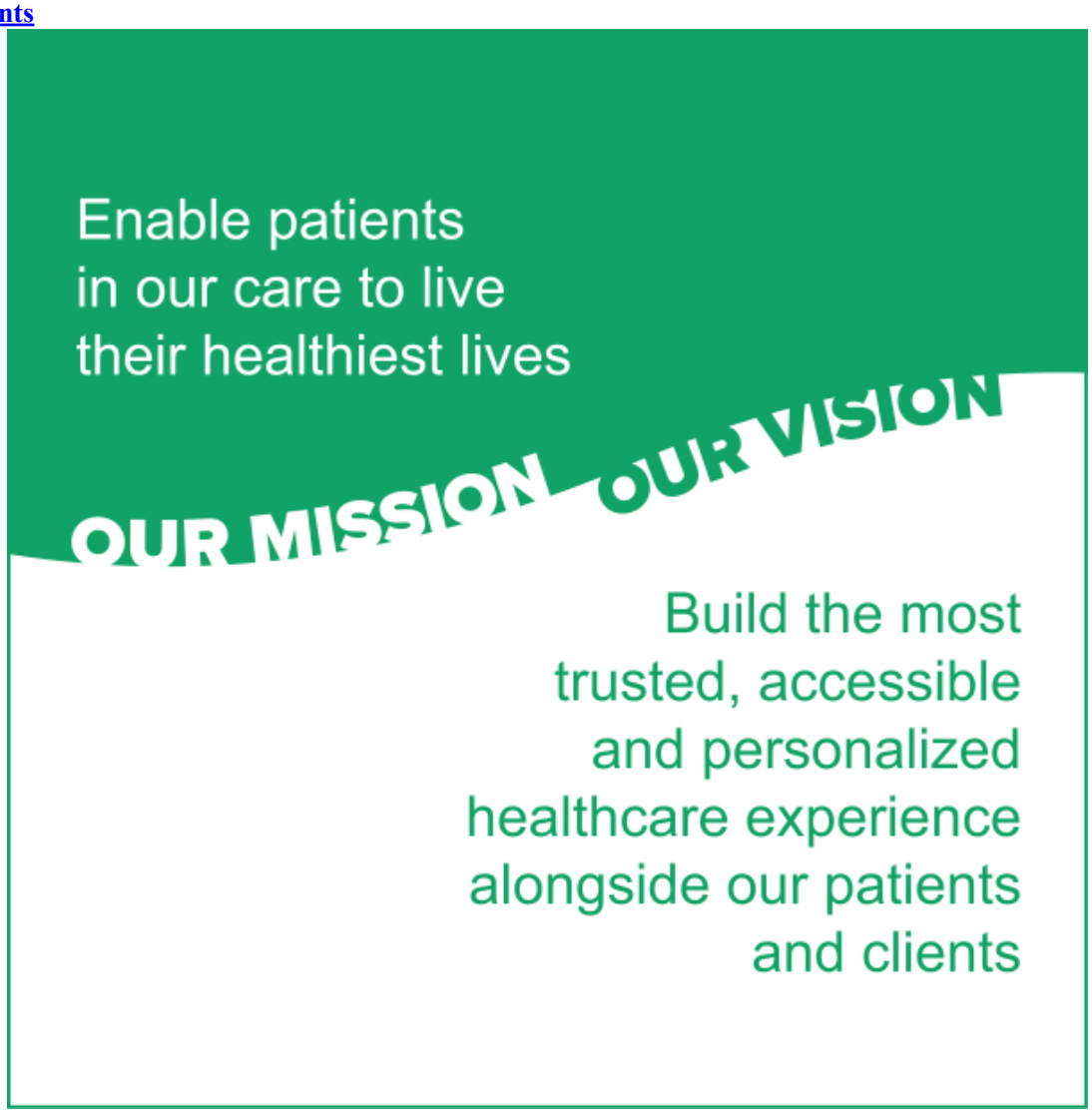

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A letter from our CEO

We founded Everside Health with a shared belief that everyone has the right to affordable healthcare. We put this belief into action by empowering patients in our care to live their healthiest lives via a personalized, low-cost and tech-driven healthcare experience. Our values include courage, community, fun, and ingenuity, but we are intentional in starting our values with “patients first.” We know that if we take care of our patients and provide the best clinical care, the rest will take care of itself.

The people at the heart of our business are care-obsessed professionals intent on transforming the U.S. healthcare system. Our collective goal is to improve millions of lives by providing accessible primary care that aligns incentives to patients, physicians and benefit providers at lower costs.

Everside Health was formed through the combination of three leading direct primary care providers–Paladina, Healthstat, and Activate–and while the brand name may be new, our legacy, experience and passion for what we do is not. As we’ve grown our business, we have endeavored to consistently be patient-focused, care-obsessed and technology-driven, making Everside Health the company it is today.

My personal passion for care was instilled from a young age by my philanthropic parents and by my grandfather, who was a bricklayer and active member of the local union. His pride and dedication to his trade left a lasting impression. We partner with unions and Taft-Hartleys across the country to help positively impact the lives of these members, and I know my grandfather would be very proud of the work we are doing for these communities.

Over the years, we have received stories from patients who are immensely grateful for the incredible care they have received, including the life-changing and vital diagnoses—many of which may have prolonged their lives—and from our providers who truly enjoy their profession because they are able to spend more quality time with their patients. These stories are what fuel our work forward and deepen our dedication to our vision to build the most trusted, accessible, personalized healthcare experience alongside our patients and clients.

Thank you to the hundreds of our employees who have worked tirelessly to get us to this point in our journey, to our clients who have partnered with us to serve their employees, and to our patients who have trusted us to help them achieve better health outcomes for themselves and their families.

We appreciate your interest and support for Everside Health and look forward to continuing this journey together.

With gratitude,

Chris Miller

Chris Miller
CEO of Everside Health Group, Inc.

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Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer' s obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

You should rely only on the information contained in this prospectus or contained in any free writing prospectus filed with the Securities and Exchange Commission, or SEC. Neither we nor the underwriters have authorized anyone to provide any information or make any representations other than the information contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. If anyone provides you with different or inconsistent information, you should not rely on it.

We are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside of the United States: neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about and to observe any restrictions relating to this offering and the distribution of this prospectus outside of the United States.

Unless the context otherwise requires, the terms “Everside,” “Everside Health,” “Everside Health Group,” the “Company,” “we,” “us” and “our” in this prospectus refer to Everside Health Group, Inc. and its consolidated subsidiaries after giving effect to the Corporate Reorganization described herein.

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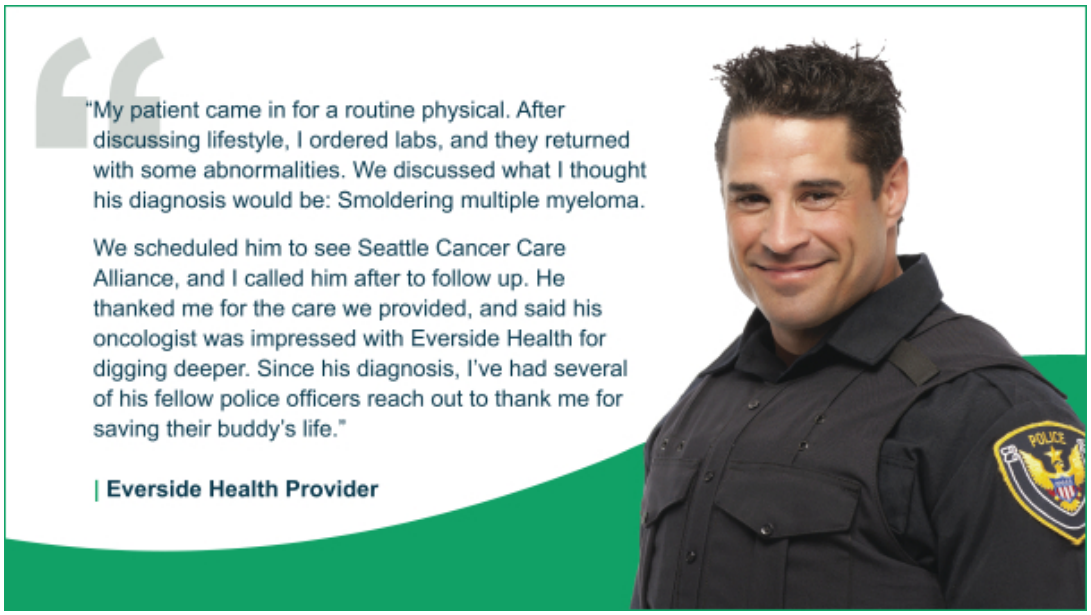

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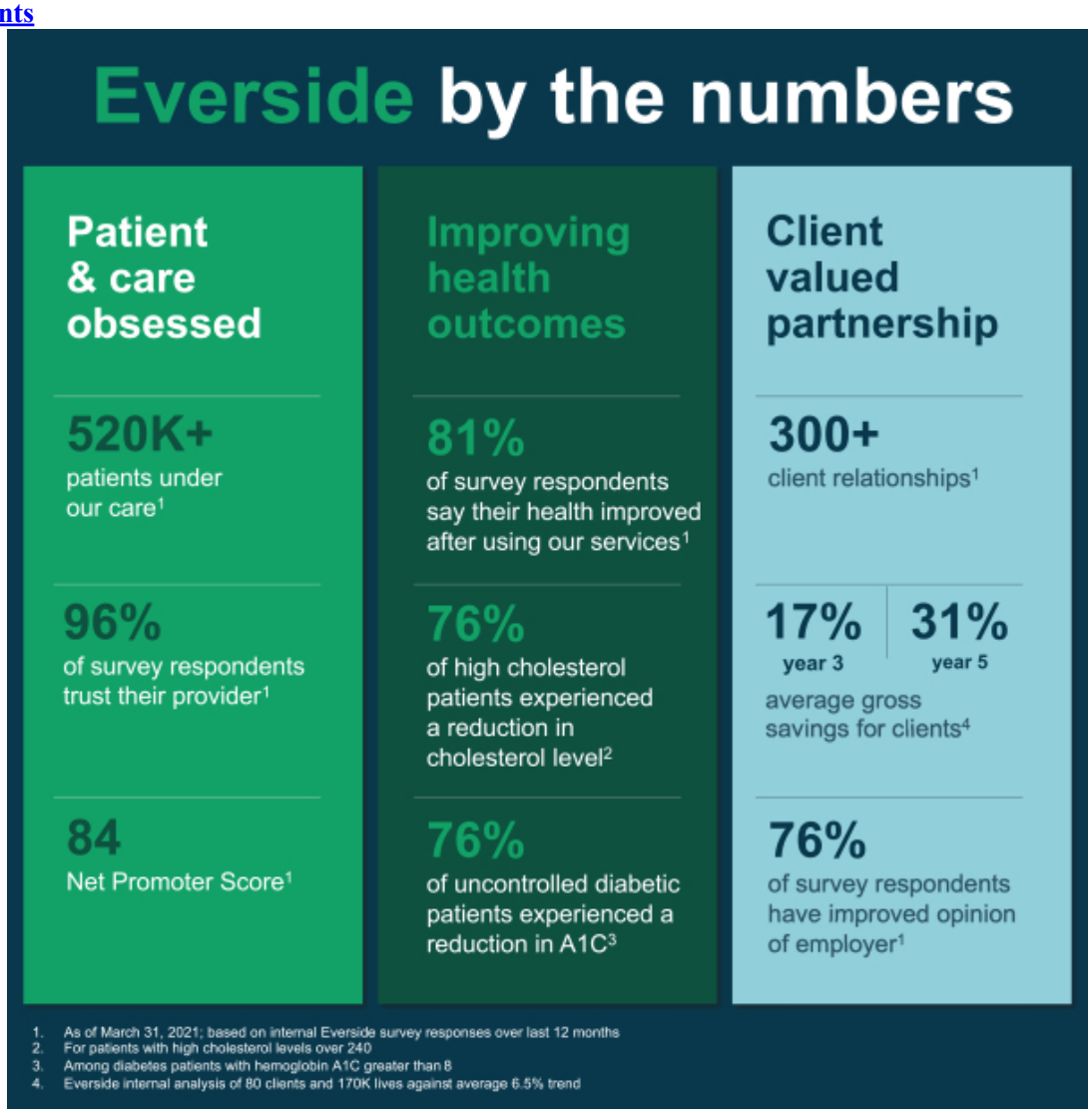

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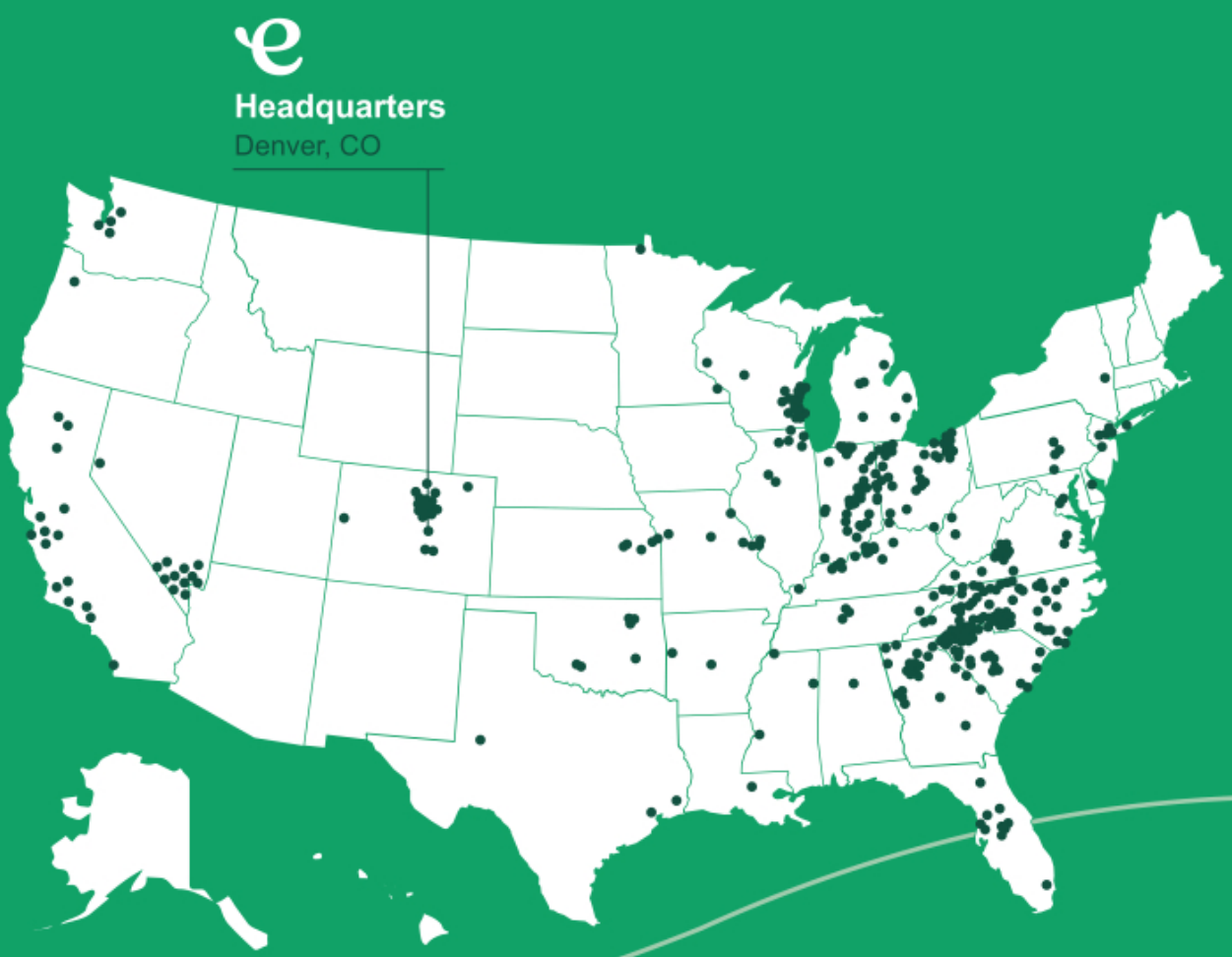
Coast-to-coast access.
Onsite. Nearsite.
Virtual care everywhere.



340+
health centers across the U.S.

33
states with an Everside presence

140+
U.S. markets

Note: As of March 31, 2021

PROSPECTUS SUMMARY

This summary highlights selected information that is presented in greater detail elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our common stock. You should read this entire prospectus carefully, including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus, before making an investment decision. Unless the context otherwise requires, the terms "we," "us," and "our" in this prospectus refer to Everside Health Group, Inc. and its consolidated subsidiaries.

OUR COMPANY

Overview

At Everside Health, our mission is to enable patients in our care to live their healthiest lives. Our vision is to build the most trusted, accessible and personalized healthcare experience alongside our patients and clients.

We are a patient-focused, care-obsessed, technology-driven, primary care platform with frictionless in-person and virtual care. We listen to our clients and offer them tailored solutions to deliver accessible, high quality care and lower healthcare costs for our patients and clients. We provide our patients with a differentiated experience because we believe that engaging patients in their care is key to both improving health outcomes and delivering healthcare cost savings. We are disrupting healthcare by addressing the unmet needs of key stakeholders, including patients, providers and our clients, which are primarily self-funded employers and labor unions. As of March 31, 2021, we operate 343 centers, across over 140 U.S. markets and 33 states, as detailed in the map in Figure 1 in the section entitled "Business", serving over 300 clients and caring for over 520,000 patients. Of our centers, we lease approximately 20% of the centers and our clients lease or own approximately 80% of the centers.

Our company has developed innovative, data-driven solutions to improve patient experience, address provider burnout, and tackle the rising healthcare costs facing employers. We believe that patient care should be empowered by data, and we have invested heavily in a scalable, secure and cost-efficient technology platform, *Everside 360™*. This enables us to provide our longitudinal, holistic care model, an omnichannel approach to in-person and virtual care, and transparent results for our clients. Our Complete Care Solution, is a comprehensive, technology-enabled primary care delivery solution that delivers results for our patients, our providers and our clients.

The majority of our clients are self-funded employers and labor unions that are looking to control their rising healthcare costs. Our key market focus includes state governments, school districts and manufacturers who are typically sensitive to their increasing spend on healthcare claims. We typically enter into 2-5 year contracts with our clients, where we receive a value-based, recurring revenue payment to serve all of their eligible employees and dependents, which we define as our patients. A key component to our client sales strategy is forecasting a client' s return on investment, or ROI, with Everside by analyzing each client' s historical healthcare spend and using actuarial analytics to forecast our ability to reduce the total cost of care for our clients. Notably, the Everside primary care solution yields savings in all categories of healthcare spend, including, but not limited to, diagnostic imaging, inpatient admissions, pharmacy, emergency department visits and specialist consults. We are committed to delivering these projected cost savings and we report to our clients how their actual savings measured against our forecasts. In a study that included over 80 clients and 170,000 patients, our model, which is based on internal projections and inclusive of our acquisitions of Activate Healthcare LLC, or Activate and Healthstat, Inc., or Healthstat, reduced healthcare cost inflation to under 1.5% per year and delivered average

gross savings of 17% by year 3, 31% by year 5 and 40% by year 7. This healthcare cost inflation is calculated by looking at the average increase in total medical expense, on a per member per month basis, across our clients year-by-year. We calculate gross savings by establishing a baseline benchmark spend on a per member per month basis in the year prior to the start of our providing services for each client, calculating the actual per member per month costs for each subsequent year to represent actual costs for each client, and creating a projection of what costs would have been without our services each year for each client, which we do by utilizing independently published inflation benchmarks for commercial populations health costs. In addition, we adjust for client benefit plan design changes and other extraneous factors not attributable to the services we provide. The difference between our projection of expected healthcare cost in each year compared to actual healthcare cost represents the estimated savings. We then calculate the percentage difference between the actual costs and the projected costs, which we call the gross savings. Our ability to drive reductions in the total cost of care while offering what we believe is a superior patient experience creates strong alignment, and a true partnership, between Everside and our clients. We believe this approach, which focuses on the central needs of our self-funded clients, is a key driver of our over 95% net revenue retention rate, which is calculated based on the annual percentage of clients that continue with us from one year to the next. The retention measure is a 3-year weighted average from 2018 to 2020. Although we were incorporated in 2018, our calculation is inclusive of the businesses we acquired that were independently founded in 2011, 2009 and 2001. Among the key drivers of the high retention rate annually are the multi-year contracts and the strong service and results we deliver to clients.

We offer a differentiated patient experience with a technology-driven patient engagement strategy. We recognize that motivating patients to proactively engage in their health is the key to driving reductions in the total cost of care. Our model addresses the financial barriers to proactive healthcare, with a predictable, fully transparent pricing model for our clients that enables our patients to access dependable care without additional out-of-pocket costs, helping to build trust, loyalty and patient engagement. In many of our centers, we do not charge copays or fees to our patients, including prescriptions, and there are no charges billed to a patient' s insurance for provider services. We use sophisticated algorithms to risk stratify our patients based on historical claims and clinical information. We combine this information with our digital outreach model to create highly targeted patient outreach journeys to appropriately engage patients across the risk continuum. We define a patient outreach journey as a personalized series of engagements across multiple modalities to drive a specific outcome for each patient.

Our Complete Care Solution creates a low-cost, high-touch patient experience allowing us to deliver excellent results for our key stakeholders.

Patients. Inspired by our mission, we have reinvented the patient experience, including 24/7 patient access to their primary care team, frictionless scheduling, short wait times and longer patient visits in a convenient care setting, both in-person and virtually. We deliver a convenient and comprehensive solution to our patients, allowing them to receive services for primary care, laboratory, medication dispensing, and ancillary services like behavioral health and occupational health services at an on-site or near-site center location. This has resulted in an average Net Promoter Score, or NPS score, of 84 over the twelve months ended March 31, 2021, as opposed to primary care providers that average single-digit NPS scores. The NPS score is a widely used metric that measures customer satisfaction and loyalty by asking respondents to rate the likelihood they would recommend a company or service. After primary care visits, members are sent a survey to assess satisfaction and their likeliness to recommend our services to others. Respondents give a rating between 0 (not at all likely) and 10 (extremely likely) and, depending on their response, they fall into one of three categories:

Promoters respond with a score of 9 or 10 and are typically loyal and enthusiastic patients.

Passives respond with a score of 7 or 8. They are satisfied with the service but not happy enough to be considered promoters.

Detractors respond with a score of 0 to 6. They are unhappy patients who are unlikely to engage again and may even discourage others from engaging with us.

The NPS score is calculated by subtracting the percentage of Detractors from the percentage of Promoters. The percentage of Detractors is equal to the number of Detractors divided by the number of total respondents. The percentage of Promoters is equal to the number of Promoters divided by the number of total respondents. In addition, we have demonstrated the ability to deliver high quality care; for example, by exceeding the 90th percentile thresholds for multiple important screening measures, such as diabetic blood pressure control and hypertension control, as set by Healthcare Effectiveness Data and Information Set, or HEDIS.

Providers. We believe that if our primary care providers, or PCPs, are given the appropriate time, tools and support, they can effectively manage a majority of the typical patient' s health needs, and thereby, significantly impact a patient' s healthcare spend while improving their outcomes. Our providers typically have smaller patient panels, averaging 885 patients relative to the traditional fee-for-service patient panel, which average approximately 2,200 and exceed 3,000 patients. This allows our PCPs to see our patients more frequently, averaging 3.6 visits per year versus an average of approximately 1.3 primary care visits for adults nationally, and spend more time with their patients, with an average visit scheduled for 28.1 minutes, which is 67% longer than the national average of 16.2 minutes. Comprehensive appointments can last 60-90 minutes or more. By spending more time with patients, PCPs can develop personalized care plans and perform procedures which would otherwise be sent to urgent care centers or emergency rooms. In addition, our value-based per member per month, or PMPM, pricing model means our providers do not have to manage the complexities of coding and billing. We aim to reduce provider burnout, increase provider retention, improve speed to provider recruitment, and drive higher clinician satisfaction, to make us the employer of choice for PCPs.

Clients. Our business model creates direct financial alignment with our clients. Our value-based payment model means that we are rewarded when we deliver quality outcomes and cost savings to our clients. This sets us apart from fee-for-service providers who benefit financially when employers and patients pay more for additional services. In addition, we believe we drive improved employee satisfaction and productivity, lower absenteeism and deliver better healthcare outcomes. As a result of our Complete Care Solution, 76% of patients who responded to our survey say their opinion of their employer has improved with access to our comprehensive healthcare services. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "How has access to Everside Health and the services they offer impacted your opinion of your employer?" Patients may select one of the following options: "Negatively Impacted, No Change, Somewhat Improved, Significantly Improved, Not Applicable." In the 12 month period ending March 31, 2021, of the 3,674 responses (which excludes "Not Applicable" responses), 2,796 patients selected "Somewhat Improved" or "Significantly Improved" resulting in a calculation of 76% of respondents indicating that their opinion of their employer has improved with access to Everside' s services. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services. We typically are able to provide our clients 15-25% total cost of care savings within 3-5 years and some clients experience savings of 40% or more within 7 years.

We deliver our Complete Care Solution through the management and operation of onsite and nearsite health centers. To comply with various state laws, we employ our licensed providers through four medical professional corporations, or PCs. These PCs are wholly-owned by our Chief Medical Officer. We utilize a common contracting approach to affiliate with the PCs sufficiently so that the PCs are consolidated financially with the Everside wholly-owned subsidiaries. The contractual arrangements generally include: (i) management services agreements; (ii) professional services agreements; and (iii) shareholder restriction agreements. Under the management services agreements, we provide administrative services to the PCs. Under the professional services

agreements, the PCs hire providers to render professional medical services exclusively for our patients. Under the shareholder transfer restriction agreements, the PCs' sole shareholder, our Chief Medical Officer, is restricted from transferring shares in the PC without our prior approval, required to transfer his shares under certain circumstances and subject to certain other limitations. The intracompany compensation paid by the PCs to the Company under the management services agreement is eliminated upon consolidation.

We believe that our business model is highly scalable due to our ability to open new centers in 4-6 months with modest required capital investments and our ability to efficiently deploy our centers in multiple geographic settings. A typical new health center costs approximately $150,000 to $500,000 to open and can be funded by Everside or by the client. Because of the low startup costs and predictable volume from the client' s employees, our typical payback period is within the first year of opening a new health center. Our model allows us to create de novo centers and to customize to client size and demographics, allowing us to open in any geographic area, regardless of population density. We serve both metropolitan areas and rural areas, and augment with virtual capabilities to efficiently and effectively extend our reach. We are physically present in over 140 U.S. markets today. As of March 31, 2021, we had 343 health centers in 33 states. In addition, we serve over 300 clients, and no client represented more than 6% of revenues for 2020. For the twelve months ended December 31, 2020, we grew our patients by approximately 209% from 166,970 at December 31, 2019 to 516,364 at December 31, 2020.

We have experienced both strong organic and inorganic revenue growth since inception.

Revenue increased approximately 97% from $23 million for the three months ended March 31, 2020 to $45 million for the three months ended March 31, 2021. Organic revenue, which excludes revenue from our recent acquisition of Healthstat, hereinafter referred to as the Acquisition, increased approximately 16% from $23 million for the three months ended March 31, 2020 to $27 million for the three months ended March 31, 2021. Consolidated net loss increased from $4 million for the three months ended March 31, 2020 to $7 million for the three months ended March 31, 2021. Care margin increased from $8 million or 34% of revenue for the three months ended March 31, 2020 to $16 million or 34% of revenue for the three months ended March 31, 2021. Adjusted EBITDA decreased from a negative $2 million for the three months ended March 31, 2020 to a negative $3 million for the three months ended March 31, 2021.

Revenue increased approximately 40% from $81 million for the year ended December 31, 2019 to $113 million for the year ended December 31, 2020. Organic revenue, which excludes revenue from the Acquisition, increased approximately 24% from $81 million for the year ended December 31, 2019 to $101 million for the year ended December 31, 2020. Consolidated net loss decreased from $20 million for the year ended December 31, 2019 to $3 million for the year ended December 31, 2020. Care margin increased from $25 million for the year ended December 31, 2019 to $44 million for the year ended December 31, 2020. Adjusted EBITDA increased from negative $13 million for the year ended December 31, 2019 to positive $3 million for the year ended December 31, 2020. Care margin and Adjusted EBITDA are supplemental measures that are not calculated in accordance with United States generally accepted accounting principles, or GAAP. See section titled "Management' s Discussion and Analysis of Financial Condition and Results of Operations−Key Business Metrics and Non-GAAP Financial Measures" for additional information and a reconciliation to the most directly comparable financial measure calculated in accordance with GAAP.

Industry Challenges and Our Market Opportunity

Industry Challenges

The current United States healthcare system has significant inefficiencies, presenting key stakeholders with several major challenges: (i) patients that lack access to high-quality, cost-effective care that is provided at the appropriate site of care, (ii) providers that lack the flexibility, autonomy and financial incentives to deliver clinically-effective, value-based care and (iii) employers, labor unions and health plans that lack effective means

to control healthcare costs, while improving access for their patients and beneficiaries. As a result, healthcare spending continues to rise nationwide.

Healthcare spending in the United States reached nearly $3.8 trillion in 2019, according to the Centers for Medicare and Medicaid Services, or CMS, representing approximately 18% of total U.S. Gross Domestic Product, or GDP. In 2019, healthcare spending in the United States represented 17% of GDP, compared to 8.6% average for OECD countries, or over $10,000 per capita in the United States, approximately 2.5 times greater than the average Organisation for Economic Co-operation and Development, or OECD, country. Despite spending more than double the average OECD country per capita spend, the United States experiences below average health outcomes, including measures of life expectancy, quality of primary care and quality of acute care. We believe that a principal reason for this is the current underinvestment in primary care within today' s United States healthcare system.

The current fee-for-service reimbursement model in the United States traditionally rewards high volumes of specialty-based care, while limiting the reimbursement for preventative services delivered by primary care. Highlighting this, the United States on average currently spends only 5-7% of its healthcare dollars on primary care in contrast to the 14% spent by other OECD nations, according to a 2019 Patient-Centered Primary Care Collaborative report. In addition, according to studies from Oregon' s Patient-Centered Primary Care Home, or PCPCH, program, for every $1 spent on primary care, an estimated $13 is saved on costs in specialty care, inpatient care and emergency care.

As a direct result of the aforementioned underinvestment in the United States in primary care, typical PCPs are forced to make difficult clinical decisions in a complex fee-for-service payment environment. Examples of these inherent conflicts and limitations include:

- Legacy financial models that do not adequately reimburse providers for time spent coordinating care with other treating providers, performing medication management, or engaging directly with the patient outside of regularly scheduled office visits. We believe these are critical components when promoting positive health outcomes and lowering costs.
- Time limitations that hinder a provider' s ability to make more complex diagnoses (often prompting unwarranted, unnecessary referrals to specialty care) or addressing underlying health conditions such as chronic disease and behavioral health concerns.
- Large patient panel sizes and increasing administrative requirements that divert providers from clinical duties, reduce the availability and accessibility of providers to their patients and ultimately lead to provider burnout.
- A trend of hospitals acquiring independent physicians. Healthcare systems often hire PCPs to drive more volume to their specialists and other clinical settings, which further increases costs.

In addition to the unmet needs of the patient, employers are continuing to face increasing costs even as overall patient access to care has declined. For both employers and employees, annual health benefit costs are at all-time highs, exceeding $21,000 per family in 2020 with employee contributions also reaching record highs of more than $5,500 per family representing an increase of 111% over the last decade, according to Kaiser Family Foundation, or KFF. Despite these increased costs for both the employer and the employee, the typical patient wait in 2017 was approximately 29 days to see a family medicine practitioner, an increase of 50% over the prior 4 years, according to a recent Merritt Hawkins survey of the 15 largest U.S. metropolitan areas. In middle-size markets, this wait time increases to 56 days. Worse yet, as of 2019, approximately 84 million people in the United States lack access to a PCP. Furthermore, 44% of patients do not go to their physician because of cost.

We believe that investing in primary care will improve the quality of care and reduce overall costs. The traditional primary care fee-for-service model has driven employers to seek out innovative primary care solutions

to keep their employees healthy while also reducing healthcare costs. A number of digital health solutions have entered the marketplace to address this market need, however 59% of patients surveyed said they prefer in-person visits and an additional 22% preferred a combination of in-person and digital for routine care. Digital-only solutions will not meet patient demand for access to primary care.

The current state of the United States healthcare system leaves key stakeholders with a sense of growing frustration. We believe that these unmet needs represent a significant opportunity for Everside.

Our Market Opportunity

We have designed the Everside Health Platform to address the existing frustrations and unmet needs of our key stakeholders.

We believe that our targeted total addressable market is both large and growing rapidly. Employer-sponsored commercial health insurance is the largest source of benefit coverage in the United States, 157 million people, according to a 2019 KFF report. Our total addressable market includes the commercial, self-insured primary care market and ancillary services we offer like behavioral and occupational healthcare. As of 2019, the commercial (i) primary care market was approximately $91 billion, (ii) behavioral health market was approximately $34 billion and (iii) occupational health market was approximately $7 billion. This represented an aggregated total commercial market of $132 billion, of which KFF estimates approximately 67%, or $88 billion, is represented by self-funded plan sponsors. One segment of self-funded plan sponsors we are uniquely positioned to serve are labor unions and Taft-Hartley plan sponsors, which we estimate represents approximately 10 million lives and in turn an estimated $12 billion. As we continue to add services and contemplate risk-bearing contracts, our total addressable market could eventually encompass the total commercial self-funded market, representing an estimated $655 billion in 2019. We view this as our long-term total addressable market given our model' s ability to impact the total cost of healthcare for our commercial plan sponsor clients. This market is expected to grow as employers continue trends of taking on more self-funded risk arrangements and subsequently seek solutions to reduce their overall costs.

We believe and expect our market share within our total addressable market to grow considerably as we further expand into new geographies and expand our suite of service offerings. Furthermore, we have the potential to expand upon the total addressable market by applying our model to adjacent markets, such as the fully insured small group employer market and the retiree market.

The Everside Health Platform

We believe the Everside Health Platform is redefining primary care by executing on a model that is (i) Patient-focused, (ii) Care-obsessed and (iii) Technology-driven.

We are Patient-Focused

Every aspect of our model has been designed to create a differentiated patient experience, resulting in an NPS score of 84.

We Know Our Patients. Our providers typically have smaller patient panels, averaging 885 patients relative to the traditional fee-for-service patient panel, which average approximately 2,200 and exceed 3,000 patients. Through longer visit times, we get to know our patients better, listening to each patient' s unique challenges and goals, an important factor for their healthcare journey. Everside providers stay by our patients' sides when they need to access the rest of the healthcare system, being there to help them navigate the complex healthcare system and coordinate their care. In the past 12 months, 96% of patients who responded to our survey were satisfied with the level of trust they have with their Everside provider. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to

members in accordance with mutually agreed client reporting requirements. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "Thinking back to all your experiences with Everside Health, how satisfied are you in the following areas: Level of trust with your provider?" Patients may select one of the following options: "Very Dissatisfied, Dissatisfied, Neutral, Satisfied, Very Satisfied, Not Applicable." In the 12 month period ending March 31, 2021, of the 4,324 patients that responded to the survey (which excludes "Not Applicable" responses) 4,168 patients selected "Very Satisfied" or "Satisfied", resulting in a calculation of 96% of respondents indicating they were satisfied with the level of trust they have with their Everside provider. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services.

We Provide One Convenient Solution. We provide a broad range of primary care services both in-person and virtually as part of our Complete Care Solution. We typically dispense generic medications, draw bloodwork and offer vaccines in-office. Our comprehensive healthcare services offerings also include wellness programs, occupational health, chronic condition management, behavioral health, physical therapy and musculoskeletal health solutions.

We Personalize Patient Care. Our providers work collaboratively with patients to create a personalized care plan to reach their health goals and we can tailor these based on their individual health risk. Before each visit, our providers have access to a care gap checklist, personalized for each of their patients, to prompt preventive care.

We Make Access Easy. Patients have access to same-day and next-day appointments, so they can receive care quickly and conveniently for themselves and their family. Our patients can schedule in-person and virtual visits, message providers, access records, and request prescription refills through *Everside Everywhere™*, our user-friendly portal and mobile application. Ninety-six percent of patients who responded to our survey indicate that they are satisfied with their ability to access their provider. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "Thinking back to all your experiences with Everside Health, how satisfied are you in the following areas: Ability to access your provider?" Patients may select one of the following options: "Very Dissatisfied, Dissatisfied, Neutral, Satisfied, Very Satisfied, Not Applicable." In the 12 month period ending March 31, 2021, of the 4,285 patients that responded to the survey (which excludes "Not Applicable" responses) 4,131 patients selected "Very Satisfied" or "Satisfied", resulting in a calculation of 96% of respondents indicating they were satisfied with their ability to access their Everside provider. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services.

We Make Great Care Affordable. Our goal is to provide our patients with a low-cost, high-touch approach that empowers them to engage in their own care with Everside as their partner. Our services are usually delivered at no cost to the patient, with copays only applying to non-preventative services for patients with Health Savings Accounts, or HSAs, enrolled in qualified high deductible health plans, or HDHPs. We believe that cost should never be a barrier to care.

We are Care Obsessed

We believe that a strong primary care platform is the key to driving better health outcomes. By providing the highest level of primary care, we enable the PCP to coordinate a highly integrated suite of offerings. Our Complete Care Solution is based on five core tenets:

We Support the Primary Care Provider. We provide PCPs the time, tools and support to effectively manage more care, more efficiently. We supply our providers with multiple tools to minimize burdensome administrative tasks and to enhance care decisions. With this suite of tools, a care team to coordinate referrals and follow-ups, and onsite labs and pharmacy dispensing, our PCPs are able to efficiently oversee all of the patient' s care.

We Focus on Engagement. Through strategic alignment with our clients, we delivered an average of 65% engagement of our adult patients on an annual basis across the top quartile of our clients, ranked by patient engagement. We achieved this by proactively communicating directly with our patients to promote initial and ongoing engagement through data-driven segmentation to create personalized patient outreach journeys. Through health plan benefit design, executive support and advocacy, internal employee communications, and virtual and in-person events, we work with employers to encourage patients to actively engage with their care team.

We Improve Health Outcomes. Based on our internally derived data, we believe that our positive impact to health outcomes is clear, as 81% of patients who responded to our survey say their health has improved after using our services. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "To what degree has Everside Health helped improved your overall health?" Patients may select one of the following options: "Negatively Impacted, No Change, Somewhat Improved, Significantly Improved." In the 12 month period ending March 31, 2021 of the 4,312 responses, 3,513 patients selected "Somewhat Improved" or "Significantly Improved" resulting in a calculation of 81% of respondents indicating that their health has improved after using our services. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services. The impact of primary care is seen in the improved management of chronic conditions. For example, among diabetes patients with hemoglobin A1C greater than 8, we delivered an average reduction of 1.4 points, with 76% of patients experiencing a reduction in A1C.

We Tailor Our Care Solution. We can adapt our staffing and scope of services, labs, procedures and medication requests based on unique client requests and data-driven assessments of opportunities to deliver cost savings. Our center hours vary by site and are dependent on when our patients need care the most; we work with each client to determine the best hours to serve that patient population.

We Integrate Care. Via eConsults, our PCPs can confer in near real-time with thousands of board-certified specialists across 120 medical specialties to determine an appropriate course of action for conditions that are outside the scope of primary care, thus reducing avoidable referral cost by 51%. The care team receives the progress notes and orders when the patient visits external specialists so that the PCP has a comprehensive view of the patient' s care.

We are Technology-Driven

Our technology enhances every aspect of our platform, including: (i) Patient Experience, (ii) Provider Experience, (iii) Population Health Strategy and (iv) Analytics Strategy.

We Provide a Seamless Digital Patient Experience. We built *Everside Everywhere*^{TM}, a digital experience toolset, customized to promote enrollment, engagement and self-management of health

conditions, to provide seamless and uninterrupted access to care. We adopted human-centered design in our patient portal and mobile application to focus on our patients and their needs and delight them with an easy-to-use experience.

We Curate a Full-Service Provider Experience. Our technology aims to simplify provider workflows, maximizing the time spent on delivering proactive patient care. Our patent-pending rules engine in the *Everside 360™* platform utilizes data algorithms to analyze historical and ongoing clinical data to prompt providers on patients' clinical quality care gaps, leading to better clinical outcomes and reduced cost of care spend. Our providers have access to a range of analytical tools to effectively manage their patients, including biometrics, risk stratification, clinical quality measures, or CQM, (based on HEDIS measures), referral and eConsult trends, medication adherence and more.

We Engage in an Advanced Population Health Strategy. We apply a targeted, scientific approach to risk stratification and segmentation of our populations for the purposes of better understanding past, present and future healthcare utilization and spend. Our advantage is our ability to provide this actionable data through near real-time tools, accessible at point-of-care at both the patient and population level. The timely identification and resolution of gaps and care opportunities improves outcomes for our patients.

We Provide Valuable Analytics. We built an innovative, secure and scalable patient-centric data warehouse. We analyze data from a number of sources including EMR, claims data, and eligibility files. We have also launched *Everside Insights*™, a performance metrics dashboard that allows our clients to have real-time insights into the performance of their Everside center.

Our Value Proposition

Our focus on the patient experience engages our patients in their healthcare journey, enabling our providers to practice healthcare in a proactive and longitudinal manner, which in turn yields quality improvements and cost reduction outcomes for our self-funded clients. Our technology platform aims to enable all three legs of the stool: by creating a best-in-class digital patient experience; robust clinical dashboards and targeted, risk-based omnichannel patient outreach; and transparent, real-time performance reporting for our clients.

Value Proposition for Patients

Better Access to Care. We offer comprehensive primary care services through an omnichannel service offering of in-person and virtual health visits. Patients appreciate same day access to care, 24/7 direct access to their care team and our comprehensive service offering that includes laboratory and pharmacy services. We have smaller patient panels (885 versus national average of 2,200), we see our patients more frequently (averaging 3.6 visits per year) and we spend more time with them (averaging 28.1 minutes per visit, which is 67% longer than the national average).

Better Patient Experience. Our leading core value is "Patients First." We provide longitudinal patient care with the same clinician each time a patient has an appointment. Patients are seeking to engage their care teams through a variety of modalities−59% of patients surveyed prefer in person, 22% want a combination of in-person and digital, while 19% want digital only. We have utilized human-centered design to construct *Everside Everywhere™*, a patient-friendly portal and mobile application.

Better Affordability. We are a low-cost, high-touch provider that offers little- or no-cost patient visits. Our patients typically do not have copays or high deductibles when they use our services, thereby eliminating the financial barriers to accessing care. Furthermore, our integrated care model can help patients reduce copays associated with unnecessary specialist referrals. Additionally, our 24/7 access can reduce the out-of-pocket cost for urgent care in appropriate situations.

Better Patient Engagement. Through our technology platform, *Everside 360™*, we provide a customizable patient experience that drives patient engagement. Through strategic alignment with our clients, we delivered an average of 65% engagement of our adult patients on an annual basis across the top quartile of our clients, ranked by patient engagement. Our clinical model engages our High Risk patients an average of 5.0 times per year versus our Low Risk patients an average of 3.3 times per year.

Better Health Outcomes. Our care model yields significant improvements in clinical measures. For example, for patients with high cholesterol levels over 240, we delivered an average reduction of 36.4 points, with 76% of these patients experiencing a reduction.

Better Patient Satisfaction. We are a patient-focused company that is driven to provide a personalized healthcare experience for each of our patients. Of patients that responded to our survey, 97% felt that they received high quality care at one of our in-person or virtual locations and this is supported by our NPS score of 84.

Value Proposition for Providers

Improved Provider Experience. Eighty percent of physicians feel at capacity or overextended, working an average of 51 hours per week and seeing over 20 patients per day on average. Because our model reduces the need for burdensome administrative tasks, which typically represent 22% of a physician' s work time as of 2018, we can promote better work-life balance. We aim to reduce provider burnout, increase provider retention, improve speed to provider recruitment, and drive higher provider satisfaction, to make us the employer of choice for PCPs.

Aligned Incentives with Providers. Our compensation philosophy is to motivate our providers to achieve better health outcomes for their patients. We believe our compensation philosophy is very different from traditional fee-for-service payment models that compensate primarily for patient volume. Providers are paid on a salary model, with a portion of them eligible to earn a performance incentive bonus based on the achievements of certain metrics that align with our goals, such as quality metrics or patient satisfaction. Our providers are not compensated on metrics related to financial performance or volume of services rendered. In addition, our business model is not tied to coding, which alleviates a major source of provider dissatisfaction.

Better Practice Model. Our model enables providers to practice medicine the way it was meant to be. Our providers are given the time, tools and support to deliver whole-person care. Because our physicians manage 60% fewer patients per provider than the average PCP, they can develop personalized care plans for patients, help patients manage medication, and can follow up with patients, leading to better adherence to their plans of care.

Robust Technology That Promotes Quality Care. Our technology platform provides detailed analytics on a provider' s entire patient panel that is fully integrated into a provider' s workflow to promote population health. Our proprietary clinical dashboards dynamically report biometrics, rate of referrals out to specialty care, utilization of emergency departments or urgent care, adherence to medication regimens, and conversion of medications from branded to generics.

Integrated Care Capabilities. Because our providers are given enough time with each patient, we are able to more effectively offer a broader range of primary care services and our providers invest the time to coordinate with specialists peer-to-peer in a consultative approach. We support our providers with a care team to coordinate referrals and follow-ups for required care outside of our capability, allowing the PCP to oversee the patient' s care.

Value Proposition for Our Clients

Proven Return on Investment, or ROI, and Cost Savings. We looked at the performance of 80 clients and 170,000 lives and found that our care model reduced healthcare cost inflation to under 1.5% per year, and generated 17.3% and 31.4% gross savings on average by year 3 and year 5, respectively. We deliver these savings across all segments of spend by keeping cost inflation well below national averages of 6-7% per year.

Driving Clinical Outcomes with Quantifiable Benefits. We utilize our proprietary patent-pending rules engine within the *Everside 360™* platform to identify and outreach to high-risk patients who require proactive or follow-up care. Our *Everside Insights™* Dashboard is a data and analytics reporting tool designed to give clients on-demand, real-time access to comprehensive insights on their patients' engagement, utilization, satisfaction, and health.

Better Client Experience with Tailored Service Offerings. We provide a comprehensive service offering to our clients that begins pre-implementation with claims and data analysis to better understand patient demographics. We utilize our knowledge of the population to offer tailored clinical services with the option to add on ancillary services like behavioral health, occupational health, vaccinations and drug screenings on top of the core primary care offering.

Customized Health Centers to Meet Client's Specific Needs. We are able to open new health centers to meet our client' s specific geographic and clinical needs, often within 4-6 months of engagement. In addition, our center staffing and hours of operation can also be specifically tailored to our client' s needs and our clients are directly involved in the design to create a welcoming environment for their employees.

Positive Impact for Clients and Workforce. In a survey of our patients, 76% of who responded to our survey said their opinion of their employer has improved with access to Everside' s services. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "How has access to Everside Health and the services they offer impacted your opinion of your employer?" Patients may select one of the following options: "Negatively Impacted, No Change, Somewhat Improved, Significantly Improved, Not Applicable." In the 12 month period ending March 31, 2021, of the 3,674 responses (which excludes "Not Applicable" responses), 2,796 patients selected "Somewhat Improved" or "Significantly Improved" resulting in a calculation of 76% of respondents indicating that their opinion of their employer has improved with access to Everside' s services. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services. We also strive to improve productivity, lower absenteeism and deliver better healthcare outcomes through our convenient physical and digital care settings.

Predictable Costs for Our Clients. Our client contracts are all value-based and there is no fee-for-service billing for our provider services. We tailor our payment model for the client' s needs and preferences: management fee, PMPM, or a flat fee that allows a client to pay for all eligible employees and their dependents.

Our Competitive Strengths

We believe that the following are our key competitive strengths.

Unparalleled Access to Primary Care

Our hybrid physical and digital approach uses technology to bridge the digital setting with the physical setting for the purpose of providing a unique, interactive experience for the user. Some care requires an in-person touch; a diabetic

foot exam, for example, cannot be done virtually. In addition to our digital platform, our ability to provide in-person care when the patient desires or when it is medically necessary is what enables us to drive down the total cost of care.

Driving Exceptional Patient Engagement

Through our technology platform, *Everside 360™*, we provide a customizable patient experience that drives patient engagement. We created targeted patient outreach journeys where we can connect to our patient in various modalities, and track performance.

Proven Client Return on Investment, or ROI

We have a demonstrated ability to provide our clients with net savings in healthcare costs that significantly exceeds the program costs through the implementation of our clinical model. In our own internal study of 80 clients and approximately 170,000 lives, we found that the gross savings by year 3 was on average 17.3%. According to a recent KFF study, 96% of employers believe healthcare costs are excessive and 87% believe healthcare costs will become unsustainable within the next five years. We are often one of the last services to be reduced even during difficult financial times. This was made evident during COVID-19 when our net revenue retention rate held steady at 95%.

Direct to Employer Model

Our three legacy organizations, Paladina, Activate and Healthstat, have over 40 years of combined experience in the direct to employer market. We employ a dedicated sales force to sell directly to employers, including a centralized Request for Proposal, or RFP, team that responds to employers looking for creative solutions. We cultivate channel partnerships with our broker networks so that our solution can be part of an employer' s benefit design.

Leadership in Labor Union and Taft-Hartley Market

We believe that we are well positioned to continue our growth within the labor union market, where our Activate brand has a broad presence across 10 states with a dedicated sales team. We currently serve 65,000 members of Taft-Hartley plans, which we estimate serve approximately 10 million participants in the United States. We established a union division advisory board so that we can have a deep understanding of the unique needs of these clients.

Ability to Acquire and Integrate Businesses

We have demonstrated a successful track record of acquiring and integrating companies that align with our mission and values. We completed two sizable acquisitions, Activate in 2018 and Healthstat in 2020, and achieved operational integration and synergy efficiencies at a rapid pace, with both deals having closed in the last 3 years. Our management team has deep experience with executing a targeted M&A strategy. This strategy allows us to scale inorganically while still driving organic growth in our core business.

Efficiency of Capital Investment Driving Highly Scalable Model

We have significant efficiency of capital investment that drives our highly scalable model. We see this in several ways:

(i) We can typically open new centers in 4-6 months for approximately $150,000 to $500,000. With our contracted lives starting immediately, we can achieve profitability within the first year, which creates a significant competitive advantage.

(ii) Telehealth also acts as an organic growth multiplier for our business, because it allows for greater patient access without the need for a physical location and commensurate spend. In addition, our scalable cloud-based architecture and hybrid approach, where we partner with companies we believe to be leading software companies rather than build our own, is a very efficient cost structure.

Comprehensive Service Offering Across Leading National Footprint

We provide comprehensive solutions to our clients at a national scale, including primary care, occupational health, behavioral health, onsite laboratory and medication dispensing benefits. We provide care across a broad physical footprint of more than 343 health centers in 33 states and over 140 U.S. markets. While we continue to demonstrate steady organic growth, we are now well positioned to serve larger regional and national employers and health plans with our geographic and virtual footprint.

Robust Technology Platform

Our technology platform, *Everside 360™*, is built on a hybrid operating model, where we partner with what we believe are best-in-class organizations to license their sophisticated technologies and integrate our systems on top of those technologies to provide a seamless product to our clients. To enhance the patient experience, we have developed *Everside Everywhere™*, a customizable patient portal and mobile application to service the needs of our patients based on a combination of our own software and applications licensed from third parties. We utilize our proprietary rules engine and claims data set to identify and reach out to high-risk patients who require proactive or follow-up care. In addition, our *Everside Insights™* Dashboard is a data and analytics reporting tool designed to give clients real time access to our results.

Demonstrated Improvements in Patient Health Outcomes

For patients who select us as their PCP, we exceeded the 90th percentile thresholds for multiple important HEDIS screening measures such as diabetic blood pressure control and hypertension control. Among diabetes patients with hemoglobin A1C greater than 8, we delivered an average reduction of 1.4 points with 76% of patients experiencing a reduction in A1C. Similarly, for patients with high cholesterol levels over 240, we delivered an average reduction of 36.4 points with 76% of these patients experiencing a reduction.

Strong Recurring Revenue and Client Retention

Our business model produces predictable, recurring revenue with typical contract terms of 2-5 years. As a result of these longer duration contracts, a large percentage of our revenue is recurring revenue, representing over 95% of our total revenue as of December 31, 2020. This is a marked differentiator from our FFS competitors whose revenue is more volatile, directly fluctuating seasonally with the volume of services provided. In addition, as of December 31, 2020, we had net revenue retention rate of 95%.

Highly Experienced, Mission-driven Management Team

Our knowledgeable management team has extensive experience working with leading self-funded clients, labor unions, health systems, health plans, and other Fortune 500 companies. Our leadership team embodies our core mission and vision, to enable patients in our care to live their healthiest lives while building the most trusted, accessible and personalized healthcare experience alongside our patients and clients.

Our Proven Formula to Scale

We have created a repeatable, data-driven playbook to increase patients' healthcare access and expand the Everside brand and presence across the United States. The fundamental aspects of our playbook include:

Executing on Multiple Go-To-Market Strategies. We pursue four go-to-market strategies in parallel: (i) we employ a national sales force to sell to employers, (ii) we contract with broker partners, (iii) we partner with health plans to serve their fully insured or self-funded accounts and (iv) we affiliate with health systems to enter new markets.

Strategic Market Entry. Since we do not rely on market density for our volume, we are typically able to open a single near-site location to establish our footprint within a local market. Once we have established our local market presence, we utilize our hub and spoke expansion model, adding new smaller spoke clients into our existing hub center to increase our membership and lower our individual patient acquisition cost.

Actuarial Analytics on Total Cost of Claims Savings. We partner with clients and provide reports demonstrating our strong projected ROI when implementing our clinical model using externally validated actuarial methodology. Then, on an annual basis, we report back to clients on actual claims savings against this forecast.

Capital Efficient Growth. A typical new center costs approximately $150,000 to $500,000 to open. Our centers can be funded by Everside or funded by the client. In addition, because of the low startup costs and predictable volume from existing employees, we are typically profitable at a new center within the first year.

Efficient Patient Acquisition. We drive patient engagement through email, social media, phone, and our digital platform. We are also able to maximize utilization of existing shared centers to drive lower unit costs at these locations.

Building the Best Teams. The Everside approach to recruiting and talent development allows us to attract high-caliber providers and market leaders to support the growth and scale of our business. The core tenets of our hiring process include: (i) clinical culture, (ii) diversity, inclusion and belonging, (iii) social impact, and (iv) listening and transparent leadership.

Value-Based Contracts. Our client contracts are all value-based and we collect fixed, recurring revenue for our provider services, with little or no fee-for-service revenue. Our contracts typically have 2-5 year terms, translating to highly predictable, recurring revenues. We do not take full actuarial risk on any contract, which also contributes to the predictable nature of our revenue stream.

Our Growth Strategies

We plan to continue to pursue our growth strategies at scale in several ways:

expand market presence with new health centers;

increase clients on our platform;

expand capabilities and services;

increase valuable partnerships with health plans and hospital systems;

pursue strategic acquisitions in existing and new service lines;

pursue adjacent market opportunities; and

capture economics of cost savings through risk-sharing payment models.

Recent Unaudited Operating Results

Set forth below are certain preliminary estimates of our operating results for the three months ended June 30, 2021 compared to our actual operating results for the three months ended June 30, 2020. We have not yet finalized our operating results for the three months ended June 30, 2021, and our consolidated statements of operations and related notes as of and for the three months ended June 30, 2021 are not expected to be available until after this offering is completed. Consequently, our final operating results for the three months ended June 30, 2021 will not be available to you prior to investing in this offering. While we are currently unaware of any items that would require us to make adjustments to the financial information set forth below, it is possible that we or our independent registered public accounting firm may identify such items as we complete our interim financial statements, and any resulting changes could be material. Accordingly, undue reliance should not be placed on these preliminary estimates. These preliminary estimates are not necessarily indicative of any future period and should be read together with "Risk Factors," "Special Note Regarding Forward-Looking Statements" and our consolidated financial statements and related notes included in this registration statement.

The preliminary financial data included below has been prepared by, and is the responsibility of, our management. Our independent auditors have not audited, reviewed, compiled or performed any procedures with respect to such preliminary financial data or the accounting treatment thereof. Accordingly, our independent auditors express no opinion or any other form of assurance with respect thereto.

We are providing the following preliminary estimates of our operating results as of and for the three months ended June 30, 2021 (financial information in thousands):

	As of and For the Three Months Ended June 30,		
	2020	2021	
		Low	High
Financial Results			
Total revenues	$ 23,707		
Cost of care	$ 14,310		
Net loss attributable to Everside Health	($531)		
Key Metrics			
Patients	194,594		
Care Margin	$ 9,397		
Adjusted EBITDA	$ 389		

Comparison of the Three Months Ended June 30, 2021 and 2020

The estimated increase in total revenues of % to % is primarily attributable to the acquisition of Healthstat and significant growth in new business, resulting in an estimated increase in total patients of % to %. Excluding the Acquisition, the estimated increase in total revenues is % to %.

The estimated cost of care increased during the period by a range of % to % compared to the three months ended June 30, 2020. The increase in cost of care is due to the acquisition of Healthstat and the costs associated with the growth in new business, which was primarily driven due to an increase in total patients. Excluding the Acquisition, the estimated increase in cost of care is % to %.

The estimated net loss attributable to Everside Health increased during the period by a range of $ to $ from the three months ended June 30, 2020, primarily due to higher operating expenses for the period compared to the three months ended June 30, 2020, offset by higher care margin due to the acquisition of

Healthstat and significant growth in new business. The increase in total operating expenses was primarily due to costs related to the Acquisition and higher professional fees as we continued to support our growth and prepared to become a public company.

Key Metrics:

Patients

We have defined a single cross-cutting patient metric to capture the aggregate number of individual lives that we are contractually paid to service. Our client contracts define our total number of patients and can be structured in one of three ways:

In PMPM or transparent pricing contract structures, the number of patients is based on all eligible patients. Eligibility is defined in the contract, and can include employees and dependents, or have geographic limitations. The number of patients under these contracts fluctuates based on client staffing. For example, if the client is hiring new employees, the eligible number increases, and if the client experiences reductions in staff, the eligible number decreases.

In a flat fee contract structure, there is a fixed number of patients per contract. Some clients may only pay for a subset of eligible patients. For example, a client may have 20,000 eligible patients who could potentially use our service, but the client may only pay for a fixed subset of 5,000 patients. A fixed number of patients does not fluctuate under these contracts unless there is an amendment to the contract.

In an opt-in contract structure, the number of patients is based on all enrolled patients. Some clients only pay for patients who choose to enroll directly with us. The number of patients under these contracts fluctuates based on enrollment. These fluctuations, like patient count based on eligibility, are based on how the client is staffing and individual client preferences. Unlike the other types of contracts, marketing of our services can directly impact enrolled patients under opt-in contracts.

Our number of patients are measured as of the reporting date.

Non-GAAP Financial Measures

We utilize certain financial measures that are not calculated based on GAAP. We believe that non-GAAP financial measures provide an additional way of viewing aspects of our operations that, when viewed with the GAAP results, provide a more complete understanding of our results of operations and the factors and trends affecting our business. These non-GAAP financial measures are also used by our management to evaluate financial results and to plan and forecast future periods. However, non-GAAP financial measures should be considered as a supplement to, and not as a substitute for, or superior to, the corresponding measures calculated in accordance with GAAP. Non-GAAP financial measures used by us may differ from the non-GAAP measures used by other companies, including our competitors.

Care Margin

We define care margin as loss from operations excluding depreciation and amortization and selling, general and administrative expenses. We consider care margin to be an important measure to monitor our performance, specific to the direct costs of delivering care. We believe this margin is useful to measure whether we are controlling our direct expenses included in the provision of care sufficiently and whether we are effectively pricing our services.

The following table provides a reconciliation of loss from operations, the most closely comparable GAAP financial measure, to care margin (in thousands):

	For the Three Months Ended June 30,	
	2020	2021
Operating loss	$ (1,069)	
Depreciation and amortization	1,458	
Selling, general, and administrative expenses	9,008	
Care margin	$ 9,397	

Adjusted EBITDA

We define Adjusted EBITDA as net loss excluding depreciation and amortization, acquisition-related expenses, interest income, interest expense, income taxes and fair value changes related to contingent consideration. In the future, adjustments may also include certain items such as expenses related to this offering and share- based compensation. We include Adjusted EBITDA in this prospectus because it is an important measure upon which our management assesses, and believes investors should assess, our operating performance. Adjusted EBITDA also helps illustrate underlying trends in our business and provides a consistent basis to evaluate our historical operating performance basis.

Our definition of Adjusted EBITDA may differ from the definition used by other companies. Therefore, comparability may be limited. In addition, other companies may not publish this or similar metrics.

The following table provides a reconciliation of consolidated net loss, the most closely comparable GAAP financial measure, to Adjusted EBITDA (in thousands):

	For the Three Months Ended June 30,	
	2020	2021
Consolidated net loss	$ (570)	
Depreciation and amortization	1,458	
Interest expense, net of interest income	91	
Benefit from income taxes	(590)	
Acquisition-related expense	–	
Fair value changes related to contingent consideration	–	
Adjusted EBITDA	$ 389	

Risk Factors Summary

Our business is subject to numerous risks and uncertainties, including those highlighted in the section titled “Risk Factors.” These risks include, but are not limited to, the following:

Our recent growth rates may not be sustainable or indicative of future growth, and we expect our growth rate to slow;

If we fail to offer high-quality patient and client support in our business, our reputation and our ability to maintain or expand our patient population or attract clients could suffer, which could adversely affect our results of operations;

We compete for physicians and other healthcare personnel, and shortages of qualified personnel or other factors could increase our labor costs and adversely affect our business, financial condition and results of operations;

Global economic conditions and economic uncertainty or downturns, as it impacts various industries including those of our clients, could materially and adversely affect our business, financial condition and results of operations;

We have a history of net losses, we anticipate increasing expenses in the future and we may not be able to achieve or maintain profitability;

We have a limited operating history, which makes it difficult to predict our future operating results, and we may not achieve our expected operating results in the future;

Our growth strategy may not prove viable and we may not realize expected results;

If we are unable to retain existing clients and attract new clients, our business and results of operations may be adversely affected;

Failure to appropriately set client contract rates or effectively manage our costs could negatively affect our profitability, results of operations and cash flows;

If our cost savings estimates are not accurate, we will fail to deliver a return on investment to our clients and our client retention may be negatively impacted;

We may be unsuccessful in identifying and acquiring suitable acquisition candidates or integrating acquired companies, which could impede our growth and ability to remain competitive;

Laws regulating the corporate practice of medicine could restrict the manner in which we are permitted to conduct our business, and the failure to comply with such laws could subject us to penalties or require a restructuring of our business;

Our use and disclosure of other types of personal data, personal information or personally identifiable information, Sensitive Health Information, including such information that may be protected by various laws and regulations, referred to collectively as PII, and sensitive data, including protected health information, or PHI, is subject to federal and state privacy and security regulations, and our failure to comply with those regulations or to adequately secure the information we hold could result in significant liability or reputational harm and, in turn, a material adverse effect on our client base and revenue;

If we fail to comply with certain healthcare laws, including fraud and abuse laws, we could face substantial penalties and our business, results of operations and financial condition could be adversely affected;

We have identified a material weakness in our internal control over financial reporting; and

Failure to comply with requirements to design, implement and maintain effective internal controls could have a material adverse effect on our business and stock price.

If we are unable to adequately address these and other risks we face, our business, results of operations, financial condition and prospects may be harmed.

Corporate Information

We were incorporated in 2018 in Delaware under the name NEAPH Acquisitionco, Inc. and changed our name to Everside Health Group, Inc in 2021. Our principal executive offices are located at 1400 Wewatta Street, Suite 350, Denver, Colorado 80202 and our telephone number at that address is 303-566-7161. Our website address is www.eversidehealth.com. Information contained on, or that can be accessed through, our website does not constitute part of this prospectus, and inclusions of our website address in this prospectus are inactive textual references only.

Trademarks

This prospectus contains references to our trademarks (including service marks) and to those belonging to other entities. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

Our primary trademarks include "Everside", "Everside Health", "Activate by Everside", "Paladina Health", "Healthstat", and "Activate Healthcare", all of which are registered, or are the subject of pending applications for registration, in the United States with the U.S. Patent and Trademark Office. In addition, we intend to use the marks "Everside Everywhere", "Everside 360" and "Everside Insights", and have current pending applications for such marks in the United States. Other trademarks and trade names referred to in this prospectus are the property of their respective owners.

Corporate Reorganization

We currently operate as a Delaware corporation under the name Everside Health Group, Inc. Everside Health Group, Inc. directly or indirectly holds all of the equity interests in our operating subsidiaries, and is wholly-owned by Everside Health Holdings, LLC. Immediately prior to the consummation of this offering, the equity of Everside Health Group, Inc. held by Everside Health Holdings, LLC will be distributed to the members of Everside Health Holdings, LLC, which we expect will then dissolve. In this prospectus, we refer to all of the foregoing transactions as the "Corporate Reorganization." Following the Corporate Reorganization, we will remain a holding company and will continue to conduct our business through our operating subsidiaries. For more information, see "Corporate Reorganization."

Implications of Being an Emerging Growth Company

The Jumpstart Our Business Startups Act, or the JOBS Act, was enacted in April 2012 with the intention of encouraging capital formation in the United States and reducing the regulatory burden on newly public companies that qualify as "emerging growth companies." We are an emerging growth company within the meaning of the JOBS Act. As an emerging growth company, we may take advantage of certain exemptions from various public reporting requirements, including not being required to have our internal control over financial reporting be audited by our independent registered public accounting firm pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, certain reduced disclosure requirements related to the disclosure of executive compensation in this prospectus and in our periodic reports and proxy statements and exemptions from the requirement that we hold a nonbinding advisory vote on executive compensation and any golden parachute payments. We may take advantage of these exemptions until we are no longer an emerging growth company.

In addition, under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use this extended transition period until we are no longer an emerging growth company or until we affirmatively and irrevocably opt out of the extended transition period. Accordingly, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

We will remain an emerging growth company until the earliest to occur of (i) the last day of the fiscal year in which we have more than $1.07 billion in annual revenue; (ii) the date we qualify as a "large accelerated filer," with at least $700 million of equity securities held by non-affiliates; (iii) the date on which we have issued, in any three-year period, more than $1.0 billion in non-convertible debt securities; and (iv) the last day of the fiscal year ending after the fifth anniversary of the completion of this offering.

For certain risks related to our status as an emerging growth company, see the section titled "Risk Factors−Risks Related to Our Business−*We are an emerging growth company and our compliance with the reduced reporting and disclosure requirements applicable to emerging growth companies could make our common stock less attractive to investors*."

THE OFFERING

Common stock offered by us	shares.
Option to purchase additional shares from us	We have granted the underwriters an option, exercisable for 30 days after the date of this prospectus, to purchase up to additional shares of common stock from us.
Common stock to be outstanding after this offering	shares (shares if the underwriters' option to purchase additional shares is exercised in full).
Use of proceeds	We estimate that the net proceeds from the sale of shares of our common stock in this offering will be approximately $ million (or approximately $ million if the underwriters' option to purchase additional shares is exercised in full), assuming an initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus), after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering for general corporate purposes, including working capital, operating expenses and capital expenditures, along with the paydown of all of the outstanding borrowings under our credit facility. See the section titled "Use of Proceeds" for additional information.
Risk factors	See the section titled "Risk Factors" and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in our common stock.
Proposed New York Stock Exchange symbol	"EVSD"
Directed Share Program	The underwriters have reserved up to % of the shares of common stock being offered by this prospectus (excluding the shares of common stock that may be issued upon the underwriters' exercise of their option to purchase additional common stock) for sale to our directors, officers, employees, business associates and related persons. The number of shares of common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. See "Underwriting–Directed Share Program."

The number of shares of our common stock to be outstanding after this offering is based on shares of common stock outstanding as of 2021, and excludes (except as otherwise expressly set forth herein):

the issuance by us of shares of our common stock to NEA Management LLC, or NEA, in connection with the consummation of this offering and pursuant to the Management Consulting Agreement with NEA Management Company LLC, as payment of a fee equal to 2% of our total implied equity value of all of our outstanding shares of common stock as of immediately prior to the consummation of this offering, payable to NEA Management Company LLC in shares of our common stock pursuant to the Management Consulting Agreement. See the section titled "Certain Relationships and Related Party Transactions−NEA/Paladina Acquisition";

shares of our common stock that will become available for future issuance under our 2021 Stock Option and Incentive Plan, or 2021 Plan, which will become effective in connection with the completion of this offering, which number of shares does not include an aggregate of shares of our restricted common stock to be issued in respect of unvested value units in connection with the Corporate Reorganization, as further described below; and

shares of our common stock that will become available for future issuance under our 2021 Employee Stock Purchase Plan, or 2021 Employee Plan, which will become effective in connection with the completion of this offering.

Our 2021 Plan and 2021 Employee Plan each provides for annual automatic increases in the number of shares of our common stock reserved thereunder, and our 2021 Plan also provides for increases to the number of shares of common stock that may be granted thereunder based on shares underlying any awards under our 2021 Plan that expire, are forfeited or are otherwise terminated, as more fully described in the section titled "Executive Compensation−Additional Narrative Disclosure."

Except as otherwise indicated, all information contained in this prospectus assumes or gives effect to:

a -for- forward stock split with respect to our shares of common stock, effected on , 2021;

the filing of our amended and restated certificate of incorporation and the effectiveness of our amended and restated bylaws, each of which will occur immediately prior to the consummation of this offering;

the completion of the transactions described in the section titled "Corporate Reorganization", including:

- shares of our common stock that are distributed to certain current or former members of management in respect of Value A Units of Everside Health Holdings, LLC that were issued, outstanding and vested as of , 2021, and shares of our restricted common stock that are distributed to certain current or former members of management in respect of Value A Units of Everside Health Holdings, LLC that were issued, outstanding and unvested as of , 2021;
- shares of our common stock that are distributed to certain current or former members of management in respect of Value B Units of Everside Health Holdings, LLC that were issued, outstanding and vested as of , 2021, and shares of our restricted common stock that are distributed to certain current or former members of management in respect of Value B Units of Everside Health Holdings, LLC that were issued, outstanding and unvested as of , 2021;
- shares of our common stock that are distributed to certain current or former members of management in respect of Value C Units of Everside Health Holdings, LLC that were issued, outstanding and vested as of , 2021, and shares of our restricted

common stock that are distributed to certain current or former members of management in respect of Value C Units of Everside Health Holdings, LLC that were issued, outstanding and unvested as of , 2021;

- shares of our common stock that are distributed to certain current or former members of management in respect of Value D Units of Everside Health Holdings, LLC that were issued, outstanding and vested as of , 2021, and shares of our restricted common stock that are distributed to certain current or former members of management in respect of Value D Units of Everside Health Holdings, LLC that were issued, outstanding and unvested as of , 2021;
- shares of our common stock issued in the Corporate Reorganization in respect of Common Units of Everside Health Holdings, LLC that were issued and outstanding as of , 2021; and

no exercise by the underwriters of their option to purchase up to an additional shares of our common stock from us.

Following this offering and after giving effect to the Corporate Reorganization, there would be shares of our common stock outstanding.

SUMMARY CONSOLIDATED FINANCIAL AND OTHER DATA

The following tables summarize our consolidated financial data and other data. We derived the summary consolidated statements of operations and statements of cash flow data for the three months ended March 31, 2021 and March 31, 2020, as well as the consolidated balance sheet data as of March 31, 2021 from our unaudited condensed consolidated financial statements. We derived the summary consolidated statements of operations and statements of cash flow data for the years ended December 31, 2020 and December 31, 2019, as well as the consolidated balance sheet data as of December 31, 2020 and December 31, 2019 from our audited consolidated financial statements. Both sets of financial statements are included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future. Our unaudited condensed consolidated financial statements were prepared on the same basis as our audited consolidated financial statements. The following summary consolidated financial data and other data should be read in conjunction with the section titled "Management' s Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

Everside Health
Consolidated Statements of Operations
(Amounts in Thousands, Except Share and Per Share Data)

	For the Three Months Ended March 31,		For the Years Ended December 31,	
	2021	2020	2020	2019
Revenue	$45,417	$23,028	$113,375	$80,898
Operating expenses:				
Cost of care	29,887	15,247	69,197	55,472
Selling, general, and administrative expenses	19,292	9,707	42,786	38,103
Depreciation and amortization	2,868	1,485	6,386	6,234
Total operating expenses	52,047	26,439	118,369	99,809
Operating loss	(6,630)	(3,411)	(4,994)	(18,911)
Nonoperating income (expense):				
Interest income	7	10	37	32
Interest expense	(23)	(88)	(253)	(164)
Total nonoperating expense	(16)	(78)	(216)	(132)
Consolidated net loss before taxes	(6,646)	(3,489)	(5,210)	(19,043)
Provision for (benefit from) income taxes	98	592	(2,170)	604
Consolidated net loss	(6,744)	(4,081)	(3,040)	(19,647)
Less: Net loss attributable to noncontrolling interest	(34)	(34)	(139)	(60)
Net loss attributable to Everside Health	**$(6,710)**	**$(4,047)**	**$(2,901)**	**$(19,587)**
Net loss attributable to Everside Health, per share:				
Basic and diluted	$(22,979)	$(19,180)	$(12,951)	$(92,829)
Weighted-average common units:				
Basic and diluted	292	211	224	211

	As of March 31, 2021	Pro Forma as of March 31, 2021 (1)(2)	As of December 31, 2020	As of December 31, 2019
			(in thousands)	
Balance Sheet Data (at period end):				
Cash, cash equivalents, and restricted cash	$ 15,093	$	$ 18,377	$ 17,402
Other current assets	27,744		30,723	9,855
Total assets	327,055		335,203	200,831
Total current liabilities	62,901		65,182	23,004
Total liabilities	72,396		73,800	34,088
Accumulated deficit	(40,242)		(33,532)	(30,631)
Total stockholder' s equity	254,659		261,403	166,743

1) Reflects (i) the completion of the Corporate Reorganization prior to the completion of this offering, (ii) the filing and effectiveness of our amended and restated certificate of incorporation, which will occur immediately prior to the closing of this offering, and (iii) the sale and issuance by us of shares of our common stock in this offering, assuming an initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus), after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, and the application of the net proceeds from this offering as set forth under the section titled "Use of Proceeds."

2) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus) would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase (decrease) of 1.0 million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	For the Three Months Ended March 31,		For the Years Ended December 31,	
	2021	2020	2020	2019
			(in thousands)	
Statements of Cash Flows Data:				
Net cash used in operating activities	$(2,398)	$(629)	$(982)	$(7,273)
Net cash used in investing activities	$(886)	$(79)	$(68,521)	$(4,469)
Net cash provided by financing activities	$–	$5,216	$70,478	$6,607

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this prospectus, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes, before making a decision to invest in our common stock. The risks and uncertainties described below may not be the only ones we face. If any of the risks actually occur, our business, operating results, financial condition and prospects could be materially and adversely affected. In that event, the market price of our common stock could decline, and you could lose all or part of your investment.

Risks Related to Our Business

Our recent growth rates may not be sustainable or indicative of future growth, and we expect our growth rate to slow.

While we have experienced significant revenue growth in prior periods, we expect it is not indicative of our future revenue growth. We expect our longer-term revenue growth rate will decline. In our fiscal year ended December 31, 2020, our revenue grew by 40% as compared to revenues from the prior fiscal year. Our historical rate of growth may not be sustainable or indicative of our future rate of growth. We believe that our continued growth in revenue, as well as our ability to improve or maintain margins and profitability, will depend upon, among other factors, our ability to address the challenges, risks and difficulties described elsewhere in this "Risk Factors" section and the extent to which our various offerings grow and contribute to our results of operations. We cannot provide assurance that we will be able to successfully manage any such challenges or risks to our future growth. In addition, our client base may not continue to grow or may decline due to a variety of possible risks, including increased competition, changes in the regulatory landscape and the maturation of our business. Any of these factors could cause our revenue growth to decline and may adversely affect our margins and profitability. Failure to continue our revenue growth or improve margins would have a material adverse effect on our business, financial condition and results of operations. You should not rely on our historical rate of revenue growth as an indication of our future performance.

If we fail to offer high-quality patient and client support in our business, our reputation and our ability to maintain or expand our patient population or attract clients could suffer, which could adversely affect our business, financial condition and results of operations.

Providing high-quality, personalized, operational support and service to our patients and clients is an important part of our business. In particular, our ability to attract and retain clients is partially dependent upon providing differentiated patient care experiences as well as providing high quality care and delivering total cost of care savings. Certain operations are supported by third-party vendors. If we or our vendors fail to provide service that meets our patients' and clients' expectations, we may have difficulty retaining or growing our clients, which could adversely affect our business, financial condition and results of operations.

Furthermore, failure to deliver high quality patient support could negatively impact patient engagement. If patient engagement were to be reduced, such decrease may also result in non-renewals of our contracts with clients due to low patient activation and interest. For example, even if we maintain a contract with a client to establish a health center, employees of that client may not sign up as patients due to lack of awareness, inadequate marketing penetration due to information overflow at that client or otherwise, or perceived inadequacy of our solutions or services. Our clients may also prohibit us from engaging in direct outreach with clients as potential patients, or we may be unsuccessful in spreading brand awareness among such employees, which would decrease growth in the number of patients that use our health centers.

We expect the importance of a high-quality operational support experience to our patients and clients will increase as we expand our business, grow markets, add new products and pursue new clients and care providers.

Any failure to maintain high-quality patient and client support, or a market perception that we do not maintain high-quality patient or client support, could harm our reputation and our ability to grow the number of clients and increase patient engagement. Additionally, as the number of patients and care providers using our platform grows, we will need to hire additional support personnel to provide efficient platform support at scale. If we are unable to provide such support, our business, results of operations, financial condition and reputation could be harmed.

We compete for physicians and other healthcare personnel, and shortages of qualified personnel or other factors could increase our labor costs and adversely affect our business, financial condition and results of operations.

Our strategy requires that we successfully contract with our PCPs and other care providers to ensure access to quality healthcare services for our patients, to manage medical care costs and utilization and to better monitor and ensure the quality of care being delivered.

Our operations are dependent on the efforts, abilities and experience of employed and contracted physicians, nurse practitioners, physician assistants, registered nurses and other medical professionals. We compete with other healthcare providers, hospitals, clinics, networks and other facilities in attracting physicians, nurses and medical staff to support our business. Recruiting and retaining qualified providers, as well as management and support personnel, responsible for the daily operations of our business is vital to the continued growth and success of our business and our profitability. We cannot guarantee that we will be able to continue to attract and retain the right PCPs to provide high quality care to our patients through our model of care. In some markets in which we operate, the lack of availability of clinical personnel, such as nurses and mental health professionals, has become a significant operating issue facing our business and all healthcare providers. As a result of this competition, we may need to continue to enhance wages and benefits to recruit and retain qualified personnel or to contract for more expensive temporary personnel. We may not be able to attract new physicians and clinical personnel to replace the services of terminating personnel or to service our growing clientele.

We may not be able to raise rates or to grow our business to offset increased labor costs. Because a significant percentage of our revenue consists of fixed, prospective payments, our ability to pass along increased labor costs is limited under certain contract types.

We have employment contracts with physicians and other health professionals and anticipate growing into other geographies. Some of these contracts include provisions preventing these physicians and other health professionals from owning an interest in competitive facilities or competing with us both during and after the term of our contract with them. Some states in which we operate may refuse to enforce non-compete agreements and restrictive covenants applicable to physicians and other healthcare professionals. There can be no assurance that our non-compete agreements related to physicians and other health professionals will be found enforceable if challenged in certain states. In such event, we would be unable to prevent physicians and other health professionals formerly employed by us from competing with us, potentially resulting in the loss of some of our patients and other health professionals.

Global economic conditions and economic uncertainty or downturns, as it impacts various industries including those of our clients, could materially and adversely affect our business, financial condition and results of operations.

In recent years, our business has been and may continue to be affected by various factors and events that are beyond our control. The United States has experienced economic downturns and market volatility, and domestic and worldwide economic conditions remain uncertain. It may be extremely difficult for us, our providers and our other key constituents to accurately plan future business activities and execute on our business objectives as a result of economic uncertainty and other macroeconomic factors. In addition, global economic conditions and economic uncertainty may cause our clients to cease partnering with our business, which could ultimately harm our business.

Our clients consist primarily of midsized employers, including manufacturers, unions and municipalities, and any adverse impact on our clients can impact our business. Further, a recession or prolonged economic contraction could also harm the business and results of operations of our clients, resulting in potential business closures and layoffs of employees. The occurrence of any such events may lead to cutbacks in employer benefits programs and reduced size of workforces, which could reduce our client revenue and in-clinic and onsite clinic utilization and harm our business, financial condition and results of operations. Increasing rates of unemployment, including union membership decline, may also result in loss of patients, and economic recessions or slowdowns can result in our clients terminating their contract arrangements with us for budgetary reasons.

In addition, our business relies on third parties, and we are susceptible to risks related to the potential financial instability of such third parties, including medical supply availability and vendors that provide services to us or to whom we delegate certain functions. If these third-party vendors cease to do business as a result of broader economic conditions or if they become unable to provide us with the level of service we expect, we may not be able to find an alternative service provider in a timely manner, or on acceptable financial terms, which could impact our ability to meet the expectations and needs of our clients.

We cannot predict the timing, severity or duration of any economic slowdown or the strength or speed of any subsequent recovery generally, or any industry in particular. If the conditions in the general economy and the markets in which we operate worsen from present levels, our business, financial condition and results of operations could be materially adversely affected.

We have a history of net losses, we anticipate increasing expenses in the future and we may not be able to achieve or maintain profitability.

We have incurred net losses on an annual basis since our inception. We incurred net losses of $6.7 million and $4.1 million for the three months ended March 31, 2021 and 2020, respectively, and $3.0 million and $19.6 million for the years ended December 31, 2020 and 2019, respectively. Although new centers are typically profitable within the first year, that center-level profitability is distinguishable from the overall profitability of the consolidated company, and we expect our aggregate costs will increase substantially in the foreseeable future and our losses will continue as we expect to invest heavily in increasing our health centers, expanding our operations and hiring additional PCPs and staff to operate as a public company. These efforts may prove more expensive than we currently anticipate, and we may not succeed in increasing our revenue sufficiently to offset these higher expenses. To date, we have financed our operations principally from the sale of our equity, revenue from our contracts with our clients and the incurrence of indebtedness. Our net cash flow from operations was negative for the years ended December 31, 2019 and 2020. We may not generate positive cash flow from operations or profitability in any given period, and our limited operating history may make it difficult for you to evaluate our current business and our future prospects.

We have encountered and will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly changing industries, including increasing expenses as we continue to grow our business. We expect our operating expenses to increase significantly over the next several years as we continue to hire additional personnel, expand our operations and infrastructure and continue to expand to reach more clients. In addition to the expected costs to grow our business, we also expect to incur additional legal, accounting and other expenses as a newly public company. These investments may be more costly than we expect, and if we do not achieve the benefits anticipated from these investments, or if the realization of these benefits is delayed, they may not result in increased revenue or growth in our business. If our growth rate were to decline significantly or become negative, it could adversely affect our business, financial condition and results of operations. If we are not able to achieve or maintain positive cash flow in the long term, we may require additional financing, which may not be available on favorable terms or at all and/or which would be dilutive to our shareholders. If we are unable to successfully address these risks and challenges as we encounter them, our business, financial condition and results of operations would be adversely affected. Our failure to achieve or maintain profitability could negatively impact the value of our common stock.

We have a limited operating history, which makes it difficult to predict our future operating results, and we may not achieve our expected operating results in the future.

As a result of our limited operating history, our ability to forecast our future operating results, including revenues, cash flows and profitability, is limited and subject to a number of uncertainties. We have encountered and will encounter risks and challenges frequently experienced by growing companies with competitive offerings, such as the risks and uncertainties described in this prospectus. In addition, our business is affected by general economic and business conditions around the world, including the impact of COVID-19 or any other similar pandemic or epidemic. If our assumptions regarding these risks and uncertainties are incorrect or change due to changes in our markets, or if we do not address these risks successfully, our operating and financial results may differ materially from our expectations and our business may suffer. These risks and challenges include our ability to:

attract new clients to our product and service offerings;

increase revenue from the services we provide and expand our service offerings;

retain our existing clients;

retain and recruit PCPs;

expand to new geographies;

successfully compete with other companies that are currently in, or may in the future enter, the primary care market;

deliver a return on investment to our clients;

maintain and improve the infrastructure underlying our technology platform, including with respect to data protection and cybersecurity;

successfully expand our technology platform and services, develop and update our features, offerings and services to benefit our current patients' and providers' healthcare experience as well as handle increased patient and provider usage;

process, store and use personal data in compliance with governmental regulation and other legal obligations related to privacy;

responsibly use the data that our patients share with us;

comply with existing and new laws and regulations applicable to our business and in our industry;

comply with new and evolving laws and regulations as a result of major political shifts in our industry;

process, store and use personal data in compliance with governmental regulation and other legal obligations related to privacy;

maintain and enhance the value of our reputation and brand;

effectively manage our growth;

hire, integrate and retain talented people at all levels of our organization; and

integrate acquired businesses and personnel.

Our growth strategy may not prove viable and we may not realize expected results.

Our business strategy is to grow rapidly by expanding our client and patient base and is significantly dependent on adding new clients and expanding our service offerings, engaging patients, and recruiting providers to provide primary care services. We seek growth opportunities both organically through alliances with brokers, health systems, or payers, and inorganically through business acquisitions. Our ability to grow organically

depends upon a number of factors, including, but not limited to, entering into contracts with additional clients, identifying appropriate facilities, obtaining leases, completing internal build-outs of new facilities within proposed timelines and budgets and hiring care teams and other employees. We cannot guarantee that we will be successful in pursuing our growth strategy. If we fail to evaluate and execute new business opportunities properly, we may not achieve anticipated benefits and may incur increased costs.

Our growth strategy involves a number of risks and uncertainties, including that:

- we may not be able to successfully enter into contracts with new clients, add new health centers and expand our service offerings on terms favorable to us or at all. In addition, we compete for client relationships with other potential competitors, some of whom may have greater resources than we do. This competition may intensify due to the ongoing investment in the healthcare industry, which may increase our costs to pursue such opportunities;
- we may not be able to engage a sufficient number of patients to deliver a return on investment to our clients, and we may be unable to recruit or retain a sufficient number of clients as a result;
- we may not be able to engage sufficient numbers of physicians and other staff to both deliver care in our centers and to provide supervision to our allied health professionals;
- when expanding our business into new states, we may be required to comply with laws and regulations that may differ from states in which we currently operate, which may create additional costs, restrict service offering or otherwise limit quick expansion and setup of our health centers;
- we may not foster strategic relationships with third parties to accelerate our growth;
- we may not identify additional businesses to acquire; and
- we may not be able to successfully integrate the businesses we acquire, which could result in higher than expected costs and diversion of management' s time and energy.

There can be no assurance that we will be able to successfully capitalize on growth opportunities, which may negatively impact our business model, revenues, results of operations and financial condition.

If we are unable to retain existing clients and attract new clients, our business, financial condition and results of operations may be adversely affected.

To increase our revenue, part of our business strategy is to expand the number of new health centers and serve additional patients. In order to support such growth, we must continue to recruit and retain a sufficient number of new clients. Our ability to retain existing clients, attract new clients and diversify and expand our portfolio of products and services depends on a number of factors, some of which are beyond our direct control. Some of these factors include:

- our ability to provide low cost and high value care which meet a broad range of patient needs while providing positive patient experience;
- our patients' ability to easily use our technology, virtual care offerings and after hours care accessibility;
- our ability to safeguard our patients' data; and
- our ability to retain licenses to conduct our existing business and obtain licensing in new geographies where we intend to grow.

In addition, our ability to retain our existing clients and attract new clients could be adversely impacted by delays in, or increased difficulty or cost associated with, the implementation of our growth strategies, strategic initiatives and operating plans, and the incurrence of unexpected costs associated with operating our business.

If our ability to market and sell our products and services is constrained for any reason, such as technology failures, reduced allocation of resources, any inability to timely employ, train and retain employees and contractors and their agents to sell health centers, interruptions in the operation of our website or systems, disruptions caused by other external factors, such as the COVID-19 pandemic, or issues with evolving government healthcare laws and regulations, we could acquire fewer new clients than expected or suffer a reduction in the number of our existing clients and our business, operating results and financial condition could be adversely affected.

Failure to appropriately set client contract rates or effectively manage our costs could negatively affect our profitability, results of operations and cash flows.

Our client contracts for our services are a material source of our revenue. We set our fees using estimates and our failure to set appropriate fees could adversely affect our profitability and cash flows. We use a substantial portion of our revenues to pay the costs of setting up and operating health centers, including finding space to lease, purchasing supplies, hiring primary care physicians and other providers, and other healthcare services delivered to our patients. As such, our profitability depends in large part on our ability to accurately estimate and manage such costs. Relatively small differences between estimated and actual healthcare costs as a percentage of revenues can result in significant changes in our financial results.

Conversely, if we set our fees too high, our number of clients may decline, or we may not attract new clients. We operate in a competitive industry and, while we compete on the basis of many factors, including service and quality, we believe that price is and will continue to be the most significant opportunity for competitors to attract our client base. If we do not appropriately price our services, business, results of operations and financial condition could be materially and adversely affected.

Further, in order for our fees to adequately cover our losses and expenses and enable us to profitably grow our business, we must effectively manage our costs. To do so, we must recruit providers at appropriate rates and manage clinic capacity.

If our cost savings estimates are not accurate, we will fail to deliver a return on investment to our client and our client retention may be negatively impacted.

Our use of actuarial methods to determine healthcare costs involves a significant degree of judgment and are subject to a number of inherent uncertainties and assumptions. While such methods are consistently applied and centrally controlled, they are also based upon varying data, including our cost trends, patient and product mix, seasonality, utilization of healthcare services, contracted service rates, general staffing costs and other factors for our patients. Our ability to accurately estimate such costs depends on various factors, many of which are not within our control, including:

the utilization rates of medical facilities and services;

the cost of medical services;

the introduction or widespread adoption of new or costly treatments, including new technologies;

our patient mix;

variances in actual versus estimated levels of cost associated with new services, benefits or lines of business, product changes or benefit level changes;

changes in the demographic characteristics of an account or market;

changes in economic conditions;

catastrophes, including acts of terrorism, pandemics, epidemics or severe weather (e.g. hurricanes, wildfires or earthquakes);

healthcare cost inflation; and

changes or uncertainty surrounding potential changes in legislation or other rules and regulations, such as changes in government mandated benefits or consumer eligibility criteria.

The impact of many of these items on the ultimate costs for claims is difficult to estimate. If our clients' costs exceed our estimates, we will fail to deliver a return on investment to the clients, and as a result our net revenue retention rate could decrease.

We may be unsuccessful in identifying and acquiring suitable acquisition candidates or integrating acquired companies, which could impede our growth and ability to remain competitive.

Over the course of the last several years, we have acquired a number of other businesses, including most recently, Healthstat. Maintaining our current pace of growth will rely in part on our continued ability to successfully acquire and integrate companies that complement and accelerate the execution of our strategies in new and existing markets. However, we may not successfully identify suitable acquisition candidates, or we may have difficulty in identifying prospective acquisition candidates. In addition, we may not be able to successfully complete an acquisition after identifying a candidate. We sometimes compete for acquisition and expansion opportunities with entities that have greater financial resources or are otherwise willing to pay more than us. We face higher risks if our acquisition strategy requires us to seek additional financing, as our ability to obtain additional financing on satisfactory terms and conditions will depend upon a number of factors, many of which are beyond our control.

Even after the successful acquisition of a business, we may be unable to successfully integrate the acquired business with our existing business and operations or the business may not perform in accordance with the projections that informed the purchase price for such acquisition. The integration of an acquired business involves a number of factors that may negatively affect our operations, including, but not limited to:

distraction of management or lack of leadership within the acquired business to succeed retiring leaders;

significant costs and difficulties, including implementing or remediating controls, procedures and policies at the acquired company, integration of the acquired company' s accounting, human resource and other administrative systems, and coordination of product, and sales and marketing functions, transition of operations, consumers, clients and other users onto our existing technology platforms, as well as retention of key personnel;

ability to retain clients upon integration of acquired business;

tax and accounting issues, including the creation of significant future contingent liabilities relating to earn-outs for acquisitions or other financial liabilities; and

unanticipated problems or legal liabilities, or lack of adequate compliance or regulatory policies, processes and resources.

Although we conduct due diligence with respect to the business and operations of each of the companies we acquire, we may not have identified all material facts concerning these companies. Unanticipated events or liabilities relating to these companies could have a material adverse effect on our results of operations, financial condition and cash flow. Furthermore, once we have integrated an acquired company, it may not achieve levels of revenue, profitability or productivity comparable to our existing business, or otherwise perform as expected, and we cannot assure you that past or future acquisitions will be accretive to earnings or otherwise meet our operational or strategic expectations. Our failure to successfully acquire and integrate businesses may cause us to fail to realize the anticipated benefits of such acquisitions or investments, cause us to incur unanticipated liabilities and/or harm our business generally, which may have an adverse effect on our revenue, results of operations, financial condition and cash flow.

Our business model and future growth are substantially dependent on the success of our strategic relationships with third parties.

We will continue to substantially depend on our relationships with third parties, including brokers, health plans, health systems, and other partners to grow our business. In particular, our growth depends on maintaining existing, and developing new, strategic affiliations. Further, we rely on a number of partners such as brokers, consultants and other distribution partners in order to sell our solutions and services and enroll clients onto our platform.

Identifying partners, and negotiating and documenting relationships with them, requires significant time and resources. Our competitors may be more effective in executing such relationships and performing against them. If we are unsuccessful in establishing or maintaining our relationships with third parties, our ability to compete in the marketplace or to grow our net revenue could be impaired and our results of operations may suffer. Even if we are successful, we cannot assure you that these relationships will result in increased client or patient use of our solutions and services or increased net revenue.

If we fail to achieve robust brand recognition or are unable to maintain or enhance our reputation, our business, financial condition and results of operations will be harmed.

Developing strong brand recognition and maintaining and enhancing our reputation in our business is critical to maintaining our existing relationships and our ability to attract new clients, primary care providers and other constituents to our platform. Promoting our brand requires substantial investments and we anticipate that, as our market remains increasingly competitive, our marketing initiatives will become increasingly expensive and challenging to successfully implement. Attempts to grow our brand and investments in marketing our platform and plans may not be successful or yield increased revenue as we expect, and even if these activities result in increased revenue, the increased revenue may not offset the expenses we incur to achieve such results. In addition, our current marketing efforts to date have been limited to certain geographic regions and markets where our business operates to ensure an efficient use of resources. If we grow nationally, we will need to spend additional resources to build strong national brand recognition, and there can be no assurance that our efforts will be effective. If we do not successfully develop widespread brand recognition and maintain and enhance our reputation, our business may not grow and we could lose our existing relationships, which would harm our business, financial condition and results of operations. In addition, retiring or discontinuing existing brands in favor of using and promoting the Everside brand may result in the loss of goodwill that the other brands symbolized and the inability to rebuild the same recognition and reputation in the new brand.

We rely on our talent, and the loss of one or more of our members of senior management or other key employees, or an inability to hire, retain, motivate or develop other highly skilled employees could harm our business, financial condition and results of operations.

We are led by a seasoned management team with decades of healthcare and public company operating experience. The continued growth and success of our business relies, in part, on the continued services of our senior management team and other key employees. Competition for talent is intense in our industry. While we use various measures to attract and retain talent, including fair and reasonable market-based compensation plans and an equity incentive program for key executive officers and other employees, these measures may not be adequate to hire, retain, motivate and develop the personnel we require to successfully scale our business and to operate our business effectively. Further, members of our senior management team are difficult to replace. In particular, the loss of the employment contributions of our Chief Executive Officer, Chris Miller or other key members of the executive management team, could significantly delay or prevent the achievement of our strategic objectives.

The healthcare industry is highly competitive.

We compete directly with national, regional and local providers of healthcare for patients and physicians. There are many other companies and individuals currently providing healthcare services, many of which have

been in business longer and/or have substantially more resources. Because of the relatively low capital expenditures required for providing healthcare services, there are few financial barriers to entry in the healthcare industry. Other companies could enter the healthcare industry in the future and divert some or all of our business. Our ability to compete successfully varies from location to location and depends on a number of factors, including the number of competing primary care facilities in the local market and the types of services available at those facilities, our local reputation for quality care of patients, the commitment and expertise of our medical staff, our local service offerings, the cost of care in each locality and the physical appearance, location, age and condition of our facilities. If we are unable to attract clients and engage patients to our centers, our revenue and profitability will be adversely affected. Some of our competitors may have greater recognition and be more established in their respective communities than we are and may have greater financial and other resources than we have. Competing PCPs may also offer larger facilities or different programs or services than we do, which, combined with the foregoing factors, may result in our competitors being more attractive to our current clients, potential clients and client referral sources. Furthermore, while we budget for routine capital expenditures at our facilities to keep them competitive in their respective markets, to the extent that competitive forces cause those expenditures to increase in the future, our financial condition may be negatively affected. Additionally, as we expand into new geographies, we may encounter competitors with stronger relationships or recognition in the community in such new geography, which could give those competitors an advantage in obtaining new clients.

We may not be able to maintain the accuracy, integrity or availability of our data.

Our business is highly dependent on the accuracy, integrity and availability of the data we generate and use to serve our patients, providers and clients. The volume of healthcare data generated, and the uses of data, including electronic health records, are rapidly expanding. Our ability to implement new and innovative services, adequately price our products and services, provide timely and effective service to our patients and clients and accurately report our results of operations depends on the accuracy and the integrity of the data in our information systems. If the data we rely upon to run our businesses is found to be inaccurate, unreliable or compromised as a result of a security incident, we could experience adverse effects on our ability to effectively conduct our business, including our ability to:

accurately estimate revenue and costs;

establish appropriate pricing for the services we provide;

prevent, detect and control errors in medical records or regulatory violations;

prevent regulatory sanctions, scrutiny or penalties; and

reduce the incurrence of increased operating expenses.

Our technology platform may not operate properly or as we expect it to operate. We must continue to develop and maintain our technology platform to grow our business.

Our ability to drive brand awareness and to increase our client and patient usage will depend, in part, on our ability to develop and improve our healthcare platform. As with any technology platform, our users may encounter bugs and issues. Any of these issues we encounter on our platform could impact the user experience and cause us to lose clients, patients and providers, which could adversely impact our ability to execute on our growth strategy and adversely affect our business, financial condition and results of operations.

Further, recent trends toward greater patient and client engagement in healthcare require new and enhanced technologies, including more sophisticated applications for mobile devices. Our information systems platforms require an ongoing commitment of significant resources to maintain, protect and enhance existing systems and develop new systems to keep pace with continuing changes in information processing technology, evolving systems and regulatory standards and changing patient and client preferences.

In addition, we periodically consolidate, integrate, upgrade and expand our information technology systems' capabilities as a result of technology initiatives and new regulations, changes in our system platforms and

integration of new business acquisitions. Any failure to protect, consolidate and integrate our systems successfully could result in higher than expected costs and diversion of management' s time and energy, which could materially and adversely affect our results of operations, financial position and cash flows. In addition, if any such failure causes our platform to malfunction or be temporarily unavailable, our existing patients could become dissatisfied, we may be unable to attract new patients and our brand and reputation could be adversely impacted. As a result, our revenue may not grow as expected, which could have a material adverse effect on our business, financial condition and results of operations.

Security incidents or breaches, loss of data and other disruptions to our or our third-party service providers' systems, information technology infrastructure and networks could compromise sensitive or legally protected information related to our business or consumers, disrupt our business operations and expose us to liability, which could adversely affect our business and our reputation.

In the ordinary course of our business, we receive, collect, store, use, process, transmit and disclose, collectively referred to as Process, sensitive data, including business information and PHI, as defined under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, including their implementing regulations, as may be amended, collectively referred to as HIPAA, and other PII. We also use third-party service providers to Process such sensitive data, including that of our consumers and service providers. We manage and maintain our technology platform and data using a combination of on-site systems, managed data center systems and cloud-based systems. Because of the sensitivity of the data we and our third-party partners Process, the security of our technology platform and other aspects of our services, including those provided or facilitated by our third-party partners, are critically important to our operations and business strategy.

The operation, stability, confidentiality, integrity and availability of our technology platform and underlying network infrastructure are critical to the implementation of our business strategy, our financial results, our brand and reputation, our relationship with our patients, third-party providers, our broker network, and other key constituents. Any incident that causes a compromise to the operation, stability, confidentiality, integrity or availability of our technology platform or sensitive data could result in dissatisfaction and a loss of trust with those constituents and adversely impact our business and reputation. Although we have implemented security measures, redundancies and a disaster recovery plan, we and our third-party service providers are vulnerable to such incidents.

Our infrastructure and the infrastructure of our third-party partners are vulnerable to physical or electronic break-ins, computer viruses, ransomware or other malware, employee or contractor error or malfeasance, software bugs, denial-of-service attacks (such as credential stuffing), attacks by nation-state and nation-state supported actors, phishing attacks, viruses, malware installation, server malfunction, software or hardware failures, loss of data or other computer assets, adware or other similar issues. These can disrupt or shut down our systems, or allow unauthorized access to, or misuse, disclosure, modifications or loss of our sensitive data.

If we or our third-party partners experience any security incident or breach that results in any deletion or destruction of, unauthorized access to, loss of, unauthorized acquisition or disclosure of, or inadvertent exposure disclosure of, our sensitive data, or any compromise related to the security, confidentiality, integrity or availability of our (or their) information technology, software, services, communications or data, it may result in a materially adverse effect, including without limitation, regulatory investigations or enforcement actions, litigation, indemnity obligations, negative publicity, financial loss, legal claims or proceedings, significant fines or other liability under laws and regulations that protect the privacy of individually identifiable information or other personal information, such as HIPAA, the California Consumer Privacy Act, or CCPA, California Confidentiality of Medical Information Act, or CMIA, and other state and federal laws and regulations. We may also be required to notify government authorities, individuals, the media and other third parties in connection with a security incident or breach involving sensitive data, and could become subject to investigations, consent decrees, resolution agreements, monitoring agreements and similar agreements, and civil penalties. Such

disclosures are costly, and the disclosures or failure to comply with such requirements could lead to material adverse effects, including negative publicity, loss of client confidence in our services or security measures or breach of contract claims. There can be no assurance that the limitations of liability in our contracts would be enforceable or adequate or would otherwise protect us from liabilities or damages if we fail to comply with applicable laws, privacy policies, or contractual obligations.

We require business associates and other outsourcing subcontractors who handle consumer and patient information to enter into business associate agreements, if applicable, and to agree to use reasonable efforts to safeguard PHI, other PII and other sensitive information. However, these measures may not adequately protect us from the risks associated with the processing of such information.

We may be required to expend significant resources, fundamentally change our business activities and practices, or modify our operations or information technology in an effort to protect against security incidents and to mitigate, detect, and remediate actual and potential vulnerabilities. Applicable laws, policies, and contractual obligations may require us to implement specific security measures or use industry-standard or reasonable measures to protect against security incidents. While we have implemented security measures designed to protect against security incidents and breaches, there can be no assurance that our security measures or those of our partners will be effective in protecting against security incidents and resulting material adverse effects.

We may be unable in the future to detect, anticipate, measure or prevent threats or techniques used to detect or exploit vulnerabilities in our (or our third-party partners') information technology, services, communications or software because such threats and techniques change frequently, are often sophisticated in nature, and may not be detected until after an incident has occurred. In addition, security researchers and other individuals have in the past and will continue in the future to actively search for and exploit actual and potential vulnerabilities in our (or our third parties') information technology and communications. We cannot be certain that we will be able to address any such vulnerabilities, and there may be delays in developing and deploying patches and other remedial measures to adequately address vulnerabilities.

In addition, breaches of our security systems or those systems used by our third-party service providers or other cyber security incidents could also result in misappropriation of other confidential or proprietary information of ourselves, our consumers, our patients, or other third parties; viruses, spyware or other malware being served from our network, platform or systems; deletion or modification of content or the display of unauthorized content on our platform; the loss of access to critical data or systems through ransomware, destructive attacks or other means; and business delays, service or system disruptions such as denials of service. We cannot guarantee that our recovery protocols and backup systems will be sufficient to prevent data loss.

If we are unable, or are perceived to be unable to prevent such security incidents or breaches or privacy violations or implement acceptable remedial measures, we may be unable to operate our platform, perform our services, maintain accurate patient medical records, conduct research and development activities, collect, process and prepare company information or provide information about our current and future products.

There is an increased risk that we may experience cybersecurity-related events such as COVID-19-themed phishing attacks and other security challenges as a result of our employees and service providers working remotely from non-corporate-managed networks during the ongoing pandemic and beyond. Any such breaches and violations may result in significant fines and penalties, require us to comply with breach notification laws and require us to verify the accuracy of database contents, all of which would result in increased costs. As a result, we could suffer a loss of business and we may suffer reputational harm, adverse impacts on consumer and investor confidence and negative impact to our business, financial condition and results of operations.

We cannot assure you that we have adequate insurance coverage for security incidents or breaches with respect to claims, costs, expenses, litigation, fines, penalties, business loss, data loss, regulatory actions or material adverse effects, or that such coverage will continue to be available on acceptable terms or at all. The

successful assertion of one or more large claims against us that exceeds our available insurance coverage, or results in changes to our insurance policies (including premium increases or the imposition of large deductible or co-insurance requirements), could have an adverse effect on our business. In addition, we cannot be sure that our insurers will not deny coverage as to any future claim.

We rely on internet infrastructure, bandwidth providers, other third parties and our own systems to provide a services platform and mobile application to our clients, PCPs and other constituents, and any failure or interruption in the services provided by these third parties or our own systems could expose us to litigation and hurt our reputation and relationships with clients, PCPs or other constituents.

Our ability to maintain our services platform and mobile application is dependent on the development and maintenance of the infrastructure of the internet and other telecommunications services by third parties. This includes maintenance of a reliable network connection with the necessary speed, data capacity and security for providing reliable internet access and services and reliable telephone and facsimile services. Our platform and mobile application are designed to operate without perceptible interruption in accordance with our service level commitments.

We rely on internal systems as well as third-party suppliers, including bandwidth and telecommunications equipment providers, to maintain our platform, mobile application and related services. Interruptions in these systems or services, whether due to system failures, cyber incidents, physical or electronic break-ins or other events, could affect the security or availability of our platform, mobile application or services and prevent or inhibit the ability of our clients, PCPs or other constituents to access our platform, mobile application or services. In the event of a catastrophic event with respect to one or more of these systems or facilities, we may experience an extended period of system unavailability, which could result in substantial costs to remedy those problems or harm our relationship with our clients, PCPs or other constituents.

Additionally, any disruption in the network access, telecommunications or co-location services provided by third-party providers or any failure of or by third-party providers' systems or our own systems to handle current or higher volume of use could significantly harm our business. We exercise limited control over our third-party suppliers, which increases our vulnerability to problems with services they provide. Any errors, failures, interruptions or delays experienced in connection with these third-party technologies and information services or our own systems could hurt our relationships with clients, PCPs and constituents and expose us to third-party liabilities.

The reliability and performance of our internet connection may be harmed by increased usage or by denial-of-service attacks or related cyber incidents. The services of other companies delivered through the internet have experienced a variety of outages and other delays as a result of damages to portions of the internet' s infrastructure, and such outages and delays could affect our systems and services in the future. These outages and delays could reduce the level of internet usage as well as the availability of the internet to us for delivery of our internet-based services. Any of the foregoing could harm our competitive position, business, financial condition, results of operations and prospects.

We are also subject to the technical requirements and policies of application stores on which our mobile application depends, including those operated by Apple and Google. The operators of these platforms and stores have broad discretion to change or interpret their requirements or policies in a manner unfavorable to us and our partners.

We rely on third-party vendors to host and maintain our technology platform.

We rely on third-party vendors to provide certain services, including to host and maintain our technology platform and the licensing of certain technology and other intellectual property rights. As a result, we could incur

a high cost of licensing the third-party software. Our ability to offer our products and services and operate our business is dependent on maintaining our relationships with third-party vendors and entering into new relationships to meet the changing needs of our business. Any deterioration in our relationships with such vendors or our failure to enter into agreements with vendors in the future could harm our business and our ability to pursue our growth strategy.

If our third-party vendors are unable or unwilling to provide the services necessary to support our business, or if our agreements with such vendors are terminated, our operations could be disrupted. Some of our agreements with vendors may be unilaterally terminated by such vendor for convenience and if such agreements are terminated, we may not be able to enter into similar relationships in the future on reasonable terms or at all. We may also incur substantial costs, delays and disruptions to our business in transitioning such services to ourselves or other third-party vendors. In addition, third-party vendors may not be able to provide the services required in order to meet the changing needs of our business. Any of the foregoing could harm our competitive position, business, financial condition, results of operations and prospects.

We license, or may in the future license, intellectual property from third parties, and such licenses may not be available or may not be available on commercially reasonable terms.

A third party may hold intellectual property, including patent rights that are important or necessary to the development of our technology platform. It may be necessary for us to use the patented or proprietary technology of a third party to manufacture or otherwise commercialize our own technology or products, in which case we would be required to obtain a license from such third party. Licensing such intellectual property may not be available or may not be available on commercially reasonable terms, which could have a material adverse effect on our business, financial condition and results of operations.

Protecting our intellectual property rights may be expensive and demand management's attention, and failure or inability to protect or enforce our intellectual property rights could harm our business, financial condition and results of operations.

We rely on a combination of patent, trade secret, copyright and trademark laws, and confidentiality agreements and other contractual provisions to protect our proprietary technology and intellectual property rights, including the content and design of our branding and logo, our website, our technology platform, our software code and our data. We believe that our intellectual property rights are an important asset of our business. We endeavor to maintain and protect our intellectual property. Despite such efforts, unauthorized parties may attempt to copy aspects of our business or obtain and use information that we regard as confidential or proprietary. The steps we take to protect our intellectual property may not sufficiently protect our technology, and as a result, our brand and reputation could be harmed and competitors may be able to erode or negate our competitive advantage, which could materially harm our business, negatively affect our position in the marketplace, limit our ability to commercialize our technology and delay or render impossible our achievement of profitability. Moreover, there can be no assurance that our proprietary technology will not be independently developed by competitors or that the intellectual property rights we own or license will provide competitive advantages or will not be challenged or circumvented by our competitors. We cannot guarantee that the agreements we have put into place will not be breached, that we will have adequate remedies in the event of a breach, or that such agreements will adequately protect our intellectual property rights, internally-developed technology, technology developed on our behalf, or other information that we consider proprietary.

Obtaining, maintaining and defending our intellectual property rights can be expensive and time consuming, and a failure to protect our intellectual property rights in a cost-effective and meaningful manner could have a material adverse effect on our ability to compete. Even where we have intellectual property rights, they may later be found to be unenforceable or have a limited scope of enforceability. In particular, we believe it is important to maintain, protect and enhance our brands. Accordingly, we pursue the registration of our trademarks and service marks in the United States. Third parties may challenge our use of our trademarks, attempt to use similar marks,

oppose our trademark applications or otherwise impede our efforts to protect our brands. In the event that we are unable to register our trademarks, we could be forced to rebrand our products, which could slow our growth, harm our brand recognition, or require us to devote resources to advertising and marketing new brands.

Although expensive and time-consuming, we have invested in and may, over time, increase our investment in protecting innovations through patent filings and similar rights. We have not yet obtained any issued patents that provide protection for our technology or products. Even in cases where we seek patent protection, there is no assurance that the resulting patents will effectively protect every significant feature of our proprietary information, or provide us with any competitive advantages. Moreover, we cannot guarantee that our pending patent application will issue or be approved.

In addition, we may not always be able to detect or protect against infringement of our intellectual property rights. Litigation may be necessary to enforce or defend our intellectual property rights or determine the validity and scope of proprietary rights claimed by others. Any litigation of this nature, regardless of outcome or merit, could result in substantial costs and diversion of management attention and technical resources, any of which could adversely affect our business, financial condition and results of operations. Our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, countersuits and adversarial proceedings that attack the validity and enforceability of our intellectual property rights. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential or sensitive information could be compromised by disclosure in the event of litigation. In addition, during the course of litigation there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock.

If we fail to maintain, protect and enhance our intellectual property rights, our business, financial condition and results of operations may be harmed and the market price of our common stock could decline.

In the future, we may be subject to claims that we violated intellectual property rights which can be costly to defend and could require us to pay significant damages and limit our ability to operate.

In recent years, there has been significant litigation in the United States involving intellectual property rights. Companies in the internet and technology industries are increasingly bringing and becoming subject to lawsuits alleging infringement, misappropriation or violation of intellectual property rights, particularly patent rights, and our competitors and other third parties may hold patents or have pending patent applications or other intellectual property rights related to our business. These risks have been amplified by the increase in non-practicing entities, whose sole primary business is to assert such claims.

We cannot be certain that the operation of our business does not and will not infringe the intellectual property rights of others, or that third parties (including non-practicing entities) will not claim, legitimately or otherwise, that our platform, products and/or services infringe their intellectual property rights. Our future success could be affected by claims of intellectual property infringement, whether or not such claims have merit. There may be intellectual property rights held by others that cover important parts of our branding, technologies, products, services, or content, and we may be unaware of such rights. Because patent applications can take years to issue and are often afforded confidentiality for some period of time, there may currently be pending applications, unknown to us, that later result in issued patents that could cover one or more of our products.

We may be subject to legal proceedings and claims in the ordinary course of our business, including claims of alleged infringement of intellectual property rights of third parties by us or our clients, PCPs, or other constituents in connection with their use of our platform, products and services. Further, we may be obligated to indemnify other parties as a result of litigation. Such disputes may disrupt our business, which may adversely impact our client satisfaction and ability to attract clients, primary care providers and other constituents. Any intellectual property litigation, whether or not successful, could be extremely costly to defend, divert our

management' s time, attention and resources, damage our reputation and brand and substantially harm our business. These claims could also subject us to significant liability for damages and could force us to stop using branding, technology, products, services or content found to be in violation of another party' s intellectual property rights. We might be required or may opt to seek a license for rights to intellectual property rights owned by others, which may be unavailable on commercially reasonable terms, or at all. We may be required to pay significant royalties to license technology, products, services or content, increasing our operating expenses. We may also be required to develop alternative non-infringing branding, technology, products, services or content, which may require significant effort and expense, be infeasible or make us less competitive in the market. If we cannot license or develop alternative branding, technology, products, services or content for any allegedly infringing aspect of our business, we may be unable to implement our business strategy. In addition, our competitors may be able to sustain the costs of asserting or defending against complex intellectual property litigation more effectively than we can because they have substantially greater resources. In the case of infringement or misappropriation caused by technology that we obtain from third parties, the indemnification or other protections we receive from such third parties, if any, may be insufficient to cover the liabilities we incur as a result of such infringement or misappropriation. Any of these outcomes could have knock-on effects and harm our business and operating results.

In a patent infringement claim against us, we may assert, as a defense, that we do not infringe the relevant patent claims, that the patent is invalid or both. The strength of our defenses will depend on the patents asserted, the interpretation of these patents, and our ability to invalidate the asserted patents. However, we could be unsuccessful in advancing non-infringement and/or invalidity arguments in our defense. In the United States, issued patents enjoy a presumption of validity, and the party challenging the validity of a patent claim must present clear and convincing evidence of invalidity, which is a high burden of proof. Conversely, the patent owner need only prove infringement by a preponderance of the evidence, which is a lower burden of proof.

Medical liability claims made against us in the future could cause us to incur significant expenses and pay significant damages if not covered by insurance.

The risk of medical liability claims against us and our operated health centers, as well as against the treating physicians and other medical practitioners, is an inherent part of our business. While we endeavor to carry appropriate levels of insurance covering medical malpractice claims, successful medical liability claims might exceed our insurance coverage, which could make us secondarily liable for such incidents. Further, professional liability insurance, including medical malpractice insurance, is expensive, and insurance premiums may increase significantly in the future, especially as we expand our product offerings and as we become a public company. As a result, adequate professional liability insurance may not be available to our physicians and other medical practitioners or to us in the future at acceptable costs or at all.

Additionally, our business may be targeted for medical liability lawsuits based on vicarious liability or other legal theories by which plaintiffs seek to hold our business liable for medical results associated with care rendered by our providers.

Any claims made against us that are not fully covered by insurance could be costly to defend against, result in substantial damage awards against us and divert the attention of our management and our partners from our operations, which could have a material adverse effect on our business, reputation, financial condition and results of operations. Additionally, any claims made against us, whether meritorious or not, may increase the cost of our insurance premiums.

We lease some of our facilities and may experience risks relating to lease termination, lease expense escalators, lease extensions and special charges.

We currently lease or license some of our health centers. Generally, our lease or license agreements provide that the lessor may terminate the lease, subject to applicable cure provisions, for a number of reasons, including

the defaults in any payment of rent, taxes or other payment obligations, and the breach of any other covenant or agreement in the lease. Termination of certain of our lease agreements could result in a cross-default under our debt agreements or other lease agreements. If a lease agreement is terminated, there can be no assurance that we will be able to enter into a new lease agreement on similar or better terms or at all.

Our lease obligations often include annual fixed rent escalators or variable rent escalators based on a consumer price index. These escalators could impact our ability to satisfy certain obligations and financial covenants. If the results of our operations do not increase at or above the escalator rates, it would place an additional burden on our results of operations, liquidity and financial position.

As we continue to expand and have leases or licenses with different start dates, it is likely that some number of our leases and licenses will expire each year. Our lease or license agreements often provide for renewal or extension options. There can be no assurance that these rights will be exercised in the future or that we will be able to satisfy the conditions precedent to exercising any such renewal or extension. In addition, if we are unable to renew or extend any of our leases or licenses, we may lose all of the facilities subject to that master lease agreement. If we are not able to renew or extend our leases or licenses at or prior to the end of the existing lease terms, or if the terms of such options are unfavorable or unacceptable to us, our business, financial condition and results of operation could be adversely affected.

Leasing facilities pursuant to binding lease or license agreements may limit our ability to exit markets. For instance, if one facility under a lease or license becomes unprofitable, we may be required to continue operating such facility or, if allowed by the landlord to close such facility, we may remain obligated for the lease payments on such facility. We could incur special charges relating to the closing of such facility, including lease termination costs, impairment charges and other special charges that would reduce our profits and could have a material adverse effect on our business, financial condition or results of operations.

Our failure to pay the rent or otherwise comply with the provisions of any of our lease agreements could result in an "event of default" under such lease agreement and agreements for our indebtedness. Upon an event of default, remedies available to our landlords generally include, without limitation, terminating such lease agreement, repossessing and reletting the leased properties and requiring us to remain liable for all obligations under such lease agreement, including the difference between the rent under such lease agreement and the rent payable as a result of reletting the leased properties, or requiring us to pay the net present value of the rent due for the balance of the term of such lease agreement. The exercise of such remedies would have a material adverse effect on our business, financial position, results of operations and liquidity.

Our business may require additional capital, and this capital might not be available on acceptable terms, if at all. If capital is not available to us, our business and financial condition may be impaired.

We have invested heavily in the growth of our business. We intend to make additional investments to support our business growth and may require additional capital to respond to business needs, requirements and opportunities, including to develop and enhance new and existing products and services, enter into new markets, and further develop our infrastructure. In addition, we intend to continue making strategic acquisitions as the opportunities arise, some of which may be material to our operations. Accordingly, we may make future commitments of capital resources and may need to engage in additional equity or debt financings to secure additional funds. Whether we issue debt or equity securities will, in part, depend on contractual, legal and other restrictions that may limit our ability to raise additional capital. In addition, we may not be able to obtain additional or sufficient financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly limited or impaired.

The contractual arrangements we have with our VIEs are not as secure as direct ownership of such entities.

Because of laws prohibiting the corporate practice of medicine, we enter into contractual arrangements to manage certain of our affiliated physician practice groups, which allows us to consolidate the groups for financial reporting purposes. If we were to hold such groups directly, we would be able to exercise our rights as an equity holder to directly effect changes in the boards of directors of those entities, which could effect changes at the management and operational level. In contrast, under our current contractual arrangements with our physician practice groups, we may not be able to directly change the members of the boards of directors of these entities and would have to rely on the entities and the entities' equity holders to perform their obligations in order to exercise control over such entities. If any of these affiliated entities or their equity holders fail to perform their respective obligations under the contractual arrangements, we may have to incur substantial costs and expend additional resources to enforce such arrangements.

Upon completion of this offering, our executive officers, directors and holders of 5% or more of our common stock will collectively beneficially own approximately % of the outstanding shares of our common stock and continue to have substantial control over us, which may limit your ability to influence the outcome of important transactions.

Upon completion of this offering, our executive officers, directors and each of our stockholders who own 5% or more of our outstanding common stock and their affiliates, in the aggregate, will beneficially own approximately % of the outstanding shares of our common stock, based on the number of shares outstanding as of assuming an initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus). As a result, these stockholders, if acting together, may continue to exercise significant influence over or control matters requiring approval by our stockholders, including the election and removal of directors and the approval of mergers, acquisitions or other extraordinary transactions. They may also have interests that conflict or differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. This concentration of ownership may also have the effect of delaying, preventing or deterring a change in control of our company, could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company or through discouraging others from making tender offers for our shares, which might ultimately affect the market price of our common stock.

Our level of indebtedness, and the agreements governing such debt, subject us to financial restrictions and operating covenants which may reduce our financial flexibility, affect our ability to operate our business and divert cash flow from operations for debt service.

As of March 31, 2021, we had $2.8 million of outstanding borrowings and an unused balance of $36.3 million, after adjusting for committed amounts related to letters of credit and our credit card program, under the credit facility entered into between our subsidiary, Everside Health, LLC, and Comerica Bank. Despite having access to such level of indebtedness, we may incur substantial additional indebtedness under the credit agreement or otherwise in the future and if we do so, the risks related to our level of indebtedness could increase. Our borrowings, current and future, will require interest payments and need to be repaid or refinanced, which could require us to divert funds identified for other purposes to debt service and could create additional cash demands or impair our liquidity position and add financial risk for us. Diverting funds identified for other purposes for debt service may adversely affect our business and growth prospects. If we cannot generate sufficient cash flow from operations to service our debt, we may need to refinance our debt, dispose of assets, reduce or delay expenditures or issue equity to obtain necessary funds. We do not know whether we would be able to take any of these actions on a timely basis, on terms satisfactory to us or at all.

Our level of indebtedness could affect our operations in several ways, including the following:

- it may be difficult for us to satisfy our obligations with respect to our debt;
- the covenants contained in the credit agreement or in future agreements governing our outstanding indebtedness may limit our ability to borrow additional funds, refinance debt, dispose of assets and make certain investments;

our debt covenants may also affect our flexibility in planning for, and reacting to, changes in the economy and in our industry;

a high level of debt would increase our vulnerability to general adverse economic and industry conditions;

a significant level of debt may place us at a competitive disadvantage compared to our competitors that are less leveraged and therefore may be able to take advantage of opportunities that our indebtedness would prevent us from pursuing; and

a high level of debt may impair our ability to obtain additional financing in the future for working capital, capital expenditures, debt service requirements, acquisitions or other purposes.

If we are unable to generate sufficient cash flows to pay the interest on our debt, future working capital, borrowings or equity financing may not be available to pay or refinance such debt. See "Management' s Discussion and Analysis of Financial Condition and Results of Operations−Liquidity and Capital resources−Indebtedness."

A pandemic, epidemic or outbreak of an infectious disease in the United States or worldwide, including the outbreak of the novel strain of coronavirus disease, COVID-19, could adversely affect our business, financial condition and results of operations.

In December 2019, a novel strain of coronavirus, SARS-CoV-2, was identified in Wuhan, China. Since then, SARS-CoV-2, and the resulting disease, COVID-19, has spread to almost every country in the world and all 50 states within the United States. Global health concerns relating to the outbreak of COVID-19 have been weighing on the macroeconomic environment, and the outbreak has significantly increased economic uncertainty. In addition, any industry connected to the delivery of healthcare services has been significantly impacted in the attempt to respond to the needs created by the outbreak. The duration and severity of this pandemic is unknown, and the extent of the business disruption and financial impact depend on factors beyond our knowledge and control.

The spread of COVID-19 has caused us to modify our business practices, and we may take further actions as may be required by government authorities or that we determine are in the best interests of our employees, clients and partners. In addition, COVID-19 and the determination of appropriate measures and business practices has diverted management' s time and attention. A larger percentage of our employees are now working from home, and if they are not able to effectively do so, or if our employees contract COVID-19 or another contagious disease, we may experience a decrease in productivity and operational efficiency, which would negatively impact our business, financial condition and results of operations. Further, because an increased number of employees are working remotely in connection with the COVID-19 pandemic, we may experience an increased risk of security breaches, loss of data and other disruptions as a result of accessing sensitive information from multiple remote locations.

While the potential economic impact and duration of any pandemic, epidemic or outbreak of an infectious disease, including COVID-19, may be difficult to assess or predict, the widespread COVID-19 pandemic has resulted in, and may continue to result in, significant disruption of global financial markets, reducing our ability to access capital, which could in the future negatively affect our liquidity. The impact of any pandemic, epidemic or outbreak of an infectious disease, including COVID-19, on the needs, expectations, and spending levels of our clients could impact our ability to maintain or grow our business and as a result our operating and financial results could be adversely affected.

Key factors include the duration and extent of the outbreak in our service areas as well as societal and governmental responses. Patients may continue to be reluctant to seek necessary care given the risks of the COVID-19 pandemic. This could have the effect of deterring healthcare costs that we will need to incur to later

periods and may also affect the health of patients who defer treatment, which may cause our costs to increase in the future. Further, as a result of the COVID-19 pandemic, we may experience slowed growth or a decline in new client demand. We also may experience increased costs as we provide care for patients suffering from COVID-19. Further, we may face increased competition due to changes to our competitors' products and services, including modifications to their terms, conditions, and pricing that could materially adversely impact our business, results of operations, and overall financial condition in future periods.

State and federal regulators have promulgated a variety of different emergency orders, laws, and regulations intended to permit healthcare providers to provide care to COVID-19 and other patients in need of medical care during the COVID-19 crisis, including through the relaxation of licensure requirements and privacy restrictions for telehealth and various waivers intended to limit liability for providers treating patients during the COVID-19 pandemic. We have undertaken new programs to rapidly respond to the COVID-19 pandemic, including telehealth visits and testing arrangements, in reliance on these new initiatives. Although we believe that our arrangements comply with the requirements of these new initiatives, there can be no assurance that such emergency orders, laws and regulations will continue to apply or that regulators or other governmental entities will agree with our interpretation of these arrangements under applicable law, and any regulatory or governmental investigations or other disputes as a result of these arrangements, or the failure of various waivers for limitations of liability or other provisions under such emergency orders, laws and regulations to apply to us could divert resources and harm our business, financial condition and results of operations.

Also, the financial impact of COVID-19 or another pandemic, epidemic or outbreak of an infectious disease may lead to an overall decrease in healthcare spending due to a potential economic downturn and overall uncertainty causing healthcare expenditures to be concentrated in emergency care, which may cause a material impact to our business.

The full extent to which the outbreak of COVID-19 will impact our business, financial condition and results of operations is still unknown and will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to, the duration and spread of the outbreak, its severity, the actions to contain the virus or treat its impact and how quickly and to what extent normal economic and operating conditions can resume. Even after the outbreak of COVID-19 has subsided, we may experience materially adverse impacts to our business as a result of its global economic impact, including any recession that has occurred or may occur in the future.

To the extent the COVID-19 pandemic adversely affects our business, financial condition and results of operations, it may also have the effect of heightening many of the other risks described in this "Risk Factors" section.

Large-scale medical emergencies in one or more states in which we operate our business could significantly increase utilization rates, healthcare costs or risk overwhelming and disrupting our systems.

Large-scale medical emergencies can take many forms which may be associated with widespread illness, such as COVID-19, medical conditions or general threats to wellness, as well as availability of clinical staff. Our current markets can, from time to time, be impacted by hurricanes, flooding, earthquakes, wildfires, winter storms and other similar natural events, including as a result of climate change. A significant event of this kind could impact one or more of our markets by affecting outsized portions of our patient population and require increased medical care or intervention, which could result in an unexpected increase in our healthcare costs. Other conditions that could impact our patients include a particularly virulent influenza season, pandemics or epidemics, and other foreign or domestic viruses or new variants of existing viruses for which vaccines may not exist, are not effective or have not been widely administered. The healthcare costs and operating costs associated with assisting our patients in response to any of these large-scale medical emergencies is difficult to predict. However, if one of the states in which we operate were to experience a large-scale natural disaster, a viral epidemic or pandemic or some other large-scale event affecting the health of a large number of our patients, our

operating costs in that state would rise, which could have a material adverse effect on our business, financial condition, cash flows and results of operations.

Risks Related to Legal Proceedings and Governmental Regulations

Laws regulating the corporate practice of medicine could restrict the manner in which we are permitted to conduct our business, and the failure to comply with such laws could subject us to penalties or require a restructuring of our business.

Some of the states in which we currently operate have laws that prohibit lay persons or business entities from directly owning physician practices, practicing medicine, employing physicians to practice medicine, exercising control over medical decisions by physicians or engaging in certain arrangements, such as fee-splitting, with physicians (such activities are generally referred to as the "corporate practice of medicine"). These laws generally prohibit the practice of medicine and certain other health professions by lay persons or entities and are intended to prevent unlicensed persons or entities from interfering with or inappropriately influencing the professional judgment of clinicians and other healthcare practitioners. The professions subject to corporate practice restrictions and the extent to which each jurisdiction considers particular actions or contractual relationships to constitute improper influence of professional judgment vary across jurisdictions and are subject to change and evolving interpretations by state boards of medicine and other health professions and enforcement agencies, among others. The interpretation and enforcement of these laws vary significantly from state to state. Penalties for violations of the corporate practice of medicine vary by state and may result in fines and injunctions, as well as physicians being subject to disciplinary action.

Although we have structured our agreements and arrangements with our affiliated physician groups to avoid breaching corporate practice of medicine limitations, we cannot guarantee that these agreements and arrangements will not be held to be invalid under state laws prohibiting the corporate practice of medicine. If these agreements and arrangements were deemed to be invalid, we may be required to restructure our relationships with physicians and a significant portion of our revenues could be affected, which may result in a material adverse effect on our business, financial condition and results of operations. Any changes to Federal or state law that prohibited such agreements or arrangements could also have a material adverse effect upon our business, financial condition and results of operations.

Our Processing of PII and PHI is subject to federal and state privacy and security regulations, and our failure to comply with those regulations or to adequately secure the information we hold could result in significant liability or reputational harm and, in turn, a material adverse effect on our client base and revenue.

We Process PII, PHI, and other information of consumers, patients, healthcare providers, and others in the course of operating our business. We are and may become subject to numerous rapidly changing and increasingly stringent state and federal laws and regulations that govern the Processing, security, retention, destruction, confidentiality, availability and integrity of PII and PHI, including HIPAA and the CCPA. HIPAA establishes a set of basic national privacy and security standards for the protection of PHI by health plans, healthcare clearinghouses and certain healthcare providers, referred to as covered entities, which includes us, and the business associates as well as their covered subcontractors with whom such covered entities contract for services, which also includes us.

HIPAA requires healthcare providers that engage in certain transactions such as billing insurers, and their business associates and covered subcontractors, to develop and maintain policies and procedures with respect to PHI that is used or disclosed, including the adoption of administrative, physical and technical safeguards to protect such information. HIPAA also implemented the use of standard transaction code sets and standard identifiers that covered entities must use when submitting or receiving certain electronic healthcare transactions, including activities associated with the billing and collection of healthcare claims.

Penalties for failure to comply with a requirement of HIPAA vary significantly depending on the nature of violation and could include significant civil monetary or criminal penalties. HIPAA also authorizes state attorneys general to file suit on behalf of their residents. Courts are able to award damages, costs and attorneys' fees related to violations of HIPAA in such cases. While HIPAA does not create a private right of action allowing individuals to sue us in civil court for violations of HIPAA, its standards have been used as the basis for duty of care in state civil suits such as those for negligence or recklessness in the misuse or breach of PHI.

In addition, HIPAA mandates that the Secretary of HHS conduct periodic compliance audits of HIPAA-covered entities and business associates for compliance with HIPAA. It also tasks HHS with establishing a methodology whereby harmed individuals who were the victims of breaches of unsecured PHI may receive a percentage of the fine paid by the violator under the federal Civil Monetary Penalties Law.

HIPAA further requires that individuals be notified of any unauthorized acquisition, access, use or disclosure of their unsecured PHI that compromises the privacy or security of such information, with certain exceptions related to unintentional or inadvertent use or disclosure by employees or authorized individuals. HIPAA specifies that such notifications must be made "without unreasonable delay and in no case later than 60 calendar days after discovery of the breach," though states and contractual obligations may require us to provide notice within shorter timeframes, such as five days or less. If a breach of unsecured PHI affects 500 individuals or more, it must be reported to HHS without unreasonable delay, and HHS will post the name of the breaching entity on its public web site. Breaches affecting 500 individuals or more in the same state or jurisdiction must also be reported to the local media. If a breach involves fewer than 500 individuals, the covered entity must record it in a log and notify HHS at least annually.

Numerous other federal and state laws protect the Processing, security, retention, destruction, confidentiality, availability and integrity of, and may otherwise limit and restrict how we can use, PII and PHI. These laws in many cases are more restrictive than, and may not be preempted by, the HIPAA rules and may be subject to varying interpretations by courts and government agencies, creating complex compliance issues for us and our clients and providers and potentially exposing us to additional expense, adverse publicity and liability. For example, the CCPA, which took effect on January 1, 2020 requires covered businesses that collect information on California residents to inform consumers about their data collection, use and sharing practices, to allow consumers to opt out of sales of their data to third parties, and exercise certain individual rights regarding their personal information. The CCPA also provides a cause of action for data breaches involving certain types of personal information and provides for penalties for noncompliance of up to $7,500 per willful violation. The CCPA is expected to increase class action litigation and result in significant exposure to costly legal judgements and settlements. Although the CCPA contains a broad exemption for personal information subject to HIPAA, there continues to be considerable uncertainty about how the CCPA will be interpreted and enforced.

Additionally, a new California ballot initiative, the California Privacy Rights Act, or CPRA, was approved by the electorate in November 2020, and will take effect on January 1, 2023. CPRA imposes additional obligations on companies doing business in California, including to provide additional consumer rights with respect to their data. It creates a new California data protection agency specifically tasked to enforce the law, which will likely result in increased regulatory scrutiny of California businesses in the areas of privacy and security.

In addition, on March 2, 2021, Virginia enacted the Consumer Data Protection Act, or CPDA. The CDPA will take effect on January 1, 2023. The CDPA is a comprehensive privacy statute that shares similarities with the CCPA and CPRA.

Similar laws have been proposed in other states and at the federal level that could impose new obligations that may apply to our business and the information that we Process, and which may have potentially conflicting requirements that would make compliance challenging. Such changes may also require us to modify our products and features, may limit our ability to develop new products and features that make use of the data that we collect

about our patients, may require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data and could result in increased compliance costs and/or changes in business practices and policies.

New health information standards, whether implemented pursuant to HIPAA, state or federal legislative action or otherwise, could have a significant effect on the manner in which we must handle healthcare-related data, and the cost of complying with standards could be significant. If we do not comply with applicable existing or new laws and regulations related to PHI, we could be subject to significant criminal or civil sanctions.

Foreign laws and regulations pertaining to privacy and data security−including in Europe, Brazil and Japan−are also undergoing rapid change, have become increasingly stringent in recent years, and proposals for similar laws and regulations are being considered in several major foreign countries. Many of these countries are also beginning to impose or increase restrictions on the transfer of personal information to other countries. Restrictions relating to privacy and data security in these countries may limit the products and services we can offer in them, which in turn may limit demand for our services in such countries and our ability to enter into and operate in new geographic markets.

We also publish a website privacy policy, a notice of privacy practices to our consumers that describes how our affiliated healthcare providers handle and protect PHI, and other documentation regarding our Processing of information. Any failure or perceived failure to comply with our published policies could result in claims of deceptive practices brought against us, which could lead to significant liabilities and consequences. Furthermore, the Federal Trade Commission and many state attorneys general continue to enforce federal and state consumer protection laws against companies for online collection, use, dissemination and security practices that appear to be unfair or deceptive.

Despite our efforts, we may not be successful in complying with the rapidly evolving privacy and security requirements discussed above. Any violation or perceived violation of our obligations related to privacy or security could result in litigation and proceedings against us by governmental entities, clients, or others; fines; civil or criminal penalties; limited ability or inability to operate our business, offer services, or market our platform in certain jurisdictions; negative publicity and harm to our brand and reputation; and reduced overall demand for our platform. Such occurrences could have an adverse effect on our business, financial condition or results of operations.

If we fail to comply with certain healthcare laws, including fraud and abuse laws, we could face substantial penalties and our business, financial condition and results of operations could be adversely affected.

Our business segments are highly regulated, and we are subject to broadly applicable state fraud and abuse and other federal and state healthcare laws and regulations. These laws require significant compliance oversight, which can have the effect of constraining our businesses, financial arrangements and relationships through which we conduct our operations. Laws and regulations which particularly affect our business, financial condition and results of operations, include the following:

The state anti-kickback statutes, which generally prohibit, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or providing any remuneration (including any kickback, bribe or certain rebates), directly or indirectly, overtly or covertly, in cash or in kind, in return for, either the referral of an individual or the purchase, lease or order or arranging for or recommending the purchase, lease or order of any healthcare good, facility, item or service. State anti-kickback statutes have been interpreted to apply to, among others, financial arrangements between entities that have the ability to refer and generate healthcare business. There are a number of statutory and regulatory exceptions protecting some common activities from prosecution. Our practices may not in all cases meet all of the criteria for protection under a statutory or regulatory exception. Generally, a person or entity does not need to have actual knowledge of the state anti-kickback statutes or specific intent to violate them in order to have committed a violation;

HIPAA, which created additional federal criminal statutes that prohibit, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud or to obtain, by means of false or fraudulent pretenses, representations or promises, any money or property owned by, or under the control or custody of, any healthcare benefit program; willingly obstructing a criminal investigation of a healthcare offense; and knowingly and willfully falsifying, concealing or covering up by trick, scheme or device, a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. A person or entity need not have actual knowledge of the statute or specific intent to violate it in order to have committed a violation; and

State professional practice and licensing standards, including appropriate supervision of healthcare professionals, which may vary significantly by state.

In addition, should we become a participating provider or otherwise bill any federal healthcare program, such as Medicare or Medicaid, for our services, we will become subject to additional federal fraud and abuse, false claims and federal physician self-referral laws.

Furthermore, we are mindful that the fact of physicians prescribing, particularly if conducted across state lines, could potentially be subject to certain pharmacy and board of medicine regulations. Each state has its own regulations concerning physician and other clinical staff dispensing. In addition, each state has a board of medicine that regulates prescribing and board of pharmacy that regulates the sale and distribution of drugs and other therapeutic agents, labeling, counseling and other such activities. Some states require a clinic and/or physician or advance practitioner provider to obtain a license to dispense prescription products. There can be no assurance that we will be able to comply with the regulations of particular states into which we may expand or that we will be able to maintain compliance with the states in which we currently distribute our products. However, while physician dispensing of medications for profit is allowed in most states, it is limited in a few states. It is possible that certain states may enact further legislation or regulations prohibiting, restricting or further regulating physician dispensing. Our inability to maintain compliance with these regulations may adversely affect our results of operations.

Ensuring business arrangements with third parties comply with applicable healthcare laws and regulations is a costly endeavor. If our operations are found to be in violation of any of the federal and state healthcare laws described above or any other current or future governmental regulations that apply to us, we may be subject to significant penalties, including without limitation, civil, criminal and/or administrative penalties, damages, fines, disgorgement, individual imprisonment, reputational harm, administrative burdens, diminished profits and future earnings, additional reporting obligations and oversight or other agreement to resolve allegations of non-compliance with these laws, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations, divert staff attention, and/or be costly. In addition, if any of the physicians or other providers or entities with whom we do business are found to be in violation of applicable laws, they also may be subject to significant civil, criminal and administrative sanctions.

Complying with federal and state regulations pertaining to laboratory licensing is an expensive and time-consuming process, and any failure to comply could result in substantial penalties or our inability to operate.

We and our affiliated entities may be subject to the Clinical Laboratory Improvement Amendments, or CLIA, a federal law regulating clinical laboratories that perform testing on specimens derived from humans for the purpose of providing information for the diagnosis, prevention or treatment of disease. CLIA is intended to ensure the quality and reliability of clinical laboratories in the United States by mandating specific standards in the areas of personnel qualifications, administration, and participation in proficiency testing, patient test management, quality control, quality assurance and inspections. Under CLIA, we and our affiliated entities may be required to hold a certificate applicable to the type of laboratory tests performed and comply with standards applicable to our operations, including test processes, personnel, facilities administration, equipment maintenance, recordkeeping, quality systems and proficiency testing, which are intended to ensure, among other things, that clinical laboratory testing services are accurate, reliable and timely.

To renew CLIA certificates, we and our affiliated entities may be subject to survey and inspection every two years to assess compliance with program standards, as well as additional unannounced inspections. Laboratories performing high complexity testing are required to meet more stringent requirements than laboratories performing less complex tests. In addition, a laboratory that is certified as "high complexity" under CLIA may develop, manufacture, validate and use LDTs. CLIA requires analytical validation including accuracy, precision, specificity, sensitivity and establishment of a reference range for any LDT used in clinical testing. The regulatory and compliance standards applicable to the testing we or our affiliated entities may perform may change over time, and any such changes could have a material effect on our business. Penalties for non-compliance with CLIA requirements include a range of enforcement actions, including suspension, limitation or revocation of the laboratory' s CLIA certificate, as well as directed plan of correction, state on-site monitoring, civil monetary penalties, civil injunctive suit or criminal penalties.

In addition to federal certification requirements of laboratories under CLIA, CLIA provides that states may adopt laboratory regulations and licensure requirements that are more stringent than those under federal law. A number of states have implemented their own more stringent laboratory regulatory requirements. Such laws, among other things, establish standards for the day-to-day operation of a clinical laboratory, including the training and skills required of personnel and quality control.

If we or an affiliated entity were to lose a CLIA certification, whether as a result of a revocation, suspension or limitation, such entity would no longer be able to offer tests, which would limit our revenues and seriously harm our business. If we or an affiliated entity were to lose, or fail to obtain, a license in any other state where such entity is required to hold a license, we or an affiliated entity would not be able to test specimens from those states, which also could limit our revenues and seriously harm our business.

The ongoing challenges and changes to the ACA and related laws and regulations could adversely affect our business, financial condition and results of operations.

Changes to, or repeal of, portions or the entirety of the Patient Protection and Affordable Care Act of 2010, as amended by the Healthcare and Education Reconciliation Act of 2010, collectively referred to as the ACA, as well as judicial interpretations in response to legal and other constitutional challenges, could materially and adversely affect our business and financial position and results of operations. Even if the ACA is not amended or repealed, elected and appointed officials could continue to propose changes impacting the ACA, which could materially and adversely affect our business, financial condition and results of operations.

There have been significant efforts to repeal, or limit implementation of, certain provisions of the ACA. Such initiatives include the reduction to $0 the financial penalty associated with not complying with the ACA' s individual mandate effective in 2019, as well as easing of the regulatory restrictions placed on short-term limited duration insurance and association health plans, some or all of which may provide fewer benefits than the traditional ACA-mandated insurance benefits. In December 2018, a federal district court held that the ACA' s individual mandate requirement was essential to the ACA, such that the ACA could not remain in place without it. On appeal, the Fifth Circuit U.S. Court of Appeals held that the individual mandate is unconstitutional and remanded the case to the lower court to reconsider its earlier invalidation of the full ACA. Following an appeal made by certain defendants, on June 17, 2021, the U.S. Supreme Court dismissed the plaintiffs' challenge to the ACA without specifically ruling on the constitutionality of the ACA. Prior to the Supreme Court' s decision, President Biden issued an Executive Order to initiate a special enrollment period from February 15, 2021 through August 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The Executive Order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It is unclear how other healthcare reform measures of the Biden administrations or other efforts, if any, to challenge repeal or replace the ACA, will impact our business, products, services and relationships with our clients and PCPs. The legal challenges

regarding the ACA, including a federal district court decision invalidating the ACA in its entirety, which judgment has been stayed pending appeal, continue to contribute to this uncertainty. Further regulations and modifications to the ACA at the federal or state level, including any judicial invalidation of the ACA, could have significant effects on our business and future operations, some of which may adversely affect our business, financial condition and results of operations. The ACA also established significant subsidies to support the purchase of health insurance by individuals, in the form of advanced premium tax credits, or APTCs, available through Health Insurance Marketplaces. There have been efforts to eliminate cost sharing subsidies and/or refusal to fund such subsidies. Although individuals would still be able to purchase coverage, possibly through marketplaces that continue to be maintained by certain states or by purchasing coverage directly from an insurer, the elimination of subsidies would make such coverage unaffordable to some individuals and could thereby reduce overall membership and impact marketplace enrollment.

As the regulatory and legislative environments within which we operate are evolving, we may not be able to ensure timely compliance with such changes due to limited resources. We may further face challenges prioritizing the allocation of resources between implementing systems responsive to new legislative or regulatory requirements, focusing on growth-related operations and implementing management systems and controls related to becoming a public company. If our operations are found to be in violation of any of the federal and state regulations that apply to us, we may be subject to significant penalties that curtail our operations, which could adversely affect our ability to operate our business, financial condition and our results of operations. We continue to evaluate the effect that the ACA and its possible modifications, repeal and replacement has on our business.

We could be subject to significant state regulation and potential sanctions if our healthcare benefits program is deemed to be a multiple employer welfare arrangement.

For the purposes of managing and providing employee healthcare benefits, we have treated ourselves as a single employer under Section 3(5) of the Employee Retirement Income Security Act of 1974, as amended, or ERISA, with respect to the healthcare benefits we offer to our employees and the employees of certain of our managed entities, collectively referred to as the Unrelated Entities. The Department of Labor, or DOL, and/or individual states where such employees are located could disagree with the position that we are a single employer, and therefore may consider our healthcare benefits program to be a multiple employer welfare arrangement, or MEWA. If our healthcare benefits program is determined to be a MEWA, we may be subject to regulation by state insurance commissions and additional regulations under ERISA and the Code. In addition, our cost to manage the state-by-state regulatory environment for the self-funded portion of our healthcare benefits program would be prohibitive. The penalties related to inadvertently maintaining a MEWA may be costly and have a material adverse effect on our business operations and financial position. In addition, if our healthcare benefits program is determined to be a MEWA, civil and/or criminal sanctions are possible.

From time to time we are and may be subject to litigation, administrative proceedings or investigations, which could be costly to defend and could strain corporate resources or harm our business.

Legal proceedings and claims that may arise in the ordinary course of business, such as claims brought by patients, and providers, clients, consultants and vendors in connection with commercial disputes or employment claims made by our current or former associates could strain corporate responses and involve significant costs. In addition, from time to time, we are and may be subject to government requests or investigations, including market conduct examinations and requests for information, from various government agencies, regulatory authorities, states attorneys general and other governmental authorities. In particular, investigating and prosecuting healthcare and other insurance fraud, waste and abuse has been of special interest to government authorities in the United States. With respect to healthcare, fraud, waste and abuse prohibitions constitute a spectrum of activities, such as kickbacks for referral of consumers, improper marketing and violations of patient privacy rights and anti-kickback violations. Regulators have recently increased their scrutiny of healthcare providers, in particular, and there have been a number of investigations, prosecutions, convictions and settlements in the healthcare industry.

Litigation and audits, investigations or reviews by governmental authorities or regulators or compliance with applicable laws may result in fines, substantial costs, and potentially, the loss of a license, and may divert management' s attention and strain corporate resources, which may substantially harm our business, financial condition and results of operations. While we maintain general liability, umbrella, managed care errors and omissions and employment practices liability coverage, as well as other insurance, we cannot provide assurance that such insurance will cover such claims or provide sufficient payments to cover all of the costs to resolve one or more such claims and will continue to be available on terms acceptable to us, if available at all. It is possible that resolution of some matters against us may result in our having to pay significant fines, judgments or settlements that exceed the limits of our insurance policies. Further, settlements with governmental authorities or regulators could contain additional compliance and reporting requirements as part of a consent decree or settlement agreement, such as corporate integrity agreements, which could significantly increase our regulatory and compliance costs. Additionally, governmental or regulatory authorities could review our payment practices, including as part of their market conduct oversight, which could result in fines or other enforcement actions if such authorities determine that our payment practices do not comply with state laws and regulations. Any of the foregoing could adversely affect our business, financial condition and results of operations, thereby harming our business.

We are subject to inspections, reviews, audits and investigations under federal and state government programs. The results of such audits could adversely and negatively affect our business, including our results of operations, liquidity, financial condition and reputation.

From time to time we are subject to various state and federal governmental inspections, reviews, audits and investigations to verify our financial and/or operational compliance with governmental rules and regulations governing the products and services we sell. We also periodically conduct internal audits and reviews of our regulatory compliance. An adverse inspection, review, audit or investigation could result in:

state or federal agencies imposing fines, penalties and other sanctions on us;

temporary suspension of payment for new clients to the facility or agency;

damage to our reputation;

staff distractions in correcting and resolving;

the revocation of an agency' s license; and

loss of certain rights under, or termination of, our contracts with clients and PCPs.

Our employees, independent contractors, partners, suppliers and other third parties may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements, which could expose us to liability and hurt our reputation.

We are exposed to the risk that our employees, independent contractors, healthcare providers, partners, suppliers and others may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or disclosure of unauthorized activities to us that violates laws and regulations that we are subject to, including, without limitation, healthcare fraud and abuse laws or laws that require the true, complete and accurate reporting of financial information or data. Such activities could result in significant regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. In addition, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred.

If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business and financial results, including, without

limitation, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, reputational harm and adverse impact on profitability and our operations, any of which could adversely affect our business, financial condition and results of operations.

Risks Related to our Financial Statements

We have identified a material weakness in our internal control over financial reporting.

Prior to this offering, we were a private company and had limited accounting and financial reporting personnel and other resources with which to address our internal controls and related procedures. In connection with the audit of our consolidated financial statements for the years ended December 31, 2020 and 2019, we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness in our case arose from an insufficient number of trained accounting and financial reporting personnel, lack of an effective risk assessment process and an ineffective process to identify, capture and process relevant information for financial accounting and reporting. If we are unable to remedy our material weakness, or if we generally fail to establish and maintain effective internal controls appropriate for a public company, we may be unable to produce timely and accurate financial statements, and we may conclude that our internal control over financial reporting is not effective, which could adversely impact our investors' confidence and our stock price.

Failure to comply with requirements to design, implement and maintain effective internal controls could have a material adverse effect on our business and stock price.

As a privately held company, we were not required to evaluate our internal control over financial reporting in a manner that meets the standards applicable to publicly traded companies required by Section 404(a) of the SOX, or Section 404. As a public company, we will have significant requirements for enhanced financial reporting and internal controls. The process of designing and implementing effective internal controls is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain a system of internal controls that is adequate to satisfy our reporting obligations as a public company. If we are unable to establish or maintain appropriate internal financial reporting controls and procedures, it could cause us to fail to meet our reporting obligations on a timely basis, result in material misstatements in our consolidated financial statements and harm our results of operations. In addition, we will be required, pursuant to Section 404, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting in the second annual report following the completion of this offering. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. The rules governing the standards that must be met for our management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. Testing internal controls may divert our management' s attention from other matters that are important to our business. Our independent registered public accounting firm will be required to issue an attestation report on effectiveness of our internal controls following the completion of this offering.

In connection with the implementation of the necessary procedures and practices related to internal control over financial reporting, we may identify deficiencies that we may not be able to remediate in time to meet the deadline imposed by the SOX for compliance with the requirements of Section 404. In addition, we may encounter problems or delays in completing the remediation of any deficiencies identified by our independent registered public accounting firm in connection with the issuance of their attestation report.

Our testing, or the subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses. A

material weakness in internal controls could result in our failure to prevent or detect a material misstatement of our annual or quarterly consolidated financial statements or disclosures. We may not be able to conclude on an ongoing basis that we have effective internal controls over financial reporting in accordance with Section 404. If we are unable to conclude that we have effective internal controls over financial reporting, investors could lose confidence in our reported financial information, which could have a material adverse effect on the trading price of our common stock.

Changes in tax law could adversely affect our business, financial condition and results of operations.

The rules dealing with U.S. federal, state and local income taxation are constantly under review by persons involved in the legislative process and by the Internal Revenue Service and the U.S. Treasury Department. Changes to tax laws (which changes may have retroactive application) could adversely affect us or holders of our common stock. In recent years, many such changes have been made and changes are likely to continue to occur in the future. Future changes in tax laws could have a material adverse effect on our business, cash flow, financial condition or results of operations. We urge investors to consult with their legal and tax advisers regarding the implications of potential changes in tax laws on an investment in our common stock.

Our ability to use our net operating loss carryforwards to offset future taxable income may be subject to certain limitations.

As of December 31, 2020, we had outstanding federal net operating losses, or NOLs, of approximately $54.9 million and outstanding state NOLs of approximately $32.3 million, which are available to reduce future taxable income. All of our federal NOLs, may be carried forward indefinitely under the Tax Cuts and Jobs Act of 2017 tax reform legislation, but utilization is limited to 80% of our taxable income (with certain modifications) for all tax years after 2020. These carryforwards that may be utilized in a future period may be subject to limitations based upon changes in the ownership of our stock in a future period, including in connection with this offering. Our carryforwards are subject to review and possible adjustment by the appropriate taxing authorities.

In addition, in general, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, and corresponding provisions of state law, a corporation that undergoes an "ownership change," generally defined as a greater than 50 percentage point change (by value) in its equity ownership by certain stockholders over a three year period, is subject to limitations on its ability to utilize its pre-change NOLs, research and development tax credit carryforwards and disallowed interest expense carryforwards to offset future taxable income. We may have experienced ownership changes in the past, and we may experience ownership changes in the future as a result of this offering and/or subsequent changes in our stock ownership (which may be outside our control). As a result, if, and to the extent that, we earn net taxable income, our ability to use our pre-change NOLs, research and development tax credit carryforwards and disallowed interest expense carryforwards to offset such taxable income may be subject to limitations. In addition, under current law, NOLs from tax years that began after December 31, 2017 may offset no more than 80% of current taxable income annually for taxable years beginning after December 31, 2020. NOLs arising in tax years ending after December 31, 2017 can be carried forward indefinitely.

Incorrect estimates or judgments relating to our critical accounting policies could have a material adverse effect on our financial condition and results of operations.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in Item 7 "Management' s Discussion and Analysis of Financial Condition and Results of Operations−Critical Accounting Policies and Significant Judgments and Estimates." The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities, and equity and the amount of revenue and expenses that are not readily apparent from other sources. Significant

assumptions and estimates used in preparing our consolidated financial statements include those related to revenue recognition, determination of useful lives for property and equipment, allowance for doubtful accounts, valuations related to share-based compensation, contingent liabilities and income taxes. Our results of operations may be harmed if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of our common stock.

Our balance sheet includes significant amounts of goodwill and intangible assets. The impairment of a significant portion of these assets would negatively affect our business, financial condition and results of operations.

A significant portion of our total assets consists of goodwill and intangible assets. Goodwill and intangible assets, net, together accounted for approximately 66% of total assets on our balance sheet as of December 31, 2020. We evaluate goodwill and intangible assets for impairment annually in the fourth quarter and whenever events or circumstances make it more likely than not that impairment may have occurred. Under current accounting rules, any determination that impairment has occurred would require us to record an impairment charge, which would adversely affect our earnings. An impairment of a significant portion of goodwill or intangible assets could adversely affect our business, financial condition and results of operations.

Changes in accounting standards issued by the Financial Accounting Standards Board, or FASB, or other standard-setting bodies may adversely affect trends and comparability of our financial results.

We are required to prepare our financial statements in accordance with GAAP, which is periodically revised and/or expanded. From time to time, we are required to adopt new or revised accounting standards issued by recognized authoritative bodies, including the FASB and the SEC. It is possible that future accounting standards we are required to adopt may require additional changes to the current accounting treatment that we apply to our financial statements and may result in significant changes to our results, disclosures and supporting reporting systems. Such changes could result in a material adverse impact on our results of operations and financial condition.

Risks Related to this Offering and Ownership of Our Common Stock

No market currently exists for our common stock, and an active, liquid trading market for our common stock may not develop, which may cause our common stock to trade at a discount from the initial public offering price and make it difficult for you to sell the common stock you purchase.

Prior to this offering, there has not been a public market for our common stock. We cannot predict the extent to which investor interest in us will lead to the development of a trading market on the or otherwise or how active and liquid that market may become. If an active and liquid trading market does not develop or continue, you may have difficulty selling any shares of our common stock that you purchase. The initial public offering price for the shares has been determined by negotiations between us and the underwriters and may not be indicative of prices that will prevail in the open market following this offering. The market price of our common stock may decline below the initial public offering price, and you may not be able to sell your shares of our common stock at or above the price you paid in this offering, or at all.

Our stock price may be volatile, and the value of our common stock may decline.

The market price of our common stock may be highly volatile and may fluctuate or decline substantially as a result of a variety of factors, some of which are beyond our control or are related in complex ways, including:

- actual or anticipated fluctuations in our financial condition and operating results;
- variance in our financial performance from expectations of securities analysts or investors;

changes in the pricing we offer our clients;

changes in our projected operating and financial results;

the impact of COVID-19 on our financial performance, financial condition and results of operations, and the financial performance and financial condition of our clients, on our payers, and others;

the impact of protests and civil unrest;

our relationships with our clients and any changes to or terminations of our contracts with our clients;

changes in laws or regulations applicable to our business model and services;

announcements by us or our competitors of significant business developments, acquisitions, or new offerings;

publicity associated with issues with our services and technology platform;

our involvement in litigation, including medical malpractice claims and consumer class action claims;

any governmental investigations or inquiries into or challenges to our relationships with the PCs or to our relationships with our clients;

future sales of our common stock or other securities, by us or our stockholders, as well as the anticipation of lock-up releases;

changes in senior management or key personnel;

developments or disputes concerning our intellectual property or other proprietary rights;

allegations that we have infringed, misappropriated or otherwise violated any intellectual property of any party;

changes in accounting standards, policies, guidelines, interpretations or principles;

actual or anticipated developments in our business, our competitors' businesses or the competitive landscape generally, including competition or perceived competition from well-known and established companies or entities;

the trading volume of our common stock;

changes in the anticipated future size and growth rate of our market;

rates of unemployment; and

general economic, regulatory, and market conditions, including economic recessions or slowdowns.

Broad market and industry fluctuations, as well as general economic, political, regulatory, and market conditions, may negatively impact the market price of our common stock.

You will incur immediate and substantial dilution in the net tangible book value of the shares you purchase in this offering.

The initial public offering price of our common stock is higher than the net tangible book value per share of outstanding common stock prior to completion of this offering. Based on our net tangible book value as of December 31, 2020, upon the issuance and sale of shares of common stock by us at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the front cover of this prospectus, if you purchase our common stock in this offering, you will suffer immediate and substantial dilution of approximately $ per share in net tangible book value. Dilution is the amount by which the offering price paid by purchasers of our common stock in this offering will exceed the pro forma net tangible book value per share of our common stock upon completion of this offering. A total of shares of

common stock have been reserved for future issuance under the 2021 Plan, respectively. You will experience additional dilution upon the issuance by us of shares of our common stock issuable to NEA pursuant to the Management Consulting Agreement and future equity issuances or the exercise of stock options to purchase common stock granted to our directors, officers and employees under our current and future stock incentive plans, including the 2021 Plan. See "Dilution and "Certain Relationships and Related Party Transactions−NEA/Paladina Acquisition."

Future sales, or the perception of future sales, by us or our existing stockholders in the public market following this offering could cause the market price for our common stock to decline.

After this offering, the sale of shares of our common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of shares of our common stock. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

Upon consummation of this offering, we will have a total of shares of common stock outstanding. All shares sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except for any shares purchased by our affiliates, as that term is defined under Rule 144 of the Securities Act, or Rule 144, including our directors, executive officers and other affiliates, which may be sold only in compliance with the limitations described in "Shares Eligible for Future Sale," and any shares purchased in our directed share program which are subject to the lock-up agreements described in "Underwriting."

The shares held by our directors, officers, employees and affiliates immediately following the consummation of this offering (or if the underwriters exercise in full their option to purchase additional shares) will represent approximately % of our total outstanding shares of common stock following this offering (or % if the underwriters exercise in full their option to purchase additional shares), based on the number of shares outstanding as of , 2021, assuming an initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of the prospectus). Such shares will be "restricted securities" within the meaning of Rule 144 and subject to certain restrictions on resale following the consummation of this offering. Restricted securities may be sold in the public market only if they are registered under the Securities Act or are sold pursuant to an exemption from registration such as Rule 144, as described in "Shares Eligible for Future Sale."

In connection with this offering, we, our directors, executive officers and significant equityholders have each agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of our or their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date days after the date of this prospectus, except with the prior written consent of Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC, on behalf of the underwriters. All remaining holders of common stock or securities convertible into or exchangeable for shares of common stock outstanding immediately prior to the consummation of this offering are subject to a market standoff agreement with us that restricts certain transfers of such securities for at least days after the date of this prospectus. See "Underwriting" for a description of these lock-up agreements and market standoff agreements.

Upon the expiration of the contractual lock-up and market standoff agreements pertaining to this offering, an additional shares will be eligible for sale in the public market (or shares if the underwriters exercise in full their option to purchase additional shares), of which are held by directors, executive officers and other affiliates and will be subject to volume, manner of sale and other limitations under Rule 144 (or if the underwriters exercise in full their option to purchase additional shares), excluding, in each case, shares of restricted common stock that are unvested as of the date of this prospectus, assuming an initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus). Following completion of this offering, shares covered by registration rights would represent

approximately % of our outstanding common stock (or %, if the underwriters exercise in full their option to purchase additional shares), assuming an initial public offering price of $ per share (the midpoint of the estimated price range set forth on the cover page of this prospectus). Registration of any of these outstanding shares of common stock would result in such shares becoming freely tradable without compliance with Rule 144 upon effectiveness of the registration statement. See "Shares Eligible for Future Sale."

As restrictions on resale end or if these stockholders exercise their registration rights, the market price of our shares of common stock could drop significantly if the holders of these shares sell them or are perceived by the market as intending to sell them. These factors could also make it more difficult for us to raise additional funds through future offerings of our shares of common stock or other securities.

In addition, the shares of our common stock reserved for future issuance under the 2021 Plan will become eligible for sale in the public market once those shares are issued, subject to provisions relating to various vesting agreements, lock-up agreements and Rule 144, as applicable. A total of shares of common stock have been reserved for future issuance under the 2021 Plan.

In the future, we may also issue our securities in connection with investments or acquisitions. The amount of shares of our common stock issued in connection with an investment or acquisition could constitute a material portion of our then-outstanding shares of our common stock. Any issuance of additional securities in connection with investments or acquisitions may result in additional dilution to you.

We currently do not intend to declare dividends on our common stock in the foreseeable future and, as a result, your returns on your investment may depend solely on the appreciation of our common stock.

We currently do not expect to declare any dividends on our common stock in the foreseeable future. Instead, we anticipate that all of our earnings in the foreseeable future will be used to provide working capital, to support our operations and to finance the growth and development of our business. Any determination to declare or pay dividends in the future will be at the discretion of our board of directors, subject to applicable laws and dependent upon a number of factors, including our earnings and overall financial condition. Accordingly, your only opportunity to achieve a return on your investment in our company may be if the market price of our common stock appreciates and you sell your shares at a profit. The market price for our common stock may never exceed, and may fall below, the price that you pay for such common stock.

Our quarterly operating results fluctuate and may fall short of prior periods, our projections or the expectations of securities analysts or investors, which could materially adversely affect our stock price.

Our operating results have fluctuated from quarter to quarter at points in the past, and they may do so in the future. Therefore, results of any one fiscal quarter are not a reliable indication of results to be expected for any other fiscal quarter or for any year. If we fail to increase our results over prior periods, to achieve our projected results or to meet the expectations of securities analysts or investors, our stock price may decline, and the decrease in the stock price may be disproportionate to the shortfall in our financial performance. Results may be affected by various factors, including those described in these risk factors.

If securities analysts do not publish research or reports about our business or if they downgrade our stock or our sector, our stock price and trading volume could decline.

The trading market for our common stock will rely in part on the research and reports that industry or financial analysts publish about us or our business or industry. We do not control these analysts. If no securities analysts commence coverage of us, or if one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, we could lose visibility in the market, which in turn could cause our stock price or trading volume to decline. Furthermore, if one or more of the analysts who do cover us were to downgrade our stock or our industry, or the stock of any of our competitors, or publish inaccurate or unfavorable research about our business or industry, the price of our stock could decline.

Our management may spend the proceeds of this offering in ways with which you may disagree or that may not be profitable.

Although we anticipate using the net proceeds from the offering as described under "Use of Proceeds," we will have broad discretion as to the application of the net proceeds and could use them for purposes other than those contemplated by this offering. You may not agree with the manner in which our management chooses to allocate and spend the net proceeds. Our management may use the proceeds for corporate purposes that may not increase our profitability or otherwise result in the creation of stockholder value. In addition, pending our use of the proceeds, we may invest the proceeds primarily in instruments that do not produce significant income or that may lose value.

Provisions in our organizational documents could delay or prevent a change of control.

Certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws may have the effect of delaying or preventing a merger, acquisition, tender offer, takeover attempt or other change of control transaction that a stockholder might consider to be in its best interest, including attempts that might result in a premium over the market price of our common stock. These provisions will provide for, among other things: the authorization of undesignated preferred stock, the terms of which may be established and shares of which may be issued without stockholder approval; and advance notice requirements for stockholder proposals. These provisions could make it more difficult for a third party to acquire us, even if the third party' s offer may be considered beneficial by many of our stockholders. As a result, our stockholders may be limited in their ability to obtain a premium for their shares. See "Description of Capital Stock."

Our amended and restated bylaws will provide that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the sole and exclusive forums for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our current and former directors, officers, employees or stockholders.

Our amended and restated bylaws will provide, subject to limited exceptions, that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for state law claims for any (i) derivative action or proceeding brought on behalf of our company, (ii) action asserting a claim of breach of a fiduciary duty owed by any of our current or former directors, officers, employees or stockholders to the Company or our stockholders, (iii) action asserting a claim arising pursuant to any provision of the DGCL, or our amended and restated certificate of incorporation or our amended and restated bylaws (as either might be amended from time to time) (including the interpretation, validity or enforceability thereof); or (iv) action asserting a claim governed by the internal affairs doctrine of the State of Delaware, or the Delaware Forum Provision. The Delaware Forum Provision will not apply to any causes of action arising under the Securities Act or the Exchange Act. Our amended and restated bylaws further provide that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, or the Federal Forum Provision. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to the forum provisions in our amended and restated bylaws; provided, however, that stockholders cannot and will not be deemed to have waived our compliance with the U.S. federal securities laws and the rules and regulations thereunder.

The Delaware Forum Provision and the Federal Forum Provision in our bylaws may impose additional litigation costs on stockholders in pursuing any such claims. Additionally, these forum selection clauses may limit our stockholders' ability to bring a claim in a judicial forum that they find favorable for disputes with us or our directors, officers or employees, which may discourage the filing of lawsuits against us and our directors, officers and employees, even though an action, if successful, might benefit our stockholders. In addition, while the Delaware Supreme Court ruled in March 2020 that federal forum selection provisions purporting to require claims under the Securities Act be brought in federal court are "facially valid" under Delaware law, there is

uncertainty as to whether other courts will enforce our Federal Forum Provision. If the Federal Forum Provision is found to be unenforceable, we may incur additional costs associated with resolving such matters. The Federal Forum Provision may also impose additional litigation costs on stockholders who assert that the provision is not enforceable or invalid. The Court of Chancery of the State of Delaware and the federal district courts of the United States may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders.

Our board of directors will be authorized to issue and designate shares of our preferred stock in additional series without stockholder approval.

Our amended and restated certificate of incorporation will authorize our board of directors, without the approval of our stockholders, to issue shares of our preferred stock, subject to limitations prescribed by applicable law, rules and regulations and the provisions of our amended and restated certificate of incorporation, as shares of preferred stock in series, to establish from time to time the number of shares to be included in each such series and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof. The powers, preferences and rights of these additional series of preferred stock may be senior to or on parity with our common stock, which may reduce its value.

We will incur increased costs as a result of operating as a publicly traded company, and our management will be required to devote substantial time to new compliance initiatives.

As a publicly traded company, we will incur additional legal, accounting and other expenses that we did not previously incur. Although we are currently unable to estimate these costs with any degree of certainty, they may be material in amount. In addition, the SOX, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the rules of the SEC, and the stock exchange on which our shares of common stock are listed, have imposed various requirements on public companies. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives as well as investor relations. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to incur additional costs to maintain the same or similar coverage.

We are an emerging growth company and our compliance with the reduced reporting and disclosure requirements applicable to emerging growth companies could make our common stock less attractive to investors.

We are an emerging growth company, as defined in the JOBS Act, and we expect to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including the auditor attestation requirements of Section 404 reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved and extended adoption period for accounting pronouncements. We cannot predict whether investors will find our common stock less attractive as a result of our reliance on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. All statements of historical fact included in this prospectus regarding our strategy, future operations, financial position, estimated revenues and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as "may," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements described under the heading "Risk Factors" included in this prospectus. These forward-looking statements are based on management' s current beliefs, based on currently available information as to the outcome and timing of future events. Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- our future financial performance, including our expectations regarding our revenue, annual recurring revenue, gross profit or gross margin, operating expenses, ability to generate cash flow, revenue mix and ability to maintain future profitability;
- anticipated trends and growth rates in our business and in the markets in which we operate;
- our ability to maintain and expand our client base and our partner network;
- our ability to contract with care providers and arrange for the provision of quality care;
- the impact of the COVID-19 pandemic on our business and results of operations;
- our ability to anticipate market needs and successfully develop new and enhanced solutions to meet those needs;
- our ability to hire and retain necessary qualified employees to grow our business and expand our operations;
- the evolution of technology affecting our applications, platform and markets;
- our ability to adequately protect our intellectual property;
- our ability to operate, update or implement our technology platform and other information technology systems;
- our ability to retain key executives;
- our ability to service our debt obligations; and
- our anticipated uses of the net proceeds from this offering.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this prospectus.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled "Risk Factors" and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and you are cautioned not to unduly rely upon these statements.

MARKET AND INDUSTRY DATA

Unless otherwise indicated, information contained in this prospectus concerning our industry and the market in which we operate, including our general expectations and market position, market opportunity and market size, is based on information from various sources, on assumptions that we have made that are based on those data and other similar sources and on our knowledge of the markets for our solutions. While we believe that each of these sources is reliable, we have not independently verified market and industry data from third-party sources. In addition, the industry in which we operate, as well as the projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate, are subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled "Risk Factors" and elsewhere in this prospectus, that could cause results to differ materially from those expressed in these publications and reports. The content of these sources, except to the extent specifically set forth in this prospectus, does not constitute a portion of this prospectus and is not incorporated herein.

Certain information in the text of this prospectus is contained in independent industry publications and publicly available reports. Certain of these publications, studies and reports were published before the COVID-19 pandemic and therefore do not reflect any impact of COVID-19 on any specific market or globally.

USE OF PROCEEDS

We estimate that the net proceeds from the sale of shares of our common stock that we are selling in this offering will be approximately $ million (or approximately $ million if the underwriters' option to purchase additional shares is exercised in full), assuming an initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus), after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus) would increase or decrease, as applicable, the net proceeds that we receive from this offering by approximately $ million, assuming that the number of shares of common stock offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducted estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 1.0 million shares in the number of shares of our common stock offered by us, as set forth on the cover page of this prospectus, would increase or decrease the net proceeds that we receive from this offering by approximately $ million, assuming the assumed initial public offering price remains the same.

The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock, and facilitate our future access to the capital markets. As of the date of this prospectus, we cannot specify with certainty all of the particular uses for the net proceeds to us from this offering. However, we currently intend to use a portion of our net proceeds from this offering for working capital and other general corporate purposes, including continued investments in the growth of our business. We also intend to use a portion of the net proceeds from this offering to pay off all outstanding borrowings under our credit facility with Comerica Bank, which bears an interest rate on the outstanding balance based on the prime rate plus an applicable spread and due upon maturity in 2023. The effective interest rate as of June 30, 2021 was 3.75%. We have previously used the proceeds from this indebtedness to support working capital, capital expenditures and to fund the R-Health Acquisition. We may also use a portion of the net proceeds to acquire complementary businesses, products, services or technologies. At this time, we do not have agreements or commitments to enter into any material acquisitions.

Our management will have broad discretion in the application of the net proceeds of this offering, and investors will be relying on the judgment of our management regarding the application of the net proceeds. Pending the use of proceeds to us from this offering as described above, we intend to invest the net proceeds to us from this offering in short-term and long-term interest-bearing obligations, including government and investment-grade debt securities and money market funds.

DIVIDEND POLICY

We have never declared or paid any cash dividend on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not expect to pay any dividends on our common stock in the foreseeable future. Any future determination to declare dividends will be made at the discretion of our board of directors, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions and other factors that our board of directors may deem relevant. In addition, our credit facility places restrictions on the ability of our subsidiaries to pay cash dividends or make distributions to us.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2021:

- on an actual basis;
- on a pro forma basis to give effect to the completion of the Corporate Reorganization prior to the completion of this offering; and
- on a pro forma as adjusted basis, giving effect to (i) the pro forma adjustments set forth above (ii) the issuance by us of shares of our common stock to NEA pursuant to the Management Consulting Agreement and (iii) the sale and issuance by us of shares of our common stock in this offering, assuming an initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus), after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, and the application of the net proceeds from this offering as set forth under the section titled "Use of Proceeds."

The information below is illustrative only and our capitalization following the closing of this offering will be adjusted based on the actual public offering price and other terms of this offering determined at pricing. You should read this table together with our consolidated financial statements and related notes, and the sections titled "Summary Consolidated Financial and Other Data," "Management' s Discussion and Analysis of Financial Condition and Results of Operations" and "Use of Proceeds" that are included elsewhere in this prospectus.

	As of March 31, 2021		
	Actual	As Adjusted	As Further Adjusted
	(in thousands, except share and per share data)		
Cash and cash equivalents and short-term investments(1)	$15,093	$	$
Total debt(2)	$2,806	$	$
Total stockholders' equity:			
Preferred stock, par value $.0001 per share: no shares authorized, issued and outstanding, actual and as adjusted; shares authorized, no shares issued and outstanding, as further adjusted			
Common stock, par value $.0001 per share: 10,000 shares authorized, 292 shares issued and outstanding, actual; shares authorized, shares issued and outstanding, as adjusted; shares authorized, shares issued and outstanding, as further adjusted	-		
Additional paid-in capital(3)	294,774		
Accumulated (deficit) earnings	(40,242)		
Non-controlling interest	127		
Total capitalization	$257,465	$	$

(1) The as adjusted cash and cash equivalents reflects . The as further adjusted cash and cash equivalents reflects the payment of the estimated offering expenses payable by us.

(2) The as further adjusted total debt reflects both the additional borrowings under our credit facility and repayment of such borrowings with proceeds from the offering.

(3) The as adjusted additional paid-in capital reflects .

If the underwriters' option to purchase additional shares of our common stock from us were exercised in full, as of , 2021, the pro forma as adjusted cash, cash equivalents and short-term investments would be $ million, additional paid-in capital would be $ million, total stockholders' equity (deficit) would be $ million, total capitalization would be $ million and shares of common stock issued and outstanding would be shares.

Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus) would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase (decrease) of 1.0 million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The information presented in the table above does not include:

- shares of our common stock that will become available for future issuance under our 2021 Plan, which will become effective in connection with the completion of this offering; and
- shares of our common stock that will become available for future issuance under our 2021 Employee Plan, which will become effective in connection with the completion of this offering.

Our 2021 Plan and 2021 Employee Plan each provides for annual automatic increases in the number of shares of our common stock reserved thereunder, and our 2021 Plan also provides for increases to the number of shares of common stock that may be granted thereunder based on shares underlying any awards under our 2021 Plan that expire, are forfeited or are otherwise terminated, as more fully described in the section titled "Executive Compensation−Additional Narrative Disclosure."

DILUTION

If you purchase shares of our common stock in this offering, your ownership interest will be diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share immediately after the consummation of this offering. Dilution in pro forma net tangible book value per share to investors purchasing shares of our common stock in this offering represents the difference between the amount per share paid by investors purchasing shares of our common stock in this offering and the pro forma as adjusted net tangible book value per share of our common stock immediately after consummation of this offering.

Net tangible book value per share is determined by dividing our total tangible assets less our total liabilities by the number of shares of our common stock outstanding. Our historical net tangible book value as of March 31, 2021 was negative $18.5 million, or negative $63,421 per share. Our pro forma net tangible book value as of , 2021 was $, or $ per share, based on the total number of shares of our common stock outstanding as of , 2021, after giving effect to the completion of the Corporate Reorganization prior to the completion of this offering.

After giving effect to the sale by us of shares of our common stock in this offering at the assumed initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus), and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us and after giving effect to the application of the net proceeds from this offering as described under "Use of Proceeds," our pro forma as adjusted net tangible book value as of , 2021 would have been $, or $ per share. This represents an immediate increase in pro forma net tangible book value of $ per share to our existing stockholders and an immediate dilution in pro forma as adjusted net tangible book value of $ per share to investors purchasing shares of our common stock in this offering. The following table illustrates this dilution:

Assumed initial public offering price per share		$
Pro forma net tangible book value per share as of , 2021	$	
Increase in pro forma net tangible book value per share attributable to investors purchasing shares in this offering		
Pro forma as adjusted net tangible book value per share immediately after the consummation of this offering		
Dilution to investors purchasing shares in this offering		$

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus) would increase or decrease, as applicable, our pro forma as adjusted net tangible book value per share to new investors by $, and would increase or decrease, as applicable, dilution per share to investors purchasing shares of our common stock in this offering by $, assuming the number of shares of our common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 1.0 million shares in the number of shares of our common stock offered by us would increase or decrease, as applicable, our pro forma as adjusted net tangible book value by approximately $ per share and increase or decrease, as applicable, the dilution to investors purchasing shares of our common stock in this offering by $ per share, assuming the assumed initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus) remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters' option to purchase additional shares is exercised in full, the pro forma as adjusted net tangible book value per share of our common stock immediately after the consummation of this offering would

be $ per share, and the dilution to investors purchasing shares of our common stock in this offering would be $ per share.

You will experience additional dilution upon the issuance by us of shares of our common stock issuable to NEA pursuant to the Management Consulting Agreement, which will equal approximately % of the shares of our common stock outstanding immediately prior to the consummation of this offering.

The following table presents, on a pro forma as adjusted basis as described above, after giving effect to the sale by us of shares of our common stock in this offering at the assumed initial public offering price of $ per share (the midpoint of the estimated offering price range set forth on the cover page of this prospectus), the difference between the existing stockholders and the investors purchasing shares of our common stock in this offering with respect to the number of shares of our common stock purchased from us, the total consideration paid or to be paid to us and the average price per share paid or to be paid to us, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders(1)		%	$	%	$
Investors purchasing shares of our common stock in this offering					
Total		100 %	$	100 %	

(1) The presentation in this table regarding ownership by existing stockholders does not give effect to any purchases that existing stockholder may make through our directed share program or otherwise purchase in this offering.

Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the total consideration paid by new investors and the total consideration paid by all stockholders by $, assuming the number of shares offered by us remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Except as otherwise indicated, the above discussion and tables assume no exercise of the underwriters' option to purchase additional shares. If the underwriters' option to purchase additional shares is exercised in full, our existing stockholders would own % and the investors purchasing shares of our common stock in this offering would own % of the total number of shares of our common stock outstanding immediately after consummation of this offering.

The information presented in the table above does not include:

- the issuance by us of shares of our common stock to NEA Management LLC, or NEA, in connection with the consummation of this offering and pursuant to the Management Consulting Agreement with NEA Management Company LLC, as payment of a fee equal to 2% of our total implied equity value of all of our outstanding shares of common stock as of immediately prior to the consummation of this offering, payable to NEA Management Company LLC in shares of our common stock pursuant to the Management Consulting Agreement. See the section titled "Certain Relationships and Related Party Transactions−NEA/Paladina Acquisition";

- shares of our common stock that will become available for future issuance under our 2021 Plan, which will become effective in connection with the completion of this offering; and

- shares of our common stock that will become available for future issuance under our 2021 Employee Plan, which will become effective in connection with the completion of this offering.

Our 2021 Plan and 2021 Employee Plan each provides for annual automatic increases in the number of shares of our common stock reserved thereunder, and our 2021 Plan also provides for increases to the number of shares of common stock that may be granted thereunder based on shares underlying any awards under our 2021 Plan that expire, are forfeited or are otherwise terminated, as more fully described in the section titled "Executive Compensation−Additional Narrative Disclosure."

To the extent that any outstanding options to purchase shares of our common stock are exercised there will be further dilution to investors participating in this offering.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

On November 2, 2020, we acquired 100% of the outstanding equity of Healthstat pursuant to the Stock Purchase Agreement, dated October 7, 2020, or the Stock Purchase Agreement, with Healthstat, or the Acquisition. The following unaudited pro forma condensed combined financial statements are based on our audited historical consolidated financial statements and those of Healthstat, which are included in this prospectus, after giving effect to the Acquisition, and were prepared based upon the purchase method of accounting in accordance with GAAP and by applying the assumptions and adjustments described in the notes accompanying the pro forma financial statements.

The unaudited pro forma condensed combined statement of operations are based on our audited historical consolidated financial statements and the audited historical consolidated financial statements of Healthstat, which are included in this prospectus. The unaudited pro forma condensed combined statement of operations gives effect to the Acquisition as if such acquisition had occurred on January 1, 2020. An unaudited pro forma condensed combined balance sheet has not been presented as the Acquisition was reflected in our balance sheet as of December 31, 2020. The unaudited pro forma condensed combined financial statements include all material pro forma adjustments necessary for this purpose that are directly attributable to the Acquisition and are factually supportable.

The unaudited pro forma condensed combined financial statements of operations is presented for illustrative purposes only and are not necessarily indicative of the operating results or financial position that would have been achieved if the Acquisition had been consummated as of the beginning of the period presented, nor are they necessarily indicative of the future operating results of the combined company. The pro forma adjustments are based upon available information and assumptions that we believe are reasonable, and are expected to have a recurring impact. No effect has been given in the pro forma financial statements for synergistic benefits that may be realized through the combination or costs that may be incurred in integrating operations.

EVERSIDE HEALTH
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the Year Ended December 31, 2020
(in thousands except per share data)

	Everside Historical	Healthstat Historical (Note 2)	Transaction Accounting Adjustments	Notes	Pro Forma Combined
Revenue	$113,375	$67,082	$ –		$180,457
Operating expenses:					
Cost of care	69,197	45,242	–		114,439
Selling, general, and administrative	42,786	25,363	–		68,149
Depreciation and amortization	6,386	554	1,968	(A)	8,908
Total operating expenses	118,369	71,159	1,968		191,496
Operating loss	(4,994)	(4,077)	(1,968)		(11,039)
Nonoperating income (expense):					
Other non-operating expenses	–	(220)	–		(220)
Interest income	37	–	–		37
Interest expense	(253)	(62)	–		(315)
Total nonoperating income (expense)	(216)	(282)	–	–	(498)
Consolidated net loss before taxes	(5,210)	(4,359)	(1,968)	–	(11,537)
Provision for (benefit from) income taxes	(2,170)	(4,109)	(413)	(B)	(6,692)
Net loss	(3,040)	(250)	(1,555)		(4,845)
Less: net income (loss) attributable to noncontrolling interest	(139)	–	–		(139)
Net loss attributable to parent group	$(2,901)	$(250)	$ (1,555)		$(4,706)
Net loss per share, basic and diluted	$(12,951)	$(63)	$ 389	(C)	$(22,302)
Shares used in computing net loss per share, basic and diluted	224	3,993	(3,993)	(C)	211

See accompanying notes to the Unaudited Pro Forma Condensed Combined Financial Information

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

1. Acquisition of Healthstat

On November 2, 2020, or the acquisition closing date, we acquired 100% of the outstanding equity of Healthstat pursuant to the Stock Purchase Agreement. Healthstat provides health and wellness services to patients based on a holistic approach, which encompasses services such as primary and preventative care, as well as physical therapy, prescription services, and health coaching. The Acquisition will allow for continued expansion of Everside' s footprint across the U.S. The total purchase price for the Acquisition was $121.0 million.

In connection with the Acquisition, we recorded contingent consideration of $29.5 million as of the Closing Date related to a contingent consideration arrangement, referred to as the Earnout, under the "Earnout" provisions of the Stock Purchase Agreement. The amount of the Earnout is based on the achievement of certain revenue metrics within one year after the first day of the first month following the Acquisition date and could range between $0 and $33.0 million. The Earnout will be payable if Healthstat clinic revenue is between $74.0 million and $85.0 million or greater than $85.0 million. No contingent consideration is payable if client and clinic revenue is less than $74.0 million. No contingent consideration would be required to be paid in connection with our initial public offering. The Earnout will be paid half in cash and half in common units of the

Everside Health Holdings, LLC. Based on the valuation determined using a Monte Carlo simulation, the fair value of the cash settled portion and the common unit settled portion of the Earnout was determined to be $14.0 million and $15.5 million, respectively, as of the Closing Date. The portion expected to be settled in cash, as well as the amount to be settled in Everside Health Holdings, LLC common units, are liability-classified. The portion to be settled in common units is based on a specific dollar amount with a variable number of common units to be issued, which dictates that it should be classified as a liability with changes in fair value recorded as profit or loss. For the three months ended March 31, 2021, the Company recognized a loss of $0.4 million within selling, general and administrative expenses as a result of an increase in the fair value of the contingent consideration. The settlement of common units is to be based on a fixed common unit price while the fair value calculation takes into account the common unit price upon the valuation date. To the extent the common unit price appreciates in value, the fair value of the common unit portion of the Earnout will also increase. Separately, consideration included $22.5 million of Everside Health Holdings, LLC' s common units upon the Closing Date.

Our transaction costs in connection with the Acquisition were $1.6 million comprised of non-financing fees and expenses such as legal and accounting, which were expensed as incurred and are included in selling, general and administrative expenses within the consolidated statements of operations. We did not incur any debt as part of the Acquisition.

The Acquisition was accounted for as a business combination in accordance with Accounting Standards Codification, or ASC, Topic 805, under which the assets acquired and the liabilities assumed by us were recorded at their respective fair values as of the Closing Date.

The excess of the consideration over the fair value of the net tangible and intangible assets acquired has been assigned to Goodwill. The acquisition of Healthstat resulted in the recognition of $82.6 million of goodwill, which we believe consists primarily of synergies anticipated as a result of the acquisition, particularly as it relates to nationwide expansion. Goodwill created as a result of the acquisition is not deductible for tax purposes.

The fair value of the consideration transferred as part of our acquisition of Healthstat, the components of which, aside from cash paid, are level 3 measurements within the fair value hierarchy, is summarized as follows (in thousands):

Cash paid	$63,944
Equity consideration	22,500
Contingent consideration	29,547
Net working capital adjustment	526
Total fair value of consideration	$116,517

The Earnout is payable if Healthstat clinic revenue is between $74.0 million and $85.0 million or greater than $85.0 million. No contingent consideration is payable if client and clinic revenue is less than $74.0 million. No contingent consideration would be payable in connection with our initial public offering.

Purchase Price	$121,000
Closing Date fair value adjustment related to Earnout	(1,453)
Adjustments to seller' s indebtedness and working capital	(3,030)
Total fair value of consideration	$116,517

Assets acquired and liabilities assumed are recorded based on valuations derived from estimated fair value assessments and assumptions, which are primarily level 3 inputs within the fair value hierarchy. While we believe that our estimates and assumptions underlying the valuations are reasonable, different estimates and assumptions could result in different valuations assigned to the individual assets acquired and liabilities assumed,

and the resulting amount of goodwill. The following table summarizes the acquisition date fair values of the assets acquired and liabilities assumed (in thousands):

Cash	$869
Accounts receivable	14,207
Prepaid expenses and other current assets	690
Property and equipment	699
Intangible assets	30,000
Accounts payable	(4,105)
Accrued liabilities	(3,481)
Deferred income tax liability	(3,032)
Deferred revenue	(280)
Deferred rent	(164)
Other long-term liabilities	(1,481)
Total identifiable net assets	33,922
Goodwill	82,595
Total	$116,517

The fair value of the acquired receivables was determined to be the net realizable amount of the closing date book value of $14.2 million. The intangible assets acquired are client relationships and the fair value was estimated using an income approach. The intangible asset has an estimated useful life of 12 years.

The purchase price allocation for the Acquisition is preliminary and subject to revision as additional information about the fair values of assets and liabilities become available, primarily related to the deferred tax liability assumed in connection with the acquisition. Additional information that existed as of the acquisition date may impact the purchase price allocation, which may be adjusted during the measurement period of up to 12 months from the acquisition date.

2. Healthstat Historical Financial Statements, Accounting Policies, and Reclassification

Healthstat' s historical financial statements are based on the audited consolidated financial statements for the period ended November 1, 2020.

Healthstat prepared its historical financial statements in accordance with GAAP. Everside performed certain procedures for the purposes of identifying material differences in significant accounting policies between Everside and Healthstat, and any accounting adjustments that would be required in connection with adopting uniform policies. These procedures included a review of Healthstat' s significant accounting policies and discussion with Healthstat management. A difference in presentation between our financial statements and those of Healthstat was identified as it pertains to certain employee medical related expenses. Everside presents these expenses in cost of care or selling, general and administrative expenses based on the nature of each employee' s responsibilities whereas Healthstat historically presented only in selling, general and administrative expenses. The impact of this difference is a $2.3 million increase to cost of care offset by a decrease to selling, general and administrative expenses. To date, no other differences in the accounting policies that will result in material adjustments to Everside' s consolidated financial statements have been identified.

3. Transaction Accounting Adjustments Related to the Acquisition of Healthstat

The adjustments included in the unaudited pro forma condensed combined statement of operations are as follows:

A. To reflect the additional amortization expense related to the finite intangible assets acquired including client relationships. The table below summarizes the fair values for each finite life intangible asset, the

estimated useful life, and the impact to the pro forma condensed combined statements of operations (in thousands, except years):

	Fair Value	Estimated Useful Life (Years)	Year Ended December 31, 2020
Client Relationships	$30,000	12	$ 2,500
Total amortization expense			**$ 2,500**
Historical amortization expense			$ 532
Pro forma amortization expense adjustment			**$ 1,968**

B. To reflect tax effect of pro forma amortization expense adjustment. This was calculated using the statutory tax rate of 21%.

C. To eliminate historical Healthstat shares outstanding.

MANAGEMENT' S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the section titled "Summary Consolidated Financial and Other Data" and our consolidated financial statements and related notes appearing elsewhere in this prospectus. The following discussion and analysis contains forward-looking statements that involve risks and uncertainties. When reviewing the discussion below, you should keep in mind the substantial risks and uncertainties that could impact our business. In particular, we encourage you to review the risks and uncertainties described in the section titled "Risk Factors" included elsewhere in this prospectus. These risks and uncertainties could cause actual results to differ materially from those projected in forward-looking statements contained in this report or implied by past results and trends. Our fiscal year ends on December 31. Our historical results are not necessarily indicative of the results that may be expected for any period in the future, and our interim results are not necessarily indicative of the results we expect for the full fiscal year or any other period.

Overview

Our mission is to enable patients in our care to live their healthiest lives. Our vision is to build the most trusted, accessible and personalized healthcare experience alongside our patients and clients. We are a patient-focused, care-obsessed, technology-driven, primary care platform with frictionless in-person and virtual care. We listen to our clients and offer them tailored solutions to deliver accessible, high quality care and lower healthcare costs for our patients and clients. We provide our patients with a differentiated experience, because we believe that engaging patients in their care is key to both improving health outcomes and delivering healthcare cost savings. We are disrupting healthcare by addressing the unmet needs of key stakeholders, including patients, providers and our clients, which are primarily self-funded employers and labor unions. As of March 31, 2021, we operate over 340 centers, across more than 140 U.S. markets, serving over 300 clients and caring for over 520,000 patients.

The current U.S. healthcare system is a source of constant frustration for key stakeholders. The lack of access to and engagement with primary care is a key source of this frustration and a key driver of costs.

Patients. Patients are generally dissatisfied with their overall healthcare experience. This is fundamentally due to difficulties securing appointments in a reasonable time frame, long waiting times and short, impersonal interactions with their provider, limited care coordination across clinical settings, inconvenient locations, and lack of transparent pricing and billing.

Providers. PCPs have among the highest burnout rate in the medical field, caused in part by extensive administrative burdens, large patient panel sizes, lack of time for meaningful relationship building and a fee-for-service (FFS) reimbursement model that promotes volume-based care and discourages proactive preventive care.

Clients. Employers and other self-funded plan sponsors are generally frustrated by rising annual health benefit costs, fragmented point solutions and limited provider access for their employees. Self-funded clients seek to reduce absenteeism, enhance employee engagement, increase employee productivity, increase employee retention and produce better health outcomes while reducing the cost of healthcare for their employees.

Our company has developed innovative, data-driven solutions to improve patient experience, address provider burnout, and tackle the rising healthcare costs facing employers. We believe that patient care should be empowered by data, and we have invested heavily in a scalable, secure and cost-efficient technology platform, *Everside 360™*, to enable our longitudinal, holistic care model, leverage an omnichannel approach to provide care to patients both in-person and virtually, and provide transparency on results for our clients. Our Complete Care Solution, is a flexible, comprehensive, primary care delivery solution built with a technology-enabled foundation that delivers results for our patients, our providers and our clients, and can include integrated ancillary services like behavioral and occupational healthcare.

The majority of our clients are self-funded employers and labor unions that are looking to control their rising healthcare costs. Our key market focus includes state governments, school districts and manufacturers who are all extremely sensitive to their increasing spend on healthcare claims. We typically enter into 2-5 year contracts with our clients, where we receive a value-based recurring revenue payment to serve all of their eligible employees and dependents, which we define as our patients. A key component to our client sales strategy is forecasting a client' s return on investment with Everside by analyzing each client' s historical healthcare spend and using actuarial analytics to forecast our ability to reduce the total cost of care for our clients. Notably, the Everside primary care solution yields savings in all categories of healthcare spend, including, but not limited to, diagnostic imaging, inpatient admissions, pharmacy, inappropriate emergency department visits and unwarranted specialist consults. We are committed to delivering these projected cost savings and we report to our clients how their actual savings measured against our forecasts. In a study that included over 80 clients and 170,000 patients, our model, which is based on internal projections and inclusive of our acquisitions of Activate and Healthstat, reduced healthcare cost inflation to under 1.5% per year and delivered average gross savings of 17% by year 3, 30% by year 5 and 40% by year 7. This healthcare cost inflation is calculated by looking at the average increase in total medical expense, on a per member per month basis, across our clients year-by-year. We calculate gross savings by establishing a baseline benchmark spend on a per member per month basis in the year prior to the start of our providing services for each client; calculating the actual per member per month costs for each subsequent year to represent actual costs for each client and creating a projection of what costs would have been without our services each year for each client, which we do by utilizing independently published inflation benchmarks for commercial populations health costs. In addition, we adjust for client benefit plan design changes and other extraneous factors not attributable to the services we provide. The difference between our projection of expected healthcare cost in each year compared to actual healthcare cost represents the estimated savings. We then calculate the percentage difference between the actual costs and the projected costs, which we call gross savings. We do this while earning a Net Promoter Score of 84 from our patients. Our ability to drive reduction in the total cost of care while offering what we believe is a superior patient experience creates strong alignment, and thereby true partnership, between Everside and our clients. We believe this approach, which focuses on the central needs of our self-funded clients, is a key driver of our 95% net revenue retention rate.

Our business is driven by coupling a massively differentiated patient experience with a technology-driven patient engagement strategy, because we recognize that motivating patients to proactively engage in their health is the key to driving reductions in the total cost of care. Our model addresses the financial barriers to proactive healthcare. We have a predictable, fully transparent pricing model for our clients that enables our patients to access dependable care without additional out-of-pocket costs, helping build trust, loyalty and patient engagement. In many of our centers, we do not charge copays or fees to our patients, including for prescriptions, and there are no charges billed to a patient' s insurance for provider services. We use sophisticated algorithms to risk stratify our patients based on historical claims and clinical information. We combine this information with our digital outreach model to create highly targeted patient outreach journeys to appropriately engage patients across the risk continuum.

Our Complete Care Solution creates a low-cost, high-touch patient experience allowing us to deliver excellent results for our key stakeholders.

Patients. Inspired by our mission, we have reinvented the patient experience, including 24/7 patient access to their primary care team, frictionless scheduling, short wait times and longer patient visits in a convenient care setting, in person or virtually. We deliver a convenient and comprehensive solution to our patients, allowing them to handle primary care, laboratory, medication dispensing, and often times, ancillary services like behavioral health and occupational health services at an on-site or near-site center location. This has resulted in an average NPS score, of 84 over the twelve months ended March 31, 2021, as opposed to primary care providers that average single-digit NPS score. The NPS score is a widely used metric that measures customer satisfaction and loyalty by asking respondents to rate the likelihood they would recommend a company or service. After primary care visits, members are sent a survey to assess satisfaction and their likeliness to recommend our services to others. Respondents give a rating between 0 (not at all likely) and 10 (extremely likely) and, depending on their response, they fall into one of three categories:

Promoters respond with a score of 9 or 10 and are typically loyal and enthusiastic patients.

Passives respond with a score of 7 or 8. They are satisfied with the service but not happy enough to be considered promoters.

Detractors respond with a score of 0 to 6. They are unhappy patients who are unlikely to engage again and may even discourage others from engaging with us.

The NPS score is calculated by subtracting the percentage of Detractors from the percentage of Promoters. The percentage of Detractors is equal to the number of Detractors divided by the number of total respondents. The percentage of Promoters is equal to the number of Promoters divided by the number of total respondents. In addition, we have demonstrated the ability to deliver high quality care; for example, by exceeding the 90th percentile thresholds for multiple important screening measures, as set by Healthcare Effectiveness Data and Information Set HEDIS, such as diabetic blood pressure control and hypertension control.

Providers. We believe that if our PCPs are given the appropriate time, tools and support, they can effectively manage a majority of the average patient' s health needs, and thereby, significantly impact a patient' s healthcare spend while improving their outcomes. Our providers typically have smaller patient panels, averaging 885 patients relative to the traditional fee-for-service patient panel, which average approximately 2,200 and exceed 3,000 patients. This allows our providers to see our patients more frequently, averaging 3.6 visits per year versus an average of approximately 1.3 visits for adults nationally, and spend more time with their patients, with an average visit scheduled for 28.1 minutes, which is 67% longer than the national average of 16.2 minutes. Comprehensive appointments can last 60-90 minutes or more. By spending more time with patients, PCPs can develop personalized care plans and perform procedures which would otherwise be sent to urgent care centers or emergency rooms. In addition, our value-based per-patient-per-month pricing model means our providers do not have to manage the complexities of coding and billing. We aim to reduce provider burnout, increase provider retention, improve speed to provider recruitment, and drive higher clinician satisfaction, to make us the employer of choice for PCPs.

Clients. Our business model creates direct financial alignment with our clients. Our value-based payment model means that we are rewarded when we deliver quality outcomes and cost savings to our clients. This sets us apart from fee-for-service providers who benefit financially when employers and patients pay more for more services. In addition, we believe we drive improved employee satisfaction and productivity, lower absenteeism and deliver better healthcare outcomes. As a result of our Complete Care Solution, 76% of patients who responded to our survey say their opinion of their employer has improved with access to our comprehensive healthcare services. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements with clients. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "How has access to Everside Health and the services they offer impacted your opinion of your employer?" Patients may select one of the following options: "Negatively Impacted, No Change, Somewhat Improved, Significantly Improved, Not Applicable." In the 12 month period ending March 31, 2021, of the 3,674 responses (which excludes "Not Applicable" responses), 2,796 patients selected "Somewhat Improved" or "Significantly Improved" resulting in a calculation of 76% of respondents indicating that their opinion of their employer has improved with access to Everside' s services. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services. We typically are able to provide our clients 15%-25% total cost of care savings within 3-5 years and some clients experience savings of up to 40% or more within 7 years.

We believe that our business model is highly scalable due to our ability to open new centers in 4-6 months with modest required capital investments and our ability to efficiently deploy our centers in multiple geographic settings. A typical new health center costs approximately $150,000 to $500,000 to open and can be funded by Everside or by the client. Because of the low startup costs and predictable volume from the client' s employees, our typical payback

period is within one year of opening a new health center. Our model allows us to create de novo centers and to customize to client size and demographics, allowing us to open any geographic area, regardless of population density. We are able to serve both metropolitan areas and rural areas, and augment with virtual capabilities to efficiently and effectively extend our reach. We are physically present in over 140 U.S. markets today.

Our legacy Paladina platform was originally founded in 2011 in Denver. Through our acquisition and integration of Activate and Healthstat, we have significantly expanded the scale of our business to serve over 520,000 patients across 340 health centers in 33 states as of March 31, 2021. For the twelve months ended March 31, 2021, we grew our patients by approximately 182% from 185,581 at March 31, 2020 to 522,901 at March 31, 2021. Our revenue increased approximately 97% from $23.0 million for the three months ended March 31, 2020 to $45.4 million for the three months ended March 31, 2021. Our consolidated net loss increased from $4.1 million for the three months ended March 31, 2020 to $6.7 million for the three months ended March 31, 2021. Care margin increased from $7.8 million or 34% of revenue for the three months ended March 31, 2020 to $15.5 million or 34% of revenue for the three months ended March 31, 2021. Adjusted EBITDA decreased from a loss of $1.9 million for the three months ended March 31, 2020 to a loss of $3.4 million for the three months ended March 31, 2021.

Our revenue increased approximately 40% from $80.9 million for the year ended December 31, 2019 to $113.4 million for the year ended December 31, 2020. Our consolidated net loss decreased from $19.6 million for the year ended December 31, 2019 to $3.0 million for the year ended December 31, 2020. Care margin increased from $25.4 million or 31% of revenue for the year ended December 31, 2019 to $44.2 million or 39% of revenue for the year ended December 31, 2020. Adjusted EBITDA increased from a loss of $12.7 million for the year ended December 31, 2019 to positive Adjusted EBITDA of $3.0 million for the year ended December 31, 2020. Care margin and Adjusted EBITDA are supplemental measures that are not calculated in accordance with GAAP. See the section titled "Key Business Metrics and Non-GAAP Financial Measures" for additional information and a reconciliation to the most directly comparable financial measures calculated in accordance with GAAP.

Business Model

Our business model is focused on managing and operating comprehensive primary care clinics. Our company provides comprehensive primary care to commercial employers, most typically self-funded clients, to serve their employees and dependents. We strive to provide a differentiated patient experience, to drive higher patient engagement, to deliver improved healthcare outcomes, and, as a result, to lower the total cost of care for clients. We have exclusive contractual relationships with several PCs that employ, or have independent contractor relationships with, certain licensed providers with the qualifications, expertise, and experience to provide medical services through our health centers.

We utilize a common contracting approach to affiliate with the PCs sufficiently so that the PCs are consolidated financially with the Everside wholly-owned subsidiaries. The contractual arrangements generally include: (i) management services agreements; (ii) professional services agreements; and (iii) shareholder transfer restriction agreements. Under the management services agreements, we provide administrative services to the PCs in exchange for a per physician per month fee or fixed fee. The intracompany compensation paid by the PCs to the Company under the management services agreement is eliminated upon consolidation. Under the professional services agreements, the PCs hire the providers to render professional medical services exclusively for our patients. Under the shareholder transfer restriction agreements, the PCs' sole shareholder, our Chief Medical Officer, is restricted from transferring shares of the PC without our prior approval, required to transfer his shares under certain circumstances and subject to certain other limitations. Our PCs are compensated in an amount equal to the cost of providing such professionals that they employ, plus a percentage of those costs.

Key Factors Affecting our Businesses

The future growth, success, and performance of our business is dependent on many factors, including those set forth below. While these factors present significant opportunities for us, they also may represent challenges that we must successfully address in order to grow our business and improve our results of operations.

Acquiring New Clients and Patients. We believe there is a significant opportunity to acquire new clients and patients. We continue to organically increase our membership with employers, where we experience high client retention and achieve brand loyalty through our diversified offering. We pursue growth by both dedicated sales team and broker channels. We currently serve over 300 employers across 33 states. We estimate the commercial self-funded employer opportunity represents 114 million patient lives. We expect to continue to increase our market share in the labor union market, where our Activate brand is nationally recognized with a dedicated sales team. We currently serve 65,000 members of Taft-Hartley plans, which we estimate serve approximately 10 million participants in the United States. Additionally, we are well positioned to acquire new clients and patients through (i) expansion of capabilities and services, (ii) increased partnerships with health plans and hospital systems, (iii) strategic acquisitions in existing and new service lines and (iv) expansion into adjacent market opportunities including the fully insured employers or the retiree market. Our ability to win new clients and enroll new patients through various channels will directly impact our ability to grow our business and our results of operations.

Expand Market Coverage with New Health Centers and Virtual Presence. We are continually building new centers for both existing and new clients. In 2020, we opened or expanded 38 health centers. We are able to organically expand our book of business across state lines and into new markets based on the specific needs of our clients. We launch both dedicated centers and shared health centers. Dedicated health centers are for the exclusive use of a client or group of clients. The shared centers allow us to create a high-value hub and spoke model, where an anchor client serves as the "hub" for the center and smaller clients may add into that shared center (known as "spoke clients"). We are not limited by geographic density to open new centers and our contracting approach helps us scale faster with a high degree of visibility for patient volume before we even open a new center. We are also able to contract with larger, multi-state employers and labor unions that rely on our diversified geographic footprint and ability to add new health centers quickly and specifically tailored to meet their individual needs. Our virtual telehealth capability also enables us to grow into additional markets efficiently, because it allows for greater access with the same number of physical locations. Our ability to continue to expand our market presence with new health centers coupled with our integrated virtual care offering will be critical to our future businesses and results of operations.

Deliver High Quality Care While Managing Healthcare Costs. We provide a low-cost, high-touch patient experience allowing us to deliver excellent results for our key stakeholders. By delivering a broad range of primary care offerings to our patients at little to no out-of-pocket costs, we motivate and empower our patients to engage in their own health decisions. By combining our personalized treatment plans with improved patient engagement, we believe we are able to deliver better patient experience and improve health outcomes while minimizing costly downstream healthcare costs. We do this in part by reducing preventable hospital admissions, avoidable ER visits and medically unnecessary specialist referrals. We give our providers tools to proactively manage patient care by providing them with analytics on clinical care gaps and by presenting a comprehensive view of patient health. We have a demonstrated ability to provide our clients with net savings in healthcare costs that significantly exceeds the program costs. Today this ability to create cost savings and deliver quality outcomes drives high client retention, and we will continue to leverage this proven ability to create cost of care savings to enter more risk-based contracts to share in cost savings and additional upside alongside our clients. The lower healthcare spending by our clients in turn allows our clients to reinvest these savings into their businesses, such as potentially hiring more employees or enhancing employee coverage and benefits, which further propels our growth in revenue and patient volume.

Investments in Growth. Significant investments in our technology platform have enabled us to provide a differentiated care experience as well as to motivate patients to engage in their own health decisions. By leveraging our technology platform, we can efficiently aggregate and analyze data to tailor patient outreach and engagement strategies, derive better health outcomes and reduce cost of care for our patients. We will also continue to focus on long-term growth through investments in sales and marketing to increase brand awareness in new markets and acquire new clients and patients. Additionally, we intend to continue to invest in new health centers in new and existing markets and we also intend to invest in new services at our existing health centers. Lastly, we plan to invest in strategic acquisitions of likeminded value-based businesses both in primary care and related ancillary service lines. Such investments in future growth will continue to impact our cost of care and operating expenses, but long term, we expect that these investments will have a positive impact on our results of operations.

COVID-19 Pandemic and CARES Act

In March 2020, the World Health Organization declared the novel strain of Coronavirus, or COVID-19, a global pandemic and recommended containment and mitigation measures worldwide. Various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that caused many people to remain at home and forced the closure of, or limitations on, certain businesses, as well as suspended elective procedures by healthcare facilities. While some of these restrictions have been eased across the U.S. and most states have lifted moratoriums on non-emergency procedures, some restrictions remain in place. We continue to monitor operations and government recommendations and have made modifications to normal operations as a result of COVID-19, including enabling operational team members to work remotely, utilizing heightened cleaning and sanitization procedures, implementing new health and safety protocols and reducing non-essential travel.

We have considered information available to it as of the date of issuance of these financial statements and are not aware of any specific events or circumstances that would require an update to its estimates or judgments, or an adjustment to the carrying value of its assets or liabilities. The accounting estimates and other matters assessed include, but were not limited to, allowance for doubtful accounts, purchase commitments, goodwill and other long-lived assets, contingent consideration, and revenue recognition. These estimates may change as new events occur and additional information becomes available. Actual results could differ materially from these estimates.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act, or the CARES Act, was signed into law. The CARES Act is aimed at providing emergency assistance and healthcare for individuals, families, and businesses affected by the COVID-19 pandemic and generally supporting the U.S. economy. The CARES Act, among other things, includes provisions related to refundable payroll tax credits, deferment of the employer portion of social security payments, net operating loss carryback periods, modifications to the net interest deduction limitations, and technical corrections to tax depreciation methods for qualified improvement property. We have deferred $3.7 million related to the employer portion of social security payments as allowed under the CARES Act. The first half of the deferred amount will be paid in 2021, included within other accrued liabilities, and the second half will be paid in 2022, included within other long-term liabilities.

The COVID-19 pandemic has not had an impact on our ability to access capital or the terms available under any such credit facility.

Recent Transactions

Acquisition of R-Health, Inc.

On July 12, 2021, we acquired 100% of the outstanding stock of R-Health, Inc. pursuant to a Purchase Agreement dated July 2, 2021 for a purchase price of $35.0 million. We paid $28.1 million

in cash, and Everside Health Holdings, LLC issued $6.9 million of its common units, excluding customary adjustments and fees associated with the transaction.

This transaction qualifies as a business combination under ASC Topic 805, Business Combinations. Accordingly, we are in the process of allocating the purchase price to all the assets and liabilities assumed based on our acquisition date fair values.

Credit Facility Amendment and Increase to Borrowings

On July 12, 2021, we increased the maximum borrowing amount by $20 million under the credit facility with Comerica Bank. As of July 12, 2021, the outstanding borrowings under the credit facility totaled $34.4 million, which comprises the $29.6 million used to fund the R-Health Acquisition, a $2.0 million draw during the second quarter of 2021 to fund working capital needs and the $2.8 million transferred from the term loan on March 25, 2021.

Acquisition of Healthstat

On November 2, 2020, we acquired 100% of the outstanding equity of Healthstat pursuant to the Stock Purchase Agreement. Healthstat provides health and wellness services to patients based on a holistic approach, which encompasses services such as primary and preventative care, as well as physical therapy, prescription services, and health coaching. The Acquisition allows for continued expansion of our footprint across the United States. The total purchase price was $121.0 million.

The adjustments from the purchase price at the Closing Date to arrive at the total fair value of consideration are as follows (in thousands):

Purchase Price	$121,000
Closing Date fair value adjustment related to Earnout	(1,453)
Adjustments to seller' s indebtedness and working capital	(3,030)
Total fair value of consideration	$116,517

In connection with the Acquisition, we recorded contingent consideration of $29.5 million as of the Closing Date related to a contingent consideration arrangement, referred to as the Earnout, pursuant to the Stock Purchase Agreement. The amount of the Earnout is based on the achievement of certain revenue metrics within one year after the first day of the first month following the Acquisition date and could range between $0 and $33.0 million. The Earnout will be payable if Healthstat clinic revenue is between $74.0 million and $85.0 million or greater than $85.0 million. No contingent consideration is payable if client and clinic revenue is less than $74.0 million. No contingent consideration would be required to be paid in connection with our initial public offering. The Earnout will be paid half in cash and half in common units of Everside Health Holdings, LLC. Based on the valuation determined using a Monte Carlo simulation, the fair value of the cash settled portion and the common unit settled portion of the Earnout was determined to be $14.0 million and $15.5 million, respectively, as of the Closing Date. The portion expected to be settled in cash, as well as the amount to be settled in Everside Health Holdings, LLC common units, are liability-classified. The portion to be settled in common units is based on a specific dollar amount with a variable number of common units to be issued, which dictates that it should be classified as a liability with changes in fair value recorded as profit or loss. The settlement of common units is to be based on a fixed common unit price while the fair value calculation takes into account the common unit price upon the valuation date. To the extent the common unit price appreciates in value, the fair value of the common unit portion of the Earnout will also increase.

On July 15, 2021, the Company settled the common unit portion of the Earnout contingent consideration related to the Acquisition as described in Note 3. The fair value of the contingent consideration upon settlement

was $16.0 million and will result in a reduction to the common unit portion of the contingent consideration liability to zero. The fair value of the cash portion of the contingent consideration as of March 31, 2021 was $14.7 million. The consideration for the Acquisition also included $22.5 million of Everside Health Holdings, LLC' s common units, which was issued upon the closing of the Acquisition.

See Note 3. Business Combinations within our Notes to Condensed Consolidated Financial Statements for more detail.

Key Business Metrics and Non-GAAP Financial Measures

We regularly review the key operational and financial metrics described below to evaluate our business, monitor and measure performance, identify business trends, prepare financial projections and make strategic decisions (Revenue, Care Margin and Adjusted EBITDA in thousands).

	As of and For the Three Months Ended March 31,			As of and For the Years Ended December 31,		
	2021	2020	% Change	2020	2019	% Change
Patients	522,901	185,581	182 %	516,364	166,970	209 %
Revenue	$45,417	$23,028	97 %	$113,375	$80,898	40 %
Care Margin	$15,530	$7,781	100 %	$44,178	$25,426	74 %
Adjusted EBITDA	$(3,355)	$(1,926)	74 %	$2,998	$(12,677)	NM

NM - Not meaningful

Patients

We have defined a single cross-cutting patient metric to capture the aggregate number of individual lives that we are contractually paid to service. Our client contracts define our total number of patients and can be structured in one of three ways:

In PMPM or transparent pricing contract structures, the number of patients is based on all eligible patients. Eligibility is defined in the contract, and can include employees, dependents, or have geographic limitations. The number of patients under these contracts fluctuates based on client staffing. For example, if the client is hiring new employees, the eligible number increases and if the client experiences reductions in staff, the eligible number decreases.

In a flat fee contract structure, there is a fixed number of patients per contract. Some clients may only pay for a subset of eligible patients. For example, a client may have 20,000 eligible patients who could potentially use our service, but the client may only pay for a fixed subset of 5,000 patients. A fixed number of patients does not fluctuate under these contracts unless there is an amendment to the contract.

In an opt-in contract structure, number of patients is based on all enrolled patients. Some clients only pay for patients who choose to enroll directly with us. Number of patients under these contracts fluctuate based on enrollment. These fluctuations, like patient count based on eligibility, are based on how the client is staffing and individual client preferences. Unlike the other types of contracts, marketing of our services can directly impact enrolled patients under opt-in contracts.

Our number of patients are measured as of the reporting date. The increase from December 31, 2019 to December 31, 2020 is primarily due to the acquisition of Healthstat and significant growth in new business. Excluding the Acquisition, patients increased 37% from December 31, 2019 to December 31, 2020.

Non-GAAP Financial Measures

We utilize certain financial measures that are not calculated based on GAAP. We believe that non-GAAP financial measures provide an additional way of viewing aspects of our operations that, when viewed with the GAAP results, provide a more complete understanding of our results of operations and the factors and trends affecting our business. These non-GAAP financial measures are also used by our management to evaluate financial results and to plan and forecast future periods. However, non-GAAP financial measures should be considered as a supplement to, and not as a substitute for, or superior to, the corresponding measures calculated in accordance with GAAP. Non-GAAP financial measures used by us may differ from the non-GAAP measures used by other companies, including our competitors.

Care Margin

We define care margin as loss from operations excluding depreciation and amortization and selling, general and administrative expenses. We consider care margin to be an important measure to monitor our performance, specific to the direct costs of delivering care. We believe this margin is useful to measure whether we are controlling our direct expenses included in the provision of care sufficiently and whether we are effectively pricing our services.

The following table provides a reconciliation of loss from operations, the most closely comparable GAAP financial measure, to care margin (in thousands):

	For the Three Months Ended March 31,		For the Years Ended December 31,	
	2021	2020	2020	2019
Operating loss	$ (6,630)	$ (3,411)	$(4,994)	$(18,911)
Depreciation and amortization	2,868	1,485	6,386	6,234
Selling, general, and administrative expenses	19,292	9,707	42,786	38,103
Care margin	$ 15,530	$ 7,781	$44,178	$25,426

Adjusted EBITDA

We define adjusted EBITDA as net loss excluding depreciation and amortization, acquisition-related expenses, interest income, interest expense, income taxes and fair value changes related to contingent consideration. In the future, adjustments may also include one-time expenses related to this offering and share-based compensation. We include adjusted EBITDA in this prospectus because it is an important measure upon which our management assesses and believes investors should assess our operating performance. Adjusted EBITDA also helps illustrate underlying trends in our business and provides a consistent basis to evaluate our historical operating performance basis.

Our definition of adjusted EBITDA may differ from the definition used by other companies. Therefore, comparability may be limited. In addition, other companies may not publish this or similar metrics.

Below is a reconciliation of adjusted EBITDA to net loss provided to our investors and other users of our financial information for the three months ended March 31, 2021 and 2020 and the years ended December 31, 2020 and 2019 (in thousands):

	For the Three Months Ended March 31,		For the Years Ended December 31,	
	2021	2020	2020	2019
Consolidated net loss	$ (6,744)	$ (4,081)	$(3,040)	$(19,647)
Depreciation and amortization	2,868	1,485	6,386	6,234
Interest expense, net of interest income	16	78	216	132
Income tax expense	98	592	(2,170)	604
Acquisition-related expense	–	–	1,606	–
Fair value changes related to contingent consideration	407	–	–	–
Adjusted EBITDA	$ (3,355)	$ (1,926)	$2,998	$(12,677)

Components of Our Consolidated Results of Operations

Revenue

We generate revenue from our clients who purchase comprehensive primary care services for their employees or patients, and their dependents. In general, our clients pay a membership fee in exchange for this access. The membership fees are either (i) All-in Contracts where fees are PMPM based on the number of patients eligible for membership during the contract period, (ii) All-in Contracts where it is fixed-fee, based on a predetermined contractual rate, and (iii) Transparent Pricing Contracts, where certain costs are charged on a line-item basis to the client and additional fees apply for management and other services we provide. We may also generate additional revenue in the form of performance guarantees entered into with some of our clients, which provide for financial incentives when we meet or exceeds certain agreed-upon quality of care and utilization standards. In certain performance guarantee arrangements, we owe the client a financial penalty for the failure to meet the agreed upon metrics. We recognize revenue in the month in which eligible patients are entitled to receive healthcare benefits.

We utilize several different pricing models, described below, despite the nature, recognition methodology and collection of the revenue being the same in each of these pricing models. As we continue to scale and evolve our business, these pricing models and the relative significance of each may change in future periods. We do not manage our business according to these pricing models, as these are merely different pricing mechanisms which can be used interchangeably according to each individual client situation. Furthermore, contracts, regardless of pricing structure, are offered and utilized for the same customer base and are centrally implemented, managed and administered by a unified operations team. Financial results are not delineated by pricing model to drive decision-making or to allocate resources, and the associated fees and cash flows are not unique to the individual pricing models.

Revenues and expenses from our centers and clients are consolidated with other centers and clients to determine total profitability. We evaluate care margin at the center level. Client-level economics are not evaluated on a stand-alone basis, as certain non-clinical expenses need to be consolidated to consider overall profitability.

Cost of Care, Exclusive of Depreciation and Amortization

Cost of care primarily includes provider and support employee-related costs for both on-site and virtual care, occupancy costs, medical supplies, technology costs, and other operating costs. A large portion of these costs are fixed relative to patient utilization of our services, such as occupancy costs and technology costs. As a result, as revenue increases due to an increased number of patients, which can result from, for example, increasing eligibility across a client' s employee base, cost of care as a percentage of revenue typically decreases, as we more efficiently utilize our care teams while still maintaining our low provider-patient ratios. Providers include primary care physicians and advanced practice providers, or APPs. Support employees include medical

assistants and nurses. Virtual care includes video visits and other synchronous and asynchronous communications via our portal and mobile application.

We expect cost of care to increase in absolute dollars as we open additional clinics and expand into new markets. Cost of care as a percentage of revenue improves when we are able to provide services to more patients at any particular center without increasing our cost of care or occupational costs.

Selling, General, and Administrative Expenses, Exclusive of Depreciation and Amortization

Selling, general, and administrative expenses include employee-related expenses including salaries and related costs for our employees engaged in marketing and sales, along with our executive, technology infrastructure, finance, legal, and human resources. In addition, selling, general and administrative expenses include all corporate technology and occupancy costs, professional fees, and clinical and quality support.

We expect our selling, general, and administrative expenses to increase in the near term following the closing of this offering due to the additional legal, accounting, insurance, investor relations and other costs that we will incur as a public company, as well as other costs associated with continuing to grow our business.

Depreciation and Amortization

Depreciation and amortization expenses consist primarily of depreciation of property and equipment and amortization of our finite-lived intangible assets.

Nonoperating Income (Expense)

Interest Income

Interest income consists of interest earned on our cash positions.

Interest Expense

Interest expense consists of interest costs associated with our credit facilities.

Results of Operations - Three Months Ended March 31, 2021 Compared to the Three Months Ended March 31, 2020

Our condensed consolidated statements of operations for the three months ended March 31, 2021 and 2020 are presented below (in thousands).

	For the Three Months Ended March 31,			
	2021	2020	$ Change	% Change
Revenue	$45,417	$23,028	$22,389	97 %
Operating expenses:				
Cost of care	29,887	15,247	14,640	96 %
Selling, general, and administrative expenses	19,292	9,707	9,585	99 %
Depreciation and amortization	2,868	1,485	1,383	93 %
Total operating expenses	52,047	26,439	25,608	97 %
Operating loss	(6,630)	(3,411)	(3,219)	(94)%
Nonoperating income (expense):				
Interest income	7	10	(3)	(30)%
Interest expense	(23)	(88)	65	74 %
Total nonoperating expense	(16)	(78)	62	79 %
Consolidated net loss before taxes	(6,646)	(3,489)	(3,157)	(90)%
Provision for income taxes	98	592	(494)	(83)%
Consolidated net loss	(6,744)	(4,081)	(2,663)	(65)%
Less: Net loss attributable to noncontrolling interest	(34)	(34)	–	– %
Net loss attributable to Everside Health	**$(6,710)**	**$(4,047)**	$(2,663)	(66)%

The following table presents our operating expenses and operating loss as a percentage of consolidated revenue for the three months ended March 31, 2021 and 2020:

	For the Three Months Ended March 31,			
	2021		2020	
	% of Revenue		% of Revenue	
Revenue	100	%	100	%
Operating expenses:				
Cost of care	66	%	66	%
Selling, general, and administrative expenses	42	%	42	%
Depreciation and amortization	6	%	6	%
Total operating expenses	115	%	115	%
Operating loss	(15	)%	(15	)%

Revenue

Revenue increased by $22.4 million, or 97%, from $23.0 million for the three months ended March 31, 2020 to $45.4 million for the three months ended March 31, 2021. The increase in revenue is primarily due to the acquisition of Healthstat and significant growth in new business, resulting in a 182% increase in total patients. Excluding the Acquisition, revenue increased by $3.7 million, or 16%, from $23.0 million for the three months ended March 31, 2020 to $26.7 million for the three months ended March 31, 2021.

Cost of Care

Cost of care increased by $14.6 million, or 96%, from $15.2 million for the three months ended March 31, 2020 to $29.9 million for the three months ended March 31, 2021. The increase in cost of care is due to the acquisition of Healthstat and the costs associated with the growth in new business, which was primarily driven due to an increase in total patients. Excluding the Acquisition, cost of care increased by $1.8 million, or 12%, from $15.2 million for the three months ended March 31, 2020 to $17.0 million for the three months ended March 31, 2021.

Selling, General, and Administrative Expenses

Selling, general, and administrative expenses accounted for 42% and 42% of our revenue for the three months ended March 31, 2021 and 2020, respectively. Selling, general, and administrative expenses increased $9.6 million, or 99%, from $9.7 million for the three months ended March 31, 2020 to $19.3 million for the three months ended March 31, 2021. This increase was primarily driven by Healthstat selling, general, and administrative expenses of $7.2 million. Additionally, the increase is due to professional and marketing fees related to the re-branding strategy of $1.6 million, and increases in software application costs of $0.6 million, and payroll-related expenses of $0.4 million.

Depreciation and Amortization

Depreciation and amortization increased $1.4 million, or 93%, from $1.5 million for the three months ended March 31, 2020 to $2.9 million for the three months ended March 31, 2021. Depreciation and amortization expense represented 6% and 6% of total revenues for the three months ended March 31, 2021 and 2020, respectively. The increase in depreciation and amortization was primarily due to amortization of Healthstat' s client relationships acquired on November 2, 2020, the investments in clinics, new technology, equipment and other capital expenditures that were purchased to support the continued growth of our business, along with the accelerated amortization of the Paladina tradename as a result of the Company' s re-branding strategy.

Nonoperating Income (Expense)

Interest Income

Interest income remained relatively flat from the three months ended March 31, 2020 compared to the three months ended March 31, 2021.

Interest Expense

Interest expense decreased $0.1 million from the three months ended March 31, 2020 compared to the three months ended March 31, 2021.

Results of Operations - Year Ended December 31, 2020 Compared to the Year Ended December 31, 2019

Our consolidated statements of operations for the years ended December 31, 2020 and 2019 are presented below (in thousands).

	For the Years Ended December 31,			
	2020	2019	$ Change	% Change
Revenue	$113,375	$80,898	$32,477	40 %
Operating expenses:				
Cost of care	69,197	55,472	13,725	25 %
Selling, general, and administrative expenses	42,786	38,103	4,683	12 %
Depreciation and amortization	6,386	6,234	152	2 %
Total operating expenses	118,369	99,809	18,560	19 %
Operating loss	(4,994)	(18,911)	13,917	74 %
Nonoperating income (expense):				
Interest income	37	32	5	16 %
Interest expense	(253)	(164)	(89)	(54)%
Total nonoperating expense	(216)	(132)	(84)	(64)%
Consolidated net loss before taxes	(5,210)	(19,043)	13,833	73 %
Provision for (benefit from) income taxes	(2,170)	604	(2,774)	NM
Consolidated net loss	(3,040)	(19,647)	16,607	85 %
Less: Net loss attributable to noncontrolling interest	(139)	(60)	(79)	(132)%
Net loss attributable to Everside Health	**$(2,901)**	**$(19,587)**	$16,686	85 %

NM - Not meaningful

The following table presents our operating expenses and operating as a percentage of consolidated revenue for the years ended December 31, 2020 and 2019:

	For the Years Ended December 31,	
	2020 % of Revenue	2019 % of Revenue
Revenue	100 %	100 %
Operating expenses:		
Cost of care	61 %	69 %
Selling, general, and administrative expenses	38 %	47 %
Depreciation and amortization	6 %	8 %
Total operating expenses	104 %	123 %
Operating loss	(4)%	(23)%

Revenue

Revenue increased by $32.5 million, or 40%, from $80.9 million for the year ended December 31, 2019 to $113.4 million for the year ended December 31, 2020. The increase in revenue is primarily due to the acquisition of Healthstat and significant growth in new business, resulting in a 209% increase in total patients. Revenue also increased due to a $1.8 million change in estimate related to a prior period performance guarantee. Excluding the Acquisition, revenue increased by $19.8 million, or 24%, from $80.9 million for the year ended December 31, 2019 to $100.7 million for the year ended December 31, 2020.

Cost of Care

Cost of care increased by $13.7 million, or 25%, from $55.5 million for the year ended December 31, 2019 to $69.2 million for the year ended December 31, 2020. The increase in cost of care is due to the acquisition of Healthstat and the costs associated with the growth in new business, which was primarily driven due to an increase in total patients in 2020 compared to 2019. Excluding the Acquisition, cost of care increased by $4.7 million, or 9%, from $55.5 million for the year ended December 31, 2019 to $60.3 million for the year ended December 31, 2020.

Selling, General, and Administrative Expenses

Selling, general, and administrative expenses accounted for 38% and 47% of our revenue for 2020 and 2019, respectively. Selling, general, and administrative expenses increased $4.7 million, or 12%, from $38.1 million for the year ended December 31, 2019 to $42.8 million for the year ended December 31, 2020. This increase was primarily driven by Healthstat selling, general, and administrative expenses of $3.3 million. Additionally, the increase is due to acquisition-related costs of $1.6 million and increases in other professional fees of $1.2 million and software costs of $1.0 million, partially offset by decreases in travel expenses due to COVID of $1.1 million and payroll-related expenses of $0.7 million.

Depreciation and Amortization

Depreciation and amortization increased $0.2 million, or 2%, from $6.2 million for the year ended December 31, 2019 to $6.4 million for the year ended December 31, 2020. Depreciation and amortization expense represented 6% and 8% of total revenues for the years ended December 31, 2020 and 2019, respectively. The increase in depreciation and amortization was primarily due to new technology, equipment and other capital expenditures that were purchased to support the continued growth of our business.

Nonoperating Income (Expense)

Interest Income

Interest income remained relatively flat from the year ended December 31, 2019 compared to the year ended December 31, 2020.

Interest Expense

Interest expense increased $0.1 million from the year ended December 31, 2019 compared to the year ended December 31, 2020.

Quarterly Results of Operations and Other Data

The following table sets forth our unaudited condensed consolidated statement of operations data for each of the last five quarters from January 1, 2020 through March 31, 2021. The unaudited quarterly statements of operations data set forth below (in thousands) have been prepared on a basis consistent with our audited annual consolidated financial statements included elsewhere in this prospectus and include, in our opinion, all normal recurring adjustments necessary for the fair statement of the results of operations for the periods presented. Our historical quarterly results are not necessarily indicative of the results that may be expected in the future. The following quarterly financial data should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus.

	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020 (1)	March 31, 2021
Revenue	$23,028	$23,707	$ 25,577	$ 41,063	$45,417
Operating expenses:					
Cost of care	15,247	14,310	14,748	24,892	29,887
Selling, general, and administrative expenses	9,707	9,008	9,094	14,977	19,292
Depreciation and amortization	1,485	1,458	1,406	2,037	2,868
Total operating expenses	26,439	24,776	25,248	41,906	52,047
Operating loss	(3,411)	(1,069)	329	(843)	(6,630)
Nonoperating income (expense):					
Interest income	10	9	9	9	7
Interest expense	(88)	(100)	(41)	(24)	(23)
Total nonoperating expense	(78)	(91)	(32)	(15)	(16)
Consolidated net loss before taxes	(3,489)	(1,160)	297	(858)	(6,646)
Provision for (benefit from) income taxes	592	(590)	42	(2,214)	98
Consolidated net income (loss)	(4,081)	(570)	255	1,356	(6,744)
Less: Net loss attributable to noncontrolling interest	(34)	(39)	(34)	(32)	(34)
Net income (loss) attributable to Everside Health	$(4,047)	$(531)	$ 289	$ 1,388	$(6,710)

(1) The acquisition of Healthstat occurred on November 2, 2020.

The following table presents our operating expenses and operating income (loss) as a percentage of consolidated revenue for each of the last five quarters from January 1, 2020 through March 31, 2021.

	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020	March 31, 2021
Operating expenses:					
Cost of care	66 %	60 %	58 %	61 %	66 %
Selling, general, and administrative expenses	42 %	38 %	36 %	36 %	42 %
Depreciation and amortization	6 %	6 %	5 %	5 %	6 %
Total operating expenses	115 %	105 %	99 %	102 %	115 %
Operating income (loss)	(15)%	(5)%	1 %	(2)%	(15)%

Liquidity and Capital Resources

We finance our operations primarily through equity. We expect to continue to incur operating losses and generate negative cash flows from operations for the foreseeable future due to the investments we intend to continue to make in expanding our operations, in sales and marketing and due to additional general and administrative costs we expect to incur in connection with operating as a public company. Furthermore,

attainment of revenue targets as it pertains to our contingent liability related to our acquisition of Healthstat could result in a significant cash outlay during 2021. As a result, we may be required to seek additional equity or debt financing. Our future capital requirements will depend on many factors, including achievement of our plans to build out new centers, invest in technologies and expansion of sales, marketing and development activities. In the event that additional financing is required from outside sources, we may not be able to raise it on terms that are acceptable to us or at all. If we are unable to raise additional capital as needed, our business and results from operations may be harmed. See "Risk Factors−Risks Related to our Business". In addition, to support the growth of our business, we may need to incur additional indebtedness or seek new capital through equity and debt financings, which sources of additional capital may not be available to us at acceptable terms or at all.

We believe that our existing cash and cash equivalents will be sufficient to meet our working capital and capital expenditure needs for at least the next 12 months.

Indebtedness

During 2018, our subsidiary, Everside Health, LLC, or Everside Sub, entered into a credit facility with Comerica Bank. The credit facility is secured by all of Everside Sub' s assets and is composed of three facets: a formula-based revolving line of credit to support working capital, a term loan to support capital expenditures, and a $0.1 million corporate credit card facility to support daily operations. The agreement was amended during 2019, which increased the maximum borrowing amount to $10.0 million each for both the line and the term loan. During 2020, we paid the entire amount due on the revolving line of credit. Interest on outstanding balances is based on the bank' s prime rate plus an applicable spread. At the conclusion of the draw period for the term loan on February 28, 2021, principal and accrued interest are due in monthly installments continuing through February 21, 2024. On March 25, 2021, we further amended the credit facility with Comerica Bank, which increased the maximum borrowing amount to $40.0 million structured as a line of credit. The $2.8 million outstanding on the term loan as of December 31, 2020 was transferred into the amended credit facility.

Interest on outstanding balances is based on the bank' s prime rate plus an applicable spread. The effective interest rate as of June 30, 2021 was 3.75%.

Under the credit facility as amended, we are subject to financial covenants if the aggregate borrowings are equal to or greater than $15.0 million as of the last day of any calendar month upon which Everside Sub is required to maintain a minimum liquidity balance. As of June 30, 2021, there were no covenant violations.

On July 12, 2021, we increased the maximum borrowing amount by $20 million under the credit facility with Comerica Bank. As of July 12, 2021, the outstanding borrowings under the credit facility totaled $34.4 million, comprised of the $29.6 million used to fund the R-Health Acquisition, a $2.0 million draw during the second quarter of 2021 to fund working capital needs and the $2.8 million transferred from the term loan on March 25, 2021. We intend to pay down all of this debt with the proceeds of the offering.

Cash Flows

The following table summarizes our cash flows for the three months ended March 31, 2021 and 2020 and the years ended December 31, 2020 and 2019 (in thousands):

	For the Three Months Ended March 31,		For the Years Ended December 31,	
	2021	2020	2020	2019
Net cash used in operating activities	$(2,398)	$(629)	$(982)	$(7,273)
Net cash used in investing activities	(886)	(79)	(68,521)	(4,469)
Net cash provided by financing activities	–	5,216	70,478	6,607
Net increase (decrease) in cash, cash equivalents, and restricted cash	$(3,284)	$4,508	$975	$(5,135)

Operating Activities

During the three months ended March 31, 2021, net cash used in operating activities was $2.4 million, compared to $0.6 million for the three months ended March 31, 2020. The increase in cash used in operating activities during the three months ended March 31, 2021 was primarily due to adverse changes in accounts payable and accrued liabilities driven by payments for professional services and IT charges, partially offset by the timing of Healthstat accounts receivable collections.

During the year ended December 31, 2020, net cash used in operating activities was $1.0 million, compared to $7.3 million for the year ended December 31, 2019. In 2020 there was a decrease in the change in working capital driven by higher accounts receivable balances and higher days sales outstanding stemming from the acquisition of Healthstat and adverse changes in accounts payable and accrued liabilities driven by IT and professional services fees toward the end of 2020.

Investing Activities

During the three months ended March 31, 2021, net cash used in investing activities was $0.9 million, compared to $0.1 million for the three months ended March 31, 2020. The increase in cash used in investing activities is due to increased investments in clinics, new technology, equipment and other capital expenditures that were purchased to support the continued growth of our business.

During the year ended December 31, 2020, net cash used in investing activities was $68.5 million, compared to $4.5 million for the year ended December 31, 2019. The increase in cash used in investing activities is due to the acquisition of Healthstat in 2020.

Financing Activities

During the three months ended March 31, 2021, there was zero net cash used in financing activities compared to net cash provided by financing activities of $5.2 million for the three months ended March 31, 2020. The change was due to borrowings of $5.2 million made on our debt facility during the three months ended March 31, 2020.

During the year ended December 31, 2020, net cash provided by financing activities was $70.5 million, compared to $6.6 million for the year ended December 31, 2019. This was driven by increased capital contributions partially offset by net debt repayments of $4.7 million compared to net borrowings of $5.5 million during 2019.

Off-Balance Sheet Arrangements

We did not have any off-balance sheet arrangements as of March 31, 2021.

Contractual Obligations and Commitments

See Note 9. Commitments and Contingencies within our Notes to Condensed Consolidated Financial Statements for our lease commitments for each of the next five years and thereafter.

Critical Accounting Policies and Significant Judgments and Estimates

Our condensed consolidated financial statements and accompanying notes have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the amounts reported amounts of assets, liabilities, revenue and expenses, and related disclosures. We base our estimates on historical experience, known trends and events, and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying

values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from these estimates. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected. For a more detailed description of our significant accounting policies, see Note 2 "Summary of Significant Accounting Policies", within our Notes to Condensed Consolidated Financial Statements included in this report.

Revenue Recognition

ASC Topic 606, *Revenue from Contracts with Customers*, or ASC 606, requires companies to exercise more judgment and recognize revenue using a five-step process. We adopted ASC 606 using the modified retrospective method for all contracts effective January 1, 2019 and utilized the portfolio approach to group contracts with similar characteristics and analyzed historical cash collections trends. Under the modified retrospective method, we applied ASC 606 to contracts that were not complete as of January 1, 2019, prior periods were not adjusted. No cumulative effect adjustment in accumulated deficit was recorded as the adoption of ASC 606 did not materially impact our consolidated financial statements or results of operations.

Under ASC 606, revenue is recognized when a customer obtains control of promised goods or services, in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements that an entity determines are within the scope of ASC 606, we performed the following five steps: (i) Identify the contract(s) with a customer; (ii) Identify the performance obligations in the contract; (iii) Determine the transaction price; (iv) Allocate the transaction price to the performance obligations in the contract; and (v) Recognize revenue as the entity satisfies a performance obligation.

Revenue is generated from fees by our employer and union clients who purchase our Complete Care services for their employees or member, and their dependents. The Company typically enters into longer-term written contracts with clients for two to five years, most of which are corporate clients, school districts, unions, or government agencies. This revenue is paid primarily to our wholly-owned subsidiaries. In certain situations, including as influenced by statutory regulations, the client contract is held by and the resulting revenue is paid to the PC. As the PCs are consolidated under the VIE guidance, this revenue is included in the Company' s consolidated results. The revenue derived from our client is completely separate from and unrelated to the intracompany compensation paid by the PCs to the Company under the management service agreements, which are eliminated upon consolidation.

PMPM Rate

For some of our contracts, we are paid a PMPM rate for each covered individual, or patient, who is attributed by the client to us. We record revenue in the month for which the PMPM rate applies for each patient. The PMPM rate is based on a predetermined monthly contractual rate for each patient regardless of the volume of primary care services provided under the contracts with the clients. The PMPM rate varies based on services provided to the clients.

Fixed Rate

For some of our contracts, we are paid a fixed monthly rate for all of the clients' patients. We record revenue in the month for which the monthly rate applies. The fixed rate is based on a predetermined monthly contractual rate regardless of the volume of primary care services provided under the contracts with our clients.

Transparent Pricing

For some of our contracts, we charge certain costs on a line-item basis and apply additional fees for management and other services we provide; this pricing structure is referred to as transparent pricing. We record revenue in the month the services are rendered to clients' patients.

Revenue is reported at the amount that reflects the consideration we expect to be entitled in exchange for the provision of our primary care services to our clients. We contract with clients that have a single performance obligation that consists of a series of services for the provision of primary care services for the term of the contract. The majority of our transaction price relates specifically to our efforts to transfer the service for a distinct increment of the series and is recognized as revenue in the month in which patients are entitled to primary care services.

Performance Guarantees

Related to some contracts included in the categories above, we agree to certain performance guarantees, which provide us financial incentives to increase our accountability for the cost, quality and efficiency of the care provided to the population of patients. We are paid the financial incentives when, for a given twelve-month measurement period, our performance on quality of care and utilization meets or exceeds the standards set by the clients as outlined in the contracts and when savings are achieved for healthcare costs associated with the population of client patients. Conversely, in certain arrangements, we owe the client a financial penalty for failure to meeting the agreed upon metrics. We analyze and report to the clients the activities during the measurement period using the agreed upon benchmarks, metrics and performance criteria to determine the appropriate payments.

We estimate the transaction price by analyzing the activities during the relevant time period in contemplation of the agreed upon benchmarks, metrics, performance criteria, and attribution criteria based on those and any other contractually defined factors. Revenue is not recorded until the price can be estimated by us and to the extent that it is probable that a significant reversal will not occur once any uncertainty associated with the variable consideration is subsequently resolved.

Contract Liabilities

Payments received in advance are recorded as deferred revenue. Because all of our performance obligations relate to contracts with a duration of one year or less, we have elected to apply the optional exemption provided in ASC 606-10-50-14(a) and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

We make an initial and ongoing evaluation of a client' s creditworthiness and may require payment in advance of the month of coverage. The credit risks assumed by us, and any billed amounts not expected to be collected for services rendered, represent bad debt expense.

Business Combinations

We account for business combinations using the acquisition method of accounting. Under this method, the purchase price of the acquisition, including the fair value of any contingent consideration, is allocated to the assets acquired and liabilities assumed using their acquisition date fair values determined by management.

Management uses its best estimates and assumptions as part of the purchase price allocation process to accurately value assets acquired and liabilities assumed at the acquisition date, however our estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, we may record adjustments to the preliminary purchase price allocation if necessary, with any offsetting amount booked to goodwill. Any adjustments to the purchase price allocation identified after the measurement period are recorded to the consolidated statements of operations.

Acquisition related costs incurred in connection with a business combination are expensed as incurred in selling, general, and administrative expenses within the consolidated statements of operations. If there is acquisition related consideration accounted for as compensation expense, such as retention bonuses, incurred in connection with an acquisition they are included in general and administrative expenses within the consolidated statements of operations.

In circumstances where an acquisition involves a contingent consideration arrangement classified as a liability, we recognize a liability related to the fair value of the contingent consideration as of the acquisition date. The fair value of the contingent consideration is determined using the present value of the payments expected to be made as of the measurement date. This liability is remeasured each reporting period and changes in the fair value is presented as contingent consideration within the consolidated statements of operations.

Goodwill and Other Intangible Assets

Goodwill represents the excess of consideration paid over the fair value of net assets acquired through business acquisitions. Intangible assets consist of client relationships and trade names acquired through business acquisitions.

Goodwill is not amortized, but is tested for impairment at least annually (October 1st), or more frequently if triggering events occur or other impairment indicators arise which might impair recoverability. These triggering events or circumstances include a significant change in the business climate, legal factors, operating performance indicators, competition, sale, disposition of a significant portion of the business, or other factors.

ASC Topic 350, Intangibles−Goodwill and Other, or ASC 350, allows entities to first use a qualitative approach to test goodwill for impairment. If, after assessing qualitative factors, we believe that it is more likely than not that the fair value of the reporting unit is less than its carrying value, we perform a quantitative test. We perform the quantitative goodwill impairment test by comparing the fair value of the reporting unit, which we primarily determine using an income approach based on the present value of discounted cash flows, to the respective carrying value, which includes goodwill. If the carrying value, including goodwill, exceeds the reporting unit' s fair value, we recognize an impairment loss for the amount by which the carrying amount exceeds the reporting unit' s fair value. There were no goodwill impairments recorded during the three months ended March 31, 2021 or for the years ended December 31, 2020 and 2019.

Intangible assets subject to amortization include client relationships and trade names acquired as part of business combinations. Our intangible assets are amortized on a straight-line basis over their estimated useful lives, generally one year for tradenames and ranging from 8 to 12 years for client relationships. All intangible assets subject to amortization are reviewed for impairment in accordance with ASC Topic 360, Property, Plant and Equipment. There were no intangible asset impairments recorded during the three months ended March 31, 2021 or for the years ended December 31, 2020 and 2019.

The determination of fair values and useful lives requires us to make significant estimates and assumptions relating to future cash flows, including our interpretation of current economic factors and industry data, and assumptions about our strategic plans with regards to our operations.

Equity-Based Compensation

In 2018, Holdings entered into its Amended and Restated Limited Liability Company Agreement, which provided for the ability to issue value units as incentive equity awards to our employees and service providers (including our directors), and established the rules and procedures for issuing such awards, referred to as the Incentive Plan. Awards of value units under the Incentive Plan generally vest over a four-year period, provided that the recipient continues to be employed by or provide services to us throughout that period. Upon vesting, the holders of value units are entitled to receive distributions from Holdings, if and to the extent declared by the board of directors upon an exit event or other distribution, provided that such distributions, in the aggregate, exceed the applicable thresholds set forth in the Holdings' Amended and Restated Limited Liability Company Agreement for the applicable class of value units.

We record compensation expense for the unit awards granted based on the fair value of the unit award at the time of the grant. However, as the performance condition was not probable of being met, no equity-based

compensation expense was recorded for the three months ended March 31, 2021 or for the years ended December 31, 2020 and 2019. Upon an IPO, the compensation expense recorded in the period of IPO based on the service-vested number of awards at that time and the awards not yet service vested would be expensed over the future service vesting period.

In connection with the Corporate Reorganization, immediately prior to the consummation of this offering, all holders of outstanding value units will receive shares of common stock and/or restricted common stock of Everside Health Group, Inc. See "Corporate Reorganization."

Emerging Growth Company Status

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. The JOBS Act provides that an emerging growth company can take advantage of the extended transition period for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to avail ourselves of this extended transition period and, as a result, we will not adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies until required by private company accounting standards.

Recent Accounting Pronouncements

For a description of recently issued accounting pronouncements, see Note 2, Significant Accounting Policies, within the Notes to Condensed Consolidated Financial Statements.

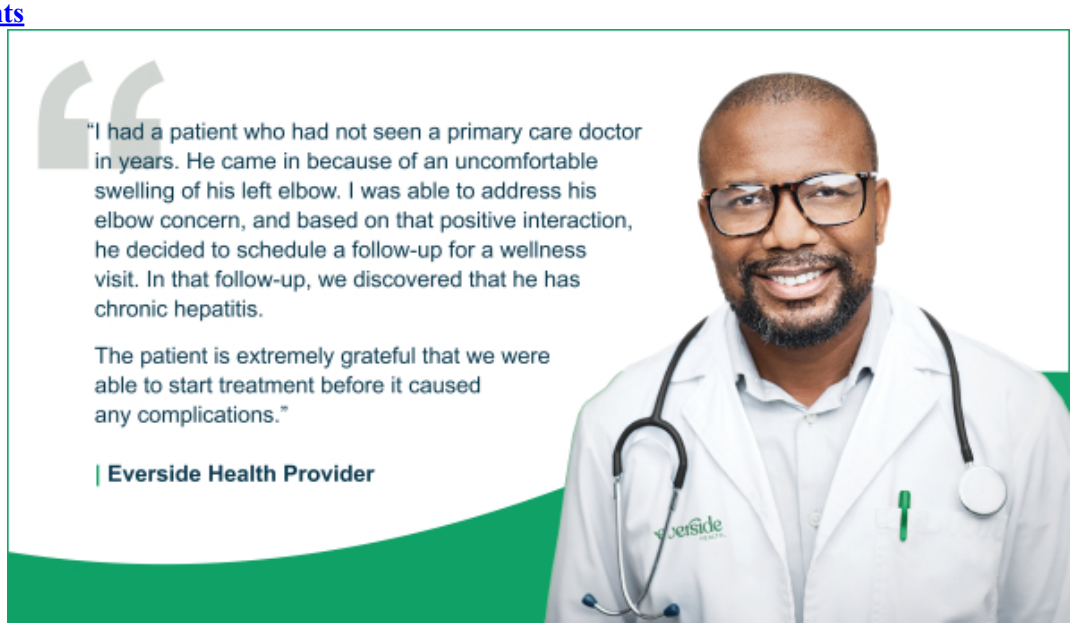
Quantitative and Qualitative Disclosures about Market Risk

We had cash and cash equivalents of $15.1 million and $18.4 million as of March 31, 2021 and December 31, 2020, respectively, consisting of cash on deposit and money market funds for working capital purposes.

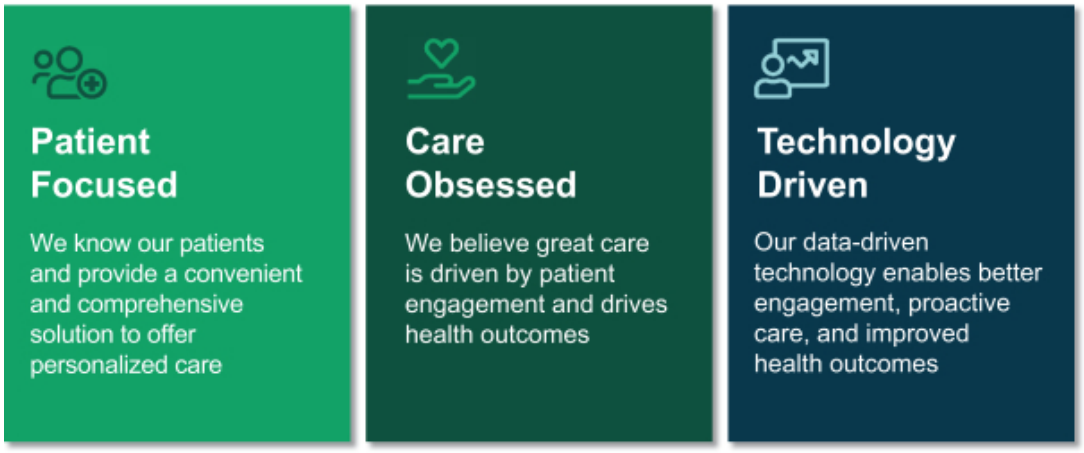
During 2018, Everside Sub entered into a credit facility with Comerica Bank, which was amended on March 25, 2021 and further amended on July 12, 2021. Under this amendment, we are subject to financial covenants if the aggregate borrowings are equal to or greater than $15 million as of the last day of any calendar month upon which we are required to maintain minimum liquidity balances as defined by the agreement. Furthermore, the July 12, 2021 amendment includes a financial covenant that the first proceeds received from an equity event be used to repay outstanding borrowings. At March 31, 2021, there were no covenant violations. The effective interest rate was 3.25% at both March 31, 2021 and March 31, 2020.

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our cash and cash equivalents, short-term marketable securities and debt are subject to market risk due to changes in interest rates. Fixed rate securities may have their market value negatively impacted due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall. Due in part to these factors, our future investment income may be lower than expected due to changes in interest rates or we may suffer loss of principal if we are forced to sell securities that decline in market value due to changes in interest rates.

We do not believe that an increase or decrease of interest rates of 100 basis points would have a material impact to our business or our results of operations.



everside HEALTH™ Platform



BUSINESS

Overview

At Everside Health, our mission is to enable patients in our care to live their healthiest lives. Our vision is to build the most trusted, accessible and personalized healthcare experience alongside our patients and clients.

We are a patient-focused, care-obsessed, technology-driven primary care platform with frictionless in-person and virtual care. We listen to our clients and offer them tailored solutions to deliver accessible, high quality care and lower healthcare costs for our patients and clients. We provide our patients with a differentiated experience because we believe that engaging patients in their care is key to both improving health outcomes and delivering healthcare cost savings. We are disrupting healthcare by addressing the unmet needs of key stakeholders, including patients, providers and our clients, which are primarily self-funded employers and labor unions. As of March 31, 2021, we operate 343 centers, across over 140 U.S. markets and 33 states, as presented in the map in Figure 1 below, serving over 300 clients and caring for over 520,000 patients. Of our centers, we lease approximately 20% of the centers and our clients lease or own approximately 80% of the centers.

The current U.S. healthcare system is a source of constant frustration for key stakeholders. The lack of seamless access to primary care is a key source of this frustration and a key driver of costs.

Patients. Patients are generally dissatisfied with their overall healthcare experience. This is fundamentally due to difficulties securing appointments in a reasonable time frame, long wait times and short, impersonal interactions with their provider, limited care coordination across clinical settings, inconvenient locations, and lack of transparent pricing and billing.

Providers. PCPs have among the highest burnout rate in the medical field, caused in part by extensive administrative burdens, large patient panel sizes, lack of time for meaningful relationship building and a fee-for-service (FFS) reimbursement model that promotes volume-based care and discourages proactive preventive care.

Clients. Employers and other self-funded plan sponsors are generally frustrated by rising annual health benefit costs, fragmented point solutions and limited provider access for their employees. Self-funded clients seek to reduce absenteeism, enhance employee engagement, increase employee productivity, increase employee retention and produce better health outcomes while reducing the cost of healthcare for their employees.

Our company has developed innovative, data-driven solutions to improve patient experience, address provider burnout, and tackle the rising healthcare costs facing employers. We believe that patient care should be empowered by data, and we have invested heavily in a scalable, secure and cost-efficient technology platform, *Everside 360™*. This enables us to provide our longitudinal, holistic care model, an omnichannel approach to in-person and virtual care, and transparent results for our clients. Our Complete Care Solution, is a comprehensive, technology-enabled primary care delivery solution that delivers results for our patients, our providers and our clients.

The majority of our clients are self-funded employers and labor unions that are looking to control their rising healthcare costs. Our key market focus includes state governments, school districts and manufacturers who are typically sensitive to their increasing spend on healthcare claims. We typically enter into 2-5 year contracts with our clients where we receive a value-based, recurring revenue payment to serve all of their eligible employees and dependents, which we define as our patients. A key component to our client sales strategy is forecasting a client' s return on investment, or ROI, with Everside by analyzing each client' s historical healthcare spend and using actuarial analytics to forecast our ability to reduce the total cost of care for our clients. Notably, the Everside primary care solution yields savings in all categories of healthcare spend, including, but not limited to, diagnostic imaging, inpatient admissions, pharmacy, emergency department visits and specialist consults. We are committed to delivering these cost savings results, and we report back to our clients the comparison of their actual savings against our projections. In a study that included over 80 clients and 170,000 patients, our model,

which is based on internal projections and inclusive of our acquisitions of Activate and Healthstat, reduced healthcare cost inflation to under 1.5% per year and delivered average gross savings of 17% over 3 years, 30% by year 5 and 40% by year 7. This healthcare cost inflation is calculated by looking at the average increase in total medical expense, on a per member per month basis, across our clients year-by-year. We calculate gross savings by establishing a baseline benchmark spend on a per member per month basis in the year prior to the start of our providing services for each client; calculating the actual per member per month costs for each subsequent year to represent actual costs for each client and creating a projection of what costs would have been without our services each year for each client, which we do by utilizing independently published inflation benchmarks for commercial populations health costs. In addition, we adjust for client benefit plan design changes and other extraneous factors not attributable to the services we provide. The difference between our projection of expected healthcare cost in each year compared to actual healthcare cost represents the estimated savings. We then calculate the percentage difference between the actual costs and the projected costs, which we call the gross savings. We do this while earning a Net Promoter Score of 84 from our patients. Our ability to drive reductions in the total cost of care while offering what we believe is a superior patient experience creates strong alignment, and a true partnership, between Everside and our clients. We believe this approach, which focuses on the central needs of our clients, is a key driver of our over 95% net revenue retention rate, which is calculated based on the annual percentage of clients that continue with us from one year to the next. The retention measure is a 3-year weighted average from 2018 to 2020. Although we were incorporated in 2018, our calculation is inclusive of businesses we acquired that were independently founded in 2011, 2009 and 2001. Among the key drivers of the high retention rate annually are the multi-year contracts and the strong service and results we deliver to clients.

We offer a differentiated patient experience with a technology-driven patient engagement strategy. We recognize that motivating patients to proactively engage in their health is the key to driving reductions in the total cost of care. Our model addresses the financial barriers to proactive healthcare, with a predictable, fully transparent pricing model for our clients that enables our patients to access dependable care without additional out-of-pocket costs, helping to build trust, loyalty and patient engagement. In many of our centers, we do not charge copays or fees to our patients, including for prescriptions, and there are no charges billed to a patient' s insurance for provider services. We use sophisticated algorithms to risk stratify our patients based on historical claims and clinical information. We combine this information with our digital outreach model to create highly targeted patient outreach journeys to appropriately engage patients across the risk continuum. We define a patient outreach journey as a personalized series of engagements across multiple modalities to drive a specific outcome for each patient.

Our Complete Care Solution creates a low-cost, high-touch patient experience allowing us to deliver excellent results for our key stakeholders.

Patients. Inspired by our mission, we have reinvented the patient experience, including 24/7 patient access to their primary care team, frictionless scheduling, short wait times and longer patient visits in a convenient care setting, both in-person and virtually. We deliver a convenient and comprehensive solution to our patients, allowing them to receive services for primary care, laboratory, medication dispensing, and ancillary services like behavioral health and occupational health services at an on-site or near-site center location. This has resulted in an average NPS score, of 84 over the twelve months ended March 31, 2021, as opposed to primary care providers that average single-digit NPS score. The NPS score is a widely used metric that measures customer satisfaction and loyalty by asking respondents to rate the likelihood they would recommend a company or service. After primary care visits, members are sent a survey to assess satisfaction and their likeliness to recommend our services to others. Respondents give a rating between 0 (not at all likely) and 10 (extremely likely) and, depending on their response, they fall into one of three categories:

Promoters respond with a score of 9 or 10 and are typically loyal and enthusiastic patients.

Passives respond with a score of 7 or 8. They are satisfied with the service but not happy enough to be considered promoters.

Detractors respond with a score of 0 to 6. They are unhappy patients who are unlikely to engage again and may even discourage others from engaging with us.

The NPS score is calculated by subtracting the percentage of Detractors from the percentage of Promoters. The percentage of Detractors is equal to the number of Detractors divided by the number of total respondents. The percentage of Promoters is equal to the number of Promoters divided by the number of total respondents. In addition, we have demonstrated the ability to deliver high quality care; for example, by exceeding the 90th percentile thresholds for multiple important screening measures, such as colorectal cancer screening and hypertension, as set by HEDIS such as diabetic blood pressure control and hypertension control.

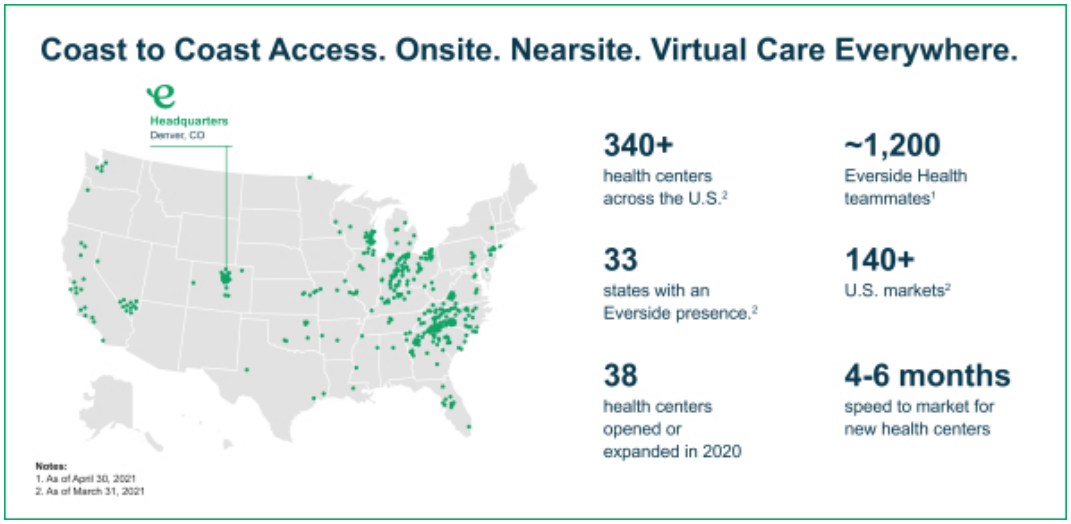
Providers. We believe that if our PCPs are given the appropriate time, tools and support, they can effectively manage a majority of the typical patient' s health needs, and thereby, significantly impact a patient' s healthcare spend while improving their outcomes. Our providers typically have smaller patient panels averaging 885 patients relative to the traditional fee-for-service patient panel, which average approximately 2,200 and exceed 3,000 patients. This allows our PCPs to see our patients more frequently, averaging 3.6 visits per year versus an average of approximately 1.3 primary care visits for adults nationally, and spend more time with their patients, with an average visit scheduled for 28.1 minutes, which is 67% longer than the national average of 16.2 minutes. Comprehensive appointments can last 60-90 minutes or more. By spending more time with patients, PCPs can develop personalized care plans and perform procedures which would otherwise be sent to urgent care centers or emergency rooms. In addition, our value-based PMPM pricing model means our providers do not have to manage the complexities of coding and billing. We aim to reduce provider burnout, increase provider retention, improve speed to provider recruitment, and drive higher clinician satisfaction to make us the employer of choice for PCPs.

Clients. Our business model creates direct financial alignment with our clients. Our value-based payment model means that we are rewarded when we deliver quality outcomes and cost savings to our clients. This sets us apart from fee-for-service providers who benefit financially when employers and patients pay more for additional services. In addition, we believe we drive improved employee satisfaction and productivity, lower absenteeism and deliver better healthcare outcomes. As a result of our Complete Care Solution, 76% of patients who responded to our survey say their opinion of their employer has improved with access to our comprehensive healthcare services. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements with clients. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "How has access to Everside Health and the services they offer impacted your opinion of your employer?" Patients may select one of the following options: "Negatively Impacted, No Change, Somewhat Improved, Significantly Improved, Not Applicable." In the 12 month period ending March 31, 2021, of the 3,674 responses (which excludes "Not Applicable" responses), 2,796 patients selected "Somewhat Improved" or "Significantly Improved" resulting in a calculation of 76% of respondents indicating that their opinion of their employer has improved with access to Everside' s services. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services. We typically are able to provide our clients 15-25% total cost of care savings within 3-5 years and some clients experience savings of 40% or more within 7 years.

We believe that our business model is highly scalable due to our ability to open new centers in 4-6 months with modest required capital investments and our ability to efficiently deploy our centers in multiple geographic settings. A typical new health center costs approximately $150,000 to $500,000 to open and can be funded by Everside or by the client. Because of the low startup costs and predictable volume from the client' s employees, our typical payback period is within the first year of opening a new health center. Our model allows us to create de novo centers and to customize to client size and demographics, allowing us to open in any geographic area,

regardless of population density. We serve both metropolitan areas and rural areas, and augment with virtual capabilities to efficiently and effectively extend our reach. We are physically present in over 140 U.S. markets today. As of March 31, 2021, we had over 340 health centers in 33 states. In addition, we serve over 300 clients, and no client represented more than 6% of revenues for 2020. For the twelve months ended December 31, 2020, we grew our patients by approximately 209% from 166,970 at December 31, 2019 to 516,364 at December 31, 2020.

Figure 1



We are engaged in the management and operation of direct primary care clinics and are affiliated with several different PCs that employ, or have independent contractor relationships with, certain licensed providers with the qualifications, expertise, and experience to provide medical services through the clinics.

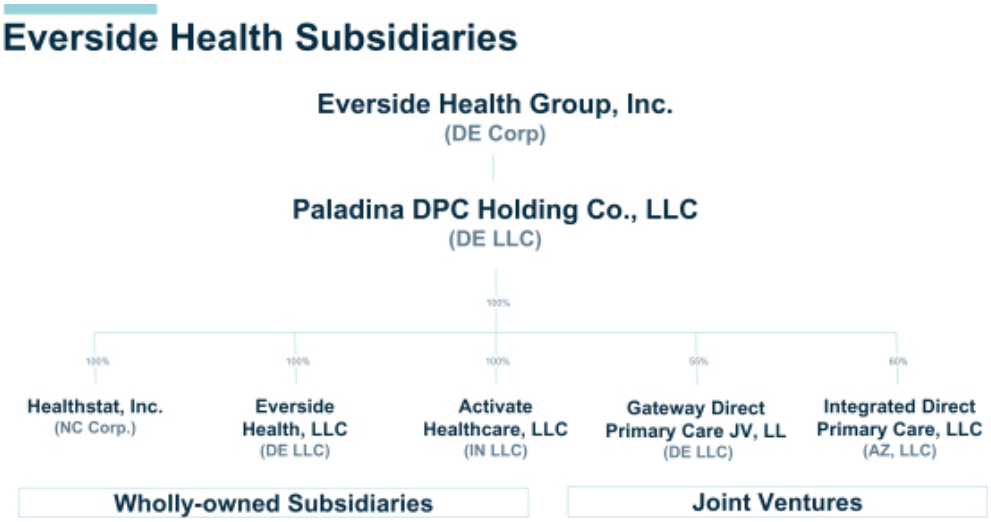
The PCs are formed with the primary purpose to operate as a physician group practice in line with applicable state rules and regulations, including the corporate practice of medicine. Client contracts are generally held by the Company' s operating subsidiaries, except in the states that prohibit the corporate practice of medicine. In those states, our client contracts are held by the PCs. We and the PCs typically enter into a Professional Services Agreement, or PSA, which requires the PCs to provide healthcare services exclusively on our behalf. In conjunction with the PSA, the PCs enter into a Management Services Agreement, or MSA, with us, whereby we provide certain management services to the PCs. We do not own any of the PCs, rather they are owned by a sole shareholder, our Chief Medical Officer. However, the PCs are consolidated by us. The Company files a consolidated tax return on behalf of itself and the PCs.

For financial reporting purposes, we consolidate the PCs as entities in which we have a controlling financial interest based on either the variable interest model or voting interest model. We are required to first apply the variable interest model to determine whether we hold a variable interest in an entity, and if so, whether the entity is a variable interest entity, or VIE. If we determine we do not hold a variable interest in a VIE, we then apply the voting interest model. Under the voting interest model, we consolidate an entity when we hold a majority voting interest in an entity.

An entity is considered to be a VIE if any of the following conditions exist: (a) the total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support, (b) the holders of the equity investment at risk, as a group, lack either the direct or indirect ability through voting rights or similar rights to make decisions that have a significant effect on the success of the entity or the obligation to absorb the entity' s expected losses or right to receive the entity' s expected residual returns, or (c)

the voting rights of some equity investors are disproportionate to their obligation to absorb losses of the entity, their rights to receive returns from an entity, or both and substantially all of the entity' s activities either involve or are conducted on behalf of an investor with disproportionately few voting rights.

We consolidate all VIEs for which we are the primary beneficiary. An entity is determined to be the primary beneficiary if it holds a controlling financial interest, which is defined as having (a) the power to direct the activities of the VIE that most significantly impact the entity' s economic performance and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE.



We determined that all entities subject to the consolidation guidance are VIEs for which we are the primary beneficiary. Currently, we have 4 PCs in our organizational structure, all of which have been determined to be VIEs.

We have experienced both strong organic and inorganic revenue growth since inception. Revenue increased approximately 40% from $81 million for the year ended December 31, 2019 to $113 million for the year ended

December 31, 2020. Organic revenue, which excludes revenue from our recent Acquisition, increased approximately 24% from $81 million for the year ended December 31, 2019 to $101 million for the year ended December 31, 2020. Consolidated net loss decreased from $20 million for the year ended December 31, 2019 to $3 million for the year ended December 31, 2020. Care margin increased from $25 million for the year ended December 31, 2019 to $44 million for the year ended December 31, 2020. Adjusted EBITDA increased from negative $13 million for the year ended December 31, 2019 to positive $3 million for the year ended December 31, 2020. Care margin and Adjusted EBITDA are supplemental measures that are not calculated in accordance with GAAP. See the section titled "Management' s Discussion and Analysis of Financial Condition and Results of Operations−Key Business Metrics and Non-GAAP Financial Measures" for additional information and a reconciliation to the most directly comparable financial measure calculated in accordance with GAAP.

Industry Challenges and Our Market Opportunity

Industry Challenges

The current United States healthcare system has significant inefficiencies, presenting key stakeholders with several major challenges: (i) patients that lack access to high-quality, cost-effective care that is provided at the appropriate site of care, (ii) providers that lack the flexibility, autonomy and financial incentives to deliver clinically-effective, value-based care and (iii) employers, labor unions and health plans that lack effective means to control healthcare costs while improving access for their patients and beneficiaries. As a result, healthcare spending continues to rise nationwide.

Healthcare spending in the United States reached nearly $3.8 trillion in 2019, according to CMS, representing approximately 18% of total GDP. In 2019, healthcare spending in the United States represented 17% of GDP, compared to 8.6% average for Organisation of Economic Cooperation and Development, or OECD countries, or over $10,000 per capita in the United States, approximately 2.5 times greater than the average OECD country. Despite spending more than double the average OECD country per capita spend, the United States experiences below average health outcomes, including measures of life expectancy, quality of primary care and quality of acute care. We believe that a principal reason for this is the current underinvestment in primary care within today' s United States healthcare system.

The current fee-for-service reimbursement model in the United States traditionally rewards high volumes of specialty-based care, while limiting the reimbursement for preventative services delivered by primary care. Highlighting this, the United States on average, currently spends only 5-7% of its healthcare dollars on primary care in contrast to the 14% spent by other OECD nations, according to a 2019 Patient-Centered Primary Care Collaborative report. In addition, according to studies from Oregon' s Patient-Centered Primary Care Home, or PCPCH, program, for every $1 spent on primary care, an estimated $13 is saved on costs in specialty care, inpatient care and emergency care.

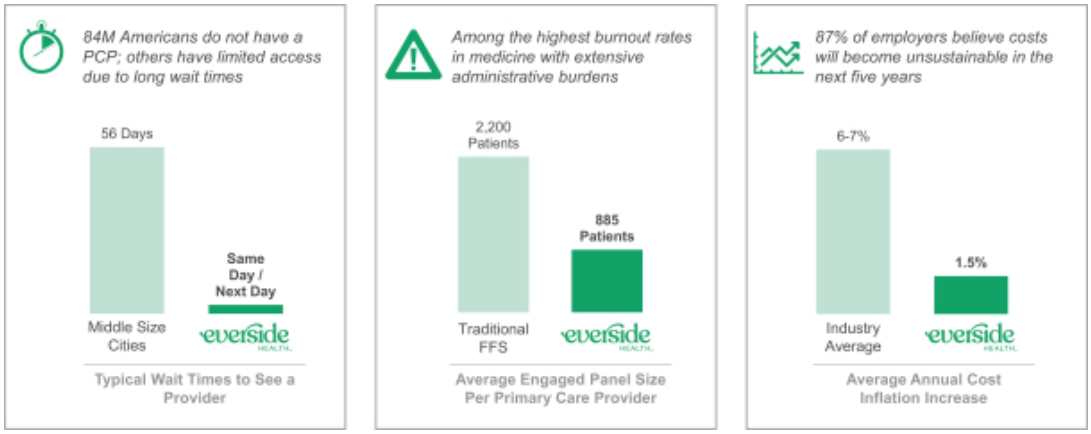
As a direct result of the aforementioned underinvestment in the United States in primary care, typical PCPs are forced to make difficult clinical decisions in a complex fee-for-service payment environment. Examples of these inherent conflicts and limitations include:

- Legacy financial models that do not adequately reimburse providers for time spent coordinating care with other treating providers, performing medication management, or engaging directly with the patient outside of regularly scheduled office visits. We believe these are critical components when promoting positive health outcomes and lowering costs.
- Time limitations that hinder a provider' s ability to make more complex diagnoses (often prompting unwarranted, unnecessary referrals to specialty care) or addressing underlying health conditions such as chronic disease and behavioral health concerns.
- Large patient panel sizes and increasing administrative requirements that divert providers from clinical duties, reduce the availability and accessibility of providers to their patients and ultimately lead to provider burnout.

A trend of hospitals acquiring independent physicians. Healthcare systems often hire PCPs to drive more volume to their specialists and other clinical settings, which further increases costs.

In addition to the unmet needs of the patient, employers are continuing to face increasing costs even as overall patient access to care has declined. For both employers and employees, annual health benefit costs are at all-time highs, exceeding $21,000 per family in 2020 with employee contributions also reaching record highs of more than $5,500 per family representing an increase of 111% over the last decade, according to KFF. Ninety-six percent of employers say health benefit costs are excessive. Eighty-seven percent of employers say that within the next five years the cost of providing health benefits will become unsustainable.

Despite these increased costs for both the employer and the employee, the typical patient wait in 2017 was approximately 29 days to see a family medicine practitioner, an increase of 50% over the prior 4 years, according to a recent Merritt Hawkins survey of the 15 largest U.S. metropolitan areas. In middle-size markets, this wait time increases to 56 days. Worse yet, as of 2019, approximately 84 million people in the United States lack access to a PCP. Furthermore, 44% of patients do not go to their physician because of cost.



We believe that investing in primary care will improve the quality of care and reduce overall costs. The traditional primary care fee-for-service model has driven employers to seek out innovative primary care solutions to keep their employees healthy while also reducing healthcare costs. A number of digital health solutions have entered the marketplace to address this market need, however 59% of patients surveyed said they prefer in-person visits and an additional 22% preferred a combination of in-person and digital for routine care. Digital-only solutions will not meet patient demand for access to primary care.

The current state of the United States healthcare system leaves key stakeholders with a sense of growing frustration. We believe that these unmet needs represent a significant opportunity for Everside.

Our Market Opportunity

We have designed the Everside Health Platform to address the existing frustrations and unmet needs of our key stakeholders. We are attempting to disrupt the current healthcare system through our:

Seamless, omnichannel Complete Care Solution via a combination of conveniently located in-person centers and virtual access utilizing *Everside Everywhere* ™, our portal and mobile application

343 conveniently located health centers across 33 states offering same-day and next-day patient access

Patient-centric and easy-to-use technology platform to message care teams, schedule visits, request refills and access records

Attractive care model for primary care providers, reducing administrative burden over traditional fee-for-service settings

Deepening the provider-patient relationship with our small panel sizes, longer patient appointments, coordinated care plans and 24/7 accessibility

PMPM-based payment model that fosters a predictable expense for our clients, offset by predictable, demonstrable financial savings in total healthcare costs

Successful direct-to-employer model, with over 95% net revenue retention rate

Market leadership within employer segment, a component of the market with increasing sensitivity to the ongoing healthcare cost inflation

Close alignment with labor unions and Taft-Hartley plans to meet this market segment' s unique needs

Partnerships with payers and health systems to extend our value-based model to additional patients

Proven ability to acquire and integrate companies that align with our mission and values

We believe that our targeted total addressable market is both large and growing rapidly. Employer-sponsored commercial health insurance is the largest source of benefit coverage in the United States, comprising 157 million people, according to a 2019 KFF report. Our total addressable market includes the commercial, self-insured primary care market and ancillary services we offer like behavioral and occupational healthcare. As of 2019, the commercial (i) primary care market was approximately $91 billion, (ii) behavioral health market was approximately $34 billion and (iii) occupational health market was approximately $7 billion. This represented an aggregated total commercial market of $132 billion of which KFF estimates approximately 67%, or $88 billion, is represented by self-funded plan sponsors. One segment of self-funded plan sponsors we are uniquely positioned to serve are labor unions and Taft-Hartley plan sponsors, which we estimate represents approximately 10 million participants and in turn an estimated $12 billion. As we continue to add services and contemplate risk-bearing contracts, our total addressable market could eventually encompass the total commercial self-funded market, representing an estimated $655 billion in 2019. We view this as our long-term total addressable market given our model' s ability to impact the total cost of healthcare for our commercial plan sponsor clients. This market is expected to grow as employers continue trends of taking on more self-funded risk arrangements and employers subsequently seek solutions to reduce their overall costs.

We believe and expect our market share within our total addressable market to grow considerably as we further expand into new geographies and expand our suite of service offerings. Furthermore, we believe we have the potential to expand upon the total addressable market by applying our model to adjacent markets, such as the fully insured small group employer market and the retiree market.

The Everside Health Platform

We believe the Everside Health Platform is redefining primary care by executing on a model that is (i) Patient-focused, (ii) Care-obsessed and (iii) Technology-driven.

We are Patient-focused

Every aspect of our model has been designed to create a differentiated patient experience, resulting in an NPS score of 84.

We Know Our Patients. The entire Everside Health Platform is built based upon our belief in the value of the provider-patient relationship. With Everside, patients get true continuity of care with both in-person or virtual care access to their personal PCP rather than an anonymous bank of virtual doctors. Our providers typically have smaller patient panels, averaging 885 patients relative to the traditional fee-for-service patient panel, which average approximately 2,200 and exceed 3,000 patients. This

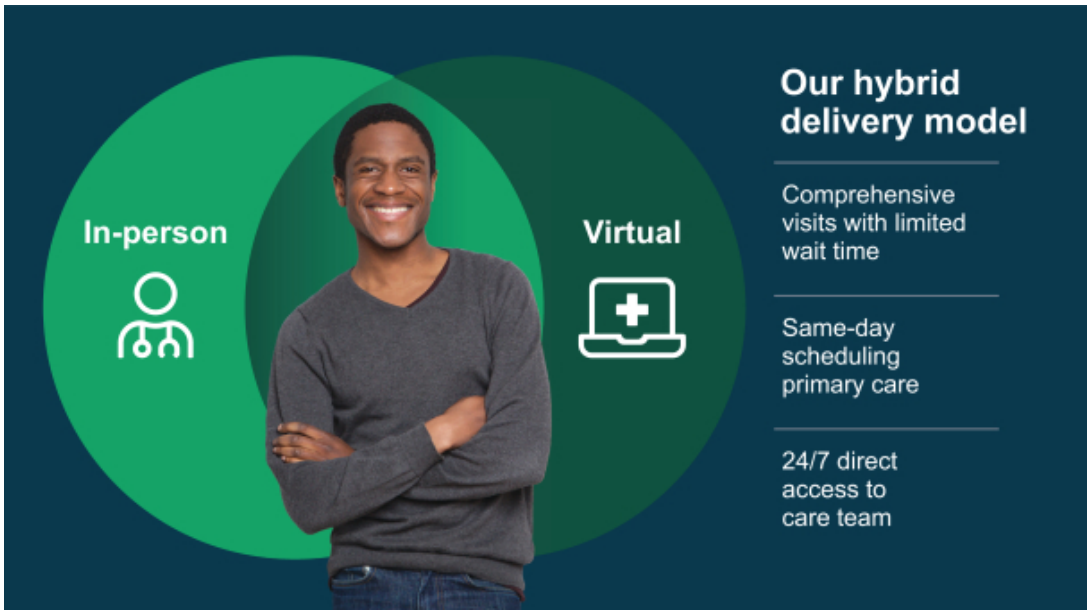
allows our providers to see our patients more frequently, averaging 3.6 visits per year versus an average of approximately 1.3 visits for adults nationally, and spend more time with their patients, with an average visit scheduled for 28.1 minutes, which is 67% longer than the national average of 16.2 minutes. Longer visit times with a consistent provider cultivates trusting, long-term relationships, and more engagement in one' s healthcare. Through longer visit times, we get to know our patients better, listening to each patient' s unique challenges and goals, an important factor for their healthcare journey. Everside providers stay by our patients' sides when they need to access the rest of the healthcare system, being there to help them navigate the complex healthcare system and coordinate their care. In the past 12 months, 96% of patients who responded to our survey are satisfied with the level of trust they have with their Everside provider. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements with clients. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "Thinking back to all your experiences with Everside Health, how satisfied are you in the following areas: Level of trust with your provider?" Patients may select one of the following options: "Very Dissatisfied, Dissatisfied, Neutral, Satisfied, Very Satisfied, Not Applicable." In the 12 month period ending March 31, 2021, of the 4,324 patients that responded to the survey (which excludes "Not Applicable" responses) 4,168 patients selected "Very Satisfied" or "Satisfied", resulting in a calculation of 96% of respondents indicating they were satisfied with the level of trust they have with their Everside provider. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services.

We Provide One Convenient Solution. We pride ourselves on providing multiple common healthcare services for members, including primary care, labs, occupational health and outpatient mental health, and therefore provide a broad range of primary care services both in-person and virtually as part of our Complete Care Solution. We typically dispense generic medications, draw bloodwork and offer vaccines in-office. Our comprehensive healthcare services offerings also include wellness programs, occupational health, chronic condition management, behavioral health, physical therapy and musculoskeletal health solutions. Because we spend more time at each visit with our patients, we are able to treat many conditions and perform minor procedures directly in our locations. This minimizes the potential for a fragmented care journey and improves the patient experience, and as a result, our patients have a reduced need for externally delivered higher cost specialist care, urgent care, emergency department visits or hospitalizations.

We Personalize Patient Care. We take a highly active approach to partnership with our patients to enable them to engage in their own care. Our providers work collaboratively with patients to create a personalized care plan to reach their health goals and we can tailor these based on their individual health risk. We use the Johns Hopkins ACG System, biometric screenings and Health Risk Assessments, or HRAs, to segment our patients based on clinical risk and utilization. High Risk patients, who often have multiple chronic conditions, typically receive more intensive care, average 5 PCP visits per year, personalized care plans and care coordination. Our Moderate Risk patients, who often have one or more chronic conditions, work with our care teams to avoid unnecessary spending and to avoid escalating into High Risk segmentation through wellness programs, disease management, tele-visits, and nutrition coaching and see our PCPs on average 4 times per year. Our Low Risk patients, who typically have no chronic conditions, work with our digital tools and care teams toward a preventative and healthy lifestyle through annual wellness exams and continued education, nutrition and lifestyle counseling and still engage with their PCP more than 3 times per year on average. In addition, before each visit, our providers have access to a care gap checklist, personalized for each of their patients, to prompt preventive care. So even if a patient comes in for a specific issue, their provider will be thinking holistically about how they can best treat the whole patient.

We Make Access Easy. We provide our patients with 24/7 omnichannel access to convenient and robust care. Patients can receive care at their worksite, close to home in a near-site center, or virtually on our

easy-to-use mobile application. Patients have access to same-day and next-day appointments, so they can receive care quickly and conveniently for themselves and their family. If a patient prefers, we also provide a similar level of care virtually (via video, phone, or secure messaging), and supplement care team communications via a seamless care collaboration system. Our patients can schedule in-person and virtual visits, message providers, access records, and request prescription refills through *Everside Everywhere* ™, our user-friendly portal and mobile application. Ninety-six percent of our patients who responded to our survey indicate that they are satisfied with their ability to access their provider. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "Thinking back to all your experiences with Everside Health, how satisfied are you in the following areas: Ability to access your provider?" Patients may select one of the following options: "Very Dissatisfied, Dissatisfied, Neutral, Satisfied, Very Satisfied, Not Applicable." In the 12 month period ending March 31, 2021, of the 4,285 patients that responded to the survey (which excludes "Not Applicable" responses) 4,131 patients selected "Very Satisfied" or "Satisfied", resulting in a calculation of 96% of respondents indicating they were satisfied with their ability to access their Everside provider. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services.



We Make Great Care Affordable. Our goal is to provide our patients with a low-cost, high-touch approach that empowers them to engage in their own care with Everside as their partner. Our services are usually delivered at no cost to the patient, with copays only applying to non-preventative services for patients with Health Savings Accounts, or HSAs, enrolled in qualified HDHPs. We believe that cost should never be a barrier to care.

We are Care Obsessed

We believe that a strong primary care platform is the key to driving better health outcomes. By providing the highest level of primary care, we enable the PCP to coordinate a highly integrated suite of offerings. Our Complete Care Solution is based on five core tenets:

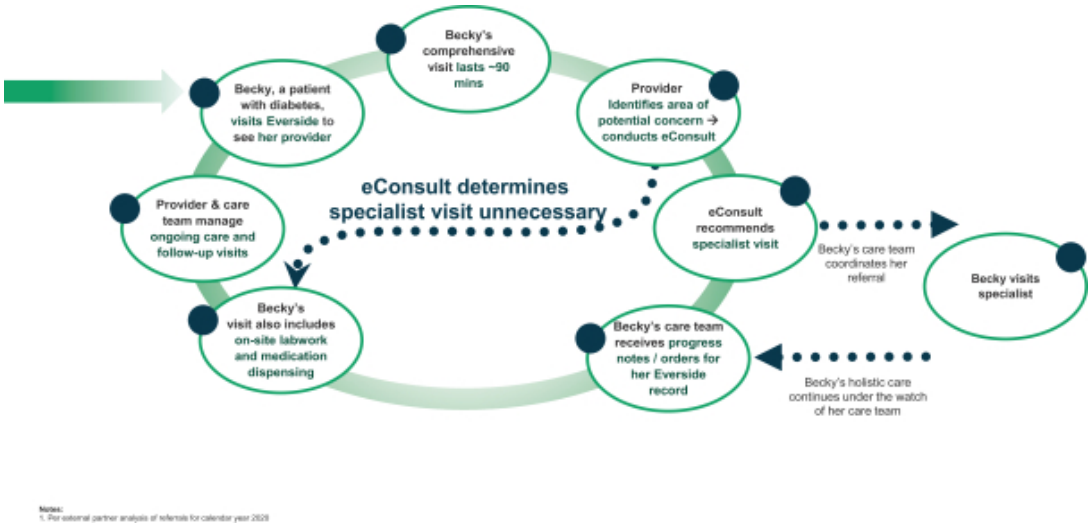
We Support the Primary Care Provider. We provide PCPs the time, tools and support to effectively manage more care, more efficiently. Against the backdrop of the current fee-for-service payment model, where providers are incentivized to conduct short visits and refer more care to high-cost specialists, we offer longer visit times and smaller patient panels. This allows our providers to get to know their patients' medical history, concerns and goals, and to better manage medications. It also allows them to follow up with patients to increase adherence to their personalized care plans. We supply our PCPs with multiple tools to minimize burdensome administrative tasks and to enhance care decisions. With this suite of tools, a care team to coordinate referrals and follow-ups, and onsite labs and pharmacy dispensing, our PCPs are able to efficiently oversee all of the patient' s care.

We Focus on Engagement. Through strategic alignment with our clients, we delivered an average of 65% engagement of our adult patients on an annual basis across the top quartile of our clients, ranked by patient engagement, through in-person visits at one of our centers and virtually through our digital health platform. We achieved this by proactively communicating directly with our patients to promote initial and ongoing engagement through data-driven segmentation to create personalized "patient outreach journeys" that drive specific engagement goals and health outcomes for that individual patient. These journeys include multi-touch, multi-channel time and trigger-based touches via email, text, outbound phone calls from our Patient Experience call center, direct mail, paid digital advertising, and via the mobile application notifications and functionality. In addition to driving patient engagement from the provider side, we also work with our employer partners to drive the engagement of their employees. Through health plan benefit design, executive support and advocacy, internal employee communications, and virtual and in-person events, we work with employers to encourage patients to actively engage with their care team.

We Improve Health Outcomes. Our ability to reduce healthcare spending while improving health outcomes is driven by our integrated model. Based on our internally derived data, we believe that our positive impact to health outcomes is clear, as 81% of patients who responded to our survey say their health has improved after using our services. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements with clients. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "To what degree has Everside Health helped improved your overall health?" Patients may select one of the following options: "Negatively Impacted, No Change, Somewhat Improved, Significantly Improved." In the 12 month period ending March 1, 2021, of the 4,312 responses, 3,513 patients selected "Somewhat Improved" or "Significantly Improved" resulting in a calculation of 81% of respondents indicating that their health has improved after using our services. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services. The impact of primary care is seen in the improved management of chronic conditions. For example, among diabetes patients with hemoglobin A1C greater than 8, we delivered an average reduction of 1.4 points, with 76% of patients experiencing a reduction in A1C. Similarly, for patients with high cholesterol levels over 240, we delivered an average reduction of 36.4 points with 76% of these patients experiencing a reduction. Our patients are not only healthier, but also more satisfied, as 97% felt they received high quality care at our in-person or virtual care settings. Meanwhile, an internal study of over 80 clients and 170,000 patients demonstrated that our model of care produced significant cost savings by reducing healthcare cost inflation to under 1.5% per year compared to an expected 6% annual healthcare cost inflation across all categories of medical claims, with actual negative trends achieved in specialty consults and diagnostic radiology.

We Tailor Our Care Solution. We customize our in-person centers and visits to meet a client' s specific needs. Our staffing model is a flexible mix of primary care physicians and Advanced Practice Providers, or APPs, with additional support from medical assistants and nurses. We also can adapt our scope of services, labs, procedures and medication requests based on unique client requests and data-driven assessments of opportunities to deliver cost savings. Our center hours vary by site and are dependent on when our patients need care the most; we work with each client to determine the best hours to serve that patient population. Human centered design makes our workflows efficient and environment welcoming.

We Integrate Care. Our clinical care teams, led by the PCP, manage the patient' s care journey inside and outside of our care channels. Our providers and team members collaborate for longitudinal healthcare across time and patient setting. Sixty percent of the US population has at least one chronic condition, and these people average more than 10 physician or specialist visits annually. Via eConsults, our PCPs can confer in near real-time with thousands of board-certified specialists across 120 medical specialties to determine an appropriate course of action for conditions that are outside the scope of primary care, thus reducing avoidable referral cost by 51%. While our model leads to more care being delivered in our centers and fewer unnecessary specialty referrals, at times it is necessary to bring a specialist into the care plan for a virtual specialty consult. The care team follows up with patients to ensure that when there is a necessary specialty referral that the patient was able to schedule the visit. After the visit, the care team receives the progress notes and orders from the treating specialists so that the PCP has a comprehensive view of the patient' s care. In this way, our connected model enables the PCP to continue oversight of the patient' s care.

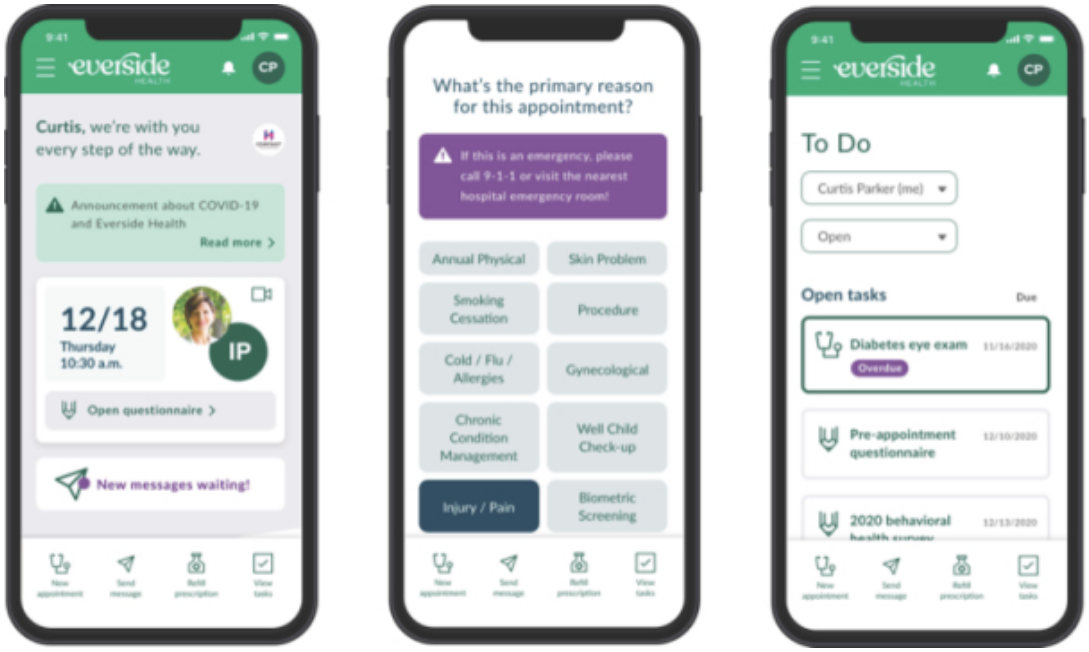


We are Technology-Driven

Our technology enhances every aspect of our platform, including: (i) Patient Experience, (ii) Provider Experience, (iii) Population Health Strategy and (iv) Analytics Strategy.

We Provide a Seamless Digital Patient Experience. We believe patient engagement is key to forging a long-lasting relationship, proactive identification of risk, management of chronic conditions, and reducing the overall cost of healthcare. With this in mind, we built *Everside Everywhere*™, a digital experience toolset, customized to promote enrollment, engagement and self-management of health conditions, further providing seamless and uninterrupted access to care. We adopted human-centered design in our patient portal and mobile application to focus on our patients and their needs and delight

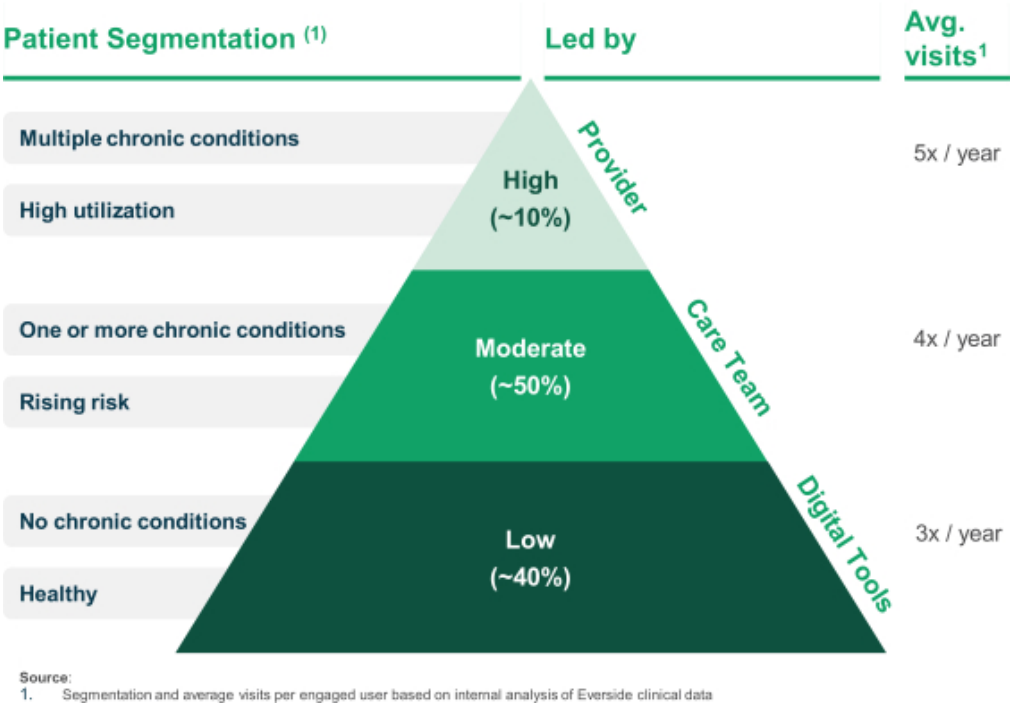
them with an easy-to-use experience. We offer patients a quick and simple registration process, providing immediate access to a digital toolset to continue engagement with Everside. Our scheduling algorithm helps patients find the best possible appointment time for their needs, customized for their employer-specific product offerings. Our pre-appointment questionnaire will allow the PCP to review patients' medical history and screen for anxiety, depression and substance abuse, all ahead of a patient' s appointment. Our patients can join virtual visits directly from the portal or the mobile application, enhancing the ease, security and convenience of receiving care. They also have 24/7 access to our care team direct messaging system, allowing them to communicate with the provider, medical assistants, health coaches, nurses and more. Patients can use the portal and mobile application to easily request prescription refills, promoting medication adherence. We also provide patients convenient access to their health records, an important component in promoting an individual' s engagement in their own care.



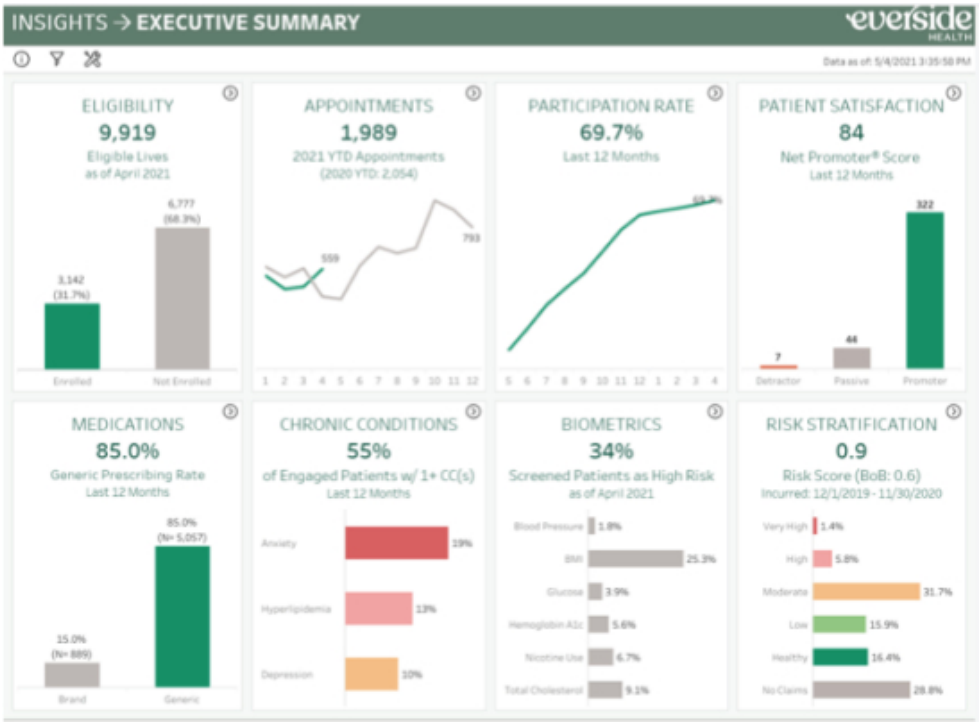
We Curate a Full-Service Provider Experience. Our technology aims to simplify provider workflows, maximizing the time spent on delivering proactive patient care. We leverage what we believe is an industry leading Electronic Health Record, or EHR, system to standardize health center workflow, act as a clinical documentation repository, and provide education materials. With respect to interoperability, the EHR also allows us to integrate seamlessly with our partners: health systems, state registries, labs, and allows for electronic prescribing to pharmacies across the country. Our patent-pending rules engine in the *Everside 360™* platform utilizes data algorithms to analyze historical and ongoing clinical data to prompt providers on patients' clinical quality care gaps, leading to better clinical outcomes and reduced cost of care spend. Our providers have access to a range of analytical tools to effectively manage their patients, including biometrics, risk stratification, CQM (based on HEDIS measures), referral and eConsult trends, medication adherence and more.

We Engage in an Advanced Population Health Strategy. We apply a targeted, scientific approach to risk stratification and segmentation of our populations for the purposes of better understanding past, present and future healthcare utilization and spend. Our Population Health Strategy is a data driven approach that allows us to better inform patient care plans, improve overall health outcomes, and

reduce the overall cost of patient care. For example, we engage our High Risk patients 5 times per year and our Low Risk patients 3 times per year. We collaborate closely with population health subject matter experts to customize for our specific use cases, needs, and analytics, and in turn advancing ACG utility for both parties. We utilize NCQA HEDIS metrics and proprietary CQM in order to provide care teams actionable data on preventative clinical care opportunities. Our advantage is our ability to provide this actionable data through near real-time tools, accessible at point-of-care at both the patient and population level. The timely identification and resolution of gaps and care opportunities improves outcomes for our patients.



We Provide Valuable Analytics. We pursue measurable outcomes, and this starts with an emphasis on data and analytics. We have implemented a mature and advanced analytics strategy with a focus on quality data, digestible reporting, and insightful/actionable analytics. We built an innovative, secure and scalable patient-centric data warehouse. We analyze data from a number of sources, including EMR, claims data and eligibility files. This holistic approach fosters a proactive, strategic, and consultative approach for meeting desired goals and outcomes for both personalized clinical care, internal operations and external client needs. To provide transparency to clients, we have launched *Everside Insights*™, a performance metrics dashboard that allows our clients to have real-time insights into the performance of their Everside center. These reports are available to the client at any time and provide insights on a broad range of population health, clinical quality, and financial ROI metrics. In addition, we provide our clients and market leaders with an analytics support structure with dedicated reporting and business intelligence analysts.



Illustrative client performance metrics dashboard

Our Value Proposition

Our patient-centered, care-obsessed and technology-driven Complete Care Solution directly addresses the unmet needs of our key stakeholders and is based on a compounding effect that we call our Triple Aim. Our definition of Triple Aim is modeled off the lodestone framework created by the Institute for Healthcare Improvement. It describes the three dimensions that a healthcare provider should focus on to define success– improving patient experience, improving health outcomes, and reducing cost. We begin by creating a model of care that makes it easy for patients to not only access care but to proactively engage in their health. We take the initiative to reach out and engage with our patients, see them more frequently when needed, and spend more time together during their visits. This allows our patients and providers to build trust with patients, and to collaboratively develop and manage care plans that meet the goals of the patient. Through our technology platform, we utilize patient data and predictive analytics to ensure that a customized, coordinated digital patient experience is delivered to each individual. By combining our personalized treatment plans with increased patient outreach and engagement, we are able to improve health outcomes, such as reduce avoidable ER visits and medically unnecessary specialist referrals. We give providers tools to proactively manage patient care by giving them analytics on clinical care gaps and by presenting a comprehensive view of patient health. This in turn represents our unique ability to reduce our client' s overall healthcare spending while also maintaining high quality and patient satisfaction. The lower healthcare spending by our clients in turn often allows our clients to reinvest these savings into their businesses, such as potentially hiring more employees or enhancing employee coverage and benefits, which further propels our growth in revenue and patient count. This Triple Aim is highly repeatable and is a core foundation of our ability to continue to expand into new and existing markets. Put simply, Everside is building healthcare that gives more.

Our focus on the patient experience engages our patients in their healthcare journey, enabling our providers to practice healthcare in a proactive and longitudinal manner, which in turn yields quality improvements and cost

reduction outcomes for our self-funded clients. Our technology platform aims to enable all three legs of the stool: by creating what we believe is a best-in-class digital patient experience; robust clinical dashboards and targeted, risk-based omnichannel patient outreach; and transparent, real-time performance reporting for our clients.

Value Proposition for Patients

Better Access to Care. We offer comprehensive primary care services through an omnichannel service offering of in-person and virtual health visits. Patients appreciate our small patient panels, same day access to care, 24/7 direct access to their care team and our comprehensive service offering that includes laboratory and pharmacy services. We have smaller patient panels, averaging 885 versus the national average of 2,200. This allows our PCPs to see our patients more frequently, averaging 3.6 visits per year versus an average of approximately 1.3 primary care visits for adults nationally, and spend more time with their patients, with an average visit scheduled for 28.1 minutes, which is 67% longer than the national average of 16.2 minutes. Comprehensive appointments can last 60-90 minutes or more. Patients can see their providers in person or have a virtual visit with their same provider seamlessly through the portal or mobile application.

Better Patient Experience. Our leading core value is "Patients First." We believe we provide a better patient experience because everything we do is centered on the patient. We provide longitudinal patient care with the same clinician each time a patient has an appointment. This builds an increased level of trust between the provider and the patient. Our patients are known by their care teams, and we listen to their concerns and goals to create a personalized care plan with tangible next steps. Patients are seeking to engage their care teams through a variety of modalities−59% of patients surveyed prefer in-person, 22% want a combination of in-person and digital, while 19% want digital-only. We have utilized human-centered design to construct *Everside Everywhere™*, a patient-friendly portal and mobile application to enable scheduling, virtual visits, provider messaging, prescription management, and access to medical records based on a combination of our own software and applications licensed from third parties.

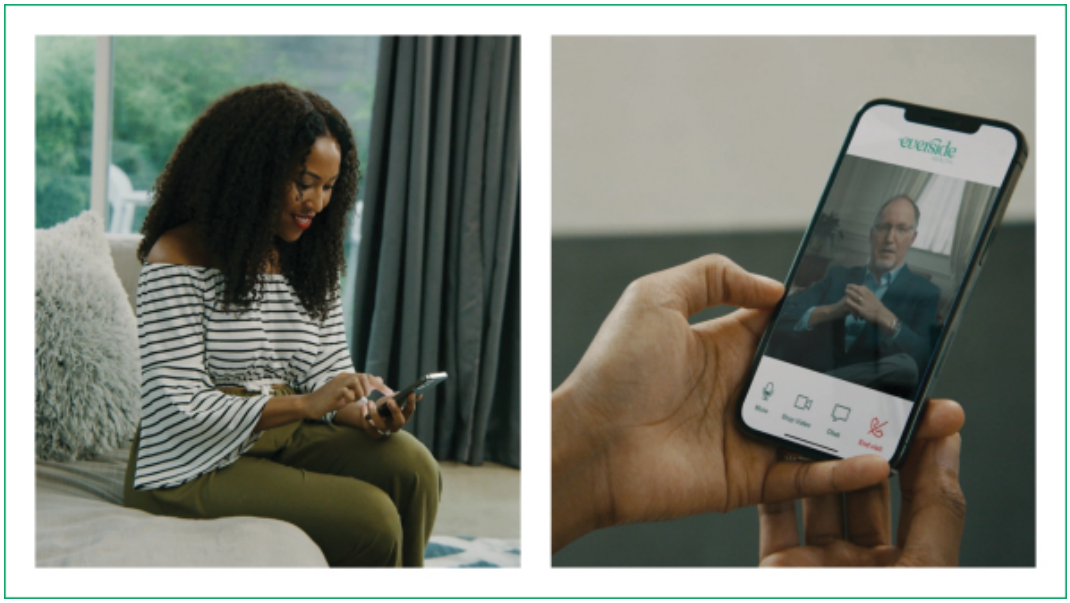
Better Affordability. We are a low-cost, high-touch provider that offers little- or no-cost patient visits. Our patients typically do not have copays or high deductibles when they use our services, thereby eliminating the financial barriers to accessing care. Furthermore, our integrated care model can help patients reduce copays associated with unnecessary specialist referrals. Additionally, our 24/7 access can reduce the out-of-pocket cost for urgent care in appropriate situations.

Better Patient Engagement. We regularly and positively engage with our patients both in-person and virtually. Through our technology platform, *Everside 360™*, we provide a customizable patient experience that drives patient engagement. We created targeted patient outreach journeys where we can connect to our patient in various modalities, and track performance on patient engagement by segment. Through strategic alignment with our clients, we delivered an average of 65% engagement of our adult patients on an annual basis across the top quartile of our clients, ranked by patient engagement, in-person visits at one of our centers and virtually through our digital health platform. Our clinical model engages our High Risk patients (representing 11% of those who utilize our health centers) an average of 5.0 times per year versus our Low Risk patients (43% of those who utilize our health centers) an average of 3.3 times per year.

Better Health Outcomes. We provide our patients with a customized consumer experience to improve overall health outcomes through clinical segmentation, digital interactions, in-person interactions and personalized programs for chronic condition management. Through our portal or mobile application, we can follow-up with patients regarding their specific care gap closures and educate them on why these actions matter for their health. We offer our patients ongoing wellness programs, specifically tailored based on their risk segmentation and medical history. Our care model yields significant improvements in clinical measures. For example, among diabetes patients with hemoglobin A1C greater than 8, we delivered an average reduction of 1.4 points with 76% of patients experiencing a

reduction in A1C. Similarly, for patients with high cholesterol levels over 240, we delivered an average reduction of 36.4 points, with 76% of these patients experiencing a reduction.

Better Patient Satisfaction. We are a patient-focused company that is driven to provide a personalized healthcare experience for each of our patients. Of patients that responded to our survey, 97% felt that they received high quality care at one of our in-person or virtual locations and this is supported by our NPS score of 84.



Value Proposition for Providers

Improved Provider Experience. In a survey of 200 Direct Primary Care, or DPC, providers, 85% stated that FFS offers too little time for visits and 78% said FFS payment models require too much paperwork. Meanwhile 99% of providers indicate the DPC model has created a better personal and professional satisfaction, and 97% reported better patient relationships. Because our model reduces the need for burdensome administrative tasks, which typically represent 22% of a physician' s work time as of 2018, we can promote better work-life balance. Eighty percent of physicians feel at capacity or overextended, working an average of 51 hours per week and seeing over 20 patients per day on average. Eventually, many leave private practice for a hospital that can guarantee schedules and time off, or they leave medicine altogether. We aim to reduce provider burnout, increase provider retention, improve speed to provider recruitment, and drive higher provider satisfaction, to make us the employer of choice for PCPs.

Aligned Incentives with Providers. Our compensation philosophy is to motivate our providers to achieve better health outcomes for their patients. The performance incentives for a portion of our providers are currently driven by clinical quality and overall patient satisfaction and we plan to expand this program to all of our providers. We believe our compensation philosophy is very different from traditional fee-for-service payment models that compensate primarily for patient volume. Providers are paid on a salary model with a portion of them eligible to earn a performance incentive bonus based on the achievements of certain metrics that align with our goals, such as quality metrics or patient satisfaction. Our providers are not compensated on metrics related to financial performance or volume of services rendered. In addition, our business model is not tied to coding, which alleviates a major source of provider dissatisfaction.

Better Practice Model. Our model enables providers to practice medicine the way it was meant to be. Our providers are given the time, tools and support to deliver whole-person care. Our providers enjoy deep connections with their patients, typically seeing 7 to 8 patients per day, compared to more than approximately 20 patient visits per day for traditional fee-for-service providers. Because our physicians manage 60% fewer patients per provider than the average PCP, they can develop personalized care plans for patients, help patients manage medication, and can follow up with patients, leading to better adherence to their plans of care.

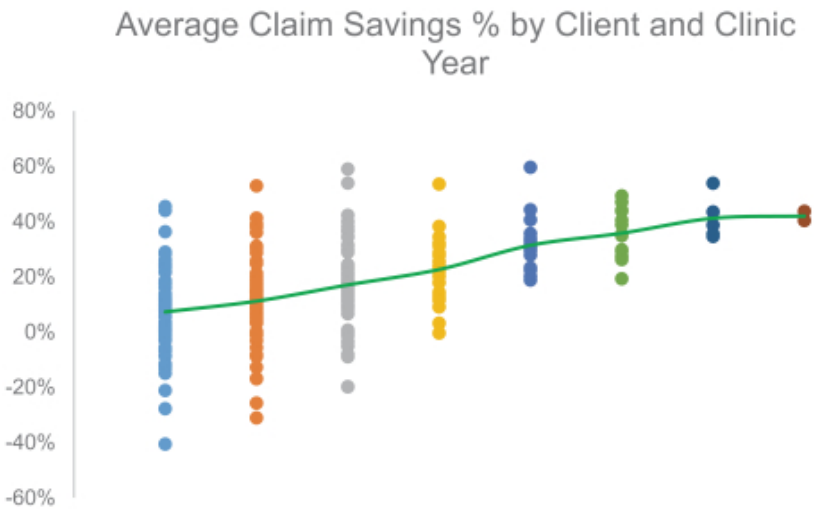
Robust Technology That Promotes Quality Care. We have created and licensed sophisticated clinical tools that create actionable data points at point of care and empowers our providers to make informed clinical decisions that effectively improve health outcomes and reduce the total cost of healthcare spend. Our technology platform provides detailed analytics on a provider' s entire patient panel that is fully integrated into a provider' s workflow to promote population health. We offer our care teams daily management tools to help oversee a provider' s patient panel, specifically preparing providers for the patients they will see that day. Our proprietary clinical dashboards dynamically report biometrics, rate of referrals out to specialty care, utilization of emergency departments or urgent care, adherence to medication regimens, and conversion of medications from branded to generics.

Integrated Care Capabilities. Our providers and team members collaborate for longitudinal healthcare across time and patient setting. Sixty percent of the US population has at least 1 chronic condition, and these people average more than 10 physician or specialist visits per year. As a result, patients with complex medical treatments need a physician to partner with them to manage their healthcare and a primary care physician is the generalist who ties all of these threads together. Unfortunately, most fee-for-service providers are not given the time and the reimbursement to play the vital role of coordinating care across all of a patient' s specialists and instead they hand off complex patient care to a specialist. We provide our providers with clinical tools for e-consults, where the PCPs can consult specialists, within 24-hours, and determine whether something can be properly managed by the provider or truly needs to be referred to a specialist. Because our providers are given enough time with each patient, we are able to more effectively offer a broader range of primary care services, allowing our providers to invest the time to coordinate with specialists peer-to-peer in a consultative approach, instead of referring patients unnecessarily for other visits which delay care or increase cost. We support our providers with a care team to coordinate referrals and follow-ups for required care outside of our capability, allowing the PCP to oversee the patient' s care. We also provide onsite laboratory and pharmacy dispensing to improve patient adherence to plans of care.

Value Proposition for Our Clients

Proven Return on Investment, or ROI, and Cost Savings. We partner with clients and provide reports that demonstrate our strong Return on Investment, or ROI, through the implementation of our clinical model. We analyze our clients' historical claims data to specifically predict the impact of our model on their total cost of care. We then report our performance on return on investment to the client on an annual basis. In a study we conducted using Milliman-validated savings methodology, we looked at the performance of 80 clients and 170,000 lives found that our care model reduced healthcare cost inflation to under 1.5% per year, and generated 17.3% and 31.4% gross savings on average by year 3 and year 5, respectively. We deliver these savings across all segments of spend by keeping cost inflation well below national averages of 6-7% per year. We also drive net spend reductions in select areas, including diagnostic imaging and specialist referrals. Over time, these savings drive significant ROI for our clients.

One client story that demonstrates our ability to generate cost savings well is our relationship with Polk County Public Schools, a school district in Central Florida educating over 100,000 students across more than 150 schools. Polk County Public Schools has been an Everside client since 2013 and has 20,000 eligible patients today. Over time, we have customized and expanded our scope of services. We have built a second health center, added occupational health, physical therapy and x-ray services and enrolled in Everside chronic condition management programs. We have delivered 129% ROI over the last 3 years with more than $7 million in net savings while also achieving 91 net promoter score.



Clinic Year	1	2	3	4	5	6	7	8
Average Savings	7.3%	11.2%	17.3%	22.6%	31.4%	35.8%	41.2%	42.0%
Median Savings	8.2%	12.3%	17.1%	23.6%	30.3%	35.4%	38.7%	42.0%

Note:
1. Everside internal analysis looking at performance of 80 clients and 170,000 lives against average 6.5% trend
2. Based on Everside internal survey for 12 months ending March 31, 2021

Driving Clinical Outcomes with Quantifiable Benefits. We facilitate daily care opportunities to close gaps in care. We utilize our proprietary patent-pending rules engine within the *Everside 360™* platform to identify and outreach to High Risk patients who require proactive or follow-up care. We also facilitate monthly active management with our clients to review our client' s population health data and health center performance. Our *Everside Insights™* Dashboard is a data and analytics reporting tool designed to give clients on-demand, real-time access to comprehensive insights on their patients' engagement, utilization, satisfaction, and health.

Better Client Experience with Tailored Service Offerings. We provide a comprehensive service offering to our clients that begins pre-implementation with claims and data analysis to better understand patient demographics. We utilize our knowledge of the population to offer tailored clinical services with the option to add on ancillary services like behavioral health, occupational health, vaccinations and drug screenings on top of the core primary care offering. We design new products and services to meet a client' s specific needs and also leverage these new products and service offerings to provide these enhancements to other clients and their patients. We also pair each client with an operations leader, who is able to leverage insights across clients. These services give our clients the ability to specifically tailor programs for their employees that promote positive health outcomes at reduced costs and boost trust between providers and patients.

Customized Health Centers to Meet Client's Specific Needs. We are able to open new health centers to meet our client' s specific geographic and clinical needs, often within 4-6 months of engagement. A typical new health center costs approximately $150,000 to $500,000 to open, funded by Everside or by the client. In addition, our center staffing and hours of operation can also be specifically tailored to our client' s needs and our clients are directly involved in the design to create a welcoming environment for

their employees. Because of our experience opening new health centers, we can offer our client' s a convenient location, both near-site and onsite, custom-built for their demands.

Positive Impact for Clients and Workforce. In a survey of our patients, 76% of patients who responded to our survey said their opinion of their employer has improved with access to Everside' s services. We believe our survey supports this conclusion because we use patient satisfaction surveys that are sent to members in accordance with mutually agreed client reporting requirements with clients. We sent patient satisfaction surveys to all adult patients of the legacy Paladina clients after they completed a visit, although not all patients who were sent a survey completed it. The patient satisfaction survey directly asks: "How has access to Everside Health and the services they offer impacted your opinion of your employer?" Patients may select one of the following options: "Negatively Impacted, No Change, Somewhat Improved, Significantly Improved, Not Applicable." In the 12 month period ending March 31, 2021, of the 3,674 responses (which excludes "Not Applicable" responses), 2,796 patients selected "Somewhat Improved" or "Significantly Improved" resulting in a calculation of 76% of respondents indicating that their opinion of their employer has improved with access to Everside' s services. Although this survey information was insightful, we do not believe it revealed any material disadvantages concerning our services. We also strive to improve productivity, lower absenteeism and deliver better healthcare outcomes through our convenient onsite and near-site locations and virtual care offerings.

Predictable Costs for Our Clients. Our client contracts are all value-based and there is no fee-for-service billing for our provider services. We tailor our payment model for the client' s needs and preferences: management fee, PMPM, or a flat fee that allows a client to pay for all eligible employees and their dependents with full access to our care, including both in-person and virtual health services.

Our Complete Care Solution

We believe in providing our clients with a Complete Care Solution. By "Complete Care Solution," we mean that we build upon the foundation of comprehensive primary care and add services, as needed for the patient population, to provide a complete care solution for the client and the patient. We are focused on bringing new products and services to our clients and patients to drive better outcomes and increase our client' s ROI. We start with a foundation of comprehensive primary care with a differentiated care experience. Clients can then pick from a menu of clinical services available to add on to our primary care base. These additional services include behavioral health, occupational health, musculoskeletal health, wellness programs (e.g., smoking cessation and weight loss management), occupational therapy and physical therapy and diabetes care management.

We meet monthly with our clients to review our robust reporting on patient engagement, patient satisfaction, care gap closures and recommend new products and services aligned to employer data. We also may recommend expanding centers and clinical support aligned to engagement data. Finally, we have bi-directional product development, which includes local new product and service development deployed to employers and centralized new products and services deployed to employers. In this way, we are effectively working together to continuously develop new products and services to deliver better outcomes and increase a client' s ROI.

Comprehensive Primary Care. We pride ourselves on providing multiple common healthcare services for members, including primary care, labs, occupational health and outpatient mental health, and therefore provide a broad range of primary care services both in-person and virtually as part of our Complete Care Solution. We typically dispense generic medications, draw labs and offer vaccines and other pharmacy solutions in-office. Our comprehensive healthcare offerings also include wellness programs, occupational health, and chronic condition management, targeting 360-degree views of our patients' health. As a result, our patients have a reduced need for externally delivered specialist care, emergency department visits and pharmacies.

Behavioral Health. In our comprehensive primary care solution, our PCPs are spending more time with patients screening and supporting behavioral health needs. Analysis shows that patients with behavioral health conditions have annual healthcare costs 3-times larger than those without such behavioral conditions. To address this, we have deployed a suite of highly customized point solutions specifically for behavioral health. These solutions include: (i) self-guided resource library of clinically approved health information, (ii) OnDemand Chatbot providing patients 24/7/365 access to clinicians, (iii) medication management that is PCP led for onsite, near-site and home delivery, (iv) dedicated mental health providers that include psychologists and licensed clinical social workers, (v) coaching that includes wellness and mindful practices, and (vi) proactive screening to meet the specifications of GAD-7 and PHQ-2/PHQ-9. Our behavioral health service offering is fully customized, leveraging partnerships to deliver results. We provide a tiered offering appropriately delivered to meet a client' s needs.

Diabetes Management with Continuous Glucose Monitoring, or CGM. We partnered with a well-known platform to offer the benefits of Continuous Glucose Monitoring, or CGM, to those with Type 2 Diabetes. Diabetic patients have 2.3x the healthcare costs than someone without diabetes and approximately 21% of cases go undiagnosed. Through our partnership, we establish program goals to (i) reduce diabetes-related complications, (ii) achieve targeted HbA1c levels, (iii) increase the amount of time in blood glucose range, and (iv) increase the use of behavioral based efforts of glucose management. We target optimization with continuous glucose monitoring, beginning with a 10-day sensor wear and real-time glucose readings every five minutes, helping to identify trends and patterns to avoid high or low glucose values. Finally, we educate, coach and promote dietician visits to keep patients engaged and on track. Patient engagement and clinical management is critical, so we utilize our analytic capability to identify candidates likely to benefit from the program and proactively reach out for enrollment. In this way, Everside leverages patient data to understand opportunities to increase employer' s ROI.

Occupational Health. Our Occupational Health solutions cover repetitive injury conditions, medical exams, worker' s compensation/first report of injury, occupational tests (such as Department of Transportation, or DOT, exams), as well as drug and alcohol screening tests. In addition, we may handle other occupational health testing, including vision, hearing, respirator medical clearance and other services. These services are available at our health centers and can be staffed with an advance practice provider, such as an MD, or a Doctor of Osteopathic Medicine, or D.O., to deliver what we believe is a superior level of care. In addition, we have started to add more virtual Occupational Health services when appropriate. Over 136 of our centers provide Occupational Health services.

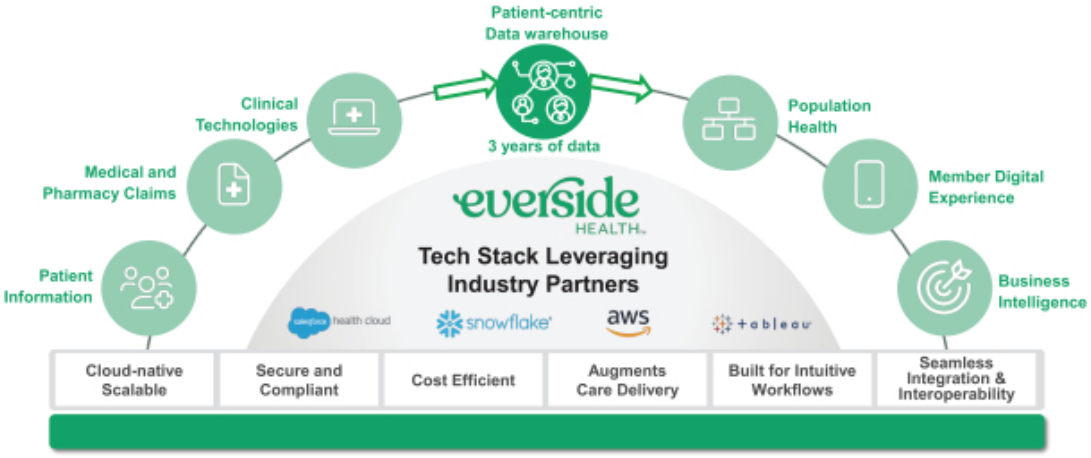
Musculoskeletal Health and Occupational Therapy and Physical Therapy. Our occupational therapy and physical therapy services are being delivered in-person and virtually through strategic partnerships or through Everside employees. We have contracted with a partner who specializes in worksite rehabilitation therapy and who utilizes athletic trainers to focus on preventive interventions to reduce worksite injuries.

Virtual Care Everywhere. We offer a robust suite of Virtual Care solutions that is fully integrated into our comprehensive primary care. This includes: (i) scheduled visits with dedicated provider teams, (ii) messaging with dedicated provider teams, (iii) medication renewals, (iv) robust health record, (v) tasks to improve patient health, and (vi) primary care, mental health, women' s health and more. Our patients and their PCPs can meet via phone or video to discuss: (i) chronic disease prevention, (ii) mental health evaluation with ongoing therapy, (iii) smoking cessation, (iv) health coaching, (v) prescription origination and ongoing management, and other appointment options to meet the needs of our patients. In addition, we provide a virtual care product to deliver primary care to our patients that cannot easily access one of our centers.

Our Technology Differentiators

Our *Everside 360™* technology architecture allows us to deliver a seamless healthcare experience for our patients, providers and clients. Our technology architecture utilizes a hybrid approach–we integrate what we believe are the best-in-class technologies and build in additional innovation to develop and scale our technology stack efficiently and at speed, while maintaining focus on security and cost-efficiency. All of our technology tools are cloud-based and modular, enabling significant flexibility to scale as we grow with acquisitions, new geographies and additional product offerings. The result is a cost-efficient end-product. In addition, our hybrid licensing and buy-and-build approach allows us to focus our technology spend on innovation while passing on maintenance and regulatory compliance requirements to our trusted vendor partners, such as Salesforce Health Cloud, Amazon Web Services, Tableau and Snowflake, who can deliver those solutions more cost-efficiently.

We aggregate data in several ways to create a 360-degree view of a patient: (i) patient demographics and contact data from the employers, (ii) medical and prescription claims from the health plans, primary benefits managers and third-party administrators, (iii) clinical medical records to facilitate plans of care, (iv) enrollment and engagement data to enable digital outreach, (v) population health data which includes our risk stratification and care gaps, care management and wellness programs and incentives, (vi) digital experience data, including in connection with our health portal and mobile application, and (vii) predictive analytics data around patient' s utilization and cost. All of these data components form the foundation of our integrated platform and are housed on our data warehouse.



Patient-Friendly Mobile Application

We have utilized in human-centered design to construct *Everside Everywhere™*, a patient-friendly portal and mobile application to enable scheduling, virtual visits, provider messaging, prescription management, and access to records, thus providing on-demand access to our patients based on a combination of our own software and applications licensed from third parties. We are unlocking the digital front door to provide access at the fingertips of our patients. The key features of the mobile application include: (i) easy registration for employees and their families, (ii) virtual care from anywhere, (iii) 24/7 messaging with care teams, (iv) the ability to create an appointment in 3 taps, (v) health records at your fingertips, and (vi) Health To-Do: our proprietary patient checklist.

Partnership with Leading Medical Records System

We have partnered with what we believe is a market-leading ambulatory electronic health record provider to provide us with a comprehensive, cloud-based electronic medical records, practice management and revenue cycle management software. There are several differentiated features that we utilize to provide our providers, patients, and clients with a customizable solution: (i) advanced features, like patient workflow, interoperability,

smart form customization, and integration with national prescription, labs and immunization registries, (ii) security and privacy certifications, compliance to federal and state guidelines and ONC, CCHIT, and HITRUST certification, and (iii) ongoing EMR governance, continuous improvement, provider onboarding and training, and support and maintenance.

Virtual Specialty eConsults

We have partnered with a well-known platform for virtual specialty eConsults to reduce avoidable, unnecessary referrals and in doing so, reduce overall healthcare cost. We offer peer-to-peer eConsult services with leading specialists integrated with the provider workflow. This includes: (i) access to over 1,000 leading specialists across over 120 specialties and sub-specialties, (ii) a HIPAA-compliant application enabling easy and secure upload of patient photos, labs, imaging and other files, (iii) same-day insights with a mean response time of less than 6 business hours, (iv) Intelligent algorithms that match eConsults to specialists, (v) workflow integration into clinician EHRs and clinical workflows, and (vi) informative analytics, through on-demand metrics and reporting.

Proprietary Rules Engine, Patent Pending

Our proprietary rules engine in the *Everside 360™* platform, provides actionable data and analytics to our users, driving operational efficiency and effective clinical quality. We utilize advanced analytics to assess medical claims, prescription claims, historical specialist visits, and other clinical information. We then run this through our Everside Health Rules Engine (patent pending), to deliver predictive analytics and clinical care gap alerts, performance guarantee measures, family engagement alerts and other key metrics. We also gather feedback from our provider workflow as we further finetune the rules engine criteria to provide the most accurate point of care gaps checklist, automated outreach and patient alerts, and work queues.

Health Management Based on Predictive Analytics

We utilize a license for Johns Hopkins ACG methodology software to assist with stratifying patients, using clinical risk and predicted utilization of healthcare services. We segment our patient population into High Risk, Moderate Risk and Low Risk segments. Our risk stratification and patient segmentation defines our care methodology: (i) High Risk patients typically have multiple chronic conditions, care led by a provider and receive frequent PCP visits, care coordination, medical management and transition of care, (ii) Moderate Risk patients typically have one or more chronic conditions, care led by a care team and utilize our disease management tools, wellness programs, tele-visits and nutrition coaching, and (iii) Low Risk patients typically have no chronic conditions, care led by our digital tools and utilize annual wellness exams, nutrition coaching and self-management.

Client Reporting

We provide continuous, data-rich analytics and transparency to our clients on our value proposition through several analytics tools at various stages of the engagement. These include: (i) Geographical Maps, which analyze density of client population across geography, assess hotspots for new health center locations and pivot client work locations, (ii) Opportunity Analysis, which provides detailed analysis of a client' s employee population including population analysis, clinical risk, healthcare cost analysis, and proposed ROI, (iii) Client Operating Reports delivered through *Everside Insights*™, which provides ongoing detailed reports on engagement including program utilization, engagement, type of visit, and location, and (iv) Performance Reports, which include detailed analysis on our patients including PMPM healthcare cost analysis by risk and chronic conditions, ROI, patient satisfaction, and quality of care.

Everside Insights™ Dashboard

The *Everside Insights™* Dashboard provides key performance indicators and information at the fingertips of our clients and operations leaders. It provides online, real-time, secure access for clients and operations leaders to

measure key metrics like patient eligibility, enrollment, engagement, medication, patient satisfaction and health management. In addition, we offer our clients self-service clinical and operational dashboards to provide proactive care to our patients. We continuously monitor Client Performance Guarantee, provider performance, patient satisfaction, biometrics, risk stratification and many other key dashboard metrics.

Organizational Key Performance Indicators

We are a metrics driven organization and we track, manage and incentivize our teammates through organizational Key Performance Indicators, or KPIs across several key functional areas including clinical, sales, operations and human resources. These metrics components are comprised of the following KPIs: (i) Clinical KPIs, including CQM gap closure rate, top 5 chronic disease management of population, patient engagement by risk category, opportunities to optimize referrals, urgent care visits, emergency visits, and acute care admissions and claims savings or ROI, (ii) Sales KPIs, including weighted pipeline opportunity value, increase in the number of lives impacted by new client growth and increase in revenue of new clients, (iii) Operations KPIs, including membership and engagement, net promoter score, center margin, capacity utilization and other key metrics, and (iv) Human Resources KPIs, including turnover rate, teammate engagement, teammate retention, teammate inclusion and offer acceptance rates.

Our Competitive Strengths

We believe that the following are our key competitive strengths.

Unparalleled Access to Primary Care

Limited access to Primary Care is one of the leading reasons for poor preventative care, which, in return, may drive the total cost of care higher. We have average 30 minute visit times, provider panel sizes of 885 patients, virtual/in-person care, and among patients that responded to our patient satisfaction survey, a 96% client satisfaction rate for accessibility, creating what we believe to be unparalleled access to Primary Care. In addition, our hybrid physical and digital approach uses technology to bridge the digital setting with the physical setting for the purpose of providing a unique, interactive experience for the user. Some care requires an in-person touch; a diabetic foot exam, for example, cannot be done virtually. Digital-only solutions will always have a limited scope of services they can offer. Our ability to provide in-person care when the patient desires or when it is medically necessary is what enables us to drive down the total cost of care. Our access is a clear differentiator in the market, which creates higher patient NPS score, better quality of care and better ROI for our self-funded clients.

Driving Exceptional Patient Engagement

Through our technology platform, *Everside 360™*, we provide a customizable patient experience that drives patient engagement. We create targeted patient outreach journeys where we can connect to our patient in various modalities and track performance on patient engagement by segment. Through strategic alignment with our clients, we delivered an average of 65% engagement of our adult patients on an annual basis across the top quartile of our clients, ranked by patient engagement, through in-person visits at one of our centers and virtually through our digital health platform. Our clinical model engages the higher-risk patients (representing 11% of our population) an average of 5.0 times per year versus our lower risk patients (43% of our panel) an average of 3.3 times per year.

Proven Client Return on Investment, or ROI

We have a demonstrated ability to provide our clients with savings in healthcare costs that significantly exceed program costs through the implementation of our clinical model. These proven cost savings drive client retention and increase recurring revenue for our organization. Our methodologies for estimating client savings generally involve estimating what client healthcare costs would have been without the Everside clinical model and then comparing that estimate to what client healthcare costs were inclusive of our cost to the client. To

estimate what client costs would have been without our model, we primarily leverage either a client' s own historical data prior to engaging Everside (for our year-over-year methodology), or data from subset of a client' s population that does not have access to our clinical model (for our control group methodology).

We recently engaged Milliman to conduct an independent review of our two primary methodologies for estimating client savings: (1) the year-over-year methodology and (2) the control group methodology. Milliman is a respected professional services firm, staffed with well-regarded members of the American Academy of Actuaries. Milliman did not review or opine on any particular case study or particular client result. Instead, Milliman focused its review on the actuarial appropriateness of our two primary methodologies for calculating savings to our clients. Milliman concluded that the methodologies, as presented to them and reviewed by them, are reasonable from an actuarial perspective and are consistent with typical actuarial practices to estimate the net financial impact of the programs for employer clients.

In our own internal study of 80 clients and approximately 170,000 lives utilizing the year-over-year methodology, we found that average gross client savings (before consideration of our cost to these clients) by year 3 was 17.3% and 31.4% by year 5. Under this methodology, we calculate average gross savings by establishing a baseline benchmark spend on a per member per month basis in the year prior to the start of our providing services for each client, calculating the actual per member per month costs for each subsequent year to represent actual costs for each client and creating a projection of what costs would have been without our services each year for each client, which we do by utilizing independently published inflation benchmarks for commercial population health costs. In addition, we adjust for client benefit plan design changes and other extraneous factors not attributable to the services we provide. The difference between our projection of expected healthcare cost in each year compared to actual healthcare cost represents the estimated savings. Our proven ability to drive cost savings makes our service offering a central solution to the problem of rising healthcare costs for our clients, rather than simply an additional benefit for a client' s employees. According to a recent KFF study, 96% of employers believe healthcare costs are excessive and 87% believe healthcare costs will become unsustainable within the next five years. We are often one of the last services to be reduced even during difficult financial times. This was made evident during COVID-19 when our net revenue retention rate held steady at 95%.

Direct to Employer Model

Unlike many competitors who focus on a direct-to-consumer strategy and have expanded into the direct to employer market, our three legacy organizations, Paladina, Activate and Healthstat, have over 40 years of experience in the direct to employer market, adding the experience of our acquired organizations. We employ a dedicated sales force to sell directly to employers, including a centralized Request for Proposal, or RFP, team that responds to employers looking for creative solutions. We cultivate channel partnerships with our broker networks so that our solution can be part of an employer' s benefit design.

Leadership in Labor Union and Taft-Hartley Market

We believe that we are well positioned to continue our growth within the labor union market, where our Activate brand has a broad presence across 10 states with a dedicated sales team. We are uniquely positioned to continue growing in this market. We currently serve 65,000 members of Taft-Hartley plans, which we estimate serve approximately 10 million participants in the United States. We have been well-received by the union-market and its leadership, where we are able to offer customized solutions for their members. We established a union division advisory board so that we can have a deep understanding of the unique needs of these clients. We are typically able to build a near-site or onsite location that is utilized by only their members, which our clients appreciate and which further builds client loyalty.

A good example of our strong relationship in local labor union is Teamsters Local 135 Indiana. We launched the partnership in 2014, providing services by Activate, our union division. They serve more than 1,600

union members and more than 4,100 eligible patients in total. The clinics were built and funded by Everside for the exclusive use of our client. We leveraged data analytics to assess and modify clinical programs. Total scripts dispensed were 2,490, 8,135 and 10,647 in 2014, 2017, 2019, respectively, and we were able to improve blood pressure of 74% of 806 total patients we served. In addition, we have expanded the scope of services by providing improved access to local clinics and mental healthcare. We are expecting to add physical therapy to our services starting in Q3 2021. Through our services, Teamsters Local 135 Indiana was able to achieve improved financial results and patient experience. They had a 2.3:1 net ROI over the first 6 years, with cumulative net savings of $29.0 million. In 2019, 76% of their total union members visited our clinics while total member savings from avoided copays totaled $1.7 million.

Ability to Acquire and Integrate Businesses

We have demonstrated a successful track record of acquiring and integrating companies that align with our mission and values. We completed two sizable acquisitions, Activate in 2018 and Healthstat in 2020, and achieved operational integration and synergy efficiencies at a rapid pace, with both deals having closed in the last 3 years. Our management team has deep experience with executing a target M&A strategy. This strategy allows us to scale inorganically while still driving organic growth in our core business.

Efficiency of Capital Investment Driving Highly Scalable Model

We have significant efficiency of capital investment that drives our highly scalable model. We see this in several ways:

(i) We can typically open new centers in 4-6 months for approximately $150,000 to $500,000. With our contracted lives starting immediately, we can achieve profitability within the first year, which creates a significant competitive advantage. Because we contract with clients based on the number of covered patients at a location, we do not rely on geographic density to drive patient volumes or the need to spend significant capital on sales and marketing of our offering to acquire new patients, and we are able to profitably scale our business faster as we have a high degree of visibility for patient volume before we even open a center. Our model enables us to expand our business across states and into new markets based on the needs of our clients. Today we serve over 140 U.S. markets We are also able to contract with larger, multi-state employers and labor unions that rely on our diversified geographic footprint and ability to add new health centers quickly and specifically tailored to meet their individual needs.

(ii) Our technology platform is differentiated and is a unique advantage as we scale our business. Telehealth also acts as an organic growth multiplier for our business because it allows for greater patient access without the need for a physical location and commensurate spend. In addition, our scalable cloud-based architecture and hybrid approach, where we partner with companies we believe to be leading software companies rather than build our own, is a very efficient cost structure.

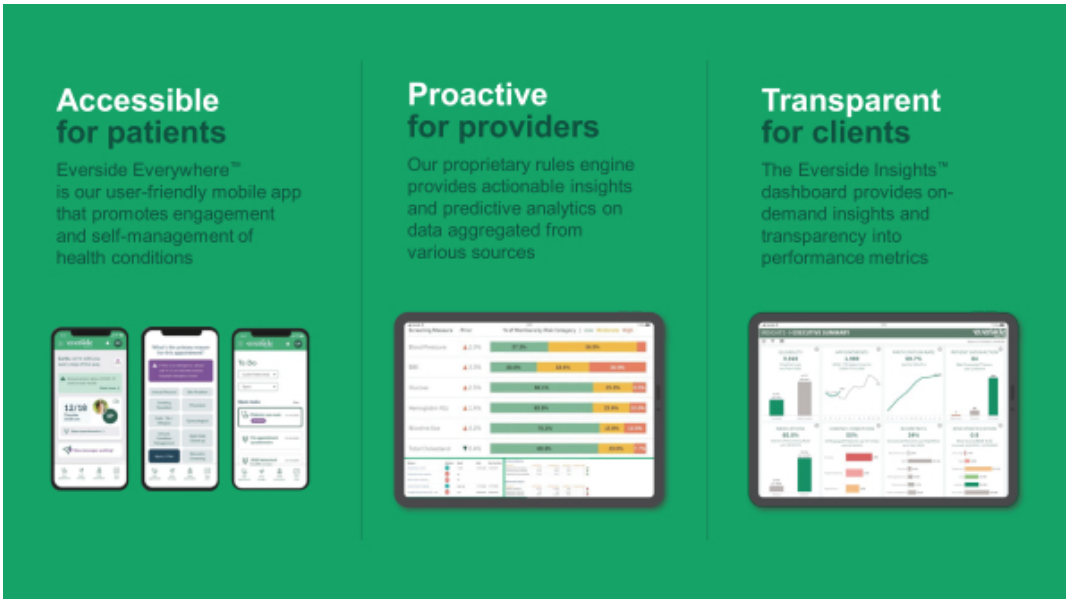
Comprehensive Service Offering Across Leading National Footprint

We provide comprehensive solutions to our clients at a national scale, including primary care, occupational health, behavioral health, onsite laboratory and medication dispensing benefits. We provide care across a broad physical footprint of more than 343 health centers in 33 states and over 140 U.S. markets. Because we contract with clients based on the number of covered patients at a location, we do not rely on geographic density to drive patient volumes or the need to spend significant capital on sales and marketing of our offering to acquire new patients. As a result of this, we have relative ease when entering a new market and provide a differentiated service offering relative to other value-based care providers due to our hybrid in-person and virtual care footprint. Our model provides longitudinal care for patients through a variety of modalities, including an integrated physical and digital/ virtual omnichannel service offering. In addition, we provide care that is more connected, fully integrating point solutions for population health into our primary care service offering. While we

continue to demonstrate steady organic growth, we are now well positioned to serve larger regional and national employers and health plans with our geographic and virtual footprint.

Robust Technology Platform

Our technology platform, *Everside 360™*, is built on a hybrid operating model, where we partner with what we believe are best-in-class organizations to license their sophisticated technologies and integrate our systems on top of those technologies to provide a seamless product to our clients. We believe that patient engagement through our technology platform is a critical component that reduces the overall cost of healthcare. Through our technology platform, we seek to forge a long-lasting relationship with the patient, to help manage chronic conditions and to proactively identify diseases and other illnesses early in their treatment program. To enhance the patient experience, we have developed *Everside Everywhere™*, a customizable patient portal and mobile application to service the needs of our patients based on a combination of our own software and applications licensed from third parties. In addition, we have created sophisticated clinical tools that create actionable data points and empowers our providers to make informed clinical decisions that effectively improve health outcomes and reduce the total cost of healthcare spend. We provide comprehensive reporting functionality for our clients so they have transparency on our outcomes and impact. We utilize our robust data set and proprietary rules engine to identify and reach out to High Risk patients who require proactive or follow-up care. In addition, our *Everside Insights™* Dashboard is a data and analytics reporting tool designed to give clients real time access to our results. Our unique reporting capabilities offer employers comprehensive insights into their employees' health and drive continued partnership and engagement with our platform.



Demonstrated Improvements in Patient Health Outcomes

For patients who select us as their PCP, we exceeded the 90th percentile thresholds for multiple important HEDIS screening measures such as diabetic blood pressure control and hypertension control. Our ability to reduce healthcare spending while driving positive health outcomes is primarily driven by our high level of patient engagement and technological enablement. We work with our clients to drive employee engagement through multiple strategies, including health plan benefit design, executive support and advocacy, internal employee communication content, virtual and in-person webinars and events, and access to communicate directly with

patients. We also segment our patients via predictive models, including Johns Hopkins ACG, biometrics and Health Risk Assessments, or HRAs, to enable analytics driven messaging to achieve desired health outcomes. In addition, we proactively communicate directly with patients to drive both initial and ongoing engagement. These "patient outreach journeys" include email, text, outbound phone calls from our call center, direct mail, paid digital advertising and mobile application notifications. These patient outreach journeys are designed to specifically support the patient and PCP relationship.

Strong Recurring Revenue and Client Retention

Our business model produces predictable, recurring revenue with typical contract terms of 2-5 years. As a result of these longer duration contracts, a large percentage of our revenue is recurring revenue, representing over 95% of our total revenue as of December 31, 2020. This is a marked differentiator from our FFS competitors whose revenue is more volatile, directly fluctuating seasonally with the volume of services provided. In addition, as of December 31, 2020, we had net revenue retention rate of 95%.

Highly Experienced, Mission-driven Management Team

Our knowledgeable management team has extensive experience working with leading self-funded clients, labor unions, health systems, health plans, and other Fortune 500 companies. Our leadership team embodies our core mission and vision, to enable patients in our care to live their healthiest lives while building the most trusted, accessible and personalized healthcare experience alongside our patients and clients. Leading by example, the management team has built Everside Health upon the core values of patients first, courage, ingenuity, fun, and community. We are committed to living into that value of community by ensuring that we are a diverse, inclusive and welcoming place to work. Our executive team has been a critical component of our company' s success in furthering our vision and continuing to build out our comprehensive service offering in both new and existing markets.

Our Proven Formula to Scale

We have created a repeatable, data-driven playbook to increase patients' healthcare access and expand the Everside brand and presence across the United States. We recognize that each opportunity is different and have been able to apply our core principles in a flexible manner to meet the specific needs of the clients we serve. The fundamental aspects of our playbook include:

Executing on Multiple Go-To-Market Strategies. We pursue four go-to-market strategies in parallel. With our employed sales force and national footprint, we are selling to employers across the continental United States. We contract with broker partners, to sell through broker channels. We can partner with health plans to serve their fully insured or self-funded accounts to differentiate their product and assist them with claims management. We can affiliate with health systems to enter new markets, where doing so may accelerate growth and brand recognition. All of these go-to-market strategies enable our organic growth, building upon our strong client base, with our exceptional over 95% net revenue retention rate.

Strategic Market Entry. We currently provide our Complete Care Solution via centers in 33 states and over 140 U.S. markets. Our client base is broad and spans state governments, municipalities, school districts, manufacturers, unions, health systems, health plans and Fortune 500 employers. At the top of our sales funnel, our centralized RFP team identifies new opportunities based on several factors. We heavily invest in building broker relationships and will enter a new market if we feel that there are new client opportunities within the local market. In these instances, we have an efficient implementation team that we can deploy to open a new near-site de novo location. Since we do not rely on market density for our volume, we are typically able to open a single near-site location to establish our footprint within a local market. We also will identify and enter into new markets through partnerships with local health systems or health plans, utilizing their existing brand recognition within that market to

further build out our footprint. Once we have established our local market presence, we utilize our hub and spoke expansion model.

Actuarial Analytics on Total Cost of Claims Savings. We partner with clients and provide reports demonstrating our strong projected ROI when implementing our clinical model using externally validated actuarial methodology. We typically obtain a potential client' s historical claims data, which our actuarial team analyzes to establish a baseline healthcare spend and then project that baseline forward to trend their expected spend. Next, we adjust for plan design changes and compare to actual healthcare costs. We break down expected savings by category, including inpatient care, outpatient care, pharmacy, and others, to show that the investment in primary care impacts all aspects of healthcare spend. Then, on an annual basis, we report back to clients on actual claims savings against this forecast.

Capital Efficient Growth. Our model provides what we believe to be unparalleled healthcare value. We open new centers to meet our client' s specific geographic and clinical needs, often within 4-6 months of engagement. A typical new center costs approximately $150,000 to $500,00 to open. Our centers can be funded by Everside (estimated approximately % of 2021 builds) or funded by the client (estimated approximately % of 2021 builds). In addition, because of the low startup costs and predictable volume from existing employees, we are typically profitable at a new center within the first year.

Efficient Patient Acquisition. Our strategy is flexible and tailored to the needs of the client to ensure we deliver the highest quality care with a personalized experience. For our new centers, we employ a hub and spoke strategy for efficient expansion−the new, near-site centers serve as the "hub" and we can add additional clients, or spokes, at profitable margins. We drive patient engagement through email, social media, phone, and our digital platform. We are also able to maximize utilization of existing shared centers to drive lower unit costs via these spoke businesses.

Building the Best Teams. We believe our Everside teammates are critical to delivering our mission of improved care. The Everside approach to recruiting and talent development allows us to attract high-caliber providers and market leaders to support the growth and scale of our business. The core tenants of our hiring process include (i) clinical culture, (ii) diversity, inclusion and belonging, (iii) social impact, and (iv) listening and transparent leadership. These core components drive the Everside culture and are the foundation of how we "live" our mission and values.

Value-Based Contracts. Our client contracts are all value-based and we collect fixed, recurring revenue for our provider services, with little or no fee-for-service revenue. We offer three types of value-based contracts to our clients, tailored to their specific needs: (i) our All-in Contracts are structured as PMPM, or flat fee which allows a client to pay for all eligible employees and their dependents with full access to our care, including both in-person and virtual health services, (ii) our opt-in contracts allow a client to pay a higher PMPM fee but only for those employees or dependents that enroll in our services, and (iii) our Transparent Pricing Contracts allow a client to pay a management fee in addition to clinic operating costs. All of these payment models elevate our model above the misaligned financial incentives of the fee-for-service payment model. Additionally, our contracts typically have 2-5 year terms, translating to highly predictable, recurring revenues. At this time, unlike providers serving the Medicare Advantage population, we do not take full actuarial risk on any contract, which also contributes to the predictable nature of our revenue stream.

Our Growth Strategies

We plan to continue to pursue our growth strategies at scale in several ways.

Expand Market Presence with New Health Centers

We are continually building new centers for both existing and new clients, which we refer to as hub health centers. In 2020 we opened 38 new health centers nationwide. We are able to organically expand our book of

business across state lines and into new markets based on the specific needs of our clients. This creates a high-value hub and spoke model, where an anchor client serves as the hub and smaller clients may add into that shared center (known as "spoke clients"). We are not limited by geographic density to drive patient volume, which helps us to scale faster with a high degree of visibility for patient volume before we even open a center. We are also able to contract with larger, multi-state employers and labor unions that rely on our diversified geographic footprint and ability to add new health centers quickly and specifically tailored to meet their individual needs. Telehealth also enables us to grow into additional markets efficiently, because it allows for greater access with the same number of physical locations. We offer virtual solutions to address the needs of clients who have geographically dispersed employees. Through our capital-efficient and scalable business model, we can typically open new centers in 4-6 months for approximately $150,000 to $500,000 and achieve profitability within the first year, which differentiates us from our competitors and creates a significant competitive advantage.

Increase Clients on Our Platform

We have many opportunities to add new clients in both new and existing markets. We have been able to maximize utilization of existing shared centers to drive lower unit cost at these spoke health centers. In addition, we expect to continue to increase our market share in the labor union market, where our Activate Healthcare brand has a broad presence across 10 states with a dedicated sales team. We currently serve 65,000 members of Taft-Hartley plans, which we estimate serve approximately 10 million participants in the United States. In addition, we see significant opportunity to organically increase our footprint with middle-market employers, where we experience high client retention and can achieve brand loyalty through our diversified service offering. An additional area of organic growth in our existing markets is to increase our market share within the Fortune 200 employers. Our national footprint and digital health capabilities position us well to serve these larger companies with a diversified national footprint.

Expand Capabilities and Services

Expanding our service offering to new and existing clients helps to retain existing clients, drives higher patient engagement and creates future sales growth, as employers seek out a tailored solution. By adding these service lines, such as musculoskeletal health, behavioral health or virtual care, we can more efficiently replace point solutions for employers and, by offering those solutions in conjunction with primary care, we can enhance quality and cost outcomes. Our clients often seek a tailored solution to manage the care of their employees and we are able to provide both a diversified and technology-enabled service offering to meet the needs of such clients. Adding to the breadth of services offered in our Complete Care Solution allows us to command an increasing PMPM price while still continuing to drive increased cost savings to our clients. In addition, the expanded service offerings enable increased same-store sales to already existing, loyal clients.

Increase Valuable Partnerships with Health Plans and Hospital Systems

We expect to increase our health plan and hospital system partnerships to augment our growth in new and existing markets.

Health Plan Partnerships. We partner with health plans to serve their fully-insured or self-insured beneficiaries. Health plans have historically partnered or acquired PCPs to help manage the care of their enrollees, and we offer a unique service offering that both increases access to care and lowers overall cost.

Hospital System Partnerships. We partner with health systems through value-based-care compensation arrangements to leverage their local brand recognition and to help enter into new markets where we do not already have a geographic footprint. We have recently entered into joint ventures with SSM Health and CommonSpirit, with plans to continue to grow strategically in this area. We plan to selectively deploy these types of arrangements, focusing on markets where we do not have sales representatives or deep broker relationships. As healthcare systems are often one of the larger employers in their market,

these partnerships also help enable significant patient growth if we are able to serve the health system' s employees.

Pursue Strategic Acquisitions in Existing and New Service Lines

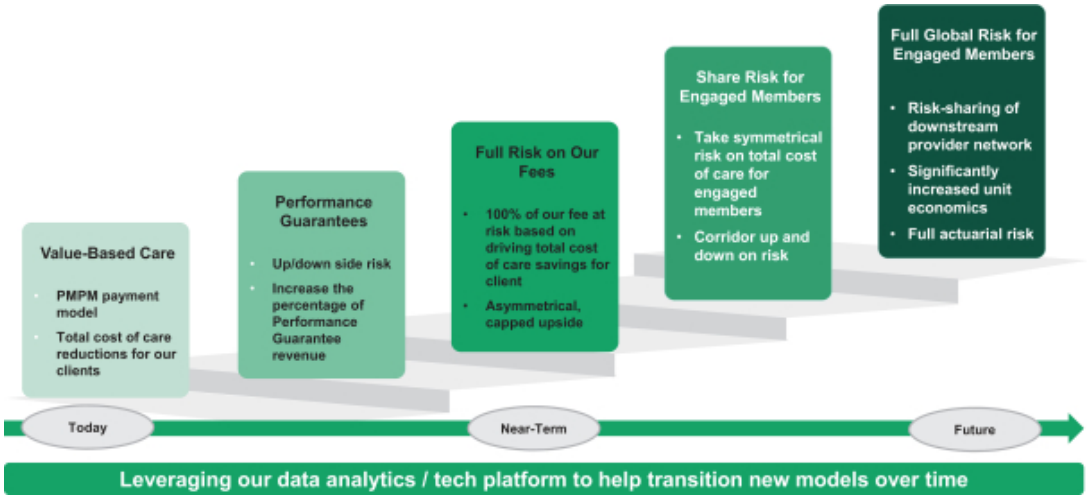
We have a successful track record of acquiring and integrating both large and small targets that fit our mission and values. This is evidenced by our successful acquisitions and integrations of both Activate in December 2018 and Healthstat in November 2020. In addition, we will continually seek out opportunities to add to our existing national footprint, to enter new markets and to acquire ancillary services to further enhance our primary care service offering.

Pursue Adjacent Market Opportunities

As our company continues to grow, we are well positioned to pursue adjacent market opportunities in areas such as Continuing Care where we offer our services to departing employees and see these patients in our in-person or virtual care settings. We are also well-positioned to market our platform to small, fully-insured employers. Another area of opportunity in adjacent markets is within the retiree market, this solution is particularly desired by our union clients who serve their membership into retirement. Because 90% of healthcare costs are for people who have chronic and mental health conditions, our ability to manage these conditions would logically lead to improved outcomes and lower healthcare costs for retirees as well.

Capture Economics of Cost Savings through Risk-Sharing Payment Models

We are well positioned to evolve our contracting strategy to capture cost savings through risk-sharing arrangements. We believe that a strong primary care platform is the key to driving better health outcomes and promoting value-based care. As we continue to measure performance on claims savings for our clients, we are developing a robust data set for actuarial validation of our model. This data set enables Everside to take measured risks in client contracts for delivering total cost of care savings, which is a huge market differentiator. In the future, we could consider adding on certain specialty care and bundled payments for hospital services to further manage the total cost of care. Eventually we may consider taking full actuarial risk for self-funded plan sponsor clients, allowing Everside to fully share in the costs savings delivered by the model of care. The potential to enter into risk-sharing payment models is expected to further elevate our operating model above the misaligned financial incentives of the fee-for-service payment model. In doing this, we can significantly increase our unit economics and revenue per patient without increasing our capital expenditure.



Competition

The U.S. healthcare industry is highly competitive. We compete with large and medium-sized local and national providers of primary care services, such as Premise Health, Marathon Health, Crossover Health and other healthcare practices, for, among other things, contracts with employers, recruitment of physicians and other medical and non-medical personnel and individual patients. Our principal competitors for employers vary considerably in type and identity by market. There have also been increasing indications of interest from non-traditional providers and others to enter the primary care space and/or develop innovative technologies or business activities that could be disruptive to the industry. We also compete with episodic point solutions such as telemedicine offerings as well as urgent care providers. We believe that the specific advantages we have over our competitors include our hybrid digital and physical approach to primary care, our customizable patient experience and our direct to employer model, which employs a dedicated sales force to sell directly to employers. Alternatively, our competitors may have achieved market penetration in locations where we have not yet established a presence to date. Our growth strategy and our business could be adversely affected if we are not able to continue to penetrate existing markets, successfully expand into new markets, maintain or establish new relationships with employers and recruit qualified physicians. See "Risk Factors−Risks Related to Our Business−The healthcare industry is highly competitive."

We believe the principal competitive factors in our industry include the ability to address the needs of employers and payers, the ability to attract and retain quality providers and the ability to reduce cost trends. With respect to our employees, we believe that we have a compensation philosophy that is different from our competitors and attractive to our employees and potential employees. For example, we continuously scan the marketplace, conduct ongoing salary surveys for key positions and offer competitive benefits packages. On the basis of this, we believe that we currently compete effectively with respect to each of these factors.

Government Regulations

Our operations and those of our affiliated physician entities are subject to extensive federal, state and local governmental laws and regulations. These laws and regulations require us to meet various standards relating to, among other things, primary care centers and equipment, dispensing of pharmaceuticals, management of centers, personnel qualifications, maintenance of proper records and patient care. If any of our operations or those of our affiliated physicians are found to violate applicable laws or regulations, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price, including:

- loss of our licenses required to operate healthcare facilities or dispense pharmaceuticals in the states in which we operate;
- criminal or civil liability, fines, damages or monetary penalties for violations of healthcare fraud and abuse laws, including state anti-kickback statutes and physician-referral laws and other applicable regulatory requirements;
- enforcement actions by governmental agencies and/or state law claims for monetary damages by patients who believe their health information has been used, disclosed or not properly safeguarded in violation of federal or state patient privacy laws, including HIPAA;
- mandated changes to our practices or procedures that significantly increase operating expenses or decrease our revenue;
- termination of various relationships and/or contracts related to our business, including joint venture arrangements, real estate leases and provider employment arrangements;
- changes in and reinterpretation of rules and laws by a regulatory agency or court, such as state corporate practice of medicine laws, that could affect the structure and management of our business and its affiliated physician practice corporations;

changes to tax rules regarding health savings accounts, high deductible health plans, and direct primary care benefits; and

harm to our reputation, which could negatively impact our business relationships, our ability to attract and retain patients and physicians, our ability to obtain financing and our access to new business opportunities, among other things.

We expect that our industry will continue to be subject to substantial regulation, the scope and effect of which are difficult to predict. Our activities could be subject to investigations, audits and inquiries by various government and regulatory agencies at any time in the future. Adverse findings from such investigations and audits could bring severe consequences that could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price. We are currently not subject to most federal fraud and abuse, false claims and federal physician self-referral laws, as we do not participate or submit invoices for reimbursement to federal healthcare programs, such as Medicare or Medicaid.

State Anti-Kickback Statutes

The state anti-kickback statutes generally prohibit, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, in cash or kind, in return for, either the referral of an individual or the purchase, lease or order or arranging for or recommending the purchase, lease or order of any healthcare good, facility, item or service. However, these laws and their exceptions and safe harbors vary significantly based on the state. State anti-kickback statutes have been interpreted to apply to, among others, financial arrangements between entities that have the ability to refer and generate healthcare business. There are a number of statutory and regulatory exceptions protecting some common activities from prosecution. Our practices may not in all cases meet all of the criteria for protection under a statutory or regulatory exception. Generally, a person or entity does not need to have actual knowledge of the state anti-kickback statutes or specific intent to violate it in order to have committed a violation. Violations may result in criminal and civil penalties.

Physician Self-Referral Laws

Many states have promulgated physician self-referral laws and regulations similar to the federal Stark Law, but these vary significantly based on the state. In addition to services reimbursed by Medicaid or government payors, often these state laws and regulations can apply to services reimbursed by private payers and cash pay patients as well. State self-referral laws generally prohibit physicians and certain other healthcare practitioners from making referrals for medical services if the practitioner or his or her immediate family has a financial relationship with entity providing the service, and from seeking payment for services provided pursuant to a prohibited referral. Penalties for violating state self-referral laws and regulations vary based on the state, but often include civil and criminal penalties and termination or suspension of professional licensures. We have entered into several types of financial relationships with physicians, including compensation arrangements. If our affiliated physician entities are were to bill for a non-exempted service and the financial relationships with the physician did not satisfy an exception, we could be required to change our practices, face civil penalties, pay substantial fines, return certain payments or otherwise experience a material adverse effect as a result of a challenge to payments made pursuant to referrals from these physicians under the state self-referral laws.

Corporate Practice of Medicine and Fee-Splitting

There is a risk that U.S. state authorities in some jurisdictions may find that our contractual relationships with our affiliated physician offices violate laws prohibiting the corporate practice of medicine and certain other health professions. Affiliated entities are not subsidiaries of the Company and are wholly-owned by licensed physicians. The Company enters into contractual arrangements with the affiliated entities, which generally include: (i) management services agreements; (ii) professional services agreements; and (iii) shareholder restriction agreements.

Under the management services agreements, we provide administrative services to the PCs in exchange for a per physician per month fee or fixed fee. The intracompany compensation paid by the PCs to the Company under the management services agreement is eliminated upon consolidation. Under the professional services agreements, the PCs hire the providers to render professional medical services exclusively for our patients. Our PCs are compensated in an amount equal to the cost of providing such professionals, plus a percentage of those costs. Under the shareholder transfer restriction agreements, the PCs' sole shareholder, our Chief Medical Officer, is restricted from transferring shares of the PC without our prior approval, required to transfer his shares under certain circumstances, and subject to certain other limitations. In addition, transfers of the affiliated entity' s shares may be initiated in certain circumstances by the Company to a shareholder of the Company' s choosing.

These laws generally prohibit the practice of medicine and certain other health professions by lay persons or entities and are intended to prevent unlicensed persons or entities from interfering with or inappropriately influencing the professional judgment of clinicians and other healthcare practitioners. The professions subject to corporate practice restrictions and the extent to which each jurisdiction considers particular actions or contractual relationships to constitute improper influence of professional judgment vary across jurisdictions and are subject to change and evolving interpretations by state boards of medicine and other health professions and enforcement agencies, among others. As such, we must monitor our compliance with laws in every jurisdiction in which we operate on an ongoing basis and we cannot guarantee that subsequent interpretation of the corporate practice laws will not further circumscribe our business operations. While we believe that we are in substantial compliance with state laws prohibiting the corporate practice of medicine and fee-splitting, other parties may assert that, despite the way we are structured, we could be engaged in the corporate practice of medicine or unlawful fee-splitting. Were such allegations to be asserted successfully before the appropriate judicial or administrative forums, we could be subject to adverse judicial or administrative penalties, injunctions, certain contracts could be determined to be unenforceable and we may be required to restructure our contractual arrangements. Furthermore, state corporate practice restrictions also often impose penalties on health professionals for aiding a corporate practice violation, which could discourage clinicians or other licensed professionals from participating in our business. Any difficulty securing clinicians to participate could impair our ability to provide therapies and could have a material adverse effect on our business.

In addition, clinicians and other licensed professionals who participate in our business will also be subject to state professional practice and licensing standards, including appropriate supervision of healthcare professionals. These laws may vary significantly by state. Such clinicians and other licensed professionals who fail to comply with such applicable laws, may be subject to significant civil, criminal and administrative sanctions.

HIPAA Criminal Fraud Statutes

HIPAA created federal criminal statutes that prohibit, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud or to obtain, by means of false or fraudulent pretenses, representations or promises, any money or property owned by, or under the control or custody of, any healthcare benefit program; willingly obstructing a criminal investigation of a healthcare offense; and knowingly and willfully falsifying, concealing or covering up by trick, scheme or device, a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. A person or entity need not have actual knowledge of the statute or specific intent to violate it in order to have committed a violation.

Clinical Laboratory Improvement Amendments

We are subject to the CLIA Program, under which CMS regulates all laboratory testing and state laboratory oversight equivalents. The objective of the CLIA Program and state laboratory licensing requirements is to ensure quality laboratory testing. All facilities performing clinical laboratory tests on materials derived from the human body for the purpose of providing information for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of, human beings must apply for a CLIA certificate that corresponds to the complexity of tests performed and is subject to CMS and state government oversight. We have

Certificate of Waivers under CLIA to waived clinical laboratory tests, such as pregnancy tests. We are not subject to routine surveys or inspections; however, CLIA inspectors may inspect our clinical laboratory testing in response to a complaint.

Privacy and Security

The federal regulations promulgated under the authority of HIPAA require us to provide certain protections to patients and their health information. HIPAA extensively regulates the use and disclosure of PHI and requires covered entities, which include healthcare providers, their business associates and their respective covered subcontractors, to implement and maintain administrative, physical and technical safeguards to protect the security of such information. Additional security requirements apply to electronic PHI. These regulations also provide patients with substantive rights with respect to their health information.

HIPAA also requires us to enter into written agreements with certain contractors, known as business associates, to whom we disclose PHI. Covered entities may be subject to penalties for, among other activities, failing to enter into a business associate agreement where required by law or as a result of a business associate violating HIPAA, if the business associate is found to be an agent of the covered entity and acting within the scope of the agency. Business associates are also directly subject to liability under HIPAA. In instances where we act as a business associate to a covered entity, there is the potential for additional liability beyond our status as a covered entity.

Covered entities must notify affected individuals of breaches of unsecured PHI without unreasonable delay but no later than 60 days after discovery of the breach by a covered entity or its agents. Reporting must also be made to the HHS Office for Civil Rights and, for breaches of unsecured PHI involving more than 500 residents of a state or jurisdiction, to the media. All impermissible uses or disclosures of unsecured PHI are presumed to be breaches unless the covered entity or business associate establishes that there is a low probability the PHI has been compromised. We may become the subject of a governmental investigation (arising out of a reportable breach incident, audit or otherwise) alleging non-compliance with HIPAA regulations in our maintenance of PHI. Various state laws and regulations may also require us to notify affected individuals in the event of a data breach involving personal information without regard to the probability of the information being compromised.

Violations of HIPAA, including, but not limited to, failing to implement appropriate administrative, physical and technical safeguards, have resulted in enforcement actions and in some cases triggered settlement payments, criminal penalties, and/or civil monetary penalties. Further, state attorneys general may bring civil actions seeking either injunction or damages in response to violations of the HIPAA privacy and security regulations that threaten the privacy of state residents.

Healthcare Reform

In March 2010, broad healthcare reform legislation was enacted in the United States through the ACA. Although many of the provisions of the ACA did not take effect immediately and continue to be implemented, and some have been and may be modified before or during their implementation, the reforms could continue to have an impact on our business in a number of ways. We cannot predict how employers, private payors or persons buying insurance might react to federal and state healthcare reform legislation, whether already enacted or enacted in the future, nor can we predict what form many of these regulations will take before implementation.

Since its enactment, there have been numerous judicial, administrative, executive and legislative challenges to certain aspects of the ACA, and we expect there will be additional challenges and amendments to the ACA in the future. For example, following an appeal made by certain defendants, on June 17, 2021, the U.S. Supreme Court dismissed the plaintiffs' challenge to the ACA without specifically ruling on the constitutionality of the ACA. Prior to the Supreme Court' s decision, President Biden issued an Executive Order to initiate a special enrollment period from February 15, 2021 through August 15, 2021 for purposes of obtaining health insurance

coverage through the ACA marketplace. The Executive Order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It is unclear how other healthcare reform measures of the Biden administrations or other efforts, if any, to challenge repeal or replace the ACA, will impact our business, products, services and relationships with our clients and PCPs.

Other Regulations

Our operations are subject to various state hazardous waste and non-hazardous medical waste disposal laws. Most of the waste produced from medical services is not classified as hazardous under these laws. Occupational Safety and Health Administration regulations require employers to provide workers who are occupationally subject to blood or other potentially infectious materials with prescribed protections. These regulatory requirements apply to all healthcare facilities, including primary care centers, and require employers to make a determination as to which employees may be exposed to blood or other potentially infectious materials and to have in effect a written exposure control plan. In addition, employers are required to provide or employ hepatitis B vaccinations, personal protective equipment and other safety devices, infection control training, post-exposure evaluation and follow-up, waste disposal techniques and procedures and work practice controls. Employers are also required to comply with various record-keeping requirements.

Federal and state law also governs the dispensing of controlled substances by physicians. For example, the Prescription Drug Marketing Act governs the distribution of drug samples. Physicians are required to report relationships they have with the manufacturers of drugs, medical devices and biologics through the Open Payments Program database. Any allegations or findings that we or our providers have violated any of these laws or regulations could have a material adverse impact on our business, results of operations and financial condition.

Professional Medical Entity Arrangements

Under most of our strategic partnership arrangements, our affiliated professional medical entities provide primary care services and contract with our affiliated management services organizations which provide management, operational and administrative services, including managing the day-to-day administration of the business aspects of the primary care practices.

Intellectual Property

Our continued growth and success depend, in part, on our ability to protect our intellectual property and internally developed technology. We primarily protect our intellectual property through a combination of copyright, trademark and trade secret laws, intellectual property licenses and other contractual rights (including confidentiality, non-disclosure and assignment-of-invention agreements with our employees, independent contractors, consultants and companies with which we conduct business). Based upon our experience providing care in over 340 health centers across 33 states as of December 31, 2020, we continuously evaluate the needs of our providers and the tools that we can provide and make improvements and add new features based on those needs. We continually assess the most appropriate methods of protecting our intellectual property and may decide to pursue available protections in the future.

These intellectual property rights and procedures may not prevent others from competing with us. We may be unable to obtain, maintain and enforce our intellectual property rights, and assertions by third parties that we violate their intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

Employees and Human Capital Resources

As of April 30, 2021, we and our affiliated physician entities collectively had 1,166 employees, including 439 PCPs. Our agreements with our PCPs provide for a salary and a portion of our PCPs are eligible to earn a bonus based on the achievement of certain metrics. To our knowledge, none of our employees are represented by a labor union or party to a collective bargaining agreement. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

We are a mission and values driven organization. Our mission is to enable patients in our care to live their healthiest lives. Our vision is to build the most trusted, accessible and personalized healthcare experience alongside our patients and clients. Our leadership team has built Everside Health upon the core values of patients first, courage, ingenuity, fun, and community. We are committed to living into that value of community by ensuring that Everside Health is a diverse, inclusive and welcoming place to work.

In order to help us ensure that we are living our mission and vision on a daily basis, we focus on strategic human resources practices, including recruiting, talent management, diversity and inclusion, and employee engagement. We monitor key performance indicators in all of these areas with a specific emphasis on managing HR analytics such as retention, time-to-fill for hiring, and employee engagement scores. Our employee value proposition includes an emphasis on providing an empowering work environment, competitive compensation and benefits to meet the needs of our employees and their families.

Our focused approach to recruiting and developing talent allows us to attract outstanding PCPs, nurse practitioners, other health center employees and regional leaders in order to continue to grow and scale our business. We believe that this approach has supported the creation of a strong pipeline of top tier talent for leadership roles within our company and provides a differentiated value proposition for our clients and PCPs.

Facilities

Our corporate headquarters is located in Denver, Colorado, where we currently lease approximately 17,600 square feet pursuant to a lease agreement that expires in 2026.

We believe that our facilities are suitable to meet our current needs. We intend to expand our facilities or add new facilities as we grow, and we believe that suitable additional or alternative space will be available as needed to accommodate any such growth.

As of April 30, 2021, we also leased approximately 220,000 gross square feet relating to 68 centers located in 14 states, including our corporate headquarters. Our leases typically have terms of 3 to 5 years, and generally provide for renewal or extension options.

Legal

We are not currently a party to any litigation or claims that, if determined adversely to us, would have a material adverse effect on our business, operating results, financial condition or cash flows. We are, from time to time, party to litigation and subject to claims in the ordinary course of business. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

MANAGEMENT

Executive Officers and Directors

The following table provides information, as of June 30, 2021, regarding the individuals who will serve as our executive officers and directors immediately following the completion of this offering:

Name	Age	Position
Executive Officers:		
Christopher T. Miller	50	Chief Executive Officer and Director
Heather Dixon	48	Chief Financial Officer
Gaurov Dayal, MD	50	President and Chief Operating Officer
Tobias Barker, MD	52	Chief Medical Officer
Non-Employee Directors:		
Joseph Mello(3)	62	Director
Andrew Adams(3)	46	Director
Anthony Gabriel, MD(1)	52	Director
Mohamad Makhzoumi(2)	41	Director
Peter Hudson, MD(1)	56	Director
Kavita Patel, MD(2)	47	Director
John Nehra(2)	73	Director
Sara Lewis(1)	53	Director
Wouleta Ayele(3)	56	Director
Michael Strautmanis(3)	52	Director

(1) Member of the audit committee.
(2) Member of the compensation committee.
(3) Member of the nominating and corporate governance committee.

Each executive officer serves at the discretion of our board of directors and holds office until his or her successor is duly elected and qualified or until his or her earlier resignation or removal. There are no family relationships among any of our directors or executive officers.

Executive Officers

Christopher T. Miller has served as our Chief Executive Officer since December 2015 and a member of our board of directors since June 2018. Mr. Miller also serves on the board of directors of several non-profit organizations. Previously, Mr. Miller served as a director on the boards of DaVita Care Pte. Ltd., from July 2016 to June 2018, and Trumpet Behavioral Health, LLC, from June 2009 to April 2017. Mr. Miller holds a B.A. in Psychology from Cornell University and an M.B.A. from Stanford University.

We believe that Mr. Miller is qualified to serve on our board of directors due to his industry knowledge and prior experience on other healthcare companies' boards.

Heather Dixon has served as our Chief Financial Officer since June 2021. Prior to joining Everside, Ms. Dixon served as the Senior Vice President, Global Controller and Chief Accounting Officer of Walgreens Boots Alliance from March 2019 to May 2021. From August 2016 to March 2019, Ms. Dixon served in various roles at

Aetna, a CVS Health Company, including Assistant Controller and later as Vice President, Controller and Chief Accounting Officer. After serving as Vice President and Assistant Controller at PepsiCo from August 2015 to March 2016, Ms. Dixon had a transitional period from April 2016 to August 2016 prior to joining Aetna. Ms. Dixon received a B.A. in Accounting from Southern Methodist University and is a Certified Public Accountant in the State of Texas.

Gaurov Dayal, MD has served as our President and Chief Operating Officer since January 2021. Prior to joining Everside, Dr. Dayal served as the President of New Markets and Chief Growth Officer of ChenMed from March 2017 to December 2020. From October 2015 to March 2017, Dr. Dayal served as the Senior Vice President in health system solutions and strategy at Lumeris. Dr. Dayal holds a B.A. in Natural Sciences from The John Hopkins University and a M.D. from Northwestern University' s Feinberg School of Medicine.

Tobias Barker, MD has served as our Chief Medical Officer since October 2018. Prior to joining Everside, Dr. Barker was the Vice President of Clinical Transformation and Medical Oversight at CVS Health from April 2018 to October 2018. From August 2011 to April 2018, Dr. Barker held several positions at CVS MinuteClinic, including Chief Medical Officer from March 2017 to April 2018, and Vice President of Medical Operations from August 2011 to March 2017. Dr. Barker holds a B.A. in Biology and Biochemistry from the University of Colorado Boulder, an M.D. from UCLA' s David Geffen School of Medicine, and a M.A. in Health Care Management from Harvard School of Public Health.

Non-Employee Directors

Joseph Mello has served on our board of directors since January 2021. Mr. Mello is a private investor and management consultant in the healthcare industry. He also serves as a director on the board of Radiology Partners, and the strategic advisory boards of Project Connect LLC and MARS Petcare. Mr. Mello serves on the advisory board to the President of the Georgia Institute of Technology, in addition to various other non-profit organizations. Since January 2020, Mr. Mello has served as the Founder and CEO of First Light Advisors, LLP, a management consultancy focused on the health care industry. From December 2014 to December 2019, Mr. Mello held the role of President of DaVita Medical Group, and from June 2020 to January 2011 he was Chief Operating Officer of DaVita Inc. Prior to his time at DaVita, he served as an executive leader and board member for a variety of privately held and public healthcare companies, including Benevis LLC from 2007 to 2016, Capital Source, Inc (N:CSE) from 2012 to 2014, and Radiologix (A:RGX) from 2000 to 2006. In addition, from 1984 to 1994 he was a partner in the healthcare consulting group at KPMG. Mr. Mello received a B.S. in industrial engineering from the Georgia Institute of Technology and an M.B.A. in finance from Golden Gate University.

We believe that Mr. Mello is qualified to serve on our board of directors due to his industry knowledge and experience on other public company boards.

Andrew Adams has served on our board of directors since December 2018. Since June 2014, Mr. Adams has been Co-Founder and Managing Partner of Oak HC/FT. He has also been a General Partner at Oak Investment Partners since October 2003, where he focuses on healthcare investments. From July 1999 to September 2003, Mr. Adams focused on healthcare and business service investments at Capital Resource Partners. Mr. Adams currently serves on the boards of August Bioservices, DispatchHealth, Galileo, Rialtic, Unified Women' s Healthcare, US HealthVest, and WithMe Health. Mr. Adams received a B.A. in History from Princeton University.

We believe that Mr. Adams is qualified to serve on our board of directors due to his extensive experience on other healthcare companies' boards.

Anthony Gabriel, MD has served on our board of directors since August 2018. Since November 2012, Dr. Gabriel has been the Co-Founder and Chief Operating Officer of Radiology Partners. Prior to that, Dr. Gabriel held the role of Chief Information Officer for DaVita Inc. from November 2008 to February 2013. Dr. Gabriel received his B.S. from University of California, Irvine, his M.D. from The Ohio State University

College of Medicine and his M.B.A. from University of California, Los Angeles, Anderson School of Management.

We believe that Mr. Gabriel is qualified to serve on our board of directors due to his clinical background and management experience in the healthcare industry.

Mohamad Makhzoumi has served on our board of directors since June 2018. Since March 2005, Mr. Makhzoumi has been a part of New Enterprise Associates where he is currently Managing General Partner and Head of NEA' s Global Healthcare Investing practice. From July 2003 to March 2005, he focused on growth equity investments at Summit Partners. Prior to that, he worked with UBS Investment Bank from July 2001 to July 2003, where he concentrated on leveraged finance and sponsor-led transactions. Mr. Makhzoumi is currently a director of Aetion, Ally Align Health, Bright Health, Collective Health, Comprehensive Pharmacy Services, Nuvolo, Radiology Partners, Strive Health, Vori Health, and Welltok. Mr. Makhzoumi received his B.A., from the University of Pennsylvania and is board member of The National Venture Capital Association.

We believe that Mr. Makhzoumi is qualified to serve on our board of directors due to his extensive experience on other healthcare companies' boards.

Peter Hudson, MD has served on our board of directors since August 2019. Since October 2016, Dr. Hudson has served as Managing Director of Alta Partners, a healthcare venture capital firm. From May 2015 to March 2021, he served on the board and was founding Chairman of the board of U.S. Acute Care Solutions, and from May 2016 to May 2021, he served on the board of Tivity Health, including the audit committee. Dr. Hudson also serves on the board of several privately held healthcare companies, including DispatchHealth, Transcarent, and Patients Like Me. Dr. Hudson holds a B.A. in Political Science and Pre-Med from Colorado College and an M.D. from the University of Colorado School of Medicine.

We believe that Mr. Hudson is qualified to serve on our board of directors due to his clinical background and extensive industry knowledge.

Kavita Patel, MD has served on our board of directors since August 2018. Dr. Patel is a practicing physician in Washington, D.C., and a Nonresident Fellow at the Brookings Institution since January 2011, where her research and reports focus on patient-centered care, payment and delivery systems and health reform. She previously served in the Obama Administration as Director of Policy for the Office of Intergovernmental Affairs and Public Engagement in the White House from January 2009 to October 2010. She also served as a policy analyst and aide to the late Senator Edward Kennedy from August 2007 to January 2009. As Deputy Staff Director on Health, she was part of the senior staff of the Health, Education, Labor and Pensions (HELP) Committee under Senator Kennedy' s leadership. Dr. Patel also served as the Managing Director of Clinical Transformation at the Center for Health Policy at the Brookings Institution and Vice President of Payer and Provider Strategy at Johns Hopkins Health System from December 2017 to August 2019. Dr. Patel currently serves on the board of SelectQuote, Inc. and Sigilon Therapeutics, Inc., as well as on the board of several private companies, and non-profit organizations, including Pathfinder International and SSM Healthcare. Dr. Patel earned her B.A. from the University of Texas at Austin, her M.D. from the University of Texas Health Science Center and her M.P.H. from the University of California, Los Angeles.

We believe that Dr. Patel is qualified to serve on our board of directors due to her clinical background and experience in health policy.

John Nehra has served on our board of directors since August 2018. From August 1989 until his retirement in August 2014, Mr. Nehra was affiliated with NEA, a venture capital firm, including, from January 1993 until his retirement, as General Partner of several of its affiliated venture capital limited partnerships. Mr. Nehra also served as Managing General Partner of Catalyst Ventures, an NEA affiliated venture capital firm, from August 1989 to June 2013. Mr. Nehra served on the boards of several of NEA' s portfolio companies until his retirement

in August 2014 and remains a retired Special Partner of NEA. Mr. Nehra holds a B.A. in Economics from the University of Michigan.

We believe that Mr. Nehra is qualified to serve on our board of directors due to his industry knowledge and experience on other healthcare companies' boards.

Sara Lewis has served on our board of directors since March 2021. Ms. Lewis founded Lewis Corporate Advisors (capital markets advisory firm) in December 2009, where she served as Chief Executive Officer until December 2017. Ms. Lewis currently serves on the boards of Healthpeak Properties, Inc. and the Weyerhaeuser Company. She previously served on the boards of Sun Life Financial, Inc. from December 2014 to May 2021, PS Business Parks, Inc. from February 2010 to April 2019, CapitalSource Inc. from April 2004 until its acquisition in 2014, Plum Creek Timber Company, Inc. from November 2013 until its merger with Weyerhaeuser Company in February 2016 and Adamas Pharmaceuticals, Inc. from March 2014 until June 2016. Ms. Lewis also serves on the audit committee council of the Center for Audit Quality, the board of trustees and executive committee of The Brookings Institution, where she chairs the Governance Studies Council, the leadership board of the U.S. Chamber of Commerce Center for Capital Markets Competitiveness, and the advisory council for risk oversight of the National Association of Corporate Directors. She is also a former member of the Public Company Accounting Oversight Board Standing Advisory Group, where she served from January 2015 to December 2017. Ms. Lewis holds a B.S. in Finance from the University of Illinois at Urbana-Champaign.

We believe that Ms. Lewis is qualified to serve on our board of directors due to her financial background and experience on other public company boards.

Wouleta Ayele has served on our board of directors since June 2021. Since December 2005, Ms. Ayele has held several roles at Starbucks Technology Services, including Director of Retail & CRM Technology from December 2005 to August 2013, Vice President of Digital & CRM Technology from March 2013 to August 2016, Vice President of Enterprise Data & Analytics Technology from August 2016 to January 2020, and most currently Senior Vice President of Technology since February 2020. Ms. Ayele currently services on the board of the University of Washington Information School. Ms. Ayele received her B.S. in Computer Science from Cumberland University and a masters in International Finance from Mercer University.

We believe that Ms. Ayele is qualified to serve on our board of directors due to her management experience and expertise with consumer technology platforms.

Michael Strautmanis has served on our board of directors since May 2021. Since January 2016, Mr. Strautmanis has served as the Executive Vice President for Civic Engagement at the Obama Foundation. Before joining the Obama Foundation, Mr. Strautmanis served in the Obama White House from January 2009 to March 2013 as Chief of Staff to Senior Advisor Valerie Jarrett in the Office of Public Engagement and Intergovernmental Affairs. After President Obama' s first term in office, Mr. Strautmanis joined the Walt Disney Company as Vice President for Corporate Citizenship Programs from May 2013 to December 2015. Mr. Strautmanis currently serves as a trustee of the Lyric Opera of Chicago, and on the advisory boards of the Billie Jean King Leadership Institute, City Year Chicago and the Emerald South Economic Development Collaboratory. Mr. Strautmanis received his B.A. from the College of Communications at the University of Illinois and a J.D. from the University of Illinois College of Law.

We believe that Mr. Strautmanis is qualified to serve on our board of directors due to his management experience and expertise in governmental affairs.

Family Relationships

There are no family relationships among any of our executive officers or directors.

Code of Business Conduct and Ethics

Prior to the completion of this offering, our board of directors will adopt a code of business conduct and ethics that applies to all of our employees, officers and directors, including our Chief Executive Officer, Chief Financial Officer and other executive and senior officers. The full text of our code of business conduct and ethics will be posted on the investor relations page on our website. We intend to disclose any amendments to our code of business conduct and ethics, or waivers of its requirements, on our website or in filings under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

Board of Directors

We expect our board of directors will consist of eleven persons immediately prior to the consummation of this offering, ten of whom will qualify as "independent" under the listing standards of the New York Stock Exchange.

After the completion of this offering, the number of directors will be fixed by our board of directors, subject to the terms of our charter and bylaws that will become effective immediately prior to the consummation of this offering. Each of our current directors will continue to serve as a director until the election and qualification of his successor, or until his earlier death, resignation or removal.

Our directors will be divided into three classes serving staggered three-year terms. Class I, Class II and Class III directors will serve until our annual meetings of stockholders in 2022, 2023 and 2024, respectively. John Nehra, Peter Hudson and Anthony Gabriel will be assigned to Class I, Mohamad Makhzoumi, Andrew Adams, Kavita Patel and Christopher Miller will be assigned to Class II, and Joseph Mello, Sara Lewis, Michael Strautmanis and Wouleta Ayele will be assigned to Class III. At each annual meeting of stockholders held after the initial classification, directors will be elected to succeed the class of directors whose terms have expired. This classification of our board of directors could have the effect of increasing the length of time necessary to change the composition of a majority of the board of directors. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of the board of directors.

Director Independence

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning his or her background, employment and affiliations, our board of directors has determined that all of our directors, other than Christopher Miller, do not have relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the listing standards of the New York Stock Exchange. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence and eligibility to serve on the committees of our board of directors, including the transactions involving them described in the section titled "Certain Relationships and Related Party Transactions."

Committees of Our Board of Directors

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee and may have such other committees as the board of directors may establish from time to time. The composition and responsibilities of each of the committees of our board of directors are described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee

We anticipate that following completion of this offering, our audit committee will consist of Sara Lewis, Anthony Gabriel and Peter Hudson, each of whom satisfies the requirements for independence and financial

literacy under the applicable rules and regulations of the Securities and Exchange Commission, or SEC, and listing standards of the New York Stock Exchange. We anticipate that following the completion of this offering, Sara Lewis will serve as the chair of our audit committee. Ms. Lewis qualifies as an "audit committee financial expert" as defined in the rules of the SEC and satisfies the financial expertise requirements under the listing standards of the New York Stock Exchange. Following the completion of this offering, our audit committee will, among other things, be responsible for:

- selecting a qualified firm to serve as the independent registered public accounting firm to audit our financial statements;
- helping to ensure the independence and performance of the independent registered public accounting firm;
- discussing the scope and results of the audit with the independent registered public accounting firm, and reviewing, with management and the independent registered public accounting firm, our interim and year-end operating results;
- developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- reviewing our policies on risk assessment and risk management;
- reviewing related party transactions; and
- approving or, as required, pre-approving, all audit and all permissible non-audit services, other than de minimis non-audit services, to be performed by the independent registered public accounting firm.

Upon completion of this offering, our audit committee will operate under a written charter that satisfies the applicable rules and regulations of the SEC and the listing standards of the New York Stock Exchange.

Compensation Committee

We anticipate that following completion of this offering, our compensation committee will consist of John Nehra, Kavita Patel and Mohamad Makhzoumi. We anticipate that following the completion of this offering, John Nehra will serve as the chair of our compensation committee. Each member of our compensation committee is intended to meet the requirements of a "non-employee director" pursuant to Rule 16b-3 under the Exchange Act.

Following the completion of this offering, our compensation committee will, among other things, be responsible for:

- reviewing and approving the goals and objectives relating to the compensation of our executive officers, including any long-term incentive components of our compensation programs;
- evaluating the performance of our executive officers in light of the goals and objectives of our compensation programs and determining each executive officer' s compensation based on such evaluation;
- reviewing and approving, subject, if applicable, to stockholder approval, our compensation programs;
- reviewing the operation and efficacy of our executive compensation programs in light of their goals and objectives;
- reviewing and assessing risks arising from our compensation programs;
- reviewing and recommending to the board of directors the appropriate structure and amount of compensation for our directors;
- reviewing and approving, subject, if applicable, to stockholder approval, material changes in our employee benefit plans; and

establishing and periodically reviewing policies for the administration of our equity compensation plans.

Nominating and Corporate Governance Committee

We anticipate that following the completion of this offering, our nominating and corporate governance committee will consist of Joseph Mello, Michael Strautmanis, Andrew Adams and Wouleta Ayele. We anticipate that following the completion of this offering, Joseph Mello will serve as the chair of our nominating and corporate governance committee. Following the completion of this offering, our nominating and corporate governance committee will, among other things, be responsible for:

identifying, evaluating and recommending qualified nominees to serve on our board of directors;

considering and making recommendations to our board of directors regarding the composition and chairmanship of the committees of our board of directors;

developing and making recommendations to our board of directors regarding corporate governance guidelines and matters and periodically reviewing such guidelines and recommending any changes; and

overseeing annual evaluations of our board of directors' performance, including committees of our board of directors and management.

Role of Board of Directors in Risk Oversight Process

Our board of directors has responsibility for the oversight of our risk management processes and, either as a whole or through its committees, regularly discusses with management our major risk exposures, their potential impact on our business and the steps we take to manage them. The risk oversight process includes receiving regular reports from board committees and members of senior management to enable our board of directors to understand our risk identification, risk management and risk mitigation strategies with respect to areas of potential material risk, including operations, finance, legal, regulatory, cybersecurity, strategic and reputational risk.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is an officer or employee of our company, nor have they even been an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Executive Compensation

The following discussion contains forward-looking statements that are based on our current plans and expectations regarding our future compensation programs. The actual amount and form of compensation that we pay and the compensation policies and practices that we adopt in the future may differ materially from the currently-planned programs that are summarized in this discussion.

The compensation provided to our named executive officers for the fiscal year ended December 31, 2020 is detailed in the 2020 Summary Compensation Table and accompanying footnotes and narrative that follow.

Our named executive officers for the fiscal year ended December 31, 2020, which consisted of our Chief Executive Officer and our two most highly compensated executive officers other than our Chief Executive Officer, were:

Christopher T. Miller, our Chief Executive Officer;

Dr. Tobias Barker, our Chief Medical Officer; and

Neil Flanagan, our former Chief Financial Officer.

2020 Summary Compensation Table

The following table summarizes the compensation awarded to, earned by, or paid named executive officers for the fiscal year ended December 31, 2020.

Name and Principal Position	Fiscal Year	Salary ($)	Bonus ($)(1)	Stock Awards ($)(2)	Non-Equity Incentive Plan Compensation(3)	All Other Compensation ($)(4)	Total ($)
Christopher T. Miller, *Chief Executive Officer*	2020	426,923	250,000	–	300,000	7,350	984,274
Dr. Tobias Barker, *Chief Medical Officer*	2020	311,538	–	–	175,000	3,600	490,138
Neil Flanagan(5), *Former Chief Financial Officer*	2020	134,615	–	570,576	69,000	–	639,576

(1) The amount reported represents a discretionary cash bonus paid to Mr. Miller in 2020.

(2) The amounts reported represent the grant date fair value of value units of the Company granted during 2020. The grant date fair value was computed in accordance with FASB ASC Topic 718 excluding any estimates of forfeitures related to service-based vesting conditions. The grant date fair value of awards granted in 2020 reported in the table above assumes that the liquidity condition of such awards were satisfied. Note that while the grant date fair value of such awards assuming satisfaction of the liquidity condition is included in the table above, the satisfaction of the liquidity condition was not deemed probable on the date of grant. The assumptions used in calculating the grant date fair value of the awards reported in this column are set forth in the notes to our consolidated financial statements included elsewhere in this prospectus. The amounts reported in this column reflect the accounting cost for the stock awards and do not correspond to the actual value that may be recognized by holders upon the vesting or sale of the applicable awards.

(3) The amounts reported represent cash bonuses earned in 2020 and paid in March 2021 based on the achievement of one or more pre-established performance goals established by our board of directors with respect to the year ended December 31, 2020.

(4) The amounts reported for Mr. Miller and Dr. Barker represent 401(k) matching contributions and also include, for Mr. Miller, reimbursement for his annual Young Presidents' Organization membership dues in the amount of $5,750 in 2020.

(5) Mr. Flanagan commenced employment with us in August 2020. Accordingly, the amounts reported for his salary and non-equity incentive plan compensation reflect his partial year of service with us. Mr. Flanagan terminated his employment with us in May 2021.

Narrative Disclosure to Summary Compensation Table

Base Salaries

Each named executive officer' s base salary is a fixed component of annual compensation for performing specific duties and functions, and has been established by our board of directors taking into account each individual' s role, responsibilities, skills, and expertise. Base salaries are reviewed annually, typically in connection with our annual performance review process, and adjusted from time to time to realign salaries with market levels after taking into account individual responsibilities, performance and experience. Mr. Miller' s annual base salary in 2020 was $400,000 and increased to $550,000 effective November 30, 2020. The annual base salaries in 2020 for Dr. Barker and Mr. Flanagan were $300,000 and $350,000, respectively, with Mr. Flanagan' s salary pro-rated for his partial year of service.

Annual Bonuses

For the fiscal year ended December 31, 2020, each named executive officer was eligible to earn an annual cash bonus based on the achievement of corporate and individual performance goals. Mr. Miller' s target bonus for 2020 was 75% of his annual base salary, and each of Dr. Barker and Mr. Flanagan were eligible to receive a cash bonus of up to $150,000 and $175,000, respectively, with Mr. Flanagan' s bonus pro-rated for his partial year of service.

Equity Compensation

Although we do not have a formal policy with respect to the grant of equity incentive awards to our executive officers, we believe that equity grants provide our executives with a strong link to our long-term performance, create an ownership culture and help to align the interests of our executives and our stockholders. In addition, we believe that equity grants with a time-based vesting feature promote executive retention because this feature incentivizes our executive officers to remain in our employment during the vesting period. Accordingly, our board of directors periodically reviews the equity incentive compensation of our named executive officers and from time to time may grant equity incentive awards to them. In September 2020, in connection with the commencement of his employment with us, Mr. Flanagan was granted an equity award consisting of 369,444 Value A Units, 217,320 Value B Units, 378,558 Value C Units and 459,677 Value D Units, with 25% of each class of value units vesting on the first anniversary of the grant date and the remaining portion of each class of value units vesting thereafter in 36 substantially equal monthly installments, subject to Mr. Flanagan' s continued employment on each vesting date. We did not grant any equity incentives to Mr. Miller or Dr. Barker in 2020.

Employment Arrangements with our Named Executive Officers

We initially entered into employment agreement or offer letter with each of the named executive officers in connection with his employment with us, which set forth the terms and conditions of employment of each individual, including base salary, target annual bonus opportunity and standard employee benefit plan participation. In addition, each of our named executive officers has entered into our standard- non-competition, non-solicitation and confidentiality agreement.

Current Employment Agreement with Christopher T. Miller

On May 24, 2018, we entered into an employment agreement with Mr. Miller, who currently serves as our Chief Executive Officer. The employment agreement provides for Mr. Miller' s at-will employment and annual base salary, a target annual bonus, with an option to take the target annual bonus in equity in lieu of cash, an initial equity grant in the form of value units, as well as his ability to participate in our employee benefit plans generally. Mr. Miller' s employment agreement provides that if his employment is terminated by us without "cause", or by him for "good reason" (as such terms are defined in Mr. Miller' s employment agreement), subject to his execution and non-revocation of a separation agreement and release, Mr. Miller is entitled to receive (i) an amount equal to twelve (12) months of base salary plus a pro-rated portion of his target bonus for the year in which his termination occurs if the applicable target bonus metric is met as of the date of separation and (ii) an amount equal to twelve (12) months of COBRA premiums.

Current Employment Agreement with Dr. Tobias Barker

On October 18, 2018, we entered into an employment agreement with Dr. Barker, who currently serves as our Chief Medical Officer. The employment agreement provides for Dr. Barker' s at-will employment and annual base salary, an annual performance bonus, an initial equity grant in the form of value units, as well as his ability to participate in our employee benefits plans generally. Dr. Barker' s employment agreement provides that if his employment is terminated by the Company without "cause" (as defined in Dr. Barker' s employment agreement), subject to his execution and non-revocation of a separation agreement and release, Dr. Barker is entitled to receive base salary continuation for a period of three (3) months.

Current Offer Letter with Neil Flanagan

On July 17, 2020, we entered into an offer letter with Mr. Flanagan, our former Chief Financial Officer. The offer letter provides for Mr. Flanagan's at-will employment and annual base salary, an annual discretionary performance bonus, an initial equity grant in the form of value units, as well as his ability to participate in our employee benefit plans generally. Mr. Flanagan's offer letter provides that if his employment is terminated by the Company without cause, subject to his execution and non-revocation of a separation agreement and release, Mr. Flanagan is entitled to receive base salary continuation for a period of six (6) months. Mr. Flanagan terminated his employment with us in May 2021.

Treatment of Equity Interests in the Corporate Reorganization

In connection with the Corporate Reorganization, holders of outstanding value units, which are held by our directors and officers will receive a distribution of shares of our common stock and restricted common stock. The holders of the portion of the outstanding value units that have vested as of the time of the Corporate Reorganization will receive a distribution of shares of common stock and the holders of the remaining portion of unvested outstanding value units will receive a distribution of shares of restricted common stock, which restricted common stock will be treated as having been granted under our 2021 Plan. As a result, our named executive officers will receive shares of our common stock and restricted common stock in connection with the Corporate Reorganization. The shares of restricted common stock will be subject to time-based vesting conditions, in accordance with the terms and conditions of the value units in respect of which such shares were distributed, and subject to the Company's right of repurchase. See "Corporate Reorganization". The number of shares of our restricted common stock and common stock that our named executive officers will receive in connection with the Corporate Reorganization is set forth in the table below (assuming an initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus).

Name	Number of Value A Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock	Number of Value B Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock	Number of Value C Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock	Number of Value D Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock
Christopher T. Miller												
Dr. Tobias Barker												
Neil Flanagan												

Outstanding Equity Awards at 2020 Fiscal Year-End

The following table reflects information regarding outstanding equity-based awards held by our named executive officers as of December 31, 2020. It assumes the completion of the Corporate Reorganization prior to the completion of this offering and the issuance of common stock and restricted common stock as set forth above (assuming an initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus).

Name	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)(1)
Christopher T. Miller	(3)	
	(4)	
	(5)	
	(6)	
Dr. Tobias Barker	(7)	
	(8)	
	(9)	
	(10)	
Neil Flanagan(2)	(11)	
	(12)	
	(13)	
	(14)	

(1) Assumes an initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus.

(2) Mr. Flanagan terminated his employment with us in May 2021.

(3) Represents an award of shares of restricted common stock distributed in respect of Value A Units of Holdings. Fifteen percent (15%) of the Value A Units vested on August 16, 2018. The remaining Value A Units vest thereafter in forty-six (46) substantially equal monthly installments such that one-hundred (100%) shall be vested on June 16, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value A Units shall vest immediately prior to such exit event.

(4) Represents an award of shares of restricted common stock distributed in respect of Value B Units of Holdings. Fifteen percent (15%) of the Value B Units vested on August 16, 2018. The remaining Value B Units vest in forty-six (46) substantially equal monthly installments such that one-hundred (100%) shall be vested on June 16, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value B Units shall vest immediately prior to such exit event.

(5) Represents an award of shares of restricted common stock distributed in respect of Value C Units of Holdings. Fifteen percent (15%) of the Value C Units vested on August 16, 2018. The remaining Value C Units vest in forty-six (46) substantially equal monthly installments such that one-hundred (100%) shall be vested on June 16, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value C Units shall vest immediately prior to such exit event.

(6) Represents an award of shares of restricted common stock distributed in respect of Value D Units of Holdings. Fifteen percent (15%) of the Value D Units vested on August 16, 2018. The remaining Value D Units vest in forty-six (46) substantially equal monthly installments such that one-hundred (100%) shall be vested on June 16, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value D Units shall vest immediately prior to such exit event.

(7) Represents an award of shares of restricted common stock distributed in respect of Value A Units of Holdings. Twenty-five percent (25%) of the Value A Units vested on October 18, 2019. The remaining Value A Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%)

shall be vested on October 18, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value A Units shall vest immediately prior to such exit event.

(8) Represents an award of shares of restricted common stock distributed in respect of Value B Units of Holdings. Twenty-five percent (25%) of the Value B Units vest on October 18, 2019. The remaining Value B Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%) shall be vested on October 18, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value B Units shall vest immediately prior to such exit event.

(9) Represents an award of shares of restricted common stock distributed in respect of Value C Units of Holdings. Twenty-five percent (25%) of the Value C Units vest on October 18, 2019. The remaining Value C Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%) shall be vested on October 18, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value C Units shall vest immediately prior to such exit event.

10) Twenty-five percent (25%) of the Value D Units vest on October 18, 2019. The remaining Value D Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%) shall be vested on October 18, 2022. Upon an exit event, one hundred percent (100%) of the then unvested Value D Units shall vest immediately prior to such exit event.

(11) Represents an award of shares of restricted common stock distributed in respect of Value A Units of Holdings. Twenty-five percent (25%) of the Value A Units vest on September 23, 2021. The remaining Value A Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%) shall be vested on September 23, 2024. Upon an exit event, one hundred percent (100%) of the then unvested Value A Units shall vest immediately prior to such exit event.

(12) Represents an award of shares of restricted common stock distributed in respect of Value B Units of Holdings. Twenty-five percent (25%) of the Value A Units vest on September 23, 2021. The remaining Value B Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%) shall be vested on September 23, 2024. Upon an exit event, one hundred percent (100%) of the then unvested Value B Units shall vest immediately prior to such exit event.

(13) Represents an award of shares of restricted common stock distributed in respect of Value C Units of Holdings. Twenty-five percent (25%) of the Value A Units vest on September 23, 2021. The remaining Value C Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%) shall be vested on September 23, 2024. Upon an exit event, one hundred percent (100%) of the then unvested Value C Units shall vest immediately prior to such exit event.

(14) Represents an award of shares of restricted common stock distributed in respect of Value D Units of Holdings. Twenty-five percent (25%) of the Value A Units vest on September 23, 2021. The remaining Value D Units vest in thirty-six (36) substantially equal monthly installments such that one-hundred (100%) shall be vested on September 23, 2024. Upon an exit event, one hundred percent (100%) of the then unvested Value D Units shall vest immediately prior to such exit event.

Employee Benefits and Equity Compensation Plans

2021 Stock Option and Incentive Plan

In connection with this offering, in 2021, our board of directors, upon the recommendation of the compensation committee of the board of directors, adopted our 2021 Stock Option and Incentive Plan, or the 2021 Plan, which was subsequently approved by our stockholders. The 2021 Plan is expected to become effective on the date immediately prior to the date on which the registration statement of which this prospectus is part is declared effective by the SEC. The 2021 Plan will provide flexibility to our compensation committee to use various equity-based incentive awards as compensation tools to motivate our workforce.

We will initially reserve shares of our common stock, or the Initial Limit, for the issuance of awards under the 2021 Plan. The 2021 Plan provide will provide that the number of shares reserved and available for issuance under the plan will automatically increase each January 1, beginning on January 1, 2022, by four percent (4%) of the outstanding number of shares of our common stock on the immediately preceding

December 31 or such lesser number determined by our compensation committee, or the Annual Increase. This number is subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization.

The shares we issue under the 2021 Plan will be authorized but unissued shares or shares that we reacquire. The shares of common stock underlying any awards that are forfeited, cancelled, held back upon exercise or settlement of an award to satisfy the exercise price or tax withholding, reacquired by us prior to vesting, satisfied without any issuance of stock, expire or are otherwise terminated (other than by exercise) under the 2021 Plan will be added back to the shares of common stock available for issuance under the 2021 Plan.

The maximum aggregate number of shares that may be issued in the form of incentive stock options shall not exceed the Initial Limit cumulatively increased on January 1, 2022 and on each January 1 thereafter by the lesser of the Annual Increase for such year or shares of common stock.

The grant date fair value of all awards made under our 2021 Plan and all other cash compensation paid by us to any non-employee director in any calendar year for services as a non-employee director shall not exceed $750,000, provided, however, that such amount shall be $1,000,000 for the calendar year in which the non-employee director is initially elected or appointed to the board.

The 2021 Plan will be administered by our compensation committee. Our compensation committee has full power to select, from among the individuals eligible for awards, the individuals to whom awards will be granted, to make any combination of awards to participants, and to determine the specific terms and conditions of each award, subject to the provisions of the 2021 Plan. Persons eligible to participate in the 2021 Plan will be those full or part-time officers, employees, non-employee directors and other key persons (including consultants) as selected from time to time by our compensation committee in its discretion.

The 2021 Plan permits the granting of both options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Internal Revenue Code, or the Code, and options that do not so qualify. The option exercise price of each option will be determined by our compensation committee but may not be less than 100% of the fair market value of our common stock on the date of grant. The term of each option will be fixed by our compensation committee and may not exceed ten years from the date of grant. Our compensation committee will determine at what time or times each option may be exercised.

Our compensation committee may award stock appreciation rights subject to such conditions and restrictions as it may determine. Stock appreciation rights entitle the recipient to shares of common stock, or cash, equal to the value of the appreciation in our stock price over the exercise price. The exercise price of each stock appreciation right may not be less than 100% of the fair market value of the common stock on the date of grant. The term of each stock appreciation right will be fixed by our compensation committee and may not exceed ten years from the date of grant. Our compensation committee will determine at what time or times each stock appreciation right may be exercised.

Our compensation committee may award restricted shares of common stock and restricted common stock units to participants subject to such conditions and restrictions as it may determine. These conditions and restrictions may include the achievement of certain performance goals and/or continued employment or service relationship with us through a specified vesting period. Our compensation committee will also be permitted to grant shares of common stock that are free from any restrictions under the 2021 Plan. Unrestricted common stock may be granted to participants in recognition of past services or other valid consideration and may be issued in lieu of cash compensation due to such participant.

Our compensation committee may grant cash bonuses under the 2021 Plan to participants, subject to the achievement of certain performance goals.

The 2021 Plan will provide that upon the effectiveness of a “sale event,” as defined in the 2021 Plan, an acquirer or successor entity may assume, continue or substitute outstanding awards under the 2021 Plan. To the

extent that awards granted under our 2021 Plan are not assumed or continued or substituted by the successor entity, except as may be otherwise provided in the relevant award certificate, all awards with time-based vesting, conditions or restrictions will become fully vested and nonforfeitable as of the effective time of the sale event, and all awards with conditions and restrictions relating to the attainment of performance goals may become vested and nonforfeitable in connection with a sale event in the compensation committee' s discretion or to the extent specified in the relevant award certificate. Upon the effective time of the sale event, all outstanding awards granted under the 2021 Plan will terminate to the extent not assumed, continued or substituted. In the event of such termination, individuals holding options and stock appreciation rights will be permitted to exercise such options and stock appreciation rights (to the extent exercisable) within a specified period of time prior to the sale event. In addition, in connection with the termination of the 2021 Plan upon a sale event, we may make or provide for a payment, in cash or in kind, to participants holding vested and exercisable options and stock appreciation rights equal to the difference between the per share cash consideration payable to stockholders in the sale event and the exercise price of the options or stock appreciation rights and we may make or provide for a payment, in cash or in kind, to participants holding other vested awards.

Our board of directors will be permitted to amend or discontinue the 2021 Plan and our compensation committee will be permitted to amend the exercise price of options and amend or cancel outstanding awards for purposes of satisfying changes in law or any other lawful purpose but no such action may adversely affect rights under an award without the holder' s consent. Certain amendments to the 2021 Plan will require the approval of our stockholders. The administrator of the 2021 Plan is specifically authorized to exercise its discretion to reduce the exercise price of outstanding stock options and stock appreciation rights or effect the repricing of such awards through cancellation and re-grants without stockholder consent.

No awards will be granted under the 2021 Plan after the date that is 10 years from the date of stockholder approval. No awards under the 2021 Plan have been made prior to the date of this prospectus.

Employee Stock Purchase Plan

In connection with this offering, our board of directors, upon the recommendation of the compensation committee of the board of directors, or the compensation committee, is expected to adopt the 2021 Employee Stock Purchase Plan, or ESPP, which will be subsequently approved by our stockholders. The ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423(b) of the Code. The ESPP initially reserves and authorizes the issuance of up to a total of shares of common stock to participating employees. The ESPP provides that the number of shares reserved and available for issuance will automatically increase each January 1, beginning on January 1, 2022 and each January 1 thereafter through January 1, 2031, by the least of (i) one percent (1%) of the outstanding number of shares of our common stock on the immediately preceding December 31, (ii) shares or (iii) such number of shares of common stock as determined by the ESPP administrator. The number of shares reserved under the ESPP is subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization.

All employees whose customary employment is for more than 20 hours per week (or such lesser number of hours per week as the compensation committee shall determine in advance of an offering) and who have completed such period of service prior to the offering date as the compensation committee may require (but in no event will the required period of continuous employment be equal to or greater than two (2) years) are eligible to participate in the ESPP. However, any participating employee who would own 5% or more of the total combined voting power or value of all classes of stock after an option were granted under the ESPP would not be eligible to purchase shares under the ESPP.

We may make one or more offerings each year to our employees to purchase shares under the ESPP. Offerings will begin on such dates as determined by the compensation committee and, unless otherwise determined by the compensation committee, will continue for one year periods, referred to as offering periods. The compensation committee may provide for one or more purchase periods in each offering period. Each eligible employee may elect to participate in any offering by submitting an enrollment form at least 15 business days before the relevant offering date.

Each employee who is a participant in the ESPP may purchase shares of our common stock by authorizing payroll deductions of up to fifteen percent (15%) of his or her base compensation during an offering period (or such other percentage as the compensation committee may establish from time to time before an offering begins). Unless the participating employee has previously withdrawn from the offering, his or her accumulated payroll deductions will be used to purchase shares of our common stock on the last business day of the purchase period at a price equal to 85% of the fair market value of the shares of our common stock on the first business day or the last business day of the purchase period, whichever is lower (or such greater percentage as designated by the compensation committee from time to time). Under applicable tax rules, an employee may purchase no more than $25,000 worth of shares of common stock, valued at the start of the offering period, under the ESPP in any calendar year.

The accumulated payroll deductions of any employee who is not a participant on the last day of an offering period will be refunded. An employee' s rights under the ESPP terminate upon voluntary withdrawal from the plan or when the employee ceases employment with us for any reason.

Senior Executive Cash Incentive Bonus Plan

In 2021, our board of directors adopted the Senior Executive Cash Incentive Bonus Plan, or the Bonus Plan. The Bonus Plan provides for cash bonus payments based upon the attainment of performance targets established by our compensation committee. The payment targets will be related to financial and operational measures or objectives with respect to our company, or corporate performance goals, as well as individual performance objectives.

Our compensation committee may select corporate performance goals from among the following: earnings before interest, taxes, depreciation and amortization, net income (loss) (either before or after interest, taxes, depreciation and/or amortization), changes in the market price of our common stock, economic value-added, revenue, corporate revenue, acquisitions or strategic transactions, operating income (loss), cash flow (including, but not limited to, operating cash flow and free cash flow), return on capital, assets, equity, or investment, stockholder returns, return on sales, gross or net profit levels, productivity, expense, margins, operating efficiency, client satisfaction, working capital, earnings (loss) per share of stock, sales or market shares and number of clients, number of new clients or client references, research and development, billings, bookings, new bookings or renewals, operating income and/or net annual recurring revenue, any of which may be measured in absolute terms, as compared to any incremental increase, in terms of growth, or as compared to results of a peer group.

Each executive officer who is selected to participate in the Bonus Plan will have a target bonus opportunity set for each performance period. The bonus formulas will be adopted in each performance period by the compensation committee and communicated to each executive. The corporate performance goals will be measured at the end of each performance period after our financial reports have been published or such other appropriate time as the compensation committee determines. If the corporate performance goals and individual performance objectives are met, payments will be made as soon as practicable following the end of each performance period. Subject to the rights contained in any agreement between the executive officer and us, an executive officer must be employed by us on the bonus payment date to be eligible to receive a bonus payment. The Bonus Plan also permits the compensation committee to approve additional bonuses to executive officers in its sole discretion and provides the compensation committee with discretion to adjust the size of the award as it deems appropriate to account for unforeseen factors beyond management' s control that affected corporate performance.

Retirement Plans

We maintain a tax-qualified 401(k) retirement plan for eligible employees in the United States to save for retirement on a tax-advantaged basis. Under our 401(k) plan, employees may elect to defer up to 92% of their eligible plan year compensation subject to applicable annual limits set pursuant to the Internal Revenue Code. Our 401(k) plan permits participants to make both pre-tax and certain after-tax (Roth) deferral contributions. The

retirement plan is intended to qualify under Section 401(a) of the Internal Revenue Code. We may make a discretionary matching contribution equal to a uniform percentage or dollar amount of your elective deferrals each Plan Year. Each year, the Company will determine the formula for the discretionary matching contribution. In 2020, the discretionary match calculation was 50% per $1 contributed, up to 4% of Plan compensation, but not to exceed $3,600.00. Employees are 100% vested in their contributions to the 401(k) plan.

Nonqualified Deferred Compensation

Our named executive officers did not participate in, or earn any benefits under, a nonqualified deferred compensation plan sponsored by us during fiscal year 2020.

Other Benefits

Our named executive officers are eligible to participate in our employee benefit plans on the same basis as our other employees, including our health and welfare plans.

Indemnification of Officers and Directors

We have agreed to indemnify our directors and executive officers in certain circumstances. See "Certain Relationships and Related Party Transactions−Limitation of Liability and Indemnification of Officers and Directors."

DIRECTOR COMPENSATION

We did not pay any compensation or make any equity awards to any person who served as a non-employee member of our board of directors during the year ended December 31, 2020. As of December 31, 2020, Anthony Gabriel, John Nehra, and Kavita Patel each held the following number of unvested value units: 13,744 Value A Units, 8,085 Value B Units, 14,083 Value C Units, 17,101 Value D Units. Mohamad Makhzoumi, Andrew Adams, and Peter Hudson held no unvested value units or other equity awards as of December 31, 2020. Christopher Miller, our Chief Executive Officer, received no additional compensation for his service as a director. See the section titled "Executive Compensation" for more information on the compensation paid to or earned by Mr. Miller for the year ended December 31, 2020. We reimburse non-employee members of our board of directors for reasonable travel and out-of-pocket expenses incurred in attending meetings of our board of directors and committees of our board of directors.

In connection with the Corporate Reorganization, holders of outstanding value units, including our directors, will receive a distribution of shares of common stock and restricted common stock of Everside Health Group, Inc. The holders of the portion of the outstanding value units that have vested as of the time of the Corporate Reorganization will receive a distribution of shares of common stock and holders of the remaining portion of unvested outstanding value units will receive a distribution of shares of restricted common stock. As a result, we will issue shares of common stock and restricted common stock to certain of our directors in connection with the Corporate Reorganization. The shares of restricted common stock will be subject to time-based vesting conditions, in accordance with the terms and conditions of the value units from which such shares were converted, and subject to the Company' s right of repurchase. See "Corporate Reorganization." The number of shares of restricted common stock and common stock to be issued to our directors in connection with the Corporate Reorganization is set forth in the table below (assuming an initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus).

Name	Number of Value A Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock	Number of Value B Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock	Number of Value C Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock	Number of Value D Units	Number of Shares of Restricted Stock	Number of Shares of Common Stock
Anthony Gabriel												
John Nehra												
Kavita Patel												

Non-Employee Director Compensation Policy

In connection with this offering, we intend to adopt a non-employee director compensation policy that will become effective upon the date immediately preceding the date on which the registration statement of which this prospectus is a part is declared effective. The policy will be designed to enable us to attract and retain, on a long-term basis, highly qualified non-employee directors. Under the policy, each director who is not an employee will be paid cash compensation from and after the completion of this offering as set forth below:

Position	Annual Retainer
Board of Directors:	
Members	$
Audit Committee:	
Members (other than chair)	$
Retainer for chair	$
Compensation Committee:	
Members (other than chair)	$
Retainer for chair	$
Nominating and Corporate Governance Committee:	
Members (other than chair)	$
Retainer for chair	$

We will reimburse all reasonable out-of-pocket expenses incurred by non-employee directors for their attendance at meetings of our board of directors or any committee thereof.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

In addition to the director and executive compensation arrangements, including employment, termination of employment and change in control arrangements, discussed in the sections titled "Management" and "Executive Compensation," the following is a description of each transaction since January 1, 2018, and each currently proposed transaction, in which:

- we have been or are to be a participant;
- the amount involved exceeded or is expected to exceed $120,000; and
- any of our directors, executive officers or holders of more than 5% of our outstanding capital stock, or any immediate family member of, or person sharing the household with, any of these individuals or entities, had or will have a direct or indirect material interest.

NEA/Paladina Acquisition

On June 1, 2018, investment funds managed by NEA acquired, indirectly through Everside Health Holdings, LLC (f/k/a NEAPH Holdings, LLC), or Holdings, and us, all of the outstanding equity interests of DaVita DPC Holding Co., LLC (now known as Paladina DPC Holding Co., LLC) for an aggregate purchase price of approximately $60.0 million in cash. The acquisition was consummated pursuant to the terms of an Equity Purchase Agreement, dated May 24, 2018, by and among DaVita DPC Holding Co., LLC, the Company, Total Renal Care, Inc., DaVita Inc. and us. At the time of the acquisition, investment funds affiliated with NEA, together with our CEO, Chris Miller, entered into the Everside Health Holdings, LLC Limited Liability Company Agreement, or LLC Agreement, setting forth the nature of each party' s ownership interests in Holdings and governing the election of managers, rights to participate in future financings, transfers of equity interests, rights to distributions, indemnification of specified persons, voting rights and approval requirements for specified corporate actions.

In connection with the acquisition, we entered into the Management Consulting Agreement with NEA Management Company LLC to provide certain management consulting and advisory services. The Management Consulting Agreement will terminate at the closing of this offering. As agreed upon in the Management Consulting Agreement, we will reimburse NEA Management Company LLC for any reasonable travel expenses, reasonable out-of-pocket legal fees, and other reasonable out-of-pocket fees and expenses that have been incurred by NEA Management Company LLC in connection with their rendering of any services under this agreement. As amended, the Management Consulting Agreement provides for certain payments to be made to NEA Management Company LLC in connection with certain material transactions, which include certain acquisitions, mergers, divestitures, reorganizations, refinancings, recapitalizations, consolidations, asset or securities sales or other similar transactions, and in connection with our initial public offering, NEA Management Company LLC will be entitled to a fee equal to 2% of our total implied equity value at the value of our outstanding common stock immediately prior to the consummation of our initial public offering, payable in shares of our common stock. To date, NEA Management Company LLC has not received any fees under this agreement. At the closing of this offering NEA Management Company LLC will receive shares of our common stock.

Promissory Note

On August 17, 2018, Holdings entered into a Secured Promissory Note with Chris Miller, our CEO, in the amount of $350,000 for the purchase of 350,000 Common Units. As of July 2, 2021, the Secured Promissory Note has been repaid in full.

Joint Ventures

Gateway Direct Primary Care JV, LLC

On July 26, 2019, our subsidiary, Paladina DPC Holding Co., LLC, entered into the limited liability company agreement of Gateway Direct Primary Care JV, LLC, or Gateway, pursuant to which Paladina DPC Holding Co., LLC holds 55% of the membership interests and FPP, Inc. holds the remaining 45% of the membership interests. The term of this joint venture commenced upon the filing of the certificate of formation on July 26, 2019 in accordance with the Delaware Limited Liability Company Act, and will continue until termination and dissolution of Gateway upon the earliest of the members' unanimous determination to dissolve Gateway, a sale of all or substantially all of Gateway' s assets or the entry of a decree of dissolution of Gateway under applicable law. The purpose and business of Gateway is, among other things, to develop and operate new direct to employer primary care medical facilities in the City of St. Louis, St. Louis County, St. Charles County, and Jefferson County, Missouri. Concurrently with the entry into the limited liability company agreement of Gateway, our subsidiary, Everside Health, LLC, entered into a Master Services Agreement, or the Gateway Services Agreement, with Gateway, whereby Everside Health, LLC provides certain management and administrative services to Gateway in exchange for 10% of the net revenue of each facility operated by Gateway. As of December 31, 2020, Everside Health, LLC has received $1.2 million in compensation pursuant to the Gateway Services Agreement.

Integrated Direct Primary Care, LLC

On March 2, 2020, Paladina DPC Holding Co., LLC entered into the limited liability company agreement of Integrated Direct Primary Care, LLC, or Integrated, pursuant to which Paladina DPC Holding Co., LLC holds 60% of the membership interest and Catholic Health Initiatives National Services holds the remaining 40% of the membership interests. The term of this joint venture commenced upon the filing of the Articles on April 14, 2020, in accordance with the Arizona Act and will continue until termination and dissolution of Integrated upon the earliest of the members' unanimous determination to dissolve Integrated, a sale of all or substantially all of Gateway' s assets or the entry of a decree of dissolution of Integrated under applicable law. The purpose and business of Integrated is, among other things, to develop and operate new direct to employer primary care clinics and pursue other value-based care arrangements in Las Vegas, Nevada. Concurrently with the entry into the limited liability company agreement of Integrated, Everside Health, LLC entered into a Master Services Agreement, or the Integrated Services Agreement, with Integrated, whereby Everside Health, LLC provides certain management and administrative services to Integrated in exchange for 10% of the net revenue of each facility operated by Integrated. As of December 31, 2020, Everside Health, LLC has received no compensation pursuant to the Integrated Services Agreement.

Equity Financings

On June 1, 2018, Holdings entered into a Unit Purchase Agreement with New Enterprise Associates 16, LP, and certain of its affiliated investment funds, or hereinafter collectively referred to as NEA Funds, a holder of more than 5% of our outstanding capital stock, for the purchase of 70,000,000 Voting Common Units, at a purchase price of $1.00 per Voting Common Unit, for a total purchase price of $70 million.

On July 9, 2018, Holdings entered into a series of Unit Purchase Agreements to sell an aggregate of approximately $2.8 million of its Voting Common Units at a purchase price of $1.00 per Voting Common Unit, which included sales to certain of our directors and officers. The following table summarizes purchases of its Voting Common Units by our directors and officers and their affiliated entities:

Stockholder	Number of Voting Common Units	Aggregate Purchase Price
John Nehra Revocable Trust UAD 9/23/09 John M Nehra Jr. & Susan L. Nehra TTEES.	400,000	$400,000.00
Christopher Miller	150,000	$150,000.00
Kavita Patel	100,000	$100,000.00
Anthony Gabriel	75,000	$75,000.00

On August 17, 2018, Holdings entered into a Unit Purchase Agreement with Christopher Miller, our CEO, for the purchase of 350,000 Voting Common Units, at a purchase price of $1.00 per Voting Common Unit, for a total purchase price of $350,000, which amount was paid for with the promissory note described above.

On August 17, 2018, Holdings entered into a Unit Purchase Agreement to sell an aggregate of $20 million of its Voting Common Units at a purchase price of $1.00 per Voting Common Unit, with the option to require the purchasers to purchase up to an additional $145 million of its Voting Common Units, in the aggregate, at the same purchase price, or the Equity Line, in multiple closings which occurred upon the mutual consent of Holdings and the NEA Funds. The purpose of the Equity Line was to fund acquisitions and to provide capital for general corporate purposes. On December 15, 2018, Holdings sold $90 million of its Voting Common Units under the Equity Line in a subsequent closing and on October 15, 2020, Holdings sold the remaining $55 million of its Common Units under the Equity Line in a subsequent closing. The following table summarizes purchases of Voting Common Units under the Equity Line by holders of more than 5% of our outstanding capital stock and their affiliated entities:

Stockholder	Number of Voting Common Units	Aggregate Purchase Price
NEA Funds(1)	50,000,000	$50,000,000.00
Oak HC/FT Partners II, L.P.	40,000,000	$40,000,000.00
Future Fund(2)	35,000,000	$35,000,000.00
Greenspring Funds(3)	25,000,001	$25,000,001.00
Alta Partners NextGen Fund I, L.P.	15,000,000	$15,000,000.00

(1) Consists of 41,666,667 Voting Common Units purchased by New Enterprise Associates 16, LP and 8,333,333 Voting Common Units purchased by NEA 15 Opportunity Fund, LP.

(2) Purchased by The Northern Trust Company in its capacity as custodian for the Future Fund Investment Company No. 5 Pty Ltd.

(3) Consists of 15,621,759 Voting Common Units purchased by Greenspring Opportunities V, L.P., 1,387,242 Voting Common Units purchased by Greenspring Opportunities V-D, L.P., 7,507,659 Voting Common Units purchased by Greenspring Global Partners VIII-A, L.P. and 492,341 Voting Common Units purchased by Greenspring Global Partners VIII-C, L.P.

On October 26, 2020, Holdings entered into a Unit Purchase Agreement to sell an aggregate of $20.0 million of its Voting Common Units at a purchase price of $2.71 per Common Unit. The following table summarizes purchases of its Voting Common Units thereunder by holders of more than 5% of our outstanding capital stock and their affiliated entities:

Stockholder	Number of Voting Common Units	Aggregate Purchase Price
New Enterprise Associates 16, LP	3,768,548	$10,212,765.96
Oak HC/FT Partners II, L.P.	1,256,183	$3,404,255.32
Greenspring Funds(1)	785,114	$2,127,659.58
Alta Partners NextGen Fund I, L.P.	471,069	$1,276,595.74
Future Fund(2)	1,099,160	$2,978,723.40

(1) Consists of 490,595 Voting Common Units purchased by Greenspring Opportunities V, L.P., 43,283 Voting Common Units purchased by Greenspring Opportunities V-D, L.P., 15,462 Voting Common Units purchased by Greenspring Global Partners VIII-C, L.P., and 235,775 Voting Common Units purchased by Greenspring Global Partners VIII-A, L.P.

(2) Purchased by The Northern Trust Company in its capacity as custodian for the Future Fund Investment Company No. 5 Pty Ltd.

Loans to PCs

On August 1, 2018, Healthstat provided a loan of up to $750,000 to one of our Professional Entities, Healthstat Wellness, Inc., or Healthstat Wellness, to assist Healthstat Wellness in servicing its patients. Interest on all amounts outstanding under this loan shall accrue interest at an annual rate equal to 2.45%. This loan is secured by a pledge of all of Healthstat Wellness' s assets, including despite accounts, accounts, equipment, inventory, and goodwill.

Employment Agreements

We have entered into offer letters or employment agreements, as applicable, with our executive officers. For more information regarding the agreements with our named executive officers, see the section of the prospectus captioned "Executive Compensation."

Other Transactions

Everside Health Holdings, LLC

Everside Health Holdings, LLC has granted Value A Units, Value B Units, Value C Units, and Value D Units of Holdings to our executive officers and certain of our directors. See "Executive Compensation–Treatment of Equity Interests in the Corporate Reorganization" and "Management–Non-Employee Director Compensation" for a description of these units. These units will receive a distribution of our common stock or restricted common stock, as applicable, in connection with the Corporate Reorganization that will be consummated immediately prior to the consummation of this offering.

Other than as described above in "Certain Relationships and Related Party Transactions", since January 1, 2018, we have not entered into any transactions, nor are there any currently proposed transactions, between us and a related party where the amount involved exceeds, or would exceed, $120,000, and in which any related person had or will have a direct or indirect material interest. We believe the terms of the transactions described above were comparable to terms we could have obtained in arm' s-length dealings with unrelated third parties.

Registration Rights Agreement

We intend to enter into a registration rights agreement, or the Registration Rights Agreement, with certain holders of our common stock in connection with the consummation of this offering.

Limitation of Liability and Indemnification of Officers and Directors

Prior to the consummation of this offering, we expect to adopt an amended and restated certificate of incorporation, which will become effective immediately prior to the consummation of this offering, and which will contain provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by Delaware law. Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for the following:

- any breach of their duty of loyalty to our company or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the Delaware General Corporation Law is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the Delaware General Corporation Law.

In addition, immediately prior to the consummation of this offering, we expect to adopt amended and restated bylaws which will provide that we will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was one of our directors or officers or is or was serving at our request as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise. Our amended and restated bylaws are expected to provide that we may indemnify to the fullest extent permitted by law any person who is or was a party or is threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was one of our employees or agents or is or was serving at our request as an employee or agent of another corporation, partnership, joint venture, trust, or other enterprise. Our amended and restated bylaws will also provide that we must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to very limited exceptions.

Further, prior to the consummation of this offering, we expect to enter into indemnification agreements with each of our directors and executive officers that may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements will require us, among other things, to indemnify our directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements will also require us to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit, or proceeding. We believe that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

The limitation of liability and indemnification provisions that are expected to be included in our amended and restated certificate of incorporation, amended restated bylaws and indemnification agreements that we enter into with our directors and executive officers may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder' s investment may be harmed to the extent that we pay the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, we are not aware of any pending litigation or proceeding involving any person who is or was one of our directors, officers, employees or other agents or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

We have obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to us with respect to payments that may be made by us to these directors and executive officers pursuant to our indemnification obligations or otherwise as a matter of law.

Certain of our non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of our board of directors.

Policies and Procedures for Related Party Transactions

Following the consummation of this offering, the audit committee will have the primary responsibility for reviewing and approving or disapproving "related party transactions", which are transactions between us and related persons in which the aggregate amount involved exceeds or may be expected to exceed $120,000 and in which a related person has or will have a direct or indirect material interest. For purposes of this policy, a related person will be defined as a director, executive officer, nominee for director, or greater than 5% beneficial owner of our common stock, in each case since the beginning of the most recently completed year, and their immediate family members. Our audit committee charter will provide that the audit committee shall review and approve or disapprove any related party transactions. As of the date of this prospectus, we have not adopted any formal standards, policies or procedures governing the review and approval of related party transactions, but we expect that our audit committee will do so in the future.

All of the transactions described above were entered into prior to the adoption of this policy. Accordingly, each was approved by disinterested members of our board of directors after making a determination that the transaction was executed on terms no less favorable than those that could have been obtained from an unrelated third party.

CORPORATE REORGANIZATION

We currently operate as a Delaware corporation under the name Everside Health Group, Inc. Everside Health Group, Inc. directly and indirectly holds all of the equity interests in our operating subsidiaries, and is wholly-owned by Everside Health Holdings, LLC. Immediately prior to the consummation of this offering, the equity of Everside Health Group, Inc. held by Everside Health Holdings, LLC will be distributed to the members of Everside Health Holdings, LLC, which we expect will then dissolve. In this prospectus, we refer to all of the transactions related the distribution of our common stock and restricted common stock to the owners of Everside Health Holdings, LLC as the Corporate Reorganization. Following the Corporate Reorganization, we will remain a holding company and will continue to conduct our business through our operating subsidiaries.

In connection with the Corporate Reorganization, the holders of all of the outstanding equity interests in Everside Health Holdings, LLC (which are currently comprised of Common Units, Value A Units, Value B Units, Value C Units and Value D Units) will receive shares of common stock and restricted common stock of Everside Health Group, Inc. Holders of Common Units and/or vested Value A Units, Value B Units, Value C Units and Value D Units of Everside Health Holdings, LLC will receive shares of our common stock via a distribution of such shares of common stock from Everside Health Holdings, LLC. Holders of unvested outstanding Value A Units, Value B Units, Value C Units and Value D Units will receive shares of our restricted common stock with respect to such unvested value units, which restricted common stock will be treated as having been granted under our 2021 Plan. As a result, we will be treated as having granted shares of restricted common stock to current awardees under the 2021 Plan in connection with the Corporate Reorganization. The shares of restricted common stock will be subject to time-based vesting conditions, in accordance with the terms and conditions of the Value A Units, Value B Units, Value C Units and Value D Units with respect to which the shares of restricted common stock were distributed.

The purpose of the Corporate Reorganization is to reorganize our corporate structure so that we are selling the common stock of an entity that is a corporation rather than a limited liability company to the public in this offering, while simultaneously preserving the economics of the various holders' interests in Everside Health Holdings, LLC. Following the Corporate Reorganization, Everside Health Holdings, LLC will cease to hold any of our equity securities, and it is expected that Everside Health Holdings, LLC will be wound up and dissolved following this offering.

As a result of the Corporate Reorganization, Everside Health Group, Inc. will be governed by a certificate of incorporation filed with the Delaware Secretary of State and bylaws, the material provisions of which are described under the heading "Description of Capital Stock."

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our common stock as of , 2021 that, after the completion of the Corporate Reorganization, will be owned by:

- each of our named executive officers;
- each of our directors;
- all of our current directors and executive officers as a group; and
- each person known by us to be the beneficial owner of more than 5% of our common stock.

We have determined beneficial ownership in accordance with the rules of the SEC, and thus it represents sole or shared voting or investment power with respect to our securities. Unless otherwise indicated below, to our knowledge, the persons and entities named in the table have sole voting and sole investment power with respect to all shares that they beneficially own, subject to community property laws where applicable. The information does not necessarily indicate beneficial ownership for any other purpose, including for purposes of Sections 13(d) and 13(g) of the Securities Act.

We have based our calculation of the percentage of beneficial ownership prior to this offering on shares of our common stock outstanding as of , 2021. We have based our calculation of the percentage of beneficial ownership after this offering on shares of our common stock outstanding immediately after the consummation of this offering, assuming that the underwriters will not exercise their option to purchase up to an additional shares of our common stock from us. The table below does not reflect any shares of common stock that directors and executive officers may purchase in this offering through the directed share program described under "Underwriters–Directed Share Program." We have deemed shares of our common stock subject to stock options that are currently exercisable or exercisable within 60 days of , 2021 and shares of our restricted common stock that have vested or will vest within 60 days of , 2021 to be outstanding and to be beneficially owned by the person holding the stock option for the purpose of computing the percentage ownership of that person. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

For information regarding material transactions between us and certain of our stockholders, see the section titled "Certain Relationships and Related Party Transactions."

Unless otherwise indicated, the address of each beneficial owner listed in the table below is Everside Health Group, Inc., 1400 Wewatta Street, Suite 350, Denver, Colorado 80202.

	Beneficial Ownership Prior to the Offering[1]		Beneficial Ownership After the Offering[1]		Percent of Total Voting Power After the Offering
Name of Beneficial Owner	Number	Percent	Number	Percent	
Named Executive Officers and Directors:					
Christopher T. Miller[1]					
Heather Dixon[2]					
Gaurov Dayal[3]					
Tobias Barker, M.D.[4]					
Joseph Mello[5]					
Andrew Adams[6]					
Anthony Gabriel[7]					
Mohamad Makhzoumi[8]					
Peter Hudson[9]					
Kavita Patel[10]					
John Nehra[11]					
Sara Lewis[12]					
Wouleta Ayele[13]					
Michael Strautmanis[14]					
Neil Flanagan[15]					
All executive officers and directors as a group (14 persons)[16]					
5% Stockholders:					
NEA Funds [17]					
Oak HC/FT Partners II, L.P.[18]					
Future Fund[19]					
Alta Partners NextGen Fund I, L.P.[20]					
Greenspring Funds[21]					

* Represents less than one percent (1%).

(1) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(2) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(3) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(4) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(5) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(6) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(7) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(8) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(9) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(10) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(11) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

m (12) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(13) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(14) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(15) Consists of (i) shares of common stock and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: . Mr. Flanagan terminated his employment with us in May 2021.

(16) Consists of (i) shares of common stock beneficially owned by our current directors and executive officers and (ii) shares of restricted common stock subject to continued vesting as of , 2021, as follows: .

(17) Consists of (i) shares of common stock held by New Enterprise Associates 16, LP, (ii) shares of common stock held by NEA 15 Opportunity Fund, LP, (iii) shares of common stock held by NEA Ventures 2018, LP and (iv) shares of common stock issuable to NEA Management Company LLC pursuant to the Management Consulting Agreement in connection with this offering. See the section titled "Certain Relationships and Related Party Transactions– NEA/Paladina Acquisition." The principal business address of the entities identified herein is 1954 Greenspring Drive, Suite 600, Timonium, MD 21093.

(18) Consists of shares of common stock. The principal business address of Oak HC/FT Partners II, L.P. is .

(19) Consists of shares of common stock held by The Northern Trust Company in its capacity as custodian for the Future Fund Investment Company No. 5 Pty Ltd. The principal business address of the entities identified herein is .

(20) Consists of shares of common stock. The principal business address of Alta Partners NextGen Fund I, L.P. is .

(21) Consists of shares of common stock held by Greenspring Opportunities V, L.P., shares of common stock held by Greenspring Opportunities V-D, L.P., shares of common stock held by Greenspring Global Partners VIII-A, L.P. and shares of common stock held by Greenspring Global Partners VIII-C, L.P. The principal business address of the entities identified herein is .

The foregoing table assumes an offering price of $ per share of common stock, which is the midpoint of the price range set forth on the front cover of this prospectus. However, while the aggregate number of shares of common stock that will be held by existing owners will not changes as a result of the initial public offering price per share in this offering the precise number of shares of common stock allocated to specific existing owners will differ from that presented in the table above if the actual initial public offering price per share differs from this assumed price.

DESCRIPTION OF CAPITAL STOCK

General

We plan to amend and restate our certificate of incorporation, as amended and restated, or Certificate of Incorporation, and our by-laws, as amended and restated, or Bylaws, immediately prior to the consummation of this offering. Below is a summary of the material terms and provisions of our Certificate of Incorporation and our Bylaws as expected to be in effect and affecting the rights of our stockholders upon the completion of this offering, as well as relevant provisions of Delaware law affecting the rights of our stockholders. This summary does not purport to be complete and is qualified in its entirety by the provisions of our Certificate of Incorporation, our Bylaws and the Delaware General Corporation Law, or DGCL. Copies of our Certificate of Incorporation and Bylaws have been or will be filed with the SEC as exhibits to the registration statement of which this prospectus forms a part. References in this section to the "Company," "we," "us" and "our" refer to Everside Health Group, Inc. and not to any of its subsidiaries.

Immediately following the consummation of this offering, our authorized capital stock will consist of shares of capital stock, $ par value per share, of which:

shares are designated as common stock; and

shares are designated as preferred stock.

As of , 2021, there were shares of our common stock outstanding held by stockholders of record, and no shares of our preferred stock outstanding, assuming the completion of the Corporate Reorganization and the issuance by us of shares of our common stock to NEA pursuant to the Management Consulting Agreement, which will be effective immediately prior to the effectiveness of the registration statement of which this prospectus forms a part, and the effectiveness of our amended and restated certificate of incorporation upon the completion of this offering.

Common Stock

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, and any contractual limitations, the holders of our common stock are entitled to receive dividends out of funds then legally available, if any, if our board of directors, in its discretion, determines to issue dividends and then only at the times and in the amounts that our board of directors may determine.

Voting Rights

The holders of our common stock are entitled to one vote per share. Our common stock will vote as a single class on all matters relating to the election and removal of directors on our board of directors and as provided by law. Our stockholders do not have the ability to cumulate votes for the election of directors. Except in respect of matters relating to the election of directors, or as otherwise provided in our charter or required by law, all matters to be voted on by our stockholders must be approved by a majority of the shares present in person or by proxy at the meeting and entitled to vote on the subject matter. In the case of the election of directors, director candidates must be approved by a plurality of the shares present in person or by proxy at the meeting and entitled to vote on the election of directors.

No Preemptive or Similar Rights

Our common stock is not entitled to preemptive rights and is not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

If we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights and payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Fully Paid and Non-Assessable

All of the outstanding shares of our common stock are, and the shares of our common stock to be issued pursuant to this offering will be, fully paid and non-assessable.

Preferred Stock

After the completion of this offering, no shares of our preferred stock will be outstanding. Pursuant to our charter, our board of directors will have the authority, without further action by the stockholders, to issue from time to time shares of preferred stock in one or more series. Our board of directors may designate the rights, preferences, privileges and restrictions of the preferred stock, including dividend rights, conversion rights, voting rights, redemption rights, liquidation preference, sinking fund terms, and the number of shares constituting any series or the designation of any series. The issuance of preferred stock could have the effect of restricting dividends on our common stock, diluting the voting power of our common stock, impairing the liquidation rights of our common stock, or delaying, deterring or preventing a change in control. Such issuance could have the effect of decreasing the market price of our common stock. Any preferred stock so issued may rank senior to our common stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up, or both. We currently have no plans to issue any shares of preferred stock.

Options

As of , 2021, we did not have any options to purchase shares of our common stock outstanding.

Anti-Takeover Provisions in our Certificate of Incorporation and Bylaws

Certain provisions of our Certificate of Incorporation and Bylaws that will be effective as of the completion of this offering may have the effect of delaying, deferring or discouraging another person from attempting to acquire control of us. These provisions, which are summarized below, may discourage takeovers, coercive or otherwise. These provisions are also geared, in part, towards encouraging persons seeking to acquire control of us to negotiate first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Board Size; Board of Directors Vacancies; Directors Removed Only for Cause.

Classified Board. Our Certificate of Incorporation and Bylaws provide that our board of directors is classified into three classes of directors, with each class serving three-year staggered terms. A third party may be discouraged from making a tender offer or otherwise attempting to obtain control of us as it is more difficult and time-consuming for stockholders to replace a majority of the directors on a classified board of directors.

Stockholder Action; Special Meeting of Stockholders. Our amended and restated certificate of incorporation will provide that our stockholders may not take action by written consent, but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock would not be able to amend our amended and restated bylaws or remove directors without holding a meeting of our stockholders called in accordance with our amended and restated bylaws. Our amended and restated bylaws

will further provide that special meetings of our stockholders may be called only by a majority of our board of directors, the Chairperson of our board of directors, our President or our Chief Executive Officer, thus prohibiting a stockholder from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations. Our Bylaws will provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder' s notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer' s own slate of directors or otherwise attempting to obtain control of our company.

No Cumulative Voting. The DGCL provides that stockholders are not entitled to cumulate votes in the election of directors unless a corporation' s certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not provide for cumulative voting.

Directors Removed Only for Cause. Our amended and restated certificate of incorporation will provide that stockholders may remove directors only for cause.

Amendment of Charter Provisions and Bylaws. Our Bylaws may be adopted, amended, altered or repealed by either (i) a vote of a majority of the total number of directors that the company would have if there were no vacancies or (ii) in addition to any other vote otherwise required by law, the affirmative vote of the holders of at least % of the voting power of our then outstanding capital stock entitled to vote generally in the election of directors, voting together as a single class.

Any amendment of the above provisions in our Certificate of Incorporation will require approval by holders of at least % of our then outstanding common stock.

Issuance of Undesignated Preferred Stock. Our board of directors has the authority, without further action by our stockholders, to designate and issue shares of preferred stock with rights and preferences, including super voting, special approval, dividend or other rights or preferences on a discriminatory basis. The existence of authorized but unissued shares of undesignated preferred stock would enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means.

Choice of Forum

Our amended and restated bylaws that will become effective immediately prior to the consummation of this offering will provide that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for state law claims for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a breach of fiduciary duty owed by any of our directors, officers or employees to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended or restated bylaws (including the interpretation, validity or enforceability thereof), or (iv) any action asserting a claim that is governed by the internal affairs doctrine; provided, however, that the this provision shall not apply to any causes of action arising under the Securities Act or Exchange Act. In addition, our amended and restated bylaws will provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Any person or

entity purchasing or otherwise acquiring any interest in our securities shall be deemed to have notice of and consented to these forum provisions. These forum provisions may impose additional costs on stockholders, may limit our stockholders' ability to bring a claim in a forum they find favorable, and the designated courts may reach different judgments or results than other courts. In addition, there is uncertainty as to whether the federal forum provision for Securities Act claims will be enforced, which may impose additional costs on us and our stockholders.

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our common stock will be American Stock Transfer & Trust Company, LLC. The transfer agent' s address is 6201 15th Avenue, Brooklyn, New York 11219.

Limitations of Liability and Indemnification

See the section titled "Certain Relationships and Related Party Transactions−Limitation of Liability and Indemnification of Officers and Directors."

Listing

We intend to apply for listing of our common stock on the New York Stock Exchange under the symbol "EVSD."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to the completion of this offering, there has been no public market for shares of our common stock. Future sales of shares of our common stock in the public market after this offering, or the perception that these sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Following the completion of this offering, based on the number of shares of our common stock outstanding as of , 2021, and after giving effect to the Corporate Reorganization and the issuance by us of shares of our common stock to NEA pursuant to the Management Consulting Agreement, a total of shares of our common stock will be outstanding. Of these shares, all shares of our common stock sold in this offering by us will be eligible for sale in the public market without restriction under the Securities Act, except that any shares of our common stock purchased in this offering by our "affiliates," as that term is defined in Rule 144 under the Securities Act, would only be able to be sold in compliance with the conditions of Rule 144 described below.

The remaining shares of our common stock will be deemed "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities will be eligible for sale in the public market only if they are registered or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below. Subject to the lock-up agreements described below, the provisions of our Registration Rights Agreement described under the section titled "Certain Relationships and Related Party Transactions−Registration Rights," the applicable conditions of Rule 144 or Rule 701, and our insider trading policy, these restricted securities will be eligible for sale in the public market from time to time beginning 181 days after the date of this prospectus.

Lock-Up Agreements

We, our executive officers and directors and substantially all of the other holders of our common stock outstanding immediately prior to this offering have agreed or will agree to enter into lock-up agreements with the underwriters of this offering under which we and they have agreed or will agree that, subject to certain exceptions, without the prior written consent of Morgan Stanley and J.P. Morgan, we and they will not dispose of or hedge any shares or any securities convertible into or exchangeable for shares of our common stock for a period of days after the date of this prospectus. The consent of Morgan Stanley and J.P. Morgan are required to release any of the securities subject to these lock-up agreements. See the section titled "Underwriters."

Rule 144

Rule 144 generally provides that, once we have been subject to the public company reporting requirements of Section 13 or Section 15(d) of the Exchange Act for at least 90 days, a stockholder who is not deemed to have been one of our affiliates at any time during the preceding 90 days and who has beneficially owned the shares of our common stock proposed to be sold for at least six months is entitled to sell such shares in reliance upon Rule 144 without complying with the volume limitation, manner of sale or notice conditions of Rule 144. If such stockholder has beneficially owned the shares of our common stock proposed to be sold for at least one year, then such person is entitled to sell such shares in reliance upon Rule 144 without complying with any of the conditions of Rule 144.

Rule 144 also provides that a stockholder who is deemed to have been one of our affiliates at any time during the preceding 90 days and who has beneficially owned the shares of our common stock proposed to be sold for at least six months is entitled to sell such shares in reliance upon Rule 144 within any three-month period beginning 90 days after the date of this prospectus a number of shares that does not exceed the greater of:

- 1% of the number of shares of our capital stock then outstanding, which will equal shares immediately after the consummation of this offering; or

the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales of our common stock made in reliance upon Rule 144 by a stockholder who is deemed to have been one of our affiliates at any time during the preceding 90 days are also subject to the current public information, manner of sale and notice conditions of Rule 144.

Rule 701

Rule 701 generally provides that, once we have been subject to the public company reporting requirements of Section 13 or Section 15(d) of the Exchange Act for at least 90 days, a stockholder who purchased shares of our common stock pursuant to a written compensatory benefit plan or contract and who is not deemed to have been one of our affiliates at any time during the preceding 90 days may sell such shares in reliance upon Rule 144 without complying with the current public information or holding period conditions of Rule 144. Rule 701 also provides that a stockholder who purchased shares of our common stock pursuant to a written compensatory benefit plan or contract and who is deemed to have been one of our affiliates during the preceding 90 days may sell such shares under Rule 144 without complying with the holding period condition of Rule 144. However, all stockholders who purchased shares of our common stock pursuant to a written compensatory benefit plan or contract are required to wait until 90 days after the date of this prospectus before selling such shares pursuant to Rule 701.

Registration Rights

After the completion of this offering, the holders of shares of our common stock will be entitled to certain rights with respect to the registration of such shares (and any additional shares acquired by such holders in the future) under the Securities Act. The registration of these shares of our common stock under the Securities Act would result in these shares becoming eligible for sale in the public market without restriction under the Securities Act immediately upon the effectiveness of such registration, subject to the Rule 144 limitations applicable to affiliates. See the section titled "Certain Relationships and Related Party Transactions−Registration Rights" for a description of these registration rights.

Registration Statement

Upon the completion of this offering, we intend to file a registration statement on Form S-8 under the Securities Act to register all of the shares of our common stock subject to equity awards outstanding or reserved for issuance under our equity compensation plans. The shares of our common stock covered by this registration statement will be eligible for sale in the public market without restriction under the Securities Act immediately upon the effectiveness of such registration statement, subject to vesting restrictions, the conditions of Rule 144 applicable to affiliates and any lock-up agreements. See the section titled "Executive Compensation" for a description of our equity compensation plans.

Directed Share Program

At our request, the underwriters have reserved up to % of the shares for sale at the initial public offering price to our directors, officers, employees, business associates and related persons through a directed share program. The number of shares available for sale to the general public will be reduced by the number of directed shares purchased by participants in the program. Except for shares purchased through the directed share program by certain of our officers and directors who have entered into lock-up agreements, shares purchased through the directed share program will not be subject to lock-up restrictions with the underwriters. For certain officers, directors and employees purchasing shares through the directed share program, the lock-up

agreements described above with respect to the underwriting agreement shall govern with respect to their purchases. Any directed shares not purchased will be offered by the underwriters to the general public on the same basis as all other shares offered. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with the sales of the directed shares.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a summary of certain U.S. federal income tax considerations related to the purchase, ownership and disposition of our common stock issued pursuant to this offering by a non-U.S. holder (as defined below), that holds our common stock as a "capital asset" (generally property held for investment) within the meaning of Section 1221 of the Code. This summary is based on the provisions of the Internal Revenue Code of 1986, as amended, or the Code, U.S. Treasury Regulations, administrative rulings and judicial decisions, all as in effect on the date hereof, and all of which are subject to change or to differing interpretation, possibly with retroactive effect. We have not sought any ruling from the Internal Revenue Service, or the IRS, with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with such statements and conclusions.

This summary does not address all aspects of U.S. federal income taxation that may be relevant to non-U.S. holders in light of their personal circumstances. In addition, this summary does not address the Medicare tax on certain investment income, the alternative minimum tax, U.S. federal estate or gift tax laws, any state, local or non-U.S. tax laws or any tax treaties. This summary also does not address tax considerations applicable to investors that may be subject to special treatment under the U.S. federal income tax laws, such as:

banks, insurance companies or other financial institutions;

foreign trusts;

foreign estates;

tax-exempt or governmental organizations;

dealers in securities or foreign currencies;

traders in securities that use the mark-to-market method of accounting for U.S. federal income tax purposes;

partnerships (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) or other pass-through entities for U.S. federal income tax purposes or holders of interests therein;

persons deemed to sell our common stock under the constructive sale provisions of the Code;

persons that acquired our common stock through the exercise of employee stock options or otherwise as compensation or through a tax-qualified retirement plan;

certain former citizens or long-term residents of the United States;

persons that hold our common stock as part of a straddle, appreciated financial position, synthetic security, hedge, conversion transaction or other integrated investment or risk reduction transaction;

persons subject to special tax accounting rules as a result of any item of gross income with respect to our common stock being taken into account in an "applicable financial statement" (as defined in Section 451(b) of the Code); and

"controlled foreign corporations" within the meaning of Section 957 of the Code, "passive foreign investment companies" within the meaning of Section 1297 of the Code and corporations that accumulate earnings to avoid U.S. federal income tax.

PROSPECTIVE INVESTORS ARE ENCOURAGED TO CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATION, AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL, NON-U.S. OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Non-U.S. Holder Defined

For purposes of this discussion, a "non-U.S. holder" is a non-resident alien individual or a foreign corporation, as such terms are defined in the Code.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner in the partnership generally will depend upon the status of the partner, upon the activities of the partnership and upon certain determinations made at the partner level. Accordingly, we urge partners in partnerships (including entities or arrangements treated as partnerships for U.S. federal income tax purposes) considering the purchase of our common stock to consult their tax advisors regarding the U.S. federal income tax considerations of the purchase, ownership and disposition of our common stock by such partnership.

Distributions

We do not expect to pay any distributions on our common stock in the foreseeable future. However, in the event we do make distributions of cash or other property on our common stock, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed our current and accumulated earnings and profits, the distributions will be treated as a non-taxable return of capital to the extent of the non-U.S. holder' s tax basis in our common stock and thereafter as capital gain from the sale or exchange of such common stock. See " −Gain on Disposition of Our Common Stock." Subject to backup withholding requirements, the withholding requirements under FATCA (as defined below) and with respect to effectively connected dividends, each of which is discussed below, any distribution made to a non-U.S. holder on our common stock generally will be subject to U.S. withholding tax at a rate of 30% of the gross amount of the distribution unless an applicable income tax treaty provides for a lower rate or another exception applies. To receive the benefit of a reduced treaty rate, a non-U.S. holder of our common stock must provide the applicable withholding agent with an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) certifying qualification for the reduced rate. This certification must be provided to us or our paying agent prior to the payment of dividends and must be updated periodically. If the non-U.S. holder holds the stock through a financial institution or other agent acting on the non-U.S. holder' s behalf, the non-U.S. holder will be required to provide appropriate documentation to the agent, which then will be required to provide certification to us or our paying agent, either directly or through other intermediaries. Non-U.S. holders that do not timely provide the required certification, but that qualify for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. In addition, to the extent the taxes otherwise withheld on a distribution to a non-U.S. holder exceed the taxes ultimately owed by such non-U.S. holders (for example, if it later is determined that only a portion of such distribution should be treated as a dividend and a portion should have been treated as a non-taxable return of capital distribution), the non-U.S. holder may obtain a refund of such excess amounts withheld by timely filing an appropriate claim for a refund with the IRS. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty.

Dividends paid to a non-U.S. holder that are treated as effectively connected with a trade or business conducted by the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, are treated as attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder in the United States) generally will be taxed on a net income basis at the rates and in the manner generally applicable to United States persons (as defined under the Code). Such effectively connected dividends will not be subject to U.S. withholding tax if the non-U.S. holder satisfies certain certification requirements by providing the applicable withholding agent with a properly executed IRS Form W-8ECI (or other applicable or successor form) certifying eligibility for exemption. If the non-U.S. holder is a corporation for U.S. federal income tax purposes, it may also be subject to a branch profits tax (at a 30% rate or such lower rate as specified by an applicable income tax treaty) on its effectively connected earnings and profits (as adjusted for certain items), which will

include effectively connected dividends. Non-U.S. holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

Gain on Disposition of Our Common Stock

Subject to the discussions below under "−Backup Withholding and Information Reporting" and "−Additional Withholding Requirements under FATCA," a non-U.S. holder generally will not be subject to U.S. federal income or withholding tax on any gain realized upon the sale or other disposition of our common stock unless:

- the non-U.S. holder is an individual who is present in the United States for a period or periods aggregating 183 days or more during the taxable year in which the sale or disposition occurs and certain other conditions are met;
- the gain is effectively connected with a trade or business conducted by the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States); or
- our common stock constitutes a United States real property interest by reason of our status as a United States real property holding corporation, or USRPHC, for U.S. federal income tax purposes (subject to the exceptions described below).

A non-U.S. holder described in the first bullet point above will generally be subject to U.S. federal income tax at a rate of 30% (or such lower rate as specified by an applicable income tax treaty) on the amount of such gain, which generally may be offset by U.S. source capital losses; provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

A non-U.S. holder whose gain is described in the second bullet point above or, subject to the exceptions described in the next paragraph, the third bullet point above, generally will be taxed on a net income basis at the regular rates and in the manner generally applicable to United States persons (as defined under the Code) unless an applicable income tax treaty provides otherwise. If the non-U.S. holder is a corporation for U.S. federal income tax purposes whose gain is described in the second bullet point above, then such gain would also be included in its effectively connected earnings and profits (as adjusted for certain items), which may be subject to a branch profits tax (at a 30% rate or such lower rate as specified by an applicable income tax treaty).

Generally, a corporation is a USRPHC if the fair market value of its United States real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business. We believe that we currently are not a USRPHC for U.S. federal income tax purposes, and we do not expect to become a USRPHC for the foreseeable future. However, in the event that we become a USRPHC, as long as our common stock is and continues to be "regularly traded on an established securities market" (within the meaning of the U.S. Treasury Regulations), only a non-U.S. holder that actually or constructively owns, or owned at any time during the shorter of the five-year period ending on the date of the disposition or the non-U.S. holder' s holding period for the common stock, more than 5% of our common stock will be taxable on gain realized on the disposition of our common stock as a result of our status as a USRPHC. If we were to become a USRPHC and our common stock were not considered to be regularly traded on an established securities market, such holder (regardless of the percentage of stock owned) would be subject to U.S. federal income tax on a taxable disposition of our common stock (as described in the preceding paragraph), and a 15% withholding tax would apply to the gross proceeds from such disposition.

Non-U.S. holders should consult their tax advisors with respect to the application of the foregoing rules to their ownership and disposition of our common stock.

Backup Withholding and Information Reporting

Any distributions paid to a non-U.S. holder must be reported annually to the IRS and to the non-U.S. holder. Copies of these information returns may be made available to the tax authorities in the country in which the non-U.S. holder resides or is established. Payments of dividends to a non-U.S. holder generally will not be subject to backup withholding if the non-U.S. holder establishes an exemption by properly certifying its non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form).

Payments of the proceeds from a sale or other disposition by a non-U.S. holder of our common stock effected by or through a U.S. office of a broker generally will be subject to information reporting and backup withholding (at the applicable rate) unless the non-U.S. holder establishes an exemption by properly certifying its non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) and certain other conditions are met. Information reporting and backup withholding generally will not apply to any payment of the proceeds from a sale or other disposition of our common stock effected outside the United States by a non-U.S. office of a broker. However, sales or other dispositions of our common stock effected outside the United States by such a broker with substantial U.S. ownership or operations generally will result in information reporting and backup withholding unless such broker has documentary evidence in its records that the non-U.S. holder is not a United States person and certain other conditions are met, or the non-U.S. holder otherwise establishes an exemption.

Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability (if any) of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely furnished to the IRS.

Additional Withholding Requirements under FATCA

Sections 1471 through 1474 of the Code, and the U.S. Treasury Regulations and administrative guidance issued thereunder, which are commonly referred to as the Foreign Account Tax Compliance Act, or FATCA, generally impose a 30% withholding tax on any dividends paid on common stock and, subject to the proposed U.S. Treasury Regulations described below, on the gross proceeds from a disposition of common stock (if such disposition occurs after December 31, 2018), in each case if paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code) (including, in some cases, when such foreign financial institution or non-financial foreign entity is acting as an intermediary), unless (i) in the case of a foreign financial institution, such institution enters into an agreement with the U.S. government to withhold on certain payments, and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are non-U.S. entities with U.S. owners), (ii) in the case of a non-financial foreign entity, such entity certifies that it does not have any "substantial United States owners" (as defined in the Code) or provides the applicable withholding agent with a certification identifying the direct and indirect substantial United States owners of the entity (in either case, generally on an IRS Form W-8BEN-E), or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules and provides appropriate documentation (such as an IRS Form W-8BEN-E). Withholding under FATCA generally applies to payments of dividends on our common stock. While withholding under FATCA would have applied to payments of gross proceeds from a sale or other disposition of our common stock, under proposed U.S. Treasury Regulations (the preamble to which specifies that taxpayers are permitted to rely on such proposed regulations pending finalization), withholding on payments of gross proceeds is not required. Although such regulations are not final, applicable withholding agents may rely on the proposed regulations until final regulations are issued. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the U.S. governing these rules may be subject to different rules. Under certain circumstances, a holder might be eligible for refunds or credits of such taxes. Non-U.S. holders are encouraged to consult their own tax advisors regarding the effects of FATCA on an investment in our common stock.

INVESTORS CONSIDERING THE PURCHASE OF OUR COMMON STOCK ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AND THE APPLICABILITY AND EFFECT OF U.S. FEDERAL ESTATE AND GIFT TAX LAWS AND ANY STATE, LOCAL OR NON-U.S. TAX LAWS AND TAX TREATIES.

UNDERWRITERS

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares indicated below:

Name	Number of Shares
Morgan Stanley & Co. LLC	
J.P. Morgan Securities LLC	
Goldman Sachs & Co. LLC	
BofA Securities, Inc.	
William Blair & Company, L.L.C.	
Total:	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below. The offering of the shares of common stock by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The underwriters initially propose to offer part of the shares of common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial offering of the shares of common stock, the offering price and other selling terms may from time to time be varied by the representatives.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of common stock as the number listed next to the underwriter' s name in the preceding table bears to the total number of shares of common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of our common stock.

	Per Share	Total	
		No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us:	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $ million. We have agreed to reimburse the underwriters for expenses relating to clearance of this offering with the Financial Industry Regulatory Authority up to $. In addition, the underwriters have agreed to reimburse us an amount equal to $ for certain of our expenses that we have incurred in connection with this offering.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of common stock offered by them.

We intend to apply to list our common stock on New York Stock Exchange under the trading symbol "EVSD."

We and all of our directors and officers and the holders of substantially all of our outstanding securities have agreed that, without the prior written consent of Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC on behalf of the underwriters, we and they will not, and will not publicly disclose an intention to, during the period ending days after the date of this prospectus (the "restricted period"):

offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;

submit or file any registration statement with the SEC relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or

enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock;

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, we and each such person have agreed that, without the prior written consent of Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC, in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time.

In order to facilitate the offering of the common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of common stock in the open market to stabilize the price of the common stock. These activities may raise or maintain the market price of the common stock above independent market levels or prevent or retard a decline in the market price of the common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of common stock to underwriters for sale to their online brokerage account holders. internet distributions will be allocated by the representatives to underwriters that may make internet distributions on the same basis as other allocations.

Directed Share Program

At our request, the underwriters have reserved up to % of the shares of common stock to be issued by us and offered by this prospectus for sale, at the initial public offering price, to our directors, officers, employees, business associates and related persons. The number of shares of common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Except for shares purchased through the directed share program by certain of our officers and directors who have entered into lock-up agreements, shares purchased through the directed share program will not be subject to lock-up restrictions with the underwriters. Any directed shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. We have agreed to indemnify the underwriters affiliates against certain liabilities and expenses, including liabilities under the Securities Act, in connection with the sale of the shares reserved for the directed share program.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price will be our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of

the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser' s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser' s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

European Economic Area

In relation to each Member State of the European Economic Area (each a Relevant State), no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that the shares may be offered to the public in that Relevant State at any time:

(i) to any legal entity which is a qualified investor as defined under Article 2 of the Prospectus Regulation;

(ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the Prospectus Regulation), subject to obtaining the prior consent of representatives for any such offer; or

(iii) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of the shares shall require us or any of the representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to the shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

No shares have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the Shares which has been approved by the Financial Conduct Authority, except that the shares may be offered to the public in the United Kingdom at any time:

(i) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;

(ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(iii) in any other circumstances falling within Section 86 of the FSMA,

provided that no such offer of the shares shall require the Issuer or any Manager to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For the purposes of this provision, the expression an "offer to the public" in relation to the shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

Hong Kong

Shares of our common stock may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), or (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to shares of our common stock may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares of our common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the FIEL) has been made or will be made with respect to the solicitation of the application for the acquisition of the shares of common stock.

Accordingly, the shares of common stock have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

For Qualified Institutional Investors (QII)

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of common stock constitutes either a "QII only private placement" or a "QII only secondary distribution" (each as described in Paragraph 1, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of common stock. The shares of common stock may only be transferred to QIIs.

For Non-QII Investors

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of common stock constitutes either a "small number private placement" or a "small number private secondary distribution" (each as is described in Paragraph 4,

Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of common stock. The shares of common stock may only be transferred en bloc without subdivision to a single investor.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of shares of our common stock may not be circulated or distributed, nor may the shares of our common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where shares of our common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for six months after that corporation has acquired shares of our common stock under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation' s securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore, or Regulation 32.

Where shares of our common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired shares of our common stock under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Solely for purposes of the notification requirements under Section 309B(1)(c) of the Securities and Futures Act, Chapter 289 of Singapore, the shares of our common stock are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the

Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (CISA). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (DFSA). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001(Corporations Act) and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (Exempt Investors), who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Israel

In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase shares of common stock under the Israeli Securities Law, 5728−1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728−1968, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions (the Addressed Investors); or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728−1968, subject to certain conditions (the Qualified Investors). The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed Investors. The company has not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728−1968. We have not and will not distribute this prospectus or make, distribute or direct an offer to subscribe for our common stock to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728−1968. In particular, we may request, as a condition to be offered common stock, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728−1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728−1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728−1968 and the regulations promulgated thereunder in connection with the offer to be issued common stock; (iv) that the shares of common stock that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728−1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728−1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor' s name, address and passport number or Israeli identification number.

LEGAL MATTERS

Goodwin Procter LLP, Redwood City, California, which is acting as our counsel in connection with this offering, will pass upon the validity of the shares of our common stock being offered by this prospectus. The underwriters are being represented by Cooley LLP, Denver, Colorado.

EXPERTS

The consolidated financial statements of Everside Health Group, Inc. as of December 31, 2020 and 2019 and for each of the years in the two-year period then ended have been included herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Healthstat as of November 1, 2020 and for the period from January 1, 2020 through November 1, 2020 have been included herein and in the registration statement in reliance upon the report of KPMG LLP, independent auditors, upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Healthstat as of December 31, 2019 and the year then ended included in this prospectus and elsewhere in the registration statement have been so included in reliance on the report of Cherry Bekaert LLP, independent auditors, upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some of which is contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document is not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The SEC maintains an internet website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

As a result of this offering, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with this law, will file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available for inspection and copying at the SEC' s public reference facilities and the website of the SEC referred to above. We also maintain a website at www.eversidehealth.com. Upon the completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

EVERSIDE HEALTH GROUP, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in Thousands, Except Share Data)
(Unaudited)

	As of March 31, 2021	As of December 31, 2020
Assets		
Current assets:		
Cash, cash equivalents, and restricted cash	$15,093	$ 18,377
Accounts receivable, net	23,026	25,803
Prepaid expenses and other current assets	4,718	4,920
Total current assets	42,837	49,100
Noncurrent assets:		
Property and equipment, net	10,423	10,410
Goodwill	222,035	222,035
Intangible assets, net	51,143	53,018
Long-term receivables	327	360
Other noncurrent assets	290	280
Total assets	**$327,055**	**$ 335,203**
Liabilities and stockholder' s equity		
Current liabilities:		
Accounts payable	$5,375	$ 8,077
Accrued compensation	7,134	7,357
Deferred revenue	13,772	13,130
Contingent consideration	29,954	29,547
Other accrued liabilities	6,666	6,291
Short-term portion of debt	–	780
Total current liabilities	62,901	65,182
Noncurrent liabilities:		
Long-term debt	2,806	2,026
Client deposits	1,537	1,582
Deferred rent	1,750	1,681
Deferred income taxes, net	1,553	1,460
Other long-term liabilities	1,849	1,869
Total liabilities	72,396	73,800
Commitments and contingencies (Note 9)		
Stockholder' s equity:		
Common stock, $0.0001 par value, 10,000 shares authorized as of March 31, 2021 and December 31, 2020; 292 shares issued and outstanding as of March 31, 2021 and December 31, 2020.	–	–
Additional paid-in capital	294,774	294,774
Accumulated deficit	(40,242)	(33,532)
Non-controlling interest	127	161
Total stockholder' s equity	254,659	261,403
Total liabilities and stockholder' s equity	**$327,055**	**$ 335,203**

See accompanying notes to condensed consolidated financial statements

EVERSIDE HEALTH GROUP, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in Thousands, Except Share and Per Share Data)
(Unaudited)

	For the Three Months Ended March 31,	
	2021	**2020**
Revenue	$45,417	$23,028
Operating expenses:		
Cost of care	29,887	15,247
Selling, general, and administrative expenses	19,292	9,707
Depreciation and amortization	2,868	1,485
Total operating expenses	52,047	26,439
Operating loss	(6,630)	(3,411)
Nonoperating income (expense):		
Interest income	7	10
Interest expense	(23)	(88)
Total nonoperating expense	(16)	(78)
Consolidated net loss before taxes	(6,646)	(3,489)
Provision for income taxes	98	592
Consolidated net loss	(6,744)	(4,081)
Less: Net loss attributable to noncontrolling interest	(34)	(34)
Net loss attributable to Everside Health	**$ (6,710)**	**$ (4,047)**
Net loss attributable to Everside Health, per share:		
Basic and diluted	$ (22,979)	$ (19,180)
Weighted-average common units:		
Basic and diluted	292	211

See accompanying notes to condensed consolidated financial statements.

EVERSIDE HEALTH GROUP, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDER' S EQUITY
(Amounts in Thousands, Except Share Data)
(Unaudited)

	Common Stock Shares	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Non-controlling Interest	Total Equity
Balance–December 31, 2019	211	$ –	$197,074	$ (30,631)	$ 300	$166,743
Net loss	–	–	–	(4,047)	(34)	(4,081)
Balance–March 31, 2020	**211**	**$ –**	**$197,074**	**$ (34,678)**	**$ 266**	**$162,662**

	Common Stock Shares	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Non-controlling Interest	Total Equity
Balance–December 31, 2020	292	$ –	$294,774	$ (33,532)	$ 161	$261,403
Net loss	–	–	–	(6,710)	(34)	(6,744)
Balance–March 31, 2021	**292**	**$ –**	**$294,774**	**$ (40,242)**	**$ 127**	**$254,659**

See accompanying notes to condensed consolidated financial statements.

EVERSIDE HEALTH GROUP, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in Thousands)
(Unaudited)

	For the Three Months Ended March 31,	
	2021	**2020**
Cash flows from operating activities		
Net loss	$ (6,744)	$ (4,081)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation and amortization	2,868	1,485
Loss on disposal of property and equipment	9	9
Deferred taxes	93	562
Contingent consideration valuation adjustments	407	–
Changes in operating assets and liabilities that provided (used) cash:		
Accounts receivable	2,777	1,280
Prepaid expenses and other current assets	202	141
Accounts payable and accrued liabilities	(2,420)	(437)
Deferred revenue	642	788
Deferred rent	(61)	1
Other assets and liabilities	(171)	(377)
Net cash used in operating activities	**(2,398)**	**(629)**
Cash flows from investing activities		
Purchase of property and equipment	(886)	(79)
Net cash used in investing activities	**(886)**	**(79)**
Cash flows from financing activities		
Proceeds from debt	2,806	5,216
Repayments of debt	(2,806)	–
Net cash provided by financing activities	–	**5,216**
Net increase (decrease) in cash, cash equivalents, and restricted cash	(3,284)	4,508
Cash, cash equivalents, and restricted cash, beginning of period	18,377	17,402
Cash, cash equivalents, and restricted cash, end of period	**$ 15,093**	**$ 21,910**
Supplemental cash flow information		
Cash paid for interest	$ 23	$ 88

See accompanying notes to condensed consolidated financial statements.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1. NATURE OF BUSINESS

Description of Business

Everside Health Group, Inc. ("Everside" or "the Company") formerly NEAPH Acquisitionco, Inc. was formed in 2018 in the state of Delaware. The Company is a wholly-owned subsidiary of Everside Health Holdings LLC (the "Parent"). In 2018, the Company acquired Paladina DPC Holding Co., LLC ("Paladina Holding"). Paladina Holding, a wholly-owned subsidiary of the Company, is a holding company for Everside Health, LLC and all other operating entities of Everside. On December 21, 2018, Paladina Holding acquired Activate Healthcare, LLC ("Activate"). On July 26, 2019, Paladina Holding entered into a joint venture, Gateway Direct Primary Care JV, LLC ("GDPC"), of which it has a 55% controlling ownership. On March 2, 2020, Paladina Holding entered into a joint venture, Integrated Direct Primary Care, LLC ("Integrated Direct"), of which it has a 60% controlling ownership. On November 2, 2020, Paladina Holding acquired Healthstat, Inc. ("Healthstat").

Everside is engaged in the management and operation of direct primary care clinics. Everside is affiliated with several different medical professional corporations (the "PCs") that employ, or have independent contractor relationships with, certain licensed providers with the qualifications, expertise, and experience to provide medical services through the clinics.

The PCs are formed with the primary purpose to operate as a physician group practice in line with applicable state rules and regulations, including the corporate practice of medicine. Client contracts are generally held by the Company' s operating subsidiaries, except in the states that prohibit the corporate practice of medicine. In those states, our client contracts are held by the PCs. Everside and the PCs typically enter into a Professional Services Agreement ("PSA"), which requires the PCs to provide healthcare services exclusively on behalf of Everside. In conjunction with the PSA, the PCs enter into a Management Services Agreement ("MSA") with Everside, whereby Everside provides certain management services to the PCs. The Company does not own any of the PCs, rather they are owned by a sole shareholder, the Everside Chief Medical Officer. However, the PCs are consolidated by the Company. The Company files a consolidated tax return on behalf of itself and the PCs.

The Company consolidates entities in which it has a controlling financial interest based on either the variable interest model or voting interest model. The Company is required to first apply the variable interest model to determine whether the Company holds a variable interest in an entity, and if so, whether the entity is a variable interest entity, or VIE. If the Company determines it does not hold a variable interest in a VIE, it then applies the voting interest model. Under the voting interest model, consolidates an entity when it holds a majority voting interest in an entity.

An entity is considered to be a VIE if any of the following conditions exist: (a) the total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support, (b) the holders of the equity investment at risk, as a group, lack either the direct or indirect ability through voting rights or similar rights to make decisions that have a significant effect on the success of the entity or the obligation to absorb the entity' s expected losses or right to receive the entity' s expected residual returns, or (c) the voting rights of some equity investors are disproportionate to their obligation to absorb losses of the entity, their rights to receive returns from an entity, or both and substantially all of the entity' s activities either involve or are conducted on behalf of an investor with disproportionately few voting rights.

The Company consolidates all VIEs for which it is the primary beneficiary. An entity is determined to be the primary beneficiary if it holds a controlling financial interest, which is defined as having (a) the power to direct the activities of the VIE that most significantly impact the entity' s economic performance and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The Company determined that all entities subject to the consolidation guidance are VIEs for which it is the primary beneficiary. Currently, the Company has 4 PCs in its organizational structure, all of which have been determined to be VIEs.

The Company provides comprehensive primary care to employer and union clients to serve their employees and dependents. The Company strives to provide a differentiated patient experience, drive higher patient engagement, deliver improved healthcare outcomes, and, as a result, lower the total cost of care for clients.

The accompanying condensed consolidated financial statements include Everside; Paladina Health, LLC; Activate; GDPC; Healthstat; Integrated Direct and the PCs. The minority interest of 45% in GDPC and 40% in Integrated Direct have been treated as noncontrolling interests in the accompanying condensed consolidated financial statements.

COVID-19 Pandemic and CARES Act

In March 2020, the World Health Organization declared the novel strain of Coronavirus ("COVID-19") a global pandemic and recommended containment and mitigation measures worldwide. Various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that caused many people to remain at home and forced the closure of, or limitations on, certain businesses, as well as suspended elective procedures by health care facilities. While some of these restrictions have been eased across the U.S. and most states have lifted moratoriums on non-emergency procedures, some restrictions remain in place. The Company continues to monitor operations and government recommendations and has made modifications to normal operations as a result of COVID-19, including enabling operational team members to work remotely, utilizing heightened cleaning and sanitization procedures, implementing new health and safety protocols and reducing non-essential travel.

The Company has considered information available to it as of the date of issuance of these condensed consolidated financial statements and is not aware of any specific events or circumstances that would require an update to its estimates or judgments, or an adjustment to the carrying value of its assets or liabilities. The accounting estimates and other matters assessed include, but were not limited to, allowance for doubtful accounts, purchase commitments, goodwill and other long-lived assets, contingent consideration, and revenue recognition. These estimates may change as new events occur and additional information becomes available. Actual results could differ materially from these estimates.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was signed into law. The CARES Act is aimed at providing emergency assistance and health care for individuals, families, and businesses affected by the COVID-19 pandemic and generally supporting the U.S. economy. The CARES Act, among other things, includes provisions related to refundable payroll tax credits, deferment of the employer portion of social security payments, net operating loss carryback periods, modifications to the net interest deduction limitations, and technical corrections to tax depreciation methods for qualified improvement property. The Company has deferred $3.7 million related to the employer portion of social security payments as allowed under the CARES Act. The first half of the deferred amount will be paid in 2021, and is included within other accrued liabilities, and the second half will be paid in 2022, and is included within other long-term liabilities.

The COVID-19 pandemic has not had an impact on the Company' s ability to access capital or the terms available under any such credit facility.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair statement of the results for the interim periods presented have been included. Operating results for the three months ended March 31, 2021 are not necessarily indicative of the results that may be expected for any future interim period, the year ended December 31, 2021, or for any future year.

The condensed consolidated financial statements of the Company include all wholly-owned subsidiaries, the PCs, and joint ventures in which the Company has a controlling interest and is the primary beneficiary. For consolidated subsidiaries where the Company' s ownership is less than 100%, the portion of the net income or loss allocable to the noncontrolling interest is reported as net income attributable to noncontrolling interest in the condensed consolidated statements of operations.

The condensed consolidated balance sheet at December 31, 2020 has been derived from the audited financial statements at that date, but does not include all of the disclosures required by U.S. GAAP. The accompanying condensed consolidated financial statements should be read in conjunction with the Company' s audited consolidated financial statements and notes thereto for the year ended December 31, 2020.

All significant intercompany transactions and balances have been eliminated upon consolidation, including those between wholly-owned subsidiaries and the consolidated variable interest entities.

Emerging Growth Company

The Company is an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies, including extended transition periods available to private companies. The Company has elected to utilize this extended transition period and, as a result, new or revised accounting standards will be adopted based on the adoption dates required by private company accounting standards.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. These estimates are based on current facts, historical and anticipated results, trends and various other assumptions that the Company believes are reasonable under the circumstances, including assumptions as to future events. Actual results could differ from those estimates. The Company evaluates its estimates on an ongoing basis.

Significant estimates and assumptions made by management include the determination of:

revenue recognition;

the fair value of assets and liabilities associated with business combinations;

the fair value of contingent consideration;

the impairment assessment of goodwill and intangible assets;

the recoverability of long-lived assets;

stock-based compensation expense and the fair value of awards issued; and

income tax uncertainties.

Accounts Receivable

Accounts receivable, net include amounts billed for services and memberships provided to subscribing clients. The Company provides an allowance for doubtful collections that is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Accounts receivables are written off once deemed uncollectible. As of March 31, 2021 and December 31, 2020, the allowance for doubtful accounts was $0.6 million and $0.3 million, respectively.

Revenue Recognition

ASC 606, *Revenue from Contracts with Customers* ("ASC 606") requires companies to exercise more judgment and recognize revenue using a five-step process. The Company adopted ASC 606 using the modified retrospective method for all contracts effective January 1, 2019 and utilized the portfolio approach to group contracts with similar characteristics and analyzed historical cash collections trends. Under the modified retrospective method, the Company applied ASC 606 to contracts that were not complete as of January 1, 2019, prior periods were not adjusted. No cumulative effect adjustment in accumulated deficit was recorded as the adoption of ASC 606 did not materially impact the Company' s condensed consolidated financial statements or results of operations.

Under ASC 606, revenue is recognized when a customer obtains control of promised goods or services, in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements that an entity determines are within the scope of ASC 606, the Company performed the following five steps: (i) Identify the contract(s) with a customer; (ii) Identify the performance obligations in the contract; (iii) Determine the transaction price; (iv) Allocate the transaction price to the performance obligations in the contract; and (v) Recognize revenue as the entity satisfies a performance obligation.

Revenue is generated from fees paid by customers who purchase access to services for their employees or members, and their dependents. The Company typically enters into longer-term written contracts with clients for two to five years, most of which are corporate clients, school districts, unions, or government agencies. The Company has concluded that its obligation is to stand ready to provide medical services to patients over the period covered by the client contract. The membership fees the clients pay are primarily to our wholly-owned subsidiaries. These membership fees are separate from the revenue received related to service agreements with the affiliated physician entities, which are eliminated upon consolidation and discussed in Note 4. In certain situations, including as influenced by statutory regulations, the affiliated physician entities, not the wholly-owned subsidiaries, are party to client contracts resulting in membership fee revenue. As the affiliated physician entities are consolidated under the VIE guidance, this membership fee revenue is included in the Company' s consolidated results.

The Company utilizes several different pricing models, described below, despite the nature, recognition methodology and collection of the revenue being the same in each of these pricing models. As the Company continues to scale and evolve its business, these pricing models and the relative significance of each may change in future periods. We do not manage our business according to these pricing models, as these are merely different pricing mechanisms which can be used interchangeably according to each individual client situation. Furthermore, contracts, regardless of pricing structure, are offered and utilized for the same customer base and

are centrally implemented, managed and administered by a unified operations team. Financial results are not delineated by pricing model to drive decision-making or to allocate resources, and the associated fees and cash flows are not unique to the individual pricing models.

All-In, PMPM Contracts

For some of its contracts, the Company is paid a per member per month ("PMPM") rate for each eligible employee or dependent of the client (each "members"). The Company records revenue in the month for which the PMPM rate applies for each member. The PMPM rate is based on a predetermined monthly contractual rate for each member regardless of the volume of primary care services provided. The PMPM rate varies based on services provided to the client.

All-In Fixed Rate Contracts

For some of the Company' s primary care contracts, it is paid a fixed monthly rate for a set number of the clients' members. The Company records revenue in the month for which the monthly rate applies. The fixed rate is based on a predetermined monthly contractual rate regardless of the volume of primary care services provided.

Opt-In, PMPM Contracts

For some of its contracts, the Company is paid a per member per month ("PMPM") rate for each eligible employee or dependent of the client who opts to enroll, or sign up, with Company (each "members"). The Company records revenue in the month for which the PMPM rate applies for each member. The PMPM rate is based on a predetermined monthly contractual rate for each member regardless of the volume of primary care services provided. The PMPM rate varies based on services provided to the client.

Transparent Pricing Contracts

For some of its primary care contracts, the Company is paid based on a mark-up applied to the cost of primary care services provided, referred to as transparent pricing. Certain costs are charged on a line-item basis to the client and additional fees apply for management and other services the Company provides. The Company records revenue in the month the services are rendered to clients' members.

Revenue is reported at the amount that reflects the consideration the Company expects to be entitled in exchange for the provision of its primary care services to its clients. The Company' s contracts with clients have a single performance obligation that consists of a series of services for the provision of primary care services for the term of the contract. The majority of the Company' s transaction price relates specifically to its efforts to transfer the service for a distinct increment of the series and is recognized as revenue in the month in which members are entitled to primary care services.

Performance Guarantees

Related to some contracts included in the categories above, the Company agrees to certain performance guarantees, which provide the Company financial incentives to increase its accountability for the cost, quality and efficiency of the care provided to the population of members. The Company is paid the financial incentives when, for a given twelve-month measurement period, its performance on quality of care and utilization meets or exceeds the standards set by the clients as outlined in the contracts and when savings are achieved for healthcare costs associated with the population of client members. Conversely, the Company owes financial incentives to the client when the metrics are not met. The Company analyzes and reports to the client the activities during the measurement period using the agreed upon benchmarks, metrics and performance criteria to determine the appropriate payments to be made.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The Company estimates the transaction price by analyzing the activities during the relevant time period in contemplation of the agreed upon benchmarks, metrics, performance criteria, and attribution criteria based on those and any other contractually defined factors. Revenue is not recorded until the price can be estimated by the Company and to the extent that it is probable that a significant reversal will not occur once any uncertainty associated with the variable consideration is subsequently resolved.

Contract Liabilities

Payments received in advance are recorded as deferred revenue. As of March 31, 2021 and December 31, 2020, the Company' s deferred revenue related to these payments was $13.8 million and $13.1 million, respectively, and was entirely short-term and recorded in current liabilities in the accompanying condensed consolidated balance sheets. Significant changes to the deferred revenue balance during the three months ended March 31, 2021 and the year ended December 31, 2020 are as follows (in thousands):

	March 31, 2021	December 31, 2020
Beginning Balance	$13,130	$ 11,177
Prior period deferred compensation recognized in current period	(13,130)	(11,177)
Invoiced but not recognized as revenue yet	13,772	13,130
Ending Balance	$13,772	$ 13,130

Because all of its performance obligations relate to contracts with a duration of one year or less, the Company has elected to apply the optional exemption provided in ASC 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The Company makes an initial and ongoing evaluation of a client' s creditworthiness and may require payment in advance of the month of coverage. The credit risks assumed by the Company, and any billed amounts not expected to be collected for services rendered, represent bad debt expense.

Upcoming Accounting Pronouncements

As the Company is an emerging growth company under the JOBS Act, and it has elected to utilize the extended transition period related to new or revised accounting standards, the following standards will be adopted based on the adoption dates required by private company accounting standards, including the option of any extended transition periods available.

The FASB issued ASU 2016-02, *Leases*, which will supersede the current lease requirements in ASC Topic 840, *Leases* ("ASC 840"). The ASU requires lessees to recognize a right-to-use asset and related lease liability for all leases, with a limited exception for short-term leases. Leases will be classified as either finance or operating, with the classification affecting the pattern of expense recognition in the statement of operations. The reporting of lease-related expenses in the statements of operations and cash flows will be generally consistent with the current guidance. The new lease guidance will be effective fiscal years beginning after December 15, 2021 and will be applied using a modified retrospective transition method to either the beginning of the earliest period presented or the beginning of the year of adoption. The Company anticipates this guidance to have an impact on its assets and liabilities, as most of its operating lease commitments will be subject to the new standard and recognized as right-of-use assets and lease liabilities. The impact is not known or reasonably estimable at this time.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326)*, amending how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The guidance requires the application of a current expected credit loss ("CECL") model which is a new impairment model based on expected losses. Under this model, an entity recognizes an allowance for expected credit losses based on historical experience, current conditions and forecasted information rather than the current methodology of delaying recognition of credit losses until it is probable a loss has been incurred. This ASU is effective for interim and annual reporting periods beginning after December 15, 2022. The CECL model applies to trade accounts receivables. The CECL model does not have a minimum threshold for recognition of impairment losses and entities will need to measure expected credit losses on assets that have a low risk of loss. The Company is currently evaluating the potential impact of these changes on the condensed consolidated financial statements and related disclosures. This ASU applies to the Company' s trade accounts receivable.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which removes certain exceptions for recognizing deferred taxes for investments, performing intraperiod allocation and calculating income taxes in interim periods. The ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. ASU 2019-12 is effective for the Company' s annual periods beginning after December 15, 2021. Early adoption is permitted. The Company is currently evaluating the effect the adoption of ASU 2019-12 will have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles−Goodwill and Other−Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*. This standard aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The Company' s accounting for the service element of a hosting arrangement that is a service contract is not affected by the proposed amendments and will continue to be expensed as incurred in accordance with existing guidance. This standard does not expand on existing disclosure requirements except to require a description of the nature of hosting arrangements that are service contracts. This standard is effective beginning after December 15, 2020. The Company is currently evaluating the potential impact of these changes on the condensed consolidated financial statements and related disclosures.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides temporary optional guidance for a limited time to ease the potential accounting effects of transitioning away from reference rates expected to be discontinued, such as the London Interbank Offered Rate ("LIBOR"). The ASU was effective on issuance on March 12, 2020. However, as there were no modifications to the Company' s agreements that reference LIBOR during the three months ended March 31, 2021 and 2020 (see Note 7), the adoption of the ASU is not expected to have an effect on the Company' s condensed consolidated financial statements.

NOTE 3. BUSINESS COMBINATIONS

Healthstat

On November 2, 2020 ("Closing Date"), the Company acquired 100% of the outstanding equity of Healthstat pursuant to the Stock Purchase Agreement dated October 7, 2020 (the "Acquisition"). Healthstat provides health and wellness services to patients based on a holistic approach, which encompasses services such as primary and preventative care, as well as physical therapy, prescription services, and health coaching. The Acquisition will allow for continued expansion of Everside' s footprint across the U.S. The total purchase price was $121.0 million.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

In connection with the Acquisition, the Company recorded contingent consideration of $29.5 million as of the Closing Date related to a contingent consideration arrangement (the "Earnout") under the Earnout provisions of the Stock Purchase Agreement. The amount of the Earnout is based on the achievement of certain revenue metrics within one year after the first day of the first month following the Acquisition date and could range from between $0 and $33 million. The Earnout is payable if Healthstat clinic revenue is between $74.0 million and $85.0 million or greater than $85.0 million. No contingent consideration is payable if client and clinic revenue is less than $74.0 million. No contingent consideration would be required to be paid in connection with our initial public offering. The Earnout will be paid half in cash and half in common units of the Parent. Based on the valuation determined using the Monte Carlo Simulation, the fair value of the cash settled portion and the common unit settled portion of the Earnout was determined to be $14.0 million and $15.5 million, respectively. The portion expected to be settled in cash, as well as the amount to be settled in the Parent' s common units, are liability-classified. The portion to be settled in common units is based on a specific dollar amount with a variable number of common units to be issued, which dictates that it should be classified as a liability with changes in fair value recorded as profit or loss. For the three months ended March 31, 2021, the Company recognized a loss of $0.4 million within selling, general and administrative expenses as result of an increase in the fair value of the contingent consideration. The settlement of common units is to be based on a fixed common unit price while the fair value calculation takes into account the common unit price upon the valuation date. To the extent the common unit price appreciates in value, the fair value of the common unit portion of the Earnout will also increase. Separately, consideration included $22.5 million of Parent' s common units upon Closing Date.

The Company' s transaction costs in connection with the Acquisition were $1.6 million comprised of non-financing fees and expenses such as legal and accounting, which were expensed as incurred and are included in selling, general and administrative expenses within the condensed consolidated statements of operations. The Company did not incur any debt as part of the Acquisition.

The Acquisition was accounted for as a business combination in accordance with ASC Topic 805, *Business Combinations* ("ASC 805") under which the assets acquired and the liabilities assumed by the Company were recorded at their respective fair values as of the Closing Date.

The excess of the consideration over the fair value of the net tangible and intangible assets acquired has been assigned to Goodwill. The acquisition of Healthstat resulted in the recognition of $82.6 million of goodwill, which the Company believes consists primarily of synergies anticipated as a result of the acquisition, particularly as it relates to nationwide expansion. Goodwill created as a result of the acquisition is not deductible for tax purposes.

The fair value of the consideration transferred as part of the Company' s acquisition of Healthstat, the components of which, aside from cash paid, are level 3 measurements within the fair value hierarchy, is summarized as follows (in thousands):

Cash paid	$63,944
Equity consideration	22,500
Contingent consideration	29,547
Net working capital adjustment	526
Total fair value of consideration	$116,517

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The adjustments from the purchase price at the Closing Date to arrive at the total fair value of consideration are as follows (in thousands):

Purchase Price	$121,000
Closing Date fair value adjustment related to Earnout	(1,453)
Adjustments to seller' s indebtedness and working capital	(3,030)
Total fair value of consideration	$116,517

Assets acquired and liabilities assumed are recorded based on valuations derived from estimated fair value assessments and assumptions, which are primarily level 3 inputs within the fair value hierarchy. While the Company believes that its estimates and assumptions underlying the valuations are reasonable, different estimates and assumptions could result in different valuations assigned to the individual assets acquired and liabilities assumed, and the resulting amount of goodwill. The following table summarizes the acquisition date fair values of the assets acquired and liabilities assumed (in thousands):

Cash	$869
Accounts receivable	14,207
Prepaid expenses and other current assets	690
Property and equipment	699
Intangible assets	30,000
Accounts payable	(4,105)
Accrued liabilities	(6,513)
Deferred revenue	(280)
Deferred rent	(164)
Other long-term liabilities	(1,481)
Total identifiable net assets	33,922
Goodwill	82,595
Total	$116,517

The fair value of the acquired receivables was determined to be the net realizable amount of the closing date book value of $14.2 million. The intangible assets acquired are customer relationships and the fair value was estimated using an income approach. The intangible asset has an estimated useful life of 12 years.

The purchase price allocation for the Acquisition is preliminary and subject to revision as additional information about the fair values of assets and liabilities become available, primarily related to the deferred tax liability assumed in connection with the acquisition. Additional information that existed as of the acquisition date may impact the purchase price allocation, which may be adjusted during the measurement period of up to 12 months from the acquisition date.

NOTE 4. VARIABLE INTEREST ENTITIES

Using the variable interest model, the Company has concluded that the PCs meet the definition of VIEs, and that the Company is the primary beneficiary of these VIEs. The Company concluded that it is the primary beneficiary of the PCs as the management and professional services agreements provide it with (1) the power to direct nonmedical activities on which the PCs rely to operate their businesses and that most significantly impact their economic performance and (2) the obligation to absorb losses arising out of the business services that could

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

potentially be significant to the PCs. As a result, the PCs have been included in the financial statements as consolidated variable interest entities. The consolidation of the PCs for financial reporting purposes does not change the legal and contractual relationships between the Company and the PCs. The Company does not hold any ownership interest in the PCs and does not employ the physicians or other practitioners in the PCs. The Company and its wholly-owned subsidiaries do not practice medical services and are prohibited from doing so by the laws of each jurisdiction in which the Company operates.

PCs revenue consist of amounts recognized related to providing professional services to the Company' s clinics. Operating expenses consist primarily of costs of care, depreciation, and selling, general and administrative expenses. Costs of care include administrative personnel costs and patient care costs. Depreciation expense consists of the consolidated PCs' property and equipment depreciation expense. Selling, general, and administrative expenses include facilities costs, travel expenses, advertising and marketing fees, and other general and administrative costs for medical staff.

After eliminations, the consolidation of the PCs had no impact on the Company' s total assets, liabilities, and stockholder' s equity.

The creditors and beneficial interest holders of the PCs have no recourse against the assets or general credit of the Company or its subsidiaries.

NOTE 5. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill of the Company did not change for the three months ended March 31, 2021.

Intangible assets of the Company as of March 31, 2021 are summarized as follows (in thousands):

	Weighted average amortization period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortized intangible assets:				
Customer relationships	10 years	$61,285	$ 10,960	$ 50,325
Trade names	1 year	2,313	1,495	818
Total amortized intangible assets		$63,598	$ 12,455	$ 51,143

Intangible assets of the Company as of December 31, 2020 are summarized as follows (in thousands):

	Weighted average amortization period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortized intangible assets:				
Customer relationships	10 years	$61,285	$ 9,358	$ 51,927
Trade names	1 year	2,313	1,222	1,091
Total amortized intangible assets		$63,598	$ 10,580	$ 53,018

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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Amortization expense for intangible assets was $1.9 million and $1.0 million for the three months ended March 31, 2021 and 2020, respectively. Future annual amortization expense is estimated as follows (in thousands):

Year Ending	Amount
2021−remaining	$5,626
2022	6,411
2023	6,411
2024	6,411
2025	6,411
Thereafter	19,873
Total	$51,143

NOTE 6. FAIR VALUE MEASUREMENTS

Financial assets and liabilities are recorded at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The authoritative guidance establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value based upon whether such inputs are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions made by the reporting entity.

The fair value hierarchy for the inputs to valuation techniques is summarized as follows:

Level 1−Observable inputs such as quoted prices (unadjusted) for identical instruments in active markets.

Level 2−Observable inputs such as quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, or model-derived valuations whose significant inputs are observable.

Level 3−Unobservable inputs that reflect the reporting entity' s own assumptions.

Significant financial instruments not measured at fair value on a recurring basis include cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses. The condensed consolidated financial statement carrying amounts of these items approximate their fair values due to their short-term nature.

The estimated fair value of the Company' s debt is a Level 3 measurement based on the remaining discounted cash flows and approximates the carrying value based on borrowing rates available to the Company as of March 31, 2021 and December 31, 2020.

The Healthstat acquisition purchase price includes an Earnout based on the achievement of certain revenue metrics to be met within one year after the first day of the first month following the acquisition date. The Company recognized a contingent consideration liability of $29.5 million as of the Closing Date related to the Earnout at its fair value as of the acquisition date that is remeasured at each reporting period. The fair value of the contingent consideration is determined using the present value of the consideration expected to be transferred as of the measurement date. This is a Level 3 estimate as it is dependent on unobservable inputs, including management' s revenue forecasts and the value of the Company' s common units. A change in unobservable inputs could result in a significantly higher or lower fair value measurement. Changes in fair value are recorded

as selling, general and administrative expenses within the condensed consolidated statements of operations. As of March 31, 2021, the fair value of the contingent consideration increased to $30.0 million as a result of a change in the credit valuation adjustment and the shorter time to payout, partially offset by a change in forecasted revenue. See Note 3 for further discussion.

NOTE 7. LONG-TERM DEBT

During 2018, the Company entered into a credit facility with Comerica Bank. The credit facility was secured by all of the Company' s assets and is composed of three facets: a formula-based revolving line of credit to support working capital, a term loan to support capital expenditures, and a $0.1 million corporate credit card facility to support daily operations. The agreement was amended during 2019, which increased the maximum borrowing amount to $10.0 million each for both the line and the term loan. During 2020, the Company paid the entire amount due on the revolving line of credit. Interest on outstanding balances was based on the bank' s prime rate plus an applicable spread. At the conclusion of the draw period for the term loan on February 28, 2021, principal and accrued interest were due in monthly installments continuing through February 21, 2024.

On March 25, 2021, the Company amended its credit facility with Comerica Bank, which increased the maximum borrowing amount to $40.0 million structured as a line of credit. This replaced the pre-existing agreement that included the line of credit, the term loan and the credit card facility. The $2.8 million previously outstanding on the term loan was transferred into the amended credit facility. Interest on outstanding balances is based on the bank' s prime rate plus an applicable spread. The effective interest rate was 3.25% and 3.25% at March 31, 2021 and 2020. Interest expense for the three months ended March 31, 2021 and 2020 was $23.0 thousand and $0.1 million, respectively.

Under the credit facility, as amended, the Company is subject to financial covenants if the aggregate borrowings are equal to or greater than $15.0 million as of the last day of any calendar month upon which the Company is required to maintain a minimum liquidity balance.

At March 31, 2021, the Company was in compliance with its financial covenants.

As of March 31, 2021 and December 31, 2020, the Company' s long-term debt included (in thousands):

	Original Maturity Date	2021	2020
Revolving line of credit	March 25, 2023	$2,806	$−
Term loan	February 21, 2024	−	2,806
Total outstanding debt		$2,806	$2,806

The Company' s future payment obligation under its debt agreement is the current balance of $2.8 million due upon maturity in 2023.

NOTE 8. INCOME TAXES

The Company accounts for income taxes in accordance with the provisions of ASC Topic 740, *Income Taxes* ("ASC 740"), which requires that income tax accounts be computed using the asset and liability approach. Under the asset and liability approach, The Company measures deferred tax assets and liabilities based on temporary differences existing at each balance sheet date using currently enacted tax rates. The deferred tax

calculation requires the Company to make certain estimates about future operations. Deferred tax assets are reduced by a valuation allowance when the Company believes it is more likely than not that some portion or all the deferred tax assets will not be realized. The effect of a change in tax rate is recognized as income or expense in the fiscal year that includes the enactment date.

ASC 740 requires an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will be sustained upon examination. If the tax position meets the more likely than not recognition threshold, the tax effect is recognized at the largest amount of the benefit that has greater than a fifty percent likelihood of being realized upon ultimate settlement.

At March 31, 2021, and December 31, 2020, the Company has no unrecognized tax benefits. To the extent the Company prevails in matters for which a liability for an unrecognized tax benefit is established or is required to pay amounts in excess of the liability, the Company' s effective tax rate in a given financial statement period may be affected. The Company includes interest and penalties with income taxes in the accompanying condensed consolidated statement of operations. The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction and in various state jurisdictions. All of the Company' s tax years from 2018 through 2019 remain open to tax examination for both federal and state.

The provision for income taxes was $0.1 million and $0.6 million for the three months ended March 31, 2021 and 2020, respectively. The effective income tax rate was 1.5% and 17% for the three months ended March 31, 2021 and 2020, respectively. The provision for income taxes for the three months ended March 31, 2021 was primarily due to the increase of deferred tax liability associated with indefinite lived intangibles. As of March 31, 2021, the Company has provided a valuation allowance against federal and state deferred tax assets. The Company will maintain the valuation allowance against deferred tax assets until there is sufficient evidence to support a reversal. The reversal of a previously recorded valuation allowance will generally result in a benefit from income tax.

NOTE 9. COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company is obligated under operating leases primarily for clinic spaces and corporate offices, expiring at various dates through 2026. Base building rent expense under these leases was $1.2 million and $0.8 million for the three months ended March 31, 2021 and 2020, respectively.

In connection with some of the Company' s operating leases, the Company was granted lease incentives, including tenant improvement allowances. Deferred lease incentives reflected in the accompanying condensed consolidated balance sheets are amortized on a straight-line basis over the term of the leases. Deferred lease incentives totaled approximately $1.1 million and $1.1 million as of March 31, 2021 and December 31, 2020, respectively.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Future minimum annual commitments under these operating leases are as follows (in thousands):

2021–remaining	$3,192
2022	3,738
2023	3,276
2024	2,879
2025	2,412
Thereafter	850
	$16,347

Litigation

The Company and its subsidiaries may from time to time be parties to legal or regulatory proceedings, lawsuits and other claims incident to their business activities. Such matters may include, among other things, claims for medical malpractice, assertions of contract breach, claims for indemnity arising in the course of the Company' s business, regulatory investigations or enforcement proceedings, and claims by persons whose employment has been terminated. Such matters are subject to many uncertainties, and outcomes are not predictable with assurance. Consequently, management is unable to ascertain the ultimate aggregate amount of monetary liability, amounts which may be covered by insurance or recoverable from third parties, or the financial impact with respect to such matters as of March 31, 2021. However, based on management' s knowledge as of March 31, 2021, management believes that the final resolution of these matters known at such date, individually and in the aggregate, will not have a material adverse effect upon the Company' s condensed consolidated balance sheets, results of operations or cash flows.

Guarantees

The Company at times, is required by landlords to enter into guarantees upon entering into a lease. On those occasions, Paladina Holding will enter into a guarantee on behalf of the Company.

NOTE 10. EQUITY-BASED COMPENSATION

In 2018, the Parent entered into its Amended and Restated Limited Liability Company Agreement, which provided for the ability to issue value units as incentive equity awards to the Company' s employees and service providers (including directors of the Company), and established the rules and procedures for issuing such awards (the "Incentive Plan"). Awards of value units under the Incentive Plan generally vest over a four-year period, provided that the recipient continues to be employed by or provide services to the Company throughout that period. Upon vesting, the holders of value units are entitled to receive distributions from Everside Health Holdings, LLC, if and to the extent declared, provided that such distributions, in the aggregate, exceed the applicable thresholds set forth in the Everside Health Holdings, LLC Amended and Restated Limited Liability Company Agreement for the applicable class of value units. The total number of value units that are authorized for issuance under the Incentive Plan as of March 31, 2021 is 115.6 million. To date, as of March 31, 2021, awards consisting of 41.8 million value units had been granted and 5.8 million have been forfeited. Subsequent to March 31, 2021, additional awards consisting of approximately 70 million value units had been granted.

Distributions are to be allocated from the Company to value unit holders upon the occurrence of an exit event or upon designation by the board of directors. The distribution percentage for the value unit holders is calculated as a percentage determined by multiplying (i) a set percentage (based on the value units' sub-class) by (ii) a fraction, the numerator of which is the number of issued, outstanding and vested value units in the sub-class, and the denominator of which is the total number of authorized vested value units in the sub-class.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The value units are equity-classified. The grant date fair value of the awards reflecting no adjustment to the fair value for the likelihood of an exit event is $7.5 million and is estimated based on a common stock valuation analysis. This valuation analysis estimates an equity value based on the rights and preferences of the value units relative to the Parent' s common units and considers assumptions such as remaining contractual term, risk-free interest rate and inputs related to guideline companies, such as volatility and lack of marketability factors.

The Company records compensation expense for the unit awards granted based on the fair value of the unit award at the time of the grant. However, as the performance condition is not probable of being met, no equity-based compensation expense is recorded for the three months ended March 31, 2021 and 2020.

Upon an exit event, such as an initial public offering, or IPO, the compensation expense recorded in the period of IPO based on the service-vested number of awards as of March 31, 2021 would be $0.7 million. The future compensation expense for which service has not vested as of March 31, 2021 would be $6.8 million, which is expected to be recognized over a weighted average period of 3.5 years.

	Number of Units	Weighted-Average Grant Date Fair Value Per Unit
Unvested, December 31, 2020	22,652,496	$ 0.09
Granted	13,605,842	$ 0.40
Vested	–	$ –
Forfeited	(168,749)	$ 0.08
Unvested, March 31, 2021	36,089,589	$ 0.21

NOTE 11. RELATED PARTY TRANSACTIONS

During the year ended December 31, 2018, an officer of the Company purchased a membership interest with a note receivable for $0.4 million. During 2019, the individual received a retention bonus in the amount of $0.2 million, which was applied to the note receivable. The balance of the note receivable was $0.2 million at March 31, 2021 and December 31, 2020 and is reported as a contra equity amount.

The Company has a management fee arrangement with New Enterprise Associates 16, LP ("NEA"), a principal owner of 39% of total voting interests of the Company. This management fee entitles NEA to 2% of the value of our total implied equity value of all of our outstanding shares of common stock as of immediately prior to the consummation of this offering, payable in shares of the Company' s common stock.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholder and Board of Directors
Everside Health Group, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Everside Health Group, Inc. and subsidiaries (the Company) as of December 31, 2020 and 2019, the related consolidated statements of operations, stockholder' s equity, and cash flows for each of the years in the two-year period ended December 31, 2020, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company' s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company' s auditor since 2021.
Denver, Colorado
May 14, 2021

EVERSIDE HEALTH GROUP, INC.
CONSOLIDATED BALANCE SHEETS
(Amounts in Thousands, Except Share Data)

	As of December 31,	
	2020	2019
Assets		
Current assets:		
Cash, cash equivalents, and restricted cash	$18,377	$17,402
Accounts receivable, net	25,803	8,115
Prepaid expenses and other current assets	4,920	1,740
Total current assets	49,100	27,257
Noncurrent assets:		
Property and equipment, net	10,410	5,978
Goodwill	222,035	139,440
Intangible assets, net	53,018	27,433
Long-term receivables	360	365
Other noncurrent assets	280	358
Total assets	**$335,203**	**$200,831**
Liabilities and stockholder' s equity		
Current liabilities:		
Accounts payable	$8,077	$3,233
Accrued compensation	7,357	5,075
Deferred revenue	13,130	11,177
Contingent consideration	29,547	–
Other accrued liabilities	6,291	3,519
Short-term portion of debt	780	–
Total current liabilities	65,182	23,004
Noncurrent liabilities:		
Long-term debt	2,026	7,533
Client deposits	1,582	1,354
Deferred rent	1,681	1,555
Deferred income taxes, net	1,460	642
Other long-term liabilities	1,869	–
Total liabilities	73,800	34,088
Commitments and contingencies (Note 12)		
Stockholder' s equity:		
Common stock, $0.0001 par value, 10,000 shares authorized as of December 31, 2020 and 2019; 292 and 211 shares issued and outstanding as of December 31, 2020 and 2019, respectively.	–	–
Additional paid-in capital	294,774	197,074
Accumulated deficit	(33,532)	(30,631)
Non-controlling interest	161	300
Total stockholder' s equity	261,403	166,743
Total liabilities and stockholder' s equity	**$335,203**	**$200,831**

See accompanying notes to consolidated financial statements.

EVERSIDE HEALTH GROUP, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in Thousands, Except Share and Per Share Data)

	For the Years Ended December 31,	
	2020	2019
Revenue	$113,375	$80,898
Operating expenses:		
Cost of care	69,197	55,472
Selling, general, and administrative expenses	42,786	38,103
Depreciation and amortization	6,386	6,234
Total operating expenses	118,369	99,809
Operating loss	(4,994)	(18,911)
Nonoperating income (expense):		
Interest income	37	32
Interest expense	(253)	(164)
Total nonoperating expense	(216)	(132)
Consolidated net loss before taxes	(5,210)	(19,043)
Provision for (benefit from) income taxes	(2,170)	604
Consolidated net loss	(3,040)	(19,647)
Less: Net loss attributable to noncontrolling interest	(139)	(60)
Net loss attributable to Everside Health	**$(2,901)**	**$(19,587)**
Net loss attributable to Everside Health, per share:		
Basic and diluted	$(12,951)	$(92,829)
Weighted-average common units:		
Basic and diluted	224	211

See accompanying notes to consolidated financial statements.

EVERSIDE HEALTH GROUP, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDER' S EQUITY
(Amounts in Thousands, Except Share Data)

	Common Stock Shares	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Non-controlling Interest	Total Equity
Balance–December 31, 2018	211	$ –	$196,028	$ (11,044)	$ –	$184,984
Net loss	–	–	–	(19,587)	(60)	(19,647)
Contributed capital	–	–	1,246	–	–	1,246
Contributed capital joint venture	–	–	–	–	360	360
Related party member note receivable (see Note 14)	–	–	(350)	–	–	(350)
Payment on related party member note receivable	–	–	150	–	–	150
Balance–December 31, 2019	211	–	197,074	(30,631)	300	166,743
Net loss	–	–	–	(2,901)	(139)	(3,040)
Contributed capital	61	–	75,200	–	–	75,200
Equity consideration (see Note 3)	20	–	22,500	–	–	22,500
Balance–December 31, 2020	**292**	**$ –**	**$294,774**	**$ (33,532)**	**$ 161**	**$261,403**

See accompanying notes to consolidated financial statements.

EVERSIDE HEALTH GROUP, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in Thousands)

	For the Years Ended December 31,	
	2020	2019
Cash flows from operating activities		
Net loss	$(3,040)	$(19,647)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation and amortization	6,386	6,234
Loss on disposal of property and equipment	60	46
Net purchase price adjustments to goodwill	–	495
Payment on note receivable with retention bonus	–	150
Membership interests issued with retention bonuses	–	182
Deferred taxes	(2,207)	1,066
Changes in operating assets and liabilities that provided (used) cash:		
Accounts receivable	(3,481)	(1,237)
Prepaid expenses and other current assets	(2,491)	356
Accounts payable and accrued liabilities	1,662	2,077
Deferred revenue	1,897	2,097
Deferred rent	78	1,129
Other assets and liabilities	154	(221)
Net cash used in operating activities	**(982)**	**(7,273)**
Cash flows from investing activities		
Purchase of property and equipment	(5,446)	(4,469)
Cash paid in acquisition of Healthstat, net of cash acquired	(63,075)	–
Net cash used in investing activities	**(68,521)**	**(4,469)**
Cash flows from financing activities		
Proceeds from debt	5,278	5,533
Repayments of debt	(10,000)	–
Contributed capital	75,200	1,074
Net cash provided by financing activities	**70,478**	**6,607**
Net increase (decrease) in cash, cash equivalents, and restricted cash	975	(5,135)
Cash, cash equivalents, and restricted cash, beginning of period	17,402	22,537
Cash, cash equivalents, and restricted cash, end of period	**$18,377**	**$17,402**
Supplemental cash flow information		
Cash paid for interest	$253	$164
Significant noncash transactions		
Related party membership interests issued for a note receivable (see Note 14)	$–	$350
Contingent consideration (see Note 3)	$29,547	$–
Equity consideration (see Note 3)	$22,500	$–

See accompanying notes to consolidated financial statements.

EVERSIDE HEALTH GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
($ in thousands, except for shares, units and per share data)

Note 1. Nature of Business

Description of Business

Everside Health Group, Inc. ("Everside" or "the Company") formerly NEAPH Acquisitionco, Inc. was formed in 2018 in the state of Delaware. The Company is a wholly-owned subsidiary of Everside Health Holdings LLC (the "Parent"). In 2018, the Company acquired Paladina DPC Holding Co., LLC ("Paladina Holding"). Paladina Holding, a wholly-owned subsidiary of the Company, is a holding company for Everside Health, LLC and all other operating entities of Everside. On December 21, 2018, Paladina Holding acquired Activate, LLC ("Activate"). On July 26, 2019, Paladina Holding entered into a joint venture, Gateway Direct Primary Care JV, LLC ("GDPC"), of which it has a 55% controlling ownership. On March 2, 2020, Paladina Holding entered into a joint venture, Integrated Direct Primary Care, LLC ("Integrated Direct"), of which it has a 60% controlling ownership. On November 2, 2020, Paladina Holding acquired Healthstat, Inc. ("Healthstat").

Everside is engaged in the management and operation of direct primary care clinics. Everside is affiliated with several different medical professional corporations (the "PCs") that employ, or have independent contractor relationships with, certain licensed providers with the qualifications, expertise, and experience to provide medical services through the clinics.

The PCs are formed with the primary purpose to operate as a physician group practice in line with applicable state rules and regulations, including the corporate practice of medicine. Client contracts are generally held by the Company' s operating subsidiaries, except in the states that prohibit the corporate practice of medicine. In those states, our client contracts are held by the PCs. Everside and the PCs typically enter into a Professional Services Agreement ("PSA"), which requires the PCs to provide healthcare services exclusively on behalf of Everside. In conjunction with the PSA, the PCs enter into a Management Services Agreement ("MSA") with Everside, whereby Everside provides certain management services to the PCs. The Company does not own any of the PCs, rather they are owned by a sole shareholder, the Everside Chief Medical Officer. However, the PCs are consolidated by the Company. The Company files a consolidated tax return on behalf of itself and the PCs.

We determined that all entities subject to the consolidation guidance are VIEs for which we are the primary beneficiary. Currently, we have 4 PCs in our organizational structure, all of which have been determined to be VIEs. Please refer to Note 2 for further discussion around consolidation and variable interest entities.

The Company provides comprehensive primary care to employer and union clients to serve their employees and dependents. The Company strives to provide a differentiated patient experience, drive higher patient engagement, deliver improved healthcare outcomes, and, as a result, lower the total cost of care for clients.

The accompanying consolidated financial statements include Everside; Paladina Health, LLC; Activate; GDPC; Healthstat; Integrated Direct and the PCs. The minority interest of 45% in GDPC and 40% in Integrated Direct have been treated as noncontrolling interests in the accompanying consolidated financial statements.

COVID-19 Pandemic and CARES Act

In March 2020, the World Health Organization declared the novel strain of Coronavirus ("COVID-19") a global pandemic and recommended containment and mitigation measures worldwide. Various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that caused many people to remain at home and forced the closure of, or limitations on, certain businesses, as well as suspended

elective procedures by healthcare facilities. While some of these restrictions have been eased across the U.S. and most states have lifted moratoriums on non-emergency procedures, some restrictions remain in place. The Company continues to monitor operations and government recommendations and has made modifications to normal operations as a result of COVID-19, including enabling operational team members to work remotely, utilizing heightened cleaning and sanitization procedures, implementing new health and safety protocols and reducing non-essential travel.

The Company has considered information available to it as of the date of issuance of these consolidated financial statements and is not aware of any specific events or circumstances that would require an update to its estimates or judgments, or an adjustment to the carrying value of its assets or liabilities. The accounting estimates and other matters assessed include, but were not limited to, allowance for doubtful accounts, purchase commitments, goodwill and other long-lived assets, contingent consideration, and revenue recognition. These estimates may change as new events occur and additional information becomes available. Actual results could differ materially from these estimates.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) was signed into law. The CARES Act is aimed at providing emergency assistance and healthcare for individuals, families, and businesses affected by the COVID-19 pandemic and generally supporting the U.S. economy. The CARES Act, among other things, includes provisions related to refundable payroll tax credits, deferment of the employer portion of social security payments, net operating loss carryback periods, modifications to the net interest deduction limitations, and technical corrections to tax depreciation methods for qualified improvement property. The Company has deferred $3.7 million related to the employer portion of social security payments as allowed under the CARES Act. The first half of the deferred amount will be paid in 2021, and is included within other accrued liabilities, and the second half will be paid in 2022, and is included within other long-term liabilities.

The COVID-19 pandemic has not had an impact on the Company’ s ability to access capital or the terms available under any such credit facility.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements of the Company have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) as contained within the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) and the rules and regulations of the Security Exchange Commission (“SEC”). The consolidated financial statements of the Company include all wholly-owned subsidiaries, the PCs, and joint ventures in which the Company has a controlling interest and is the primary beneficiary. For consolidated subsidiaries where the Company’ s ownership is less than 100%, the portion of the net income or loss allocable to the noncontrolling interest is reported as net income attributable to noncontrolling interest in the consolidated statements of operations.

All significant intercompany transactions and balances have been eliminated upon consolidation, including those between wholly-owned subsidiaries and the consolidated variable interest entities.

Emerging Growth Company

The Company is an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 (“JOBS Act”). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards

apply to private companies, including extended transition periods available to private companies. The Company has elected to utilize this extended transition period and, as a result, new or revised accounting standards will be adopted based on the adoption dates required by private company accounting standards.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. These estimates are based on current facts, historical and anticipated results, trends and various other assumptions that the Company believes are reasonable under the circumstances, including assumptions as to future events. Actual results could differ from those estimates. The Company evaluates its estimates on an ongoing basis.

Significant estimates and assumptions made by management include the determination of:

revenue recognition;

the fair value of assets and liabilities associated with business combinations;

the fair value of contingent consideration;

the impairment assessment of goodwill and intangible assets;

the recoverability of long-lived assets;

stock-based compensation expense and the fair value of awards issued; and

income tax uncertainties.

Consolidation and Variable Interest Entities

The Company consolidates entities in which it has a controlling financial interest based on either the variable interest model or voting interest model. The Company is required to first apply the variable interest model to determine whether it holds a variable interest in an entity, and if so, whether the entity is a variable interest entity ("VIE"). If the Company determines it does not hold a variable interest in a VIE, it then applies the voting interest model. Under the voting interest model, the Company consolidates an entity when it holds a majority voting interest in an entity.

An entity is considered to be a VIE if any of the following conditions exist: (a) the total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support, (b) the holders of the equity investment at risk, as a group, lack either the direct or indirect ability through voting rights or similar rights to make decisions that have a significant effect on the success of the entity or the obligation to absorb the entity' s expected losses or right to receive the entity' s expected residual returns, or (c) the voting rights of some equity investors are disproportionate to their obligation to absorb losses of the entity, their rights to receive returns from an entity, or both and substantially all of the entity' s activities either involve or are conducted on behalf of an investor with disproportionately few voting rights.

The Company consolidates all VIEs for which it is the primary beneficiary. An entity is determined to be the primary beneficiary if it holds a controlling financial interest, which is defined as having (a) the power to direct the activities of the VIE that most significantly impact the entity' s economic performance and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE.

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As of December 31, 2020 and 2019, the Company determined that all entities subject to the consolidation guidance are VIEs for which the Company is the primary beneficiary.

The Company determines whether it is the primary beneficiary of a VIE at the time it becomes involved with a VIE and management performs ongoing reassessments of whether changes in the facts and circumstances regarding the Company' s involvement with a VIE will cause the consolidation conclusion to change. In evaluating whether the Company is the primary beneficiary, the Company evaluates its direct and indirect economic interests in the entity.

The Company consolidates Paladina Health, LLC; Activate; GDPC; Healthstat; and Integrated Direct under the voting interest model as the Company holds a majority voting interest in each entity. The minority interest of 45% in GDPC and 40% in Integrated Direct have been treated as noncontrolling interests in the accompanying financial statements.

Cash, Cash Equivalents, and Restricted Cash

The Company considers all short-term, highly liquid investments purchased with an original maturity of three months or less at the date of purchase to be cash equivalents. Cash deposits are all in financial institutions in the United States. Cash and cash equivalents consisted of cash on deposit and investments in money market funds.

The following table presents the Company' s cash, cash equivalents, and restricted cash reported within the consolidated balance sheets as of December 31, 2020 and 2019 (in thousands):

	2020	2019
Cash and cash equivalents	$18,372	$17,402
Restricted cash	5	–
Total cash, cash equivalents and restricted cash	$18,377	$17,402

Concentrations of credit risk and other risks and uncertainties

Financial instruments that potentially subject the Company to concentration of credit risk are primarily included within accounts receivable, net. The Company' s concentration of credit risk is limited by the diversity, geography and number of patients and clients. In addition, the Company has cash held by financial institutions that may exceed federally insured limits.

Significant customers are those that individually represent 10% or more of the Company' s total revenue for each year presented on the statements of operations or those that individually represent 10% or more of the Company' s accounts receivable, net balance within the consolidated balance sheets. The Company did not have any individually significant customers as of or for the years ended December 31, 2020 and 2019.

Accounts Receivable

Accounts receivable, net include amounts billed for services and memberships provided to subscribing clients. The Company provides an allowance for doubtful collections that is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Accounts receivables are written off once deemed uncollectible. As of December 31, 2020 and 2019, the allowance for doubtful accounts was $0.3 million and $0.1 million, respectively.

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Prepaid expenses and other current assets

Prepaid expenses and other current assets consist of prepaid insurance, prepaid IT services, prepaid rent, commissions, and other. Any expenses paid prior to the related services rendered are recorded as prepaid expenses.

Property and Equipment

Property and equipment are recorded at cost. Assets are depreciated on a straight-line basis over their estimated useful lives ranging from three to seven years, or dependent on the corresponding lease term for leasehold improvements. The cost of leasehold improvements is capitalized and depreciated (or amortized) over the lesser of the length of the related lease or the estimated useful lives of the assets. Costs of maintenance and repairs are expensed as incurred. Upon retirement or sale, the cost and the related accumulated depreciation are removed from the consolidated balance sheets with any resulting gain or loss recorded in the consolidated statements of operations.

Estimated useful lives of property and equipment are as follows:

Machinery and equipment	7 years
Furniture and fixtures	7 years
Computer equipment	5 years
Software	3 years
Leasehold improvements	Lesser of lease term or useful life of asset

Internal Use Software

The Company capitalizes costs associated with the acquisition or development of major software for internal use in property and equipment within the consolidated balance sheet. The Company capitalizes the costs incurred during the application development stage, which generally include personnel and related costs to design the software configuration and interfaces, coding, installation, and testing. The Company begins capitalization of qualifying costs when the preliminary project stage is completed. Costs incurred during the preliminary project stage along with post implementation stages of internal-use computer software are expensed as incurred. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Capitalized development costs are classified as property and equipment, net within the consolidated balance sheets and are amortized over the estimated useful life of the software, which is generally three years.

Goodwill and Other Intangible Assets

Goodwill represents the excess of consideration paid over the fair value of net assets acquired through business acquisitions. Intangible assets consist of customer relationships and trade names acquired through business acquisitions.

Goodwill is not amortized, but is tested for impairment at least annually (October 1st), or more frequently if triggering events occur or other impairment indicators arise which might impair recoverability. These triggering events or circumstances include a significant change in the business climate, legal factors, operating performance indicators, competition, sale, disposition of a significant portion of the business, or other factors.

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ASC 350, *Intangibles–Goodwill and Other ("ASC 350")*, allows entities to first use a qualitative approach to test goodwill for impairment. If, after assessing qualitative factors, the Company believes that it is more likely than not that the fair value of the reporting unit is less than its carrying value, the Company performs a quantitative test. The Company performs the quantitative goodwill impairment test by comparing the fair value of the reporting unit, which the Company primarily determines using an income approach based on the present value of discounted cash flows, to the respective carrying value, which includes goodwill. If the carrying value, including goodwill, exceeds the reporting unit' s fair value, the Company recognizes an impairment loss for the amount by which the carrying amount exceeds the reporting unit' s fair value. There were no goodwill impairments recorded during the years ended December 31, 2020 and 2019.

Intangible assets subject to amortization include customer relationships and trade names acquired as part of business combinations. The Company' s intangible assets are amortized on a straight-line basis over their estimated useful lives, generally one year for tradenames and ranging from 8 to 12 years for customer relationships. All intangible assets subject to amortization are reviewed for impairment in accordance with ASC 360, *Property, Plant and Equipment*. There were no intangible asset impairments recorded during the years ended December 31, 2020 and 2019.

The determination of fair values and useful lives requires the Company to make significant estimates and assumptions relating to future cash flows, including the Company' s interpretation of current economic factors and industry data, and assumptions about the Company' s strategic plans with regards to its operations.

Impairment or Disposal of Long-lived Assets

The Company reviews the recoverability of long-lived assets, including property and equipment and other intangible assets, when events or changes in circumstances occur that indicate the carrying value of the asset may not be recoverable. The assessment of possible impairment is based on the ability to recover the carrying value of the asset from the expected future pretax cash flows undiscounted and without interest charges of the related operations. If these cash flows are less than the carrying value of such asset, an impairment loss is recognized for the difference between estimated fair value and carrying value. The measurement of impairment requires management to make estimates of these cash flows related to long-lived assets, as well as other fair value determinations. For the years ended December 31, 2020 and 2019, the Company did not identify any events or changes in circumstances requiring the recognition of impairment loss.

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting. Under this method, the purchase price of the acquisition, including the fair value of any contingent consideration, is allocated to the assets acquired and liabilities assumed using their acquisition date fair values determined by management.

Any excess of the purchase price over the net assets acquired and liabilities assumed, at their acquisition date fair values, is allocated to goodwill. While the Company uses its best estimates and assumptions as part of the purchase price allocation process to accurately value assets acquired and liabilities assumed at the acquisition date, the Company' s estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, the Company may record adjustments to the preliminary purchase price allocation if necessary, with any offsetting amount booked to goodwill. Any adjustments to the purchase price allocation identified after the measurement period are recorded to the consolidated statements of operations. The Company includes the results of all acquisitions in the consolidated financial statements from the date of acquisition.

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Acquisition related costs incurred in connection with a business combination are expensed as incurred in selling, general, and administrative expenses within the consolidated statements of operations. If there is acquisition related consideration accounted for as compensation expense, such as retention bonuses, incurred in connection with an acquisition they are included in selling, general, and administrative expenses within the consolidated statements of operations.

In circumstances where an acquisition involves a contingent consideration arrangement classified as a liability, the Company recognizes a liability related to the fair value of the contingent consideration as of the acquisition date. The fair value of the contingent consideration is determined using the present value of the payments expected to be made as of the measurement date. This liability is remeasured each reporting period and changes in the fair value are recorded within the consolidated statements of operations (see Note 9).

Leases

The Company has operating leases primarily related to clinic spaces and corporate offices. The Company recognizes rent expense on a straight-line basis over the term of the lease agreement. Some leases include periods of free rent and other lease incentives during the lease term, which are included in the calculation of straight-line rent expense. Lease renewals are not assumed in the determination of the lease term unless they are deemed to be reasonably assured at the inception of the lease. The Company recognizes rent expense beginning on the date it obtains the legal right to use and control the leased space.

Fair value of financial instruments

Fair value represents the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The Company' s financial assets and liabilities that are held at fair value include a contingent consideration liability (see Note 9).

Revenue Recognition

ASC 606, *Revenue from Contracts with Customers* ("ASC 606") requires companies to exercise more judgment and recognize revenue using a five-step process. The Company adopted ASC 606 using the modified retrospective method for all contracts effective January 1, 2019 and utilized the portfolio approach to group contracts with similar characteristics and analyzed historical cash collections trends. Under the modified retrospective method, the Company applied ASC 606 to contracts that were not complete as of January 1, 2019, prior periods were not adjusted. No cumulative effect adjustment in accumulated deficit was recorded as the adoption of ASC 606 did not materially impact the Company' s consolidated financial statements or results of operations.

Under ASC 606, revenue is recognized when a customer obtains control of promised goods or services, in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements that an entity determines are within the scope of ASC 606, the Company performed the following five steps: (i) Identify the contract(s) with a customer; (ii) Identify the performance obligations in the contract; (iii) Determine the transaction price; (iv) Allocate the transaction price to the performance obligations in the contract; and (v) Recognize revenue as the entity satisfies a performance obligation.

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Revenue is generated from fees paid by customers who purchase access to services for their employees or members, and their dependents. The Company typically enters into longer-term written contracts with clients for two to five years, most of which are corporate clients, school districts, unions, or government agencies. The Company has concluded that its obligation is to stand ready to provide medical services to patients over the period covered by the client contract. The membership fees the clients pay are primarily to our wholly-owned subsidiaries. These membership fees are separate from the revenue received related to service agreements with the affiliated physician entities, which are eliminated upon consolidation and discussed in Note 4. In certain situations, including as influenced by statutory regulations, the affiliated physician entities, not the wholly-owned subsidiaries, are party to client contracts resulting in membership fee revenue. As the affiliated physician entities are consolidated under the VIE guidance, this membership fee revenue is included in the Company' s consolidated results.

The Company utilizes several different pricing models, described below, despite the nature, recognition methodology and collection of the revenue being the same in each of these pricing models. As the Company continues to scale and evolve its business, these pricing models and the relative significance of each may change in future periods. We do not manage our business according to these pricing models, as these are merely different pricing mechanisms which can be used interchangeably according to each individual client situation. Furthermore, contracts, regardless of pricing structure, are offered and utilized for the same customer base and are centrally implemented, managed and administered by a unified operations team. Financial results are not delineated by pricing model to drive decision-making or to allocate resources, and the associated fees and cash flows are not unique to the individual pricing models.

All-In, PMPM Contracts

For some of its contracts, the Company is paid a per member per month ("PMPM") rate for each eligible employee or dependent of the client (each "members"). The Company records revenue in the month for which the PMPM rate applies for each member. The PMPM rate is based on a predetermined monthly contractual rate for each member regardless of the volume of primary care services provided. The PMPM rate varies based on services provided to the client.

All-In Fixed Rate Contracts

For some of the Company' s primary care contracts, it is paid a fixed monthly rate for a set number of the clients' members. The Company records revenue in the month for which the monthly rate applies. The fixed rate is based on a predetermined monthly contractual rate regardless of the volume of primary care services provided.

Opt-In, PMPM Contracts

For some of its contracts, the Company is paid a per member per month ("PMPM") rate for each eligible employee or dependent of the client who opts to enroll, or sign up, with Company (each "members"). The Company records revenue in the month for which the PMPM rate applies for each member. The PMPM rate is based on a predetermined monthly contractual rate for each member regardless of the volume of primary care services provided. The PMPM rate varies based on services provided to the client.

Transparent Pricing Contracts

For some of its primary care contracts, the Company is paid based on a mark-up applied to the cost of primary care services provided, referred to as transparent pricing. Certain costs are charged on a line-item basis to the client and additional fees apply for management and other services the Company provides. The Company records revenue in the month the services are rendered to clients' members.

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Revenue is reported at the amount that reflects the consideration the Company expects to be entitled in exchange for the provision of its primary care services to its clients. The Company' s contracts with clients have a single performance obligation that consists of a series of services for the provision of primary care services for the term of the contract. The majority of the Company' s transaction price relates specifically to its efforts to transfer the service for a distinct increment of the series and is recognized as revenue in the month in which members are entitled to primary care services.

Performance Guarantees

Related to some contracts included in the categories above, the Company agrees to certain performance guarantees, which provide the Company financial incentives to increase its accountability for the cost, quality and efficiency of the care provided to the population of members. The Company is paid the financial incentives when, for a given twelve-month measurement period, its performance on quality of care and utilization meets or exceeds the standards set by the clients as outlined in the contracts and when savings are achieved for healthcare costs associated with the population of client members. Conversely, the Company owes financial incentives to the client when the metrics are not met. The Company analyzes and reports to the client the activities during the measurement period using the agreed upon benchmarks, metrics and performance criteria to determine the appropriate payments to be made.

The Company estimates the transaction price by analyzing the activities during the relevant time period in contemplation of the agreed upon benchmarks, metrics, performance criteria, and attribution criteria based on those and any other contractually defined factors. Revenue is not recorded until the price can be estimated by the Company and to the extent that it is probable that a significant reversal will not occur once any uncertainty associated with the variable consideration is subsequently resolved. During the year ended December 31, 2020, revenue increased $1.8 million due to a change in estimate related to a prior period performance guarantee.

Contract Liabilities

Payments received in advance are recorded as deferred revenue. As of December 31, 2020 and 2019, the Company' s deferred revenue related to these payments was $13.1 million and $11.2 million, respectively, and was entirely short-term and recorded in current liabilities in the accompanying consolidated balance sheets. Significant changes to the deferred revenue balance during the period are as follows (in thousands):

	2020	2019
Beginning Balance	$11,177	$9,080
Prior period deferred compensation recognized in current period	(11,177)	(9,080)
Invoiced but not recognized as revenue yet	13,130	11,177
Ending Balance	$13,130	$11,177

Because all of its performance obligations relate to contracts with a duration of one year or less, the Company has elected to apply the optional exemption provided in ASC 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The Company makes an initial and ongoing evaluation of a client' s creditworthiness and may require payment in advance of the month of coverage. The credit risks assumed by the Company, and any billed amounts not expected to be collected for services rendered, represent bad debt expense.

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Cost of Care

Cost of care primarily includes the costs the Company incurs to operate its clinics, including care team and patient support employee-related costs, occupancy costs, medical supplies, IT costs, and other operating costs. Care team employees include medical doctors, nurse practitioners, physician assistants, registered nurses and medical assistants.

Selling, General, and Administrative Expenses

Selling, general, and administrative expenses include employee-related expenses including salaries and related costs for the Company' s employees engaged in marketing and sales, along with the Company' s executive, technology infrastructure, finance, legal, and human resources. In addition, selling, general and administrative expenses include all corporate technology and occupancy costs, professional fees, and clinical and quality support. Advertising expense is charged to income during the period in which it is incurred. Advertising expense for the year ended December 31, 2020 and 2019 was $0.5 million and $1.0 million, respectively.

Equity-based compensation

The equity-based compensation expense relates to equity unit awards ("unit awards") of the Company' s parent company, Everside Health Holdings, LLC (the "Parent"). The unit awards are granted to employees and directors. The unit awards are equity classified as a fixed number of units are expected to be issued upon vesting. The unit awards vest once the service and performance condition are satisfied. As the unit awards have a performance condition, expense is not recognized until it is probable that the performance condition will be met. The Company measures the Parent' s unit awards based on the estimated fair value of the awards at the grant date. The Company records forfeitures as they occur.

Since Parent' s units are not traded on an active market, we calculate expected volatility using comparable peer companies with publicly traded shares over a term similar to the expected term of the underlying award. The Company records compensation expense for the unit awards granted based on the fair value of the unit award at the time of the grant. However, as the performance condition is not probable of being met, no equity-based compensation expense is recorded for the years ended December 31, 2020 and 2019.

Retirement Plan

The Company sponsors 401(k) plans for certain employees. The plans provide for the Company to make a discretionary matching contribution. Contributions under the plans totaled $0.7 million and $0.5 million for the years ended December 31, 2020 and 2019, respectively.

Income Taxes

The Company accounts for income taxes in accordance with the provisions of ASC Topic 740, *Income Taxes* ("ASC 740"), which requires that income tax accounts be computed using the asset and liability approach. Under the asset and liability approach, The Company measures deferred tax assets and liabilities based on temporary differences existing at each balance sheet date using currently enacted tax rates. The deferred tax calculation requires the Company to make certain estimates about future operations. Deferred tax assets are reduced by a valuation allowance when the Company believes it is more likely than not that some portion or all the deferred tax assets will not be realized. The effect of a change in tax rate is recognized as income or expense in the fiscal year that includes the enactment date.

ASC 740 requires an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will be sustained upon examination. If the tax position meets the more likely than not recognition threshold, the tax effect is recognized at the largest amount of the benefit that has greater than a fifty percent likelihood of being realized upon ultimate settlement.

At December 31, 2020, and 2019, the Company has no unrecognized tax benefits. To the extent the Company prevails in matters for which a liability for an unrecognized tax benefit is established or is required to pay amounts in excess of the liability, the Company' s effective tax rate in a given financial statement period may be affected. The Company includes interest and penalties with income taxes in the accompanying consolidated statement of operations. The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction and in various state jurisdictions. All of the Company' s tax years from 2018 through 2019 remain open to tax examination for both federal and state.

Segment Reporting

The Company determined in accordance with ASC 280, *Segment Reporting* ("ASC 280"), that the Company operates under one operating segment, and therefore one reportable segment, Everside Health. The Company' s Chief Executive Officer, who is the chief operating decision maker, reviews financial information on an aggregate basis for purposes of assessing performance and allocating resources. All of the Company' s long-lived assets and clients are located in the United States.

Self-insurance

The Company is predominantly self-insured with respect to medical and other health benefits for employees, including those of certain VIE' s and other subsidiaries. The Company records insurance liabilities for the employee health benefit risks that it retains and estimates its liability for those risks using third-party actuarial calculations that are based upon historical claims experience and expectations for future claims. The Company carries reinsurance coverage to protect against the risk of excessive claims.

Liabilities associated with these losses are actuarially derived and estimated in part by considering historical claims experience, industry factors, severity factors, claim development, as well as other actuarial assumptions. If actual trends, including the severity or frequency of claims, or healthcare cost inflation, differ from the Company' s estimates, it could have a material adverse impact on its results of operations. Changes in claim development, trends and interpretations, variability in inflation rates, changes in the nature and method of claims settlement, benefit level changes due to changes in applicable laws, insolvency of insurance carriers and changes in discount rates could all adversely affect the Company' s ultimate expected losses. The Company believes the actuarial valuation provides the best estimate of the ultimate expected losses, and the Company has recorded the present value of the actuarially determined ultimate losses for the insurance related liabilities mentioned above.

As of December 31, 2020 and 2019 the Company recorded $1.1 million and $0.4 million, respectively, of insurance liabilities within other accrued liabilities within the consolidated balance sheets.

Adoption of New Accounting Pronouncements

In January 2017, the FASB issued ASU 2017-04, *Intangibles–Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. The standard simplifies the subsequent measurement of goodwill, requiring only a single-step quantitative test to identify and measure impairment based on the excess of a reporting unit' s carrying amount over its fair value, instead of the current two-step test. A qualitative assessment may still be completed first to determine if a quantitative impairment test is required. This standard is effective on a prospective basis for fiscal years beginning after December 15, 2020. The adoption of this standard did not have a material effect on the Company' s consolidated financial statements and related disclosures.

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On January 1, 2019, the Company adopted Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which supersedes Topic 605, *Revenue Recognition*. The ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also required additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The Company elected to apply the new revenue recognition guidance using the modified retrospective approach.

On January 1, 2019, the Company adopted ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*. The amendments in this ASU clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of businesses. The adoption of this standard did not have a material effect on the Company' s consolidated financial statements and related disclosures.

Upcoming Accounting Pronouncements

The FASB issued ASU 2016-02, *Leases*, which will supersede the current lease requirements in ASC 840, *Leases* ("ASC 840"). The ASU requires lessees to recognize a right-to-use asset and related lease liability for all leases, with a limited exception for short-term leases. Leases will be classified as either finance or operating, with the classification affecting the pattern of expense recognition in the statement of operations. The reporting of lease-related expenses in the statements of operations and cash flows will be generally consistent with the current guidance. The new lease guidance will be effective fiscal years beginning after December 15, 2021 and will be applied using a modified retrospective transition method to either the beginning of the earliest period presented or the beginning of the year of adoption. The Company anticipates this guidance to have an impact on its assets and liabilities, as most of its operating lease commitments will be subject to the new standard and recognized as right-of-use assets and lease liabilities. The impact is not known or reasonably estimable at this time.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326)*, amending how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The guidance requires the application of a current expected credit loss ("CECL") model which is a new impairment model based on expected losses. Under this model, an entity recognizes an allowance for expected credit losses based on historical experience, current conditions and forecasted information rather than the current methodology of delaying recognition of credit losses until it is probable a loss has been incurred. This ASU is effective for interim and annual reporting periods beginning after December 15, 2022. The CECL model applies to trade accounts receivables. The CECL model does not have a minimum threshold for recognition of impairment losses and entities will need to measure expected credit losses on assets that have a low risk of loss. The Company is currently evaluating the potential impact of these changes on the consolidated financial statements and related disclosures. This ASU applies to the Company' s trade accounts receivable.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which removes certain exceptions for recognizing deferred taxes for investments, performing intraperiod allocation and calculating income taxes in interim periods. The ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. ASU 2019-12 is effective for the Company' s annual periods beginning after December 15, 2021. Early adoption is permitted. The Company is currently evaluating the effect the adoption of ASU 2019-12 will have on its consolidated financial statements.

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In August 2018, the FASB issued ASU 2018-15, *Intangibles−Goodwill and Other−Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*. This standard aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The Company' s accounting for the service element of a hosting arrangement that is a service contract is not affected by the proposed amendments and will continue to be expensed as incurred in accordance with existing guidance. This standard does not expand on existing disclosure requirements except to require a description of the nature of hosting arrangements that are service contracts. This standard is effective for annual periods beginning after December 15, 2020. The Company is currently evaluating the potential impact of these changes on the consolidated financial statements and related disclosures.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides temporary optional guidance for a limited time to ease the potential accounting effects of transitioning away from reference rates expected to be discontinued, such as the London Interbank Offered Rate ("LIBOR"). The ASU was effective on issuance on March 12, 2020. However, as there were no modifications to the Company' s agreements that reference LIBOR in 2020 (see Note 10), the adoption of the ASU is not expected to have an effect on the Company' s consolidated financial statements.

Note 3. Business Combinations

Healthstat

On November 2, 2020 ("Closing Date"), the Company acquired 100% of the outstanding equity of Healthstat pursuant to the Stock Purchase Agreement dated October 7, 2020 (the "Acquisition"). Healthstat provides health and wellness services to patients based on a holistic approach, which encompasses services such as primary and preventative care, as well as physical therapy, prescription services, and health coaching. The Acquisition will allow for continued expansion of Everside' s footprint across the U.S. The total purchase price was $121.0 million.

In connection with the Acquisition, the Company has recorded contingent consideration of $29.5 million related to a contingent consideration arrangement (the "Earnout") under the Earnout provisions of the Stock Purchase Agreement. The amount of the Earnout is based on the achievement of certain revenue metrics within one year after the first day of the first month following the Acquisition date and could range from between $0 and $33 million. The Earnout is payable if Healthstat clinic revenue is between $74.0 million and $85.0 million or greater than $85.0 million. No contingent consideration is payable if client and clinic revenue is less than $74.0 million. No contingent consideration would be payable in connection with our initial public offering. The Earnout will be paid half in cash and half in common units of the Parent. Based on the valuation determined using the Monte Carlo Simulation, the fair value of the cash settled portion and the common unit settled portion of the Earnout was determined to be $14.0 million and $15.5 million, respectively. The portion expected to be settled in cash, as well as the amount to be settled in the Parent' s common units, are liability-classified. The portion to be settled in common units is based on a specific dollar amount with a variable number of common units to be issued, which dictates that it should be classified as a liability with changes in fair value recorded as profit or loss. The settlement of common units is to be based on a fixed common unit price while the fair value calculation takes into account the common unit price upon the valuation date. To the extent the common unit price appreciates in value, the fair value of the common unit portion of the Earnout will also increase. Separately, consideration included $22.5 million of Parent' s common units upon Closing Date.

The Company' s transaction costs in connection with the Acquisition were $1.6 million comprised of non-financing fees and expenses such as legal and accounting, which were expensed as incurred and are included in selling, general and administrative expenses within the consolidated statements of operations. The Company did not incur any debt as part of the Acquisition.

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The Acquisition was accounted for as a business combination in accordance with ASC Topic 805, under which the assets acquired and the liabilities assumed by the Company were recorded at their respective fair values as of the Closing Date.

The excess of the consideration over the fair value of the net tangible and intangible assets acquired has been assigned to Goodwill. The acquisition of Healthstat resulted in the recognition of $82.6 million of goodwill, which we believe consists primarily of synergies anticipated as a result of the acquisition, particularly as it relates to nationwide expansion. Goodwill created as a result of the acquisition is not deductible for tax purposes.

The fair value of the consideration transferred as part of the Company' s acquisition of Healthstat, the components of which, aside from cash paid, are level 3 measurements within the fair value hierarchy, is summarized as follows (in thousands):

Cash paid	$63,944
Equity consideration	22,500
Contingent consideration	29,547
Net working capital adjustment	526
Total fair value of consideration	$116,517

The adjustments from the purchase price at the Closing Date to arrive at the total fair value of consideration are as follows (in thousands):

Purchase Price	$121,000
Closing Date fair value adjustment related to Earnout	(1,453)
Adjustments to seller' s indebtedness and working capital	(3,030)
Total fair value of consideration	$116,517

Assets acquired and liabilities assumed are recorded based on valuations derived from estimated fair value assessments and assumptions, which are primarily level 3 inputs within the fair value hierarchy. While the Company believes that its estimates and assumptions underlying the valuations are reasonable, different estimates and assumptions could result in different valuations assigned to the individual assets acquired and liabilities assumed, and the resulting amount of goodwill. The following table summarizes the acquisition date fair values of the assets acquired and liabilities assumed (in thousands):

Cash	$869
Accounts receivable	14,207
Prepaid expenses and other current assets	690
Property and equipment	699
Intangible assets	30,000
Accounts payable	(4,105)
Accrued liabilities	(3,481)
Deferred income tax liability	(3,032)
Deferred revenue	(280)
Deferred rent	(164)
Other long-term liabilities	(1,481)
Total identifiable net assets	33,922
Goodwill	82,595
Total	$116,517

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The fair value of the acquired receivables was determined to be the net realizable amount of the closing date book value of $14.2 million. The intangible assets acquired are customer relationships and the fair value was estimated using an income approach. The intangible asset has an estimated useful life of 12 years.

The purchase price allocation for the Acquisition is preliminary and subject to revision as additional information about the fair values of assets and liabilities become available, primarily related to the deferred tax liability assumed in connection with the acquisition. Additional information that existed as of the acquisition date may impact the purchase price allocation, which may be adjusted during the measurement period of up to 12 months from the acquisition date.

Pro forma financial information (unaudited)

The following unaudited pro forma condensed combined financial results are based on the historical consolidated financial statements of Everside and Healthstat; and are adjusted to give effect to the Acquisition. The unaudited pro forma combined financial results for the years ended December 31, 2020 and 2019 combine the historical results of Everside and Healthstat, adjusted to reflect the acquisition as if it had occurred on January 1, 2019.

The historical consolidated financial results have been adjusted for additional amortization expense related to the customer relationship intangible asset acquired as part of the transaction and the removal of historical Healthstat amortization expense, along with the tax effect of those adjustments.

The following unaudited pro forma financial information is for informational purposes only and is not intended to represent or be indicative of the consolidated results of operations in future periods or the results that would have been achieved if the acquisition had taken place as of January 1, 2019. The actual results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors. The unaudited pro forma condensed combined statement of operations does not reflect any operating efficiencies and/or cost savings that Everside may achieve with respect to the combined companies. Shown in thousands, except share and per share data:

	For the Years Ended	
Proforma Combined	**2020**	**2019**
Revenue	$180,457	$156,326
Net loss attributable to Parent group	$(4,706)	$(27,810)

Note 4. Variable Interest Entities

Using the variable interest model, the Company has concluded that the PCs meet the definition of VIEs, and that the Company is the primary beneficiary of these VIEs. The Company concluded that it is the primary beneficiary of the PCs as the management and professional services agreements provide it with (1) the power to direct nonmedical activities on which the PCs rely to operate their businesses and that most significantly impact their economic performance and (2) the obligation to absorb losses arising out of the business services that could potentially be significant to the PCs. As a result, the PCs have been included in the financial statements as consolidated variable interest entities. The consolidation of the PCs for financial reporting purposes does not change the legal and contractual relationships between the Company and the PCs. The Company does not hold any ownership interest in the PCs and does not employ the physicians or other practitioners in the PCs. The Company and its wholly-owned subsidiaries do not practice medical services and are prohibited from doing so by the laws of each jurisdiction in which the Company operates.

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PCs revenue consist of amounts recognized related to providing professional services to the Company' s clinics. Operating expenses consist primarily of costs of care, depreciation, and selling, general and administrative expenses. Costs of care include administrative personnel costs and patient care costs. Depreciation expense consists of the consolidated PCs' property and equipment depreciation expense. Selling, general, and administrative expenses include facilities costs, travel expenses, advertising and marketing fees, and other general and administrative costs for medical staff.

After eliminations, the consolidation of the PCs had no impact on the Company' s total assets, liabilities, and stockholder' s equity.

The creditors and beneficial interest holders of the PCs have no recourse against the assets or general credit of the Company or its subsidiaries.

Note 5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets as of December 31, 2020 and 2019 are as follows (in thousands):

	2020	2019
Prepaid insurance	$982	$486
Prepaid IT services	1,999	613
Prepaid rent	371	215
Prepaid commissions	632	–
Other	936	426
Total prepaid and other current assets	$4,920	$1,740

Note 6. Property and Equipment

Property and equipment for the Company as of December 31, 2020 and 2019 are as follows (in thousands):

	2020	2019
Machinery and equipment	$426	$382
Furniture and fixtures	1,292	951
Computer equipment	1,510	690
Software	2,291	847
Leasehold improvements	7,243	4,087
Construction in progress	1,043	703
Total property and equipment, gross	13,805	7,660
Accumulated depreciation	3,395	1,682
Total property and equipment, net	$10,410	$5,978

Depreciation expense for the years ended December 31, 2020 and 2019 was $2.0 million and $1.2 million, respectively.

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Note 7. Goodwill and Other Intangible Assets

Goodwill of the Company as of December 31, 2020 and 2019 is summarized as follows (in thousands):

	2020	2019
Beginning balance	$139,440	$139,935
Acquired through business combinations	82,595	–
Adjustments to provisional amounts and other	–	(495)
Total goodwill	$222,035	$139,440

Intangible assets of the Company as of December 31, 2020 are summarized as follows (in thousands):

	Weighted average remaining amortization period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortized intangible assets:				
Customer relationships	10 years	$61,285	$ 9,358	$ 51,927
Trade names	1 year	2,313	1,222	1,091
Total amortized intangible assets		$63,598	$ 10,580	$ 53,018

During 2020, the useful life for trade names associated with the 2018 acquisition of Paladina Holding was accelerated as a result of the Company' s rebranding strategy and transition plan.

Intangible assets of the Company as of December 31, 2019 are summarized as follows (in thousands):

	Weighted average remaining amortization period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortized intangible assets:				
Customer relationships	8 years	$31,285	$ 5,031	$ 26,254
Trade names	15 years	2,313	1,134	1,179
Total amortized intangible assets		$33,598	$ 6,165	$ 27,433

Amortization expense for intangible assets was $4.4 million and $5.0 million for the years ended December 31, 2020 and 2019, respectively. Future annual amortization expense is estimated as follows (in thousands):

Year Ending	Amount
2021	$7,501
2022	6,411
2023	6,411
2024	6,411
2025	6,411
Thereafter	19,873
Total	$53,018

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Note 8. Other Accrued Liabilities

Other accrued liabilities of the Company as of December 31, 2020 and 2019 were as follows (in thousands):

	2020	2019
Performance guarantee accrual	$334	$1,759
CARES Act payroll tax deferral	1,869	–
Insurance accrual	1,138	651
Other	2,950	1,109
Total other accrued liabilities	$6,291	$3,519

Note 9. Fair Value Measurements

Financial assets and liabilities are recorded at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The authoritative guidance establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value based upon whether such inputs are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions made by the reporting entity.

The fair value hierarchy for the inputs to valuation techniques is summarized as follows:

Level 1−Observable inputs such as quoted prices (unadjusted) for identical instruments in active markets.

Level 2−Observable inputs such as quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, or model-derived valuations whose significant inputs are observable.

Level 3−Unobservable inputs that reflect the reporting entity' s own assumptions.

Significant financial instruments not measured at fair value on a recurring basis include cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses. The consolidated financial statement carrying amounts of these items approximate their fair values due to their short-term nature.

The estimated fair value of the Company' s debt is a Level 3 measurement based on the remaining discounted cash flows and approximates the carrying value based on borrowing rates available to the Company as of December 31, 2020 and 2019.

The Healthstat acquisition purchase price includes an Earnout based on the achievement of certain revenue metrics to be met within one year after the first day of the first month following the acquisition date. The Company recognized a contingent consideration liability of $29.5 million related to the Earnout at its fair value as of the acquisition date that is remeasured at each reporting period. The fair value of the contingent consideration is determined using the present value of the consideration expected to be transferred as of the measurement date. This is a Level 3 estimate as it is dependent on unobservable inputs, including management' s revenue forecasts and the value of the Company' s common units. A change in unobservable inputs could result in a significantly higher or lower fair value measurement. Changes in fair value are recorded within the consolidated statements of operations. There were no significant changes in the inputs or the value of the contingent consideration for the year ended December 31, 2020 compared to the acquisition date of November 2, 2020, and no change in fair value was recognized.

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Note 10. Long-term Debt

During 2018, the Company entered into a credit facility with Comerica Bank. The credit facility is secured by all of the Company' s assets and is composed of three facets: a formula-based revolving line of credit to support working capital, a term loan to support capital expenditures, and a $0.1 million corporate credit card facility to support daily operations. The agreement was amended during 2019, which increased the maximum borrowing amount to $10.0 million each for both the line and the term loan. During 2020, the Company paid the entire amount due on the revolving line of credit. Interest on outstanding balances is based on the bank' s prime rate plus an applicable spread. At the conclusion of the draw period for the term loan on February 28, 2021, principal and accrued interest are due in monthly installments continuing through February 21, 2024. The effective interest rate was 3.25% and 4.75% at December 31, 2020 and 2019. See Note 15 for discussion of an additional line of credit entered into with Comerica Bank during March of 2021.

Under the amended agreement with the bank, the Company is subject to covenants if outstanding balances exceed certain amounts. At December 31, 2020, the Company was in compliance with its financial covenants. As of December 31, 2020 and 2019, the Company' s long-term debt included (in thousands):

	Original Maturity Date	2020	2019
Revolving line of credit	May 31, 2021	$−	$5,000
Term loan	February 21, 2024	2,806	2,533
Total outstanding debt		$2,806	$7,533

Principal amounts due under the credit facility are due as follows (in thousands):

Year Ending	Amount
2021	$780
2022	935
2023	935
2024	156
Total	$2,806

Interest expense for the years ended December 31, 2020 and 2019 was $0.3 million and $0.2 million, respectively.

Note 11. Income Taxes

The Company uses the asset and liability method of accounting for income taxes. Under this method, the Company records deferred income taxes based on temporary differences between the financial reporting and tax bases of assets and liabilities and use enacted tax rates and laws that the Company expects will be in effect when they recover those assets or settle those liabilities, as the case may be, to measure those taxes. In cases where the expiration date of tax carryforwards or the projected operating results indicate that realization is not likely, the Company provides for a valuation allowance. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

The Company has deferred tax assets, resulting from net operating losses and temporary differences that may reduce taxable income in future periods. A valuation allowance is required when it is more likely than not that all or a portion of a deferred tax asset will not be realized. In assessing the need for a valuation allowance, the Company estimates future taxable income, considering the feasibility of ongoing tax-planning strategies and

the realizability of tax loss carryforwards. Valuation allowances related to deferred tax assets can be impacted by changes in tax laws, changes in statutory tax rates and future taxable income levels. If the Company were to determine that it would be able to realize its deferred tax assets in the future in excess of the net carrying amounts, it would decrease the recorded valuation allowance through an increase to income in the period in which that determination is made. The Company' s policy is to recognize interest to be paid on an underpayment of income taxes in interest expense and any related statutory penalties in the provision for (benefit from) income taxes in the consolidated statements of operations.

The components of the provision for (benefit from) income taxes for the years ended December 31, 2020 and 2019, were as follows (in thousands):

	Years Ended December 31,	
	2020	2019
Current income tax provision:		
Federal	$ –	$ –
State	36	68
Total current income tax provision	36	68
Deferred income tax provision (benefit):		
Federal	(2,382)	356
State	176	180
Total deferred income tax provision (benefit)	(2,206)	536
Total provision for (benefit from) income taxes	$ (2,170)	$ 604

A reconciliation of the statutory U.S. income tax rate to the effective income tax rate is as follows:

	Years Ended December 31,	
	2020	2019
U.S. Federal (tax benefit) provision at statutory rate	21.0 %	21.0 %
State (tax benefit) income taxes, net of federal benefit	0.8 %	2.3 %
Changes in tax rates	0.0 %	(0.1)%
Permanent differences	(6.7)%	(0.2)%
Change in valuation allowance	27.0 %	(26.0)%
Other	(0.4)%	(0.2)%
Effective income tax rate	41.7 %	(3.2)%

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Deferred Tax Assets and Liabilities

Deferred income taxes reflect the net tax effects of loss and credit carryforwards and temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company' s deferred tax assets for federal and state income taxes as of December 31, 2020 and 2019 were as follows (in thousands):

	Years Ended December 31,	
	2020	2019
Deferred tax assets:		
Net operating loss carryforward	$ 13,076	$ 7,755
Deferred rent	432	373
Reserves and accruals	2,333	1,189
Other	83	84
Total deferred tax assets	15,924	9,401
Valuation allowance	(6,204)	(7,612)
Net deferred tax assets	9,720	1,789
Deferred tax liabilities:		
Intangibles	$ (9,983)	$ (1,589)
Fixed assets	(1,007)	(820)
Other	(190)	(22)
Total deferred tax liabilities	(11,180)	(2,431)
Net deferred tax liabilities	$ (1,460)	$ (642)

Tax Valuation Allowance

The Company determines its valuation allowance on deferred tax assets by considering both positive and negative evidence in order to ascertain whether it is more likely than not that deferred tax assets will be realized. Realization of deferred tax assets is dependent upon the generation of future taxable income, if any, the timing and amount of which are uncertain. Due to the history of losses the Company has generated in the past, the Company believes that it is not more likely than not that all of the deferred tax assets in the U.S. can be realized as of December 31, 2020; accordingly, the Company has recorded a valuation allowance on its deferred tax assets.

Net Operating Loss and Credit Carryforwards

As of December 31, 2020 the Company had $54.9 million and $32.3 million, respectively, of federal and state net operating loss carryforwards. The federal net operating loss can be carried forward indefinitely, but can only offset 80% of future taxable income in years after 2020. The state net operating losses expire between 2024 and 2038, and some can be carried forward indefinitely.

Uncertain Tax Positions

The Company files income tax returns in the United States on federal basis and in various states. The Company is not currently under any federal, state and local income tax examinations for any taxable years. All of the Company' s tax years from 2018 through 2019 remain open to tax examination for both federal and state.

The Company has no unrecognized tax benefits. The Company includes interest and penalties with income taxes in the accompanying statement of operations.

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Note 12. Commitments and Contingencies

Operating Leases

The Company is obligated under operating leases primarily for clinic spaces and corporate offices, expiring at various dates through 2026. Base building rent expense under these leases was $3.5 million and $2.9 million for the years ended December 31, 2020 and 2019, respectively.

In connection with some of the Company' s operating leases, the Company was granted lease incentives, including tenant improvement allowances. Deferred lease incentives reflected in the accompanying consolidated balance sheets are amortized on a straight-line basis over the term of the leases. Deferred lease incentives totaled approximately $1.1 million and $1.2 million as of December 31, 2020 and 2019, respectively.

Future minimum annual commitments under these operating leases are as follows (in thousands):

2021	$4,278
2022	3,738
2023	3,276
2024	2,879
2025	2,412
Thereafter	850
	$17,433

Litigation

The Company and its subsidiaries may from time to time be parties to legal or regulatory proceedings, lawsuits and other claims incident to their business activities. Such matters may include, among other things, claims for medical malpractice, assertions of contract breach, claims for indemnity arising in the course of the Company' s business, regulatory investigations or enforcement proceedings, and claims by persons whose employment has been terminated. Such matters are subject to many uncertainties, and outcomes are not predictable with assurance. Consequently, management is unable to ascertain the ultimate aggregate amount of monetary liability, amounts which may be covered by insurance or recoverable from third parties, or the financial impact with respect to such matters as of December 31, 2020. However, based on management' s knowledge as of December 31, 2020, management believes that the final resolution of these matters known at such date, individually and in the aggregate, will not have a material adverse effect upon the Company' s consolidated balance sheets, results of operations or cash flows.

Guarantees

The Company at times, is required by landlords to enter into guarantees upon entering into a lease. On those occasions, Paladina Holding will enter into a guarantee on behalf of the Company.

Note 13. Equity-Based Compensation

In 2018, the Parent entered into its Amended and Restated Limited Liability Company Agreement, which provided for the ability to issue value units as incentive equity awards to the Company' s employees and service providers (including directors of the Company), and established the rules and procedures for issuing such awards (the "Incentive Plan"). Awards of value units under the Incentive Plan generally vest over a four-year period, provided that the recipient continues to be employed by or provide services to the Company throughout that

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period. Upon vesting, the holders of value units are entitled to receive distributions from Everside Health Holdings, LLC, if and to the extent declared, provided that such distributions, in the aggregate, exceed the applicable thresholds set forth in the Everside Health Holdings, LLC Amended and Restated Limited Liability Company Agreement for the applicable class of value units. The total number of value units that are authorized for issuance under the Incentive Plan as of December 31, 2020 is 35.0 million. On March 31, 2021, the total number of values authorized for issuance under the Incentive Plan was increased to 115.6 million. To date, as of December 31, 2020, awards consisting of 28.3 million value units had been granted and 5.8 million have been forfeited.

Distributions are allocated from the Company to value unit holders upon the occurrence of an exit event or upon designation by the board of directors. The distribution percentage for the value unit holders is calculated as a percentage determined by multiplying (i) a set percentage (based on the value units' sub-class) by (ii) a fraction, the numerator of which is the number of issued, outstanding and vested value units in the sub-class, and the denominator of which is the total number of authorized vested value units in the sub-class.

The value units are equity-classified. The grant date fair value of the awards reflecting no adjustment to the fair value for the likelihood of an exit event is $2.1 million and is estimated based on a common stock valuation analysis. This valuation analysis estimates an equity value based on the rights and preferences of the value units relative to the Parent' s common units and considers assumptions such as remaining contractual term, risk-free interest rate and inputs related to guideline companies, such as volatility and lack of marketability factors.

The Company records compensation expense for the unit awards granted based on the fair value of the unit award at the time of the grant. However, as the performance condition is not probable of being met, no equity-based compensation expense is recorded for the years ended December 31, 2020 and 2019.

Upon an exit event, such as an initial public offering, or IPO, the compensation expense recorded in the period of IPO based on the service-vested number of awards as of December 31, 2020 would be $0.7 million. The future compensation expense for which service has not vested as of December 31, 2020 would be $1.4 million, which is expected to recognized over a weighted average period of 3 years.

	Number of Units	Weighted-Average Grant Date Fair Value Per Unit
Unvested, January 1, 2019	20,273,436	$ 0.06
Granted	4,124,998	$ 0.09
Vested	–	$ –
Forfeited	(3,937,500)	$ 0.06
Unvested, December 31, 2019	20,460,934	$ 0.05
Granted	3,719,998	$ 0.22
Vested	–	$ –
Forfeited	(1,528,436)	$ 0.07
Unvested, December 31, 2020	22,652,496	$ 0.09

Note 14. Related Parties

During the year ended December 31, 2018, an officer of the Company purchased a membership interest with a note receivable for $0.4 million. During 2019, the individual received a retention bonus in the amount of $0.2 million, which was applied to the note receivable. The balance of the note receivable was $0.2 million at December 31, 2020 and is reported as a contra equity amount.

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The Company has a management fee arrangement with New Enterprise Associates 16, LP ("NEA"), a principal owner of 39% of total voting interests of the Company. This management fee entitles NEA to 2% of the value of an initial public offering, payable in shares of the Company' s common stock.

Note 15. Subsequent Events

Line of Credit

On March 25, 2021, the Company amended its credit facility with Comerica Bank, which increased the maximum borrowing amount to $40.0 million structured as a line of credit. This replaced the pre-existing agreement that included the line of credit, the term loan and the credit card facility. The $2.8 million outstanding on the term loan as of December 31, 2020 was transferred into the amended credit facility. Interest on outstanding balances is based on the bank' s prime rate plus an applicable spread.

Under the credit facility, as amended, the Company is subject to financial covenants if the aggregate borrowings are equal to or greater than $15.0 million as of the last day of any calendar month upon which the Company is required to maintain a minimum liquidity balance.

REPORT OF INDEPENDENT AUDITOR

The Board of Directors
Everside Health Group, Inc.:

We have audited the accompanying consolidated financial statements of Healthstat, Inc. and its subsidiary, which comprise the consolidated balance sheet as of November 1, 2020, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the period from January 1 through November 1, 2020, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity' s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity' s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Healthstat, Inc. and its subsidiary as of November 1, 2020, and the results of their operations and their cash flows for the period from January 1, 2020 through November 1, 2020 in accordance with U.S. generally accepted accounting principles.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, on November 2, 2020 Everside Health Group, Inc. acquired 100% of the outstanding equity of Healthstat, Inc. Our opinion is not modified with respect to this matter.

/s/ KPMG LLP

Denver, Colorado
May 14, 2021

HEALTHSTAT, INC.

CONSOLIDATED BALANCE SHEET

NOVEMBER 1, 2020

	November 1, 2020
ASSETS	
Current Assets:	
Cash	$868,519
Accounts receivable, net	14,210,064
Prepaid expenses	687,066
Deferred tax assets	3,811,403
Total Current Assets	19,577,052
Property and equipment, net	1,078,261
Intangible assets, net	1,395,418
Total Assets	$22,050,731
LIABILITIES AND STOCKHOLDERS' EQUITY	
Current Liabilities:	
Accounts payable	$4,104,512
Accrued expenses	6,579,486
Income taxes payable	7,767
Unearned income	280,207
Other payables	7,199,561
Total Current Liabilities	18,171,533
Other long-term liabilities	1,643,132
Total Liabilities	$19,814,665
Stockholders' Equity:	
Class A, voting common stock, no par value, 210,000 shares authorized, 3,943 shares issued and outstanding	232,301
Class B, nonvoting common stock, no par value, 100,000 shares authorized, 50 shares issued and outstanding	100
Retained earnings	2,003,665
Total Stockholders' Equity	2,236,066
Total Liabilities and Stockholders' Equity	$22,050,731

The accompanying notes to the consolidated financial statements are an integral part of these statements.

HEALTHSTAT, INC.

CONSOLIDATED STATEMENT OF OPERATIONS

PERIOD FROM JANUARY 1 THROUGH NOVEMBER 1, 2020

Revenue	$67,081,923
Operating expenses:	
Cost of care	42,930,820
General and administrative expenses	27,674,574
Depreciation and amortization	553,911
Total operating expenses	71,159,305
Operating Loss	(4,077,382)
Other Income (Expense):	
Interest expense, net	(61,745)
Equity impairment	(200,270)
Loss on disposal of property and equipment	(19,194)
Total Other Income (Expense)	(281,209)
Loss before income taxes	(4,358,591)
Income tax benefit	4,109,214
Net Loss	$(249,377)

The accompanying notes to the consolidated financial statements are an integral part of these statements.

HEALTHSTAT, INC.

CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

PERIOD FROM JANUARY 1 THROUGH NOVEMBER 1, 2020

	Class A Common Stock	Class B Common Stock	Retained Earnings	Total
Balance, December 31, 2019	$232,301	$ 100	$2,253,042	$2,485,443
Net loss	–	–	(249,377)	(249,377)
Balance, November 1, 2020	$232,301	$ 100	$2,003,665	$2,236,066

The accompanying notes to the consolidated financial statements are an integral part of these statements.

HEALTHSTAT, INC.

CONSOLIDATED STATEMENT OF CASH FLOWS

PERIOD FROM JANUARY 1 THROUGH NOVEMBER 1, 2020

Cash flows from operating activities:	
Net loss	$(249,377)
Adjustments to reconcile net loss to net cash flows from operating activities:	
Depreciation	439,282
Amortization	114,629
Loss on disposal of property and equipment	19,194
Share of investee company impairment	200,270
Change in allowance for doubtful accounts	464,322
Deferred income taxes	(4,109,271)
Changes in:	
Accounts receivable	(3,926,350)
Prepaid expenses	120,269
Accounts payable	1,293,968
Accrued expenses	(512,950)
Income tax payable	56
Unearned income	(284,919)
Other payables	186,749
Deferred rent	164,427
Other long-term liabilities	1,481,131
Net cash flows used in operating activities	(4,598,570)
Cash flows from investing activities:	
Purchases of property and equipment	(700,331)
Purchases of customer contracts	(1,510,047)
Contribution from investee company	200,000
Net cash flows used in investing activities	(2,010,378)
Cash flows from financing activities:	
Proceeds from credit facility	7,012,813
Net cash flows provided by financing activities	7,012,813
Net change in cash	403,865
Cash, beginning of period	464,654
Cash, end of period	$868,519

The accompanying notes to the consolidated financial statements are an integral part of these statements.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 1, 2020

Note 1−Organization

Healthstat, Inc. and its consolidated subsidiary ("Healthstat" or "the Company") provides on-site primary care, high health risk, and disease management services in employer facilities throughout the United States of America. Healthstat is located in Charlotte, North Carolina.

Acquisition

On November 2, 2020 ("Closing Date"), Everside Health Group, Inc. ("Everside") acquired 100% of the outstanding equity of Healthstat pursuant to the Stock Purchase Agreement dated October 7, 2020 (the "Acquisition"). The total purchase price was $121.0 million. The audited financial statements for the Company have been provided for the period from January 1, 2020 to November 1, 2020 (the "Stub Period"). The operating results for the period after the acquisition through December 31, 2020 are included in the financial statements of Everside. See Note 14 for further discussion.

COVID-19 Pandemic and CARES Act

In March 2020, the World Health Organization declared the novel strain of Coronavirus ("COVID-19") a global pandemic and recommended containment and mitigation measures worldwide. Various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that caused many people to remain at home and forced the closure of, or limitations on, certain businesses, as well as suspended elective procedures by healthcare facilities. While some of these restrictions have been eased across the U.S. and most states have lifted moratoriums on non-emergency procedures, some restrictions remain in place. The Company continues to monitor operations and government recommendations and has made modifications to normal operations as a result of COVID-19, including enabling operational team members to work remotely, utilizing heightened cleaning and sanitization procedures, implementing new health and safety protocols and reducing non-essential travel.

The Company has considered information available to it as of the date of issuance of these financial statements and is not aware of any specific events or circumstances that would require an update to its estimates or judgments, or an adjustment to the carrying value of its assets or liabilities. The accounting estimates and other matters assessed include, but were not limited to, allowance for doubtful accounts, inventory reserves, adverse inventory purchase commitments, goodwill and other long-lived assets, and revenue recognition. These estimates may change as new events occur and additional information becomes available. Actual results could differ materially from these estimates.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was signed into law. The CARES Act is aimed at providing emergency assistance and healthcare for individuals, families, and businesses affected by the COVID-19 pandemic and generally supporting the U.S. economy. The CARES Act, among other things, includes provisions related to refundable payroll tax credits, deferment of the employer portion of social security payments, net operating loss carryback periods, modifications to the net interest deduction limitations, and technical corrections to tax depreciation methods for qualified improvement property. As of November 1, 2020, the Company has deferred $1,481,134 related to the employer portion of social security payments as allowed under the CARES Act, which is recorded as long-term liabilities within the consolidated balance sheet.

Note 2−Summary of Significant Accounting Policies

Basis of Presentation−The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 1, 2020

Principles of Consolidation and Variable Interest Entities−The consolidated financial statements present the financial position of Healthstat, Inc. and Healthstat Wellness, Inc. ("Healthstat Wellness").

The Financial Accounting Standards Board ("FASB") has issued an accounting principle discussing Consolidation of Variable Interest Entities ("VIE") which addresses consolidation by business enterprises of variable interest entities.

Healthstat Wellness was formed due to states adopting a strict corporate practice of medicine, requiring medical services to be offered by a professional entity, rather than a corporate entity. Healthstat Wellness is considered a VIE of the Company and has been included in the consolidated financial statements. A reporting company is required to consolidate a VIE as its primary beneficiary, which means it has a controlling financial interest, when it has both the power to direct the activities of the VIE that most significantly impact the VIE' s economic performance, and the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. An entity is considered to be a VIE when its total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support, or its equity investors, as a group, lack the characteristics of having a controlling financial interest. The determination of whether a company is required to consolidate an entity is based on, among other things, an entity' s purpose and design and a company' s ability to direct the activities of the entity that most significantly impact the entity' s economic performance.

Significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates−The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

We evaluate our estimates on an ongoing basis. Significant estimates and assumptions made by management include the determination of:

revenue recognition;

the fair value of asset purchases; and

uncertainties related to income taxes.

Cash and Cash Equivalents−The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts Receivable, Net−Accounts receivable consists of trade accounts receivable and are stated net of an allowance for doubtful accounts, if necessary. Credit is extended to customers after an evaluation of the customer' s financial condition. Generally, collateral is not required as a condition of credit extension. Management' s determination of the allowance for doubtful accounts is based on specific identification. Accounts receivable are written off when, in the opinion of management, such receivables are deemed to be uncollectible. While management uses the best information available to make such evaluations, future adjustments to the allowance may be necessary if conditions differ substantially from the assumptions used in making the evaluations. As of November 1, 2020, the allowance for doubtful accounts was $540,040.

Prepaid Expenses−Prepaid expenses consist of prepaid IT services, prepaid insurance and other.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 1, 2020

Property and Equipment, Net–Property and equipment are stated at cost less accumulated depreciation. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When assets are sold or retired, the related cost and accumulated depreciation are removed from the accounts, and any gain or loss is recorded in the consolidated statement of operations. Depreciation on property and equipment is calculated using the straight-line method over the estimated useful lives of the assets. The estimated useful lives of property and equipment range from 3 to 10 years.

Equity Interest in Joint Venture–Investee companies that are not consolidated but over which the Company exercises significant influence are accounted for under the equity method of accounting. Whether or not the Company exercises significant influence with respect to an investee depends on an evaluation of several factors including, among others, representation on the investee company' s Board of Directors and ownership level, which is generally a 20% to 50% interest in the voting securities of the investee company. Under the equity method of accounting, an investee company' s accounts are not reflected within the Company' s consolidated balance sheet and statement of operations; however, the Company' s share of the earnings or losses of the investee company is reflected in the caption Equity income–share of investee company income in the consolidated statements of operations. See Note 5 for further discussion.

Impairment of Long-Lived Assets–Long-lived assets, such as property and equipment, and intangible assets subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying amount exceeds its fair value. There were no impairments of long-lived assets recorded during the period from January 1, 2020 through November 1, 2020.

Income Taxes–Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

The Company evaluated its tax positions and determined that it has no uncertain tax positions as of November 1, 2020.

Unearned Income–Unearned income is related to implementation fees collected prior to beginning the customer relationship.

Fair Value–The Company uses valuation approaches that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the

following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

Level 1 inputs: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

Level 2 inputs: Observable market-based inputs, other than quoted prices included in Level 1 inputs, or unobservable inputs that are corroborated by market data for substantially the full term of the asset or liability.

Level 3 inputs: Unobservable inputs that are not corroborated by market data that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

The carrying amounts of cash, accounts receivable, accounts payable, accrued liabilities, and other current liabilities approximate their fair value due to the short-term maturity of these instruments.

The Company did not have any other assets or liabilities that require measurement at fair value on a recurring basis for the period January 1 through November 1, 2020.

Revenue Recognition–Accounting Standard Codification Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The Company adopted ASC 606 on January 1, 2019.

The Company' s primary revenue stream is providing onsite primary care, high health risk, and disease management services in employer facilities throughout the United States of America. The agreement for the provision of services is unique to each customer and generally consists of several services that have the same pattern of transfer. The nature of the promise is generally the same each month and, therefore, the same measure of progress is applied to each distinct service period. As such, all criteria in the series guidance are met and the performance obligation is a series.

The Company applies the following five steps to recognize revenue in accordance with ASC 606:

1) *Identify the Contract with a Customer*–Due to the nature of the Company' s different revenue streams, the form of a contract will vary by service, customer type, state regulatory considerations and customer size. Contract terms could be described in any combination of the following: A response to a formal request for proposal, a Health Risk Management Agreement, contract, purchase order, or invoice.

2) *Identify the Performance Obligations in the Contract*–The Company' s performance obligations are stated within the contract and generally are related to the service, customer type, state regulatory considerations, and customer size.

3) *Determine the Transaction Price*–The Company determines transaction price based upon the agreed upon price at the contract date.

4) *Allocate the Transaction Price to Performance Obligations in the Contract*–When a contract contains a single performance obligation, the entire transaction price is allocated to that one performance obligation. Generally, the contract is comprised of one combined performance obligation series, the total will be allocated entirely to one performance obligation and no estimation of transaction stand-

alone selling price is necessary. Where multiple performance obligations occur, management allocated variable consideration to the specific performance obligations where they are priced at their stand-alone selling price. For the majority of the contracts, as the contract has resulted from an open market process, Management has determined that these transactions are priced at stand-alone selling price.

5) *Recognize Revenue When or as the Performance Obligation is Satisfied*–For the majority of the Company' s contracts there is a combination of a series of performance obligations, which are priced at their stand-alone selling price. In those instances, revenue should be recognized over time which would approximate the as invoiced method. Where a contract incorporates a setup fee, one off contractual costs, or fixed charges associated with the setup of the contract which do not relate to a distinct performance obligation, these charges are recognized over the life of the contract.

Cost of Revenue–Cost of services includes the costs the Company incurs to operate its clinics, including care team and patient support employee-related costs, occupancy costs, medical supplies, insurance and other operating costs. These costs exclude any expenses associated with sales and marketing activities incurred at the local level to support patient growth strategies, and excludes any allocation of corporate, general and administrative expenses.

Advertising–Advertising costs are expensed as incurred. Advertising expense for the period January 1 through November 1, 2020, was $167,863.

Upcoming Pronouncements

In February 2016, FASB issued Accounting Standards Update ("ASU") 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right- of-use asset and lease liability on the consolidated balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the consolidated statement of operations. The new guidance is effective for annual reporting periods beginning after December 15, 2021. The Company is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments–Credit Losses (Topic 326), amending how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The guidance requires the application of a current expected credit loss ("CECL") model which is a new impairment model based on expected losses. Under this model, an entity recognizes an allowance for expected credit losses based on historical experience, current conditions and forecasted information rather than the current methodology of delaying recognition of credit losses until it is probable a loss has been incurred. This ASU is effective for interim and annual reporting periods beginning after December 15, 2022. The CECL model applies to trade accounts receivables. The CECL model does not have a minimum threshold for recognition of impairment losses and entities will need to measure expected credit losses on assets that have a low risk of loss. This ASU applies to trade accounts receivable. The Company is currently evaluating the potential impact of these changes on the consolidated financial statements and related disclosures.

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes, which removes certain exceptions for recognizing deferred taxes for investments, performing intra-period allocation and calculating income taxes in interim periods. The ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. ASU 2019-12 is effective for the Company' s annual periods beginning after December 15, 2021. Early adoption is permitted. The Company is currently evaluating the potential impact of these changes on the consolidated financial statements and related disclosures.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 1, 2020

In August 2018, the FASB issued ASU No. 2018-15, Intangibles−Goodwill and Other−Internal-Use Software (Subtopic 350-40): Customer' s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. This standard aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The Company' s accounting for the service element of a hosting arrangement that is a service contract is not affected by the proposed amendments and will continue to be expensed as incurred in accordance with existing guidance. This standard does not expand on existing disclosure requirements except to require a description of the nature of hosting arrangements that are service contracts. This standard is effective beginning after December 15, 2020. The Company is currently evaluating the potential impact of these changes on the consolidated financial statements and related disclosures.

Note 3−Property and Equipment, Net

Property and equipment, net, are summarized by major classifications as of November 1, 2020 as follows:

Computer equipment	$2,077,313
Medical equipment	7,112
Office furniture and equipment	607,336
Software	1,272,476
	3,964,237
Less accumulated depreciation	(2,885,976)
Property and equipment, net	$1,078,261

Depreciation expense was $439,282 for the period January 1 through November 1, 2020.

Note 4−Asset Acquisition

During 2020, the Company acquired customer contracts for $1,510,047. These intangible assets were assigned a 10 year useful life. Amortization expense was $114,629 for the period January 1 through November 1, 2020.

Note 5−Investment in Unconsolidated Subsidiary

During the period January 1 through November 1, 2020, the Company had a 50% unconsolidated investment in MedSite Health Management, LLC ("MedSite Health"), a healthcare management company.

At November 2, 2020, the owners of MedSite Health agreed to dissolve the entity. As a result of the dissolution, the Company recognized a $200,270 loss for the period January 1 through November 1, 2020.

Note 6−Variable Interest Entity

As discussed in Note 2 to the consolidated financial statements, Healthstat Wellness was determined to be a VIE of Healthstat and has been included in the consolidated financial statement presentation.

The creditors and beneficial interest holders of the Healthstat Wellness have no recourse against the assets or general credit of the Company or its subsidiaries.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 1, 2020

Note 7 –Line of Credit

Line of Credit

In December 2015, the Company entered into a line of credit agreement with a bank. The line of credit has a limit of $5,500,000 that was renewed through December 11, 2020. The interest rate on the outstanding balance is calculated at the adjusted one-month LIBOR rate plus 2.25%. In May 2020, the Company modified the credit agreement to increase the limit to $7,500,000. The line of credit had an outstanding balance of $7,012,813 at November 1, 2020.

The revolving line of credit is secured by substantially all business assets. Borrowing under the line of credit is subject to certain financial and nonfinancial covenants and restrictions, of which the Company was in compliance as of November 1, 2020.

Interest expense was $65,438 for the period January 1 through November 1, 2020.

NOTE 8–Accrued Liabilities

The following is the detail of other accrued liabilities of the Company as of November 1, 2020:

Accrued transaction expenses	$3,283,635
Accrued compensation	2,471,584
Insurance accrual	512,992
Other	311,275
Total	$6,579,486

Transaction expenses were related to the Acquisition.

Note 9–Commitments and Contingencies

Operating Leases

The Company leases office space and office equipment under operating lease agreements through June 2026. The expense related to these leases was $1,196,472 for the period January 1 through November 1, 2020.

Future minimum lease payments under operating leases are as follows:

Periods	
November 1, 2020 through December 31, 2020	$186,823
2021	1,152,447
2022	1,158,041
2023	1,145,030
2024	1,151,074
2025	1,037,855
2026 and thereafter	517,129
	$6,348,399

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 1, 2020

Performance Equity Agreement

During 2018, the Company entered into performance equity agreements with certain executives to compensate them upon a change of control. As of November 1, 2020, the Company has not recognized a liability as a change of control had not been effectuated. Under the terms of the Acquisition described in Note 14, Everside is responsible for funding the compensation related to these agreements in an amount of $12.9 million as part of the consideration to acquire the Company.

Litigation

The Company is involved in disputes and legal actions arising in the ordinary course of business. While it is not feasible to predict or determine the outcome of these proceedings, in Management' s opinion, none of these disputes or legal actions are expected to have a material impact on results.

Note 10−Stockholders' Equity

The aggregate number of shares the Company shall have the authority to issue is 210,000 shares of Class A voting common stock and 100,000 shares of Class B nonvoting common stock. Other than the right to vote, in all other respects, the powers, preferences, rights, limitations and restrictions on Class A and Class B shares are identical.

Note 11−Defined Contribution Plan

The Company has a 401(k) plan covering substantially all of its employees. Retirement plan expense represents the contributions to and administrative costs of the plan. Company contributions for the period January 1 through November 1, 2020 were $510,172.

Note 12−Concentration of Credit Risk

Financial instruments that potentially subject us to a concentration of credit risk consist of cash and accounts receivable. The Company places its cash on deposit with financial institutions in the United States of America. The Federal Deposit Insurance Corporation covers $250,000 for substantially all depository accounts. The Company from time to time may have amounts on deposit in excess of the insured limits.

The Company provides services to customers located throughout the United States. The Company performs ongoing credit evaluations of customers and generally does not require collateral. Concentrations of credit with respect to trade accounts receivable are limited as its customers are dispersed across different geographic locations.

There are no customers that account for 10% or more of revenue or accounts receivable.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
NOVEMBER 1, 2020

Note 13–Income Taxes

The following is a summary of the provision for income taxes for the period January 1 through November 1, 2020:

	Period Ended November 1, 2020
Current tax expense	$61
Deferred tax benefit	(4,109,276)
Tax benefit	$(4,109,215)

A reconciliation of the statutory U.S. income tax rate to the effective income tax rate is as follows:

	Period from January 1, 2020 through November 1, 2020
U.S. Federal tax (benefit) expense at statutory rate	21.00 %
State tax (benefit) income taxes, net of federal benefit	12.12 %
Permanent differences	-0.36 %
Return to provision	5.77 %
Transaction costs	-6.18 %
Transaction bonus	61.88 %
Other	0.05 %
Effective income tax rate	94.28 %

The Company' s deferred income tax assets (liabilities) consists of the following as of November 1, 2020:

Deferred tax assets:	
Accounts receivable, net	$130,734
Accrued expenses	735,025
Unearned revenue	54,201
Net operating loss	3,692,056
Total deferred tax assets	$4,612,016
Deferred tax liabilities:	
Cash to accrual adjustment	(532,934)
Prepaid expenses	(10,037)
Property and equipment	(257,642)
Net deferred tax asset (liability)	$3,811,403

As of December 31, 2020 the Company had $14,703,784 and $10,583,983, respectively, of federal and state net operating loss carryforwards. The federal net operating loss can be carried forward indefinitely, but can only offset 80% of future taxable income in years after 2020. The state net operating losses begin expiring in 2024, if not utilized.

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax

assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. All available evidence, both positive and negative, is carefully considered in determining if a deferred tax asset related to temporary differences or operating loss carryforwards is realizable. Despite the current year book loss the Company generated taxable income. In prior years the Company has generated taxable income and anticipates doing so in the future. As of November 1, 2020, the Company has determined, based on all available evidence, that no valuation allowance is needed.

The Company files income tax returns in the United States on federal basis and various states. The Company is not currently under any federal, state or local income tax examinations for any taxable years. The tax year of 2019 remains open to tax examination for both federal and state.

Note 14–Subsequent Events

On November 2, 2020 (“Closing Date”), Everside acquired 100% of the outstanding equity of Healthstat pursuant to the Stock Purchase Agreement dated October 7, 2020 (the “Acquisition”). The total purchase price was $121.0 million, and the fair value of consideration was $116.5 million, which includes $64.0 million cash paid, $22.5 million of equity, $29.5 million of contingent consideration based on the achievement of certain revenue metrics and $0.5 million of working capital adjustments.

HEALTHSTAT, INC.

REPORT OF INDEPENDENT AUDITOR

To the Stockholders
Healthstat, Inc.
Charlotte, North Carolina

We have audited the accompanying consolidated financial statements of Healthstat, Inc., which comprise the consolidated balance sheet as of December 31, 2019, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management' s Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor' s Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor' s judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity' s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity' s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Healthstat, Inc. as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matters

As discussed in Note 13, in January 2020, the World Health Organization has declared COVID-19 to constitute a "Public Health Emergency of International Concern." Given the uncertainty of the situation, the duration of any business disruption and related financial impact cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.

As discussed in Note 13 to the consolidated financial statements, on November 2, 2020, Everside Health Group, Inc. acquired 100% of the outstanding equity of Healthstat, Inc. Our opinion is not modified with respect to this matter.

/s/ Cherry Bekaert LLP

Charlotte, North Carolina
May 14, 2021

HEALTHSTAT, INC.

CONSOLIDATED BALANCE SHEET

DECEMBER 31, 2019

ASSETS	
Current Assets:	
Cash	$464,654
Accounts receivable, net	10,750,465
Prepaid expenses	807,335
Total Current Assets	12,022,454
Property and equipment, net	836,406
Other Assets:	
Ownership interest in investee company	400,270
Total Assets	$13,259,130
LIABILITIES AND STOCKHOLDERS' EQUITY	
Current Liabilities:	
Accounts payable	$2,810,545
Accrued expenses	7,092,438
Income taxes payable	7,711
Unearned income	565,125
Deferred income tax liability, net	297,868
Total Liabilities	10,773,687
Stockholders' Equity:	
Class A, voting common stock, no par value, 210,000 shares authorized, 3,943 shares issued and outstanding as of December 31, 2019	232,301
Class B, nonvoting common stock, no par value, 100,000 shares authorized, 50 shares issued and outstanding	100
Retained earnings	2,253,042
Total Stockholders' Equity	2,485,443
Total Liabilities and Stockholders' Equity	$13,259,130

HEALTHSTAT, INC.

CONSOLIDATED STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2019

Service revenue	$75,427,661
Cost of services	46,230,456
Gross Profit	29,197,205
General and administrative expenses	
	35,200,377
Operating Loss	–
	(6,003,172)
Other Income (Expense):	
Interest income (expense)	30,028
Equity income–share of investee company income	34,546
Loss on disposal of property and equipment	(5,330)
Total Other Income	59,244
Loss before income taxes	(5,943,928)
Income tax expense	(305,579)
Net Loss	$(6,249,507)

HEALTHSTAT, INC.

CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

YEAR ENDED DECEMBER 31, 2019

	Class A Common Stock	Class B Common Stock	Retained Earnings	Total
Balance, December 31, 2018	$232,301	$ 100	$9,431,968	$9,664,369
Net loss	–	–	(6,249,507)	(6,249,507)
Distributions	–	–	(929,419)	(929,419)
Balance, December 31, 2019	$232,301	$ 100	$2,253,042	$2,485,443

HEALTHSTAT, INC.

CONSOLIDATED STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2019

Cash flows from operating activities:	
Net loss	$(6,249,507)
Adjustments to reconcile net loss to net cashflows from operating Depreciation activities:	663,117
Loss on disposal of property and equipment	5,330
Share of investee company income	(34,548)
Change in allowance for doubtful accounts	1,903
Deferred income taxes	297,868
Changes in:	
Accounts receivable	(1,401,572)
Prepaid expenses	(69,167)
Accounts payable	1,755,384
Accrued expenses	3,149,409
Income tax payable	7,711
Unearned income	112,413
Net cash flows from operating activities	(1,761,659)
Cash flows from investing activities:	
Purchases of property and equipment	(410,607)
Cash flows from financing activities:	
Distributions to stockholders	(929,419)
Net change in cash	(3,101,685)
Cash, beginning of year	3,566,339
Cash, end of year	$464,654

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 1−Organization

Healthstat, Inc. (“Healthstat”) provides on-site primary care, high health risk, and disease management services in employer facilities throughout the United States of America. Healthstat is located in Charlotte, North Carolina.

Note 2−Summary of significant accounting policies

Basis of Presentation – The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Principles of Consolidation – The consolidated financial statements present the financial position of Healthstat, Inc. and Healthstat Wellness, Inc. (“Healthstat Wellness”) (collectively, the “Company”).

The Financial Accounting Standards Board (“FASB”) has issued an accounting principle discussing Consolidation of Variable Interest Entities (“VIE”) which addresses consolidation by business enterprises of variable interest entities.

Healthstat Wellness was formed due to states adopting a strict corporate practice of medicine, requiring medical services to be offered by a professional entity, rather than a corporate entity. Healthstat Wellness is considered a VIE of the Company and has been included in the consolidated financial statements. A reporting company is required to consolidate a VIE as its primary beneficiary, which means it has a controlling financial interest, when it has both the power to direct the activities of the VIE that most significantly impact the VIE’ s economic performance, and the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. An entity is considered to be a VIE when its total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support, or its equity investors, as a group, lack the characteristics of having a controlling financial interest. The determination of whether a company is required to consolidate an entity is based on, among other things, an entity’ s purpose and design and a company’ s ability to direct the activities of the entity that most significantly impact the entity’ s economic performance.

Significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates – The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Cash and Cash Equivalents – The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts Receivable, Net – Accounts receivable consists of trade accounts receivable and are stated net of an allowance for doubtful accounts, if necessary. Credit is extended to customers after an evaluation of the customer’ s financial condition. Generally, collateral is not required as a condition of credit extension. Management’ s determination of the allowance for doubtful accounts is based on specific identification. Accounts receivable are written off when, in the opinion of management, such receivables are deemed to be uncollectible. While management uses the best information available to make such evaluations, future adjustments to the

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2–Summary of significant accounting policies (continued)

allowance may be necessary if conditions differ substantially from the assumptions used in making the evaluations. As of December 31, 2019, the allowance for doubtful accounts was $75,719.

Property and Equipment, Net – Property and equipment are stated at cost less accumulated depreciation. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When assets are sold or retired, the related cost and accumulated depreciation are removed from the accounts, and any gain or loss is included in income. Depreciation is computed using the straight-line method for financial reporting purposes. The estimated useful lives of property and equipment range from three to seven years.

Income Taxes – Effective June 27, 2019, the stockholders of the Company elected to convert from having its income taxed under Section 1362 of the Internal Revenue Code S corporation to a C corporation. Consequently, beginning for fiscal year 2019, the Company will pay all income tax for federal and state income tax purposes. Deferred income tax assets and liabilities are recorded for the temporary differences between financial statement and income tax bases of the taxable entity' s assets and liabilities using the enacted income tax rates in effect during the years in which differences are expected to reverse. Valuation allowances are established when necessary to reduce the deferred income tax assets to the amount expected to be realized.

The Company evaluated its tax positions and determined it has no uncertain tax positions as of December 31, 2019.

Advertising – Advertising costs are expensed as incurred. Advertising expense for the year ended December 31, 2019 was $119,512.

Equity Interest in Joint Venture – Investee companies that are not consolidated but over which the Company exercises significant influence are accounted for under the equity method of accounting. Whether or not the Company exercises significant influence with respect to an investee depends on an evaluation of several factors including, among others, representation on the investee company' s Board of Directors and ownership level, which is generally a 20% to 50% interest in the voting securities of the investee company. Under the equity method of accounting, an investee company' s accounts are not reflected within the Company' s consolidated balance sheet and statement of operations; however, the Company' s share of the earnings or losses of the investee company is reflected in the caption Equity income – share of investee company income in the consolidated statement of operations. The Company' s carrying value in an equity method investee company is reflected in the caption ownership interest in investee company in the Company' s consolidated balance sheet.

When the Company' s carrying value in an equity method investee company is reduced to zero, no further losses are recorded in the Company' s consolidated financial statements unless the Company guaranteed obligations of the investee company or has committed additional funding. When the investee company subsequently reports income, the Company will not record its share of such income until it equals the amount of its share of losses not previously recognized.

Unearned Income – Unearned income is related to client deposits. Client deposits are deposits that are collected prior to beginning the customer relationship and held through the duration of the customer contract. Client deposits are applied as credits to offset charges that occur at the end of a customer' s contract.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2–Summary of significant accounting policies (continued)

Impairment of Long-Lived Assets – The Company reviews the carrying value of its long-lived assets, whether held for use or disposal, including other identifiable intangible assets, when events and circumstances indicate the carrying amount of an asset may not be recoverable based on expected, undiscounted cash flows attributable to that asset. The amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset.

Revenue Recognition – Accounting Standard Codification Topic 606, Revenue from Contracts with Customers ("ASC 606"), is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The Company adopted ASC 606 on January 1, 2019. The Company applied the standard using the modified retrospective method. The cumulative effect of the adoption did not have a material effect on the consolidated balance sheet at December 31, 2019 and the consolidated statement of operations and changes in stockholders' equity for the year then ended.

The Company' s primary revenue stream is providing onsite primary care, high health risk, and disease management services in employer facilities throughout the United States of America. The agreement for the provision of services is unique to each customer and generally consists of several services that have the same pattern of transfer. The nature of the promise is generally the same each month and, therefore, the same measure of progress is applied to each distinct service period. As such, all criteria in the series guidance are met and the performance obligation is a series.

The Company applies the following five steps to recognize revenue in accordance with ASC 606:

1) *Identify the Contract with a Customer* – Due to the nature of the Company' s different revenue streams, the form of a contract will vary by service, customer type, state regulatory considerations, and customer size. Contract terms could be described in any combination of the following: A response to a formal request for proposal, a Health Risk Management Agreement, contract, purchase order, or invoice.

2) *Identify the Performance Obligations in the Contract* – The Company' s performance obligations are stated within the contract and generally are related to the service, customer type, state regulatory considerations, and customer size.

3) *Determine the Transaction Price* – The Company determines transaction price based upon the agreed upon price at the contract date.

4) *Allocate the Transaction Price to Performance Obligations in the Contract* – When a contract contains a single performance obligation, the entire transaction price is allocated to that one performance obligation. Generally, the contract is comprised of one combined performance obligation series, the total will be allocated entirely to one performance obligation, and no estimation of transaction stand-alone selling price is necessary. Where multiple performance obligations occur, management allocated variable consideration to the specific performance obligations where they are priced at their stand-alone selling price. For the majority of the contracts, as the contract has resulted from an open market process, management has determined these transactions are priced at stand-alone selling price.

5) *Recognize Revenue When or as the Performance Obligation is Satisfied* – For the majority of the Company' s contracts, there is a combination of a series of performance obligations which are priced at their stand-alone selling price. In those instances, revenue should be recognized over time which would approximate the as invoiced method.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2–Summary of significant accounting policies (continued)

Where a contract incorporates a setup fee, one off contractual costs, or fixed charges associated with the setup of the contract which do not relate to a distinct performance obligation, these charges should be recognized over the life of the contract.

Upcoming Pronouncement – Leases – In February 2016, FASB issued Accounting Standards Update ("ASU") 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the consolidated balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the consolidated statement of operations. The new guidance is effective for annual reporting periods beginning after December 15, 2021. The Company is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Note 3–Property and Equipment, Net

Property and equipment, net, are summarized by major classifications at December 31, 2019 as follows:

Computer equipment	$1,889,655
Medical equipment	7,112
Office furniture and equipment	544,389
Software	892,803
	3,333,959
Less accumulated depreciation	(2,497,553)
Property and equipment, net	$836,406

Depreciation expense was $663,117 for the year ended December 31, 2019.

Note 4–Line of Credit

In December 2015, the Company entered into a line of credit agreement with a bank. The line of credit has a limit of $5,500,000 that was renewed through December 11, 2020. The interest rate on the outstanding balance is calculated at the adjusted one-month LIBOR rate plus 2.25%. The line of credit had no outstanding balance at December 31, 2019.

The revolving line of credit is secured by substantially all business assets. Borrowing under the line of credit is subject to certain financial and nonfinancial covenants and restrictions.

Interest expense was $-0- for the year ended December 31, 2019.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 5–Equity in net assets of affiliate

The Company' s investment in and advances to joint venture at December 31, 2019 consists of its 50% investment in MedSite Health Management, LLC ("MedSite Health"), a healthcare management company. The ending balance of the Company' s investment as of December 31, 2019 was $400,270. Condensed financial information for MedSite Health is as follows:

	December 31, 2019 (unaudited)
Assets	$ 939,823
Liabilities	189,281
Equity	$ 750,542

	Year Ended December 31, 2019 (unaudited)
Revenues	$ 2,004,836
Expenses	1,935,732
Net income	$ 69,104

Note 6–Variable interest entity

As discussed in Note 2, Healthstat Wellness was determined to be a VIE of Healthstat and has been included in the consolidated financial statement presentation. Condensed financial information for Healthstat Wellness is as follows:

	December 31, 2019 (unaudited)
Assets	$ 473,646
Liabilities	321,131
Equity	$ 152,515

	Year Ended December 31, 2019 (unaudited)
Revenues	$ 5,377,487
Expenses	5,153,202
Net income	$ 224,285

Note 7–Operating leases

The Company leases office space and office equipment under operating lease agreements through June 2026. The expense related to these leases was $997,052 for the year ended December 31, 2019.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 7–Operating leases (continued)

Future minimum lease payments under operating leases are as follows:

Years Ending December 31,	
2020	$848,496
2021	839,264
2022	769,603
2023	781,234
2024 and thereafter	203,979
	$3,442,576

Note 8–Stockholders' equity

The aggregate number of shares the Company shall have the authority to issue is 210,000 shares of Class A voting common stock and 100,000 shares of Class B nonvoting common stock. Other than the right to vote, in all other respects, the powers, preferences, rights, limitations, and restrictions on Class A and Class B shares are identical.

Note 9–Defined contribution plan

The Company has a 401(k) plan covering substantially all of its employees. Retirement plan expense represents the contributions to and administrative costs of the plan. Company contributions for the year ended December 31, 2019 were $687,879.

Note 10–Concentration of credit risk

The Company places its cash on deposit with financial institutions in the United States of America. The Federal Deposit Insurance Corporation covers $250,000 for substantially all depository accounts. The Company from time to time may have amounts on deposit in excess of the insured limits.

The Company provides services to customers located throughout the United States. The Company performs ongoing credit evaluations of customers and generally does not require collateral. Concentrations of credit with respect to trade accounts receivable are limited as its customers are dispersed across different geographic locations.

Note 11–Income taxes

The following is a summary of the provision for income taxes for the year ended December 31, 2019:

Current position	$7,711
Deferred tax expense	297,868
Tax provision	$305,579

As mentioned in Note 2, the Company converted from a S corporation to a C corporation. The impact of this conversation was $1,315,893 to the tax provision.

HEALTHSTAT, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 11−Income taxes (Continued)

The Company' s deferred income tax assets (liabilities) consists of the following at December 31, 2019:

Deferred tax assets:	
Accounts receivable, net	$76,990
Accrued expenses	565,883
Unearned revenue	72,518
Net operating loss	329,002
Total deferred tax assets	1,044,393
Deferred tax liabilities:	
Cash to accrual adjustment	(992,411)
Prepaid expenses	(163,277)
Property and equipment	(186,573)
Net deferred tax liability	$(297,868)

In assessing the realization of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. All available evidence, both positive and negative, is carefully considered in determining if a deferred tax asset related to temporary differences or operating loss carryforwards is realizable. Despite the current year book loss, the Company generated taxable income. In prior years the Company has generated taxable income and anticipates doing so in the future. As of December 31, 2019, the Company has determined, based on all available evidence, no valuation allowance is needed.

Note 12−Related party

A clinic operated by a shareholder of the Company provided leased employees to the Company in the amount of $14,143 for the year ended December 31, 2019. The Company had accounts payable due to this clinic of $48,595 as of December 31, 2019. The Company had accounts receivable due from MedSite Health of $9,307 as of December 31, 2019.

During 2018, Healthstat entered into a promissory note agreement with Healthstat Wellness in the amount of $750,000, payable in interest only payments on December 31 of each year the loan is outstanding, with interest accruing at 2.45% above the one-month LIBOR rate of Wells Fargo Bank, N.A. This promissory note agreement has been eliminated in consolidation.

Note 13−Subsequent events

The Company has evaluated subsequent events through May 14, 2021, in connection with the preparation of these consolidated financial statements, which is the date the consolidated financial statements were available to be issued.

Toward the end of December 2019, an outbreak of a novel strain of coronavirus ("COVID-19") emerged globally. There have been mandates from federal, state, and local authorities requiring forced closures of non-essential businesses, which could negatively impact the Company' s business. Although it is not possible to reliably estimate the length or severity of this outbreak and hence its financial impact, any significant reduction in customer visits to, and spending at, the Company' s sites caused by COVID-19 would result in a loss of sales and profits and other material, adverse effects.

On November 2, 2020, Everside Health Group, Inc. acquired 100% of the outstanding equity of Healthstat. Inc. pursuant to a stock purchase agreement dated October 7, 2020. The total purchase price was $121.0 million.

Shares

Common Stock

PROSPECTUS

Morgan Stanley *J.P. Morgan* *Goldman Sachs & CO. LLC* *BofA Securities* *William Blair*

2021

Until , 2021, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all expenses to be paid by the registrant, other than underwriting discounts and commissions, upon the completion of this offering. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and the Stock Exchange listing fee.

	Amount to be Paid
SEC registration fee	$ 10,910
FINRA filing fee	14,850
Stock Exchange listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous expenses	*
Total	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the DGCL provides that a Delaware corporation may indemnify any persons who were, are or are threatened to be made parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as an officer, director, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation' s best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were, are or are threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation' s best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) actually and reasonably incurred.

The registrant' s charter and bylaws, provide for the indemnification of its directors and officers to the fullest extent permitted under the DGCL. Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for any:

transaction from which the director derives an improper personal benefit;

act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;

unlawful payment of dividends or redemption of shares; or

breach of a director' s duty of loyalty to the corporation or its stockholders.

The registrant' s charter includes such a provision. Expenses incurred by any officer or director in defending any such action, suit or proceeding in advance of its final disposition shall be paid by the registrant upon delivery to it of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the registrant.

Section 174 of the DGCL provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The registrant' s policy is to enter into separate indemnification agreements with each of its directors and officers that provide the maximum indemnity allowed to directors and executive officers by Section 145 of the DGCL and also to provide for certain additional procedural protections. The registrant also maintains directors and officers insurance to insure such persons against certain liabilities.

These indemnification provisions and the indemnification agreements entered into between the registrant and its officers and directors may be sufficiently broad to permit indemnification of the registrant' s officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act of 1933, as amended.

The underwriting agreement to be filed as Exhibit 1.1 to this registration statement will provide for indemnification by the underwriters of the registrant and its officers and directors for certain liabilities arising under the Securities Act and otherwise.

Item 15. Recent Sales of Unregistered Securities.

Since January 1, 2018, the registrant made sales of the following unregistered securities:

In June 2018, the registrant issued 100 shares of the registrant' s common stock, par value $0.0001 per share, to Everside Health Holdings, LLC (formerly NEAPH Holdings, LLC), such that the registrant was a wholly-owned subsidiary of Everside Health Holdings, LLC. The issuance of such shares of common stock was not registered under the Securities Act because the shares were offered and sold in a transaction exempt from registration under Section 4(a)(2) of the Securities Act.

In December 2018, the registrant issued 111.201 shares of the registrant' s common stock to Everside Health Holdings, LLC in connection with the acquisition of Activate Healthcare, LLC;

In November 2020, the registrant issued 80.7256 shares of the registrant' s common stock to Everside Health Holdings, LLC in connection with the acquisition of Healthstat, Inc.; and

In July 2021, the registrant issued 1.6490 shares of the registrant' s common stock to Everside Health Holdings, LLC in connection with the acquisition of R-Health, Inc.

The issuance of such shares of common stock in the foregoing transactions were not registered under the Securities Act because the shares were offered and sold in a transaction exempt from registration under Section 4(a)(2) of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

EXHIBIT INDEX

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Certificate of Incorporation of the Registrant, as currently in effect.
3.1.1	First Certificate of Amendment to Certificate of Incorporation of Registrant.
3.1.2	Second Certificate of Amendment to Certificate of Incorporation of Registrant.
3.2	Form of Amended and Restated Certificate of Incorporation of the Registrant (to be effective immediately prior to the consummation of this offering).
3.3	By-laws of the Registrant, as currently in effect.
3.4	Form of Amended and Restated By-laws of the Registrant (to be effective immediately prior to the consummation of this offering).
4.1	Specimen Common Stock Certificate.
4.2*	Form of Registration Rights Agreement.
5.1*	Opinion of Goodwin Procter LLP.
10.1*#	2021 Stock Option and Incentive Plan, and forms of award agreements thereunder.
10.2*#	2021 Employee Stock Purchase Plan.
10.3*#	Senior Executive Cash Incentive Bonus Plan.
10.4*#	Non-Employee Director Compensation Policy.
10.5*	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.
10.6	1400 Wewatta Office Lease Agreement, by and between Wewatta and Wynkoop PT, LLC and Paladina Health, LLC, dated as of November 12, 2018.
10.7#	Employment Agreement, by and between Christopher Miller and Paladina Health, LLC, dated as of May 24, 2018.
10.8#	Employment Agreement, by and between Tobias Barker, M.D. and Paladina Health, LLC, dated as of October 18, 2018.
10.9#	Offer Letter, by and between Gaurov Dayal and Paladina Health, LLC, dated as of November 1, 2020.
10.10#	Offer Letter, by and between Neil Flanagan and Paladina Health, LLC, dated as of July 17, 2020.
10.11#	Offer Letter, by and between Heather Dixon and Everside Health Holdings, LLC, dated as of May 12, 2021.
10.12	Loan and Security Agreement, by and between Comerica Bank, Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C. and Paladina Health Medical Group PC, dated as of June 27, 2018.
10.13	First Amendment to Loan and Security Agreement, by and between Comerica Bank, Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C., Paladina Health Medical Group PC and Activate Healthcare LLC, dated as of May 31, 2019.

Exhibit Number	Description
10.14	Second Amendment and Waiver to Loan and Security Agreement, by and between Comerica Bank, Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C., Paladina Health Medical Group PC and Activate Healthcare LLC, dated as of April 20, 2020.
10.15	Third Amendment and Joinder to Loan and Security Agreement, by and between Comerica Bank, Everside Health, LLC (formerly Paladina Health, LLC), Paladina Medical Group of New Jersey, P.C., Paladina Health Medical Group PC, Activate Healthcare LLC, Healthstat, Inc., Gateway Direct Primary Care JV, LLC, Healthstat Wellness, Inc., Paladina Medical Group of California, Professional Corporation and Paladina DPC Holding Co., LLC, dated as of March 25, 2021.
10.16	Fourth Amendment and Joinder to Loan and Security Agreement, by and between Comerica Bank, Everside Health, LLC (formerly Paladina Health, LLC), Paladina Medical Group of New Jersey, P.C., Paladina Health Medical Group PC, Activate Healthcare LLC, Healthstat, Inc., Gateway Direct Primary Care JV, LLC, Healthstat Wellness, Inc., Paladina Medical Group of California, Professional Corporation, Paladina DPC Holding Co., LLC, and R-Health, Inc., dated as of July 12, 2021.
10.17	Stock Purchase Agreement, by and among Paladina DPC Holding Co., LLC, Paladina Health Holdings, LLC, Healthstat, Inc., Healthstat Wellness, Inc., Dr. Robert Eric Hart, the sellers named therein, and HSSR LLC as the sellers' representative, dated October 7, 2020.
10.18	Management Consulting Agreement, by and between Paladina Health LLC and NEA Management Company LLC, dated June 1, 2018.
10.19	Amendment to Management Consulting Agreement, by and between Everside Health LLC and NEA Management Company LLC, dated May 5, 2021.
21.1	Subsidiaries of the Registrant.
23.1	Consent of KPMG LLP, independent registered public accounting firm as to Everside Health Group, Inc.
23.2	Consent of KPMG LLP, independent registered public accounting firm as to Healthstat, Inc.
23.3	Consent of Cherry Bekaert LLP.
23.4*	Consent of Goodwin Procter LLP (included in Exhibit 5.1).
24.1	Power of Attorney (included on the signature page hereto).

* To be included by amendment.
\# Indicates a management contract or any compensatory plan, contract or arrangement.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification

is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Denver, Colorado on July 16, 2021.

Everside Health Group, Inc.

By: /s/ Christopher T. Miller
Christopher T. Miller
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher T. Miller as his true and lawful attorney-in-fact and agent with full power of substitution, for him in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) under the Securities Act of 1933 increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy, and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact, proxy and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Christopher T. Miller Christopher T. Miller	Chief Executive Officer and Director (Principal Executive Officer)	July 16, 2021
/s/ Heather Dixon Heather Dixon	Chief Financial Officer (Principal Accounting and Financial Officer)	July 16, 2021
Joseph Mello	Director	
/s/ Anthony Gabriel Anthony Gabriel	Director	July 16, 2021
/s/ Peter Hudson Peter Hudson	Director	July 16, 2021
/s/ John Nehra John Nehra	Director	July 16, 2021

Signature	Title	Date
/s/ Andrew Adams Andrew Adams	Director	July 16, 2021
/s/ Mohamad Makhzoumi Mohamad Makhzoumi	Director	July 16, 2021
/s/ Kavita Patel Kavita Patel	Director	July 16, 2021
/s/ Sara Lewis Sara Lewis	Director	July 16, 2021
/s/ Wouleta Ayele Wouleta Ayele	Director	July 16, 2021
/s/ Michael Strautmanis Michael Strautmanis	Director	July 16, 2021

Exhibit 3.1

CERTIFICATE OF INCORPORATION

OF

NEAPH ACQUISITIONCO, INC.

FIRST: The name of this corporation shall be: NEAPH Acquisitionco, Inc.

SECOND: Its registered office in the State of Delaware is to be located at:

1209 Orange Street, in the City of Wilmington, County of New Castle, 19801, and its registered agent at such address is: The Corporation Trust Company.

THIRD: The purpose or purposes of the corporation shall be:

To carry on any and all business and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which this corporation is authorized to issue is:

One Hundred (100) shares of Common Stock, par value $0.0001 per share.

FIFTH: The name and mailing address of the sole incorporator is as follows:

NAME	MAILING ADDRESS
Rajah Husain	c/o Goodwin Procter LLP 620 Eighth Avenue New York, NY 10018

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

SEVENTH: Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

EIGHTH: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director' s duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware

General Corporation Law is amended after the effective date of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware. No amendment, modification or repeal of this Article EIGHTH shall adversely affect the rights and protection afforded to a director of the corporation under this Article EIGHTH for acts or omissions occurring prior to such amendment, modification or repeal.

NINTH: The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and to add or insert other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article NINTH.

TENTH: The corporation shall, to the fullest extent permitted by applicable law, indemnify any persons made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate was a director or officer of the corporation or any predecessor of the corporation, or services or served in any other enterprise as a director or officer at the request of the corporation or any predecessor to the corporation. No amendment to or repeal of this Article TENTH shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

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IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed, and acknowledged this Certificate of Incorporation this 11th day of May, 2018.

/s/ Rajah Husain

Rajah Husain
Incorporator

Exhibit 3.1.1

CERTIFICATE OF AMENDMENT TO
THE CERTIFICATE OF INCORPORATION OF NEAPH ACQUISITIONCO, INC.

The undersigned does hereby certify on behalf of NEAPH Acquisitionco, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, as follows:

DOES HEREBY CERTIFY:

FIRST: That the name of this Corporation is NEAPH Acquisitionco, Inc. and that this Corporation was originally incorporated pursuant to the General Corporation Law on May 11, 2018 under the name "NEAPH Acquisitionco, Inc."

SECOND: That the Board of Directors of the Corporation adopted resolutions setting forth a proposed amendment to the Certificate of Incorporation of the Corporation (the "Certificate"), declaring said amendment to be advisable and in the best interests of the Corporation and its stockholders and authorizing the appropriate officers of the Corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment is as follows:

RESOLVED, that Article Fourth of the Certificate be amended and restated in its entirety to read as follows:

"The total number of shares of stock which this corporation is authorized to issue is:

Ten Thousand (10,000) shares of Common Stock, par value $0.0001 per share."

THIRD: That thereafter said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law by written consent of the stockholders holding the requisite number of shares required by statute given in accordance with and pursuant to Section 228 of the General Corporation Law.

* * * * * * * *

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to the Corporation' s Certificate of Incorporation to be signed by its Chief Executive Officer this 21st day of December, 2018.

By: /s/ Christopher T. Miller
Christopher T. Miller
Chief Executive Officer

Exhibit 3.1.2

CERTIFICATE OF AMENDMENT OF
THE CERTIFICATE OF INCORPORATION OF
NEAPH ACQUISITIONCO, INC.

The undersigned, Christopher T. Miller, hereby certifies that:

1. He is the duly elected Chief Executive Officer of NEAPH Acquisitionco, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation").

2. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on May 11, 2018 under the name NEAPH Acquisitionco, Inc.

3. Pursuant to Section 242 of the Delaware General Corporation Law, this Certificate of Amendment of the Certificate of Incorporation, hereby amends and restates ARTICLE FIRST of the Certificate of Incorporation of the Corporation, to read in its entirety as follows:

"The name of this corporation shall be: Everside Health Group, Inc."

4. The foregoing Certificate of Amendment has been duly adopted by the Corporation' s Board of Directors and stockholders in accordance with the applicable provisions of Sections 141, 228 and 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of the Certificate of Incorporation on this 10th day of May, 2021.

/s/ Christopher T. Miller
Christopher T. Miller
Chief Executive Officer

Exhibit 3.2

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

EVERSIDE HEALTH GROUP, INC.

Everside Health Group, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Everside Health Group, Inc. The date of the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was May 11, 2018 (the "Original Certificate"). The name under which the Corporation filed the Original Certificate was NEAPH Acquisitionco, Inc.

2. This Amended and Restated Certificate of Incorporation (the "Certificate") amends, restates and integrates the provisions of the Original Certificate that was filed with the Secretary of State of the State of Delaware on May 11, 2018, and was duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL").

3. The text of the Original Certificate is hereby amended and restated in its entirety to provide as herein set forth in full.

ARTICLE I

The name of the Corporation is Everside Health Group, Inc.

ARTICLE II

The address of the Corporation' s registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is Five Hundred Twenty Million (520,000,000) shares, of which (i) Five Hundred Million (500,000,000) shares shall be a class designated as common stock, par value $0.0001 per share

(the "Common Stock"), and (ii) Twenty Million (20,000,000) shares shall be a class designated as undesignated preferred stock, par value $0.0001 per share (the "Undesignated Preferred Stock").

Except as otherwise provided in any certificate of designations of any series of Undesignated Preferred Stock, the number of authorized shares of the class of Common Stock or Undesignated Preferred Stock may from time to time be increased or decreased (but not below the number of shares of such class outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation irrespective of the provisions of Section 242(b)(2) of the DGCL.

The powers, preferences and rights of, and the qualifications, limitations and restrictions upon, each class or series of stock shall be determined in accordance with, or as set forth below in, this Article IV.

A. COMMON STOCK

Subject to all the rights, powers and preferences of the Undesignated Preferred Stock and except as provided by law or in this Certificate (or in any certificate of designations of any series of Undesignated Preferred Stock):

(a) the holders of the Common Stock shall have the exclusive right to vote for the election of directors of the Corporation (the "Directors") and on all other matters requiring stockholder action, each outstanding share entitling the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate (or on any amendment to a certificate of designations of any series of Undesignated Preferred Stock) that alters or changes the powers, preferences, rights or other terms of one or more outstanding series of Undesignated Preferred Stock if the holders of such affected series of Undesignated Preferred Stock are entitled to vote, either separately or together with the holders of one or more other such series, on such amendment pursuant to this Certificate (or pursuant to a certificate of designations of any series of Undesignated Preferred Stock) or pursuant to the DGCL;

(b) dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends, but only when and as declared by the Board of Directors or any authorized committee thereof; and

(c) upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock.

B. UNDESIGNATED PREFERRED STOCK

The Board of Directors or any authorized committee thereof is expressly authorized, to the fullest extent permitted by law, to provide by resolution or resolutions for, out of the unissued shares of Undesignated Preferred Stock, the issuance of the shares of

Undesignated Preferred Stock in one or more series of such stock, and by filing a certificate of designations pursuant to applicable law of the State of Delaware, to establish or change from time to time the number of shares of each such series, and to fix the designations, powers, including voting powers, full or limited, or no voting powers, preferences and the relative, participating, optional or other special rights of the shares of each series and any qualifications, limitations and restrictions thereof.

ARTICLE V

STOCKHOLDER ACTION

1. Action without Meeting. Any action required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders and may not be taken or effected by a written consent of stockholders in lieu thereof. Notwithstanding anything herein to the contrary, the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote thereon, and the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of this Article V, Section 1.

2. Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock, special meetings of the stockholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office, and special meetings of stockholders may not be called by any other person or persons. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation.

ARTICLE VI

DIRECTORS

1. General. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided herein or required by law.

2. Election of Directors. Election of Directors need not be by written ballot unless the By-laws of the Corporation (the "By-laws") shall so provide.

3. Number of Directors; Term of Office. The number of Directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The Directors, other than those who may be elected by the holders of any series of Undesignated Preferred Stock, shall be classified, with respect to the term for which they severally hold office, into three classes. The initial Class I Directors of the Corporation shall be John Nehra, Peter Hudson, MD and Anthony Gabriel; the initial Class II Directors of the Corporation shall be Mohamad Makhzoumi, Kavita Patel, MD., Andrew Adams and Christopher Miller; and the initial Class III Directors of the Corporation shall be Joseph Mello, Sara Lewis, Michael Strautmanis and Wouleta Ayele. The initial Class I Directors shall serve for a term

expiring at the annual meeting of stockholders to be held in 2022, the initial Class II Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2023, and the initial Class III Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2024. At each annual meeting of stockholders, Directors elected to succeed those Directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. Notwithstanding the foregoing, the Directors elected to each class shall hold office until their successors are duly elected and qualified or until their earlier resignation, death or removal.

Notwithstanding the foregoing, whenever, pursuant to the provisions of Article IV of this Certificate, the holders of any one or more series of Undesignated Preferred Stock shall have the right, voting separately as a series or together with holders of other such series, to elect Directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Certificate and any certificate of designations applicable to such series.

Notwithstanding anything herein to the contrary, the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote thereon, and the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of this Article IV, Section 3.

4. Vacancies. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors and to fill vacancies in the Board of Directors relating thereto, any and all vacancies in the Board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the Board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board of Directors, and not by the stockholders. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director' s successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors, when the number of Directors is increased or decreased, the Board of Directors shall, subject to Article VI.3 hereof, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full Board of Directors until the vacancy is filled.

5. Removal. Subject to the rights, if any, of any series of Undesignated Preferred Stock to elect Directors and to remove any Director whom the holders of any such series have the right to elect, any Director (including persons elected by Directors to fill vacancies in the Board of Directors) may be removed from office (i) only with cause and (ii) only by the affirmative vote of the holders of not less than two-thirds (2/3) of the outstanding shares of capital stock then entitled to vote at an election of Directors. At least forty-five (45) days prior

to any annual or special meeting of stockholders at which it is proposed that any Director be removed from office, written notice of such proposed removal and the alleged grounds thereof shall be sent to the Director whose removal will be considered at the meeting.

ARTICLE VII

LIMITATION OF LIABILITY

A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except for liability (a) for any breach of the Director' s duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL or (d) for any transaction from which the Director derived an improper personal benefit. If the DGCL is amended after the effective date of this Certificate to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any amendment, repeal or modification of this Article VII by either of (i) the stockholders of the Corporation or (ii) an amendment to the DGCL, shall not adversely affect any right or protection existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring before such amendment, repeal or modification of a person serving as a Director at the time of such amendment, repeal or modification.

Notwithstanding anything herein to the contrary, the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote thereon, and the affirmative vote of not less than two-thirds (2/3) of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of this Article VII.

ARTICLE VIII

AMENDMENT OF BY-LAWS

1. Amendment by Directors. Except as otherwise provided by law, the By-laws of the Corporation may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the Directors then in office.

2. Amendment by Stockholders. Except as otherwise provided therein, the By-laws of the Corporation may be amended or repealed at any annual meeting of stockholders, or special meeting of stockholders called for such purpose, by the affirmative vote of at least not less than two-thirds (2/3) of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class.

ARTICLE IX

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend or repeal this Certificate in the manner now or hereafter prescribed by statute and this Certificate, and all rights conferred upon stockholders herein are granted subject to this reservation. Except as otherwise required by this Certificate or by law, whenever any vote of the holders of capital stock of the Corporation is required to amend or repeal any provision of this Certificate, such amendment or repeal shall require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of the majority of the outstanding shares of each class entitled to vote thereon as a class, at a duly constituted meeting of stockholders called expressly for such purpose.

[*Signature page follows*]

This Amended and Restated Certificate of Incorporation is executed as of this __ day of __, 2021.

EVERSIDE HEALTH GROUP, INC.

By: _____
Name: Christopher T. Miller
Title: Chief Executive Officer

[*Signature Page to Certificate of Incorporation*]

Exhibit 3.3

BY-LAWS

of

NEAPH ACQUISITIONCO, INC.

(the "Corporation")

1. Stockholders

(a) Annual Meeting. The annual meeting of stockholders shall be held for the election of directors each year at such place, date and time as shall be designated by the Board of Directors. Any other proper business may be transacted at the annual meeting. If no date for the annual meeting is established or said meeting is not held on the date established as provided above, a special meeting in lieu thereof may be held or there may be action by written consent of the stockholders on matters to be voted on at the annual meeting, and such special meeting or written consent shall have for the purposes of these By-laws or otherwise all the force and effect of an annual meeting.

(b) Special Meetings. Special meetings of stockholders may be called by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, a President, or by the Board of Directors, but such special meetings may not be called by any other person or persons. The call for the meeting shall state the place, date, hour and purposes of the meeting. Only the purposes specified in the notice of special meeting shall be considered or dealt with at such special meeting.

(c) Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present and vote at such meeting, and, in the case of a special meeting, the purpose or purposes of the meeting, shall be given by the Secretary (or other person authorized by these By-laws or by law) not less than ten (10) nor more than sixty (60) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, under the Certificate of Incorporation or under these By-laws is entitled to such notice. If mailed, notice is given when deposited in the mail, postage prepaid, directed to such stockholder at such stockholder' s address as it appears in the records of the Corporation. Without limiting the manner by which notice otherwise may be effectively given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law (the "DGCL").

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(d) Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting, present in person or represented by proxy, shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. The stockholders present at a duly constituted meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough stockholders to reduce the voting shares below a quorum.

(e) Voting and Proxies. Except as otherwise provided by the Certificate of Incorporation or by law, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by either written proxy or by a transmission permitted by Section 212(c) of the DGCL, but no proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period or is irrevocable and coupled with an interest. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting.

(f) Action at Meeting. When a quorum is present, any matter before the meeting shall be decided by vote of the holders of a majority of the shares of stock voting on such matter except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. Any election of directors by stockholders shall be determined by a plurality of the votes cast, except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. The Corporation shall not directly or indirectly vote any share of its own stock; provided, however, that the Corporation may vote shares which it holds in a fiduciary capacity to the extent permitted by law.

(g) Presiding Officer. Meetings of stockholders shall be presided over by the Chairman of the Board, if one is elected, or in his or her absence, the Vice Chairman of the Board, if one is elected, or if neither is elected or in their absence, a President. The Board of Directors shall have the authority to appoint a temporary presiding officer to serve at any meeting of the stockholders if the Chairman of the Board, the Vice Chairman of the Board or a President is unable to do so for any reason.

(h) Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the presiding officer of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for

maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the presiding officer of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(i) Action without a Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted by law to be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office, by hand or by certified mail, return receipt requested, or to the Corporation' s principal place of business or to the officer of the Corporation having custody of the minute book. Every written consent shall bear the date of signature and no written consent shall be effective unless, within sixty (60) days of the earliest dated consent delivered pursuant to these By-laws, written consents signed by a sufficient number of stockholders entitled to take action are delivered to the Corporation in the manner set forth in these By-laws. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(j) Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 1(j) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting in the manner provided by law. The list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law.

2. Directors

(a) Powers. The business of the Corporation shall be managed by or under the direction of a Board of Directors who may exercise all the powers of the Corporation except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

(b) Number and Qualification. Unless otherwise provided in the Certificate of Incorporation or in these By-laws, the number of directors which shall constitute the whole board shall be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

(c) Vacancies; Reduction of Board. A majority of the directors then in office, although less than a quorum, or a sole remaining Director, may fill vacancies in the Board of Directors occurring for any reason and newly created directorships resulting from any increase in the authorized number of directors. In lieu of filling any vacancy, the Board of Directors may reduce the number of directors.

(d) Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws, directors shall hold office until their successors are elected and qualified or until their earlier resignation or removal. Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(e) Removal. To the extent permitted by law, a director may be removed from office with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of directors.

(f) Meetings. Regular meetings of the Board of Directors may be held without notice at such time, date and place as the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called, orally or in writing, by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, the President, or by two or more Directors, designating the time, date and place thereof. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

(g) Notice of Meetings. Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary, or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the directors calling the meeting. Notice shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communications, sent to such director' s business or home address at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to such director' s business or home address at least forty-eight (48) hours in advance of the meeting.

(h) Quorum. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

(i) Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, unless otherwise provided in the following sentence, a majority of the directors present may take any action on behalf of the Board of Directors, unless a larger number is required by law, by the Certificate of Incorporation or by these By-laws. So long as there are two (2) or fewer Directors, any action to be taken by the Board of Directors shall require the approval of all Directors.

(j) Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(k) Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, establish one or more committees, each committee to consist of one or more directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these By-laws.

Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but in the absence of such rules its business shall be conducted so far as possible in the same manner as is provided in these By-laws for the Board of Directors. All members of such committees shall hold their committee offices at the pleasure of the Board of Directors, and the Board may abolish any committee at any time.

3. Officers

(a) Enumeration. The officers of the Corporation shall consist of one or more Presidents (who, if there is more than one, shall be referred to as Co-Presidents), a Treasurer, a Secretary, and such other officers, including, without limitation, a Chief Executive Officer and one or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine. The Board of Directors may elect from among its members a Chairman of the Board and a Vice Chairman of the Board.

(b) Election. The Presidents, Treasurer and Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

(c) Qualification. No officer need be a stockholder or Director. Any two or more offices may be held by the same person. Any officer may be required by the Board of Directors to give bond for the faithful performance of such officer' s duties in such amount and with such sureties as the Board of Directors may determine.

(d) Tenure. Except as otherwise provided by the Certificate of Incorporation or by these By-laws, each of the officers of the Corporation shall hold office until the first meeting of the Board of Directors following the next annual meeting of stockholders and until such officer' s successor is elected and qualified or until such officer' s earlier resignation or removal. Any officer may resign by delivering his or her written resignation to the Corporation, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(e) Removal. The Board of Directors may remove any officer with or without cause by a vote of a majority of the directors then in office.

(f) Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

(g) Chairman of the Board and Vice Chairman. Unless otherwise provided by the Board of Directors, the Chairman of the Board of Directors, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Unless otherwise provided by the Board of Directors, in the absence of the Chairman of the Board, the Vice Chairman of the Board, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Vice Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

(h) Chief Executive Officer. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

(i) Presidents. The Presidents shall, subject to the direction of the Board of Directors, each have general supervision and control of the Corporation' s business and any action that would typically be taken by a President may be taken by any Co-President. If there is no Chairman of the Board or Vice Chairman of the Board, a President shall preside, when present, at all meetings of stockholders and the Board of Directors. The Presidents shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

(j) Vice Presidents and Assistant Vice Presidents. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

(k) Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Board of Directors may otherwise provide. The Treasurer shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

(l) Secretary and Assistant Secretaries. The Secretary shall record the proceedings of all meetings of the stockholders and the Board of Directors (including committees of the Board) in books kept for that purpose. In the absence of the Secretary from any such meeting an Assistant Secretary, or if such person is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation) and shall have such other duties and powers as may be designated from time to time by the Board of Directors.

Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time designate.

(m) Other Powers and Duties. Subject to these By-laws, each officer of the Corporation shall have in addition to the duties and powers specifically set forth in these By-laws, such duties and powers as are customarily incident to such officer' s office, and such duties and powers as may be designated from time to time by the Board of Directors.

4. Capital Stock

(a) Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by any two (2) authorized officers of the Corporation or any authorized officers of the Corporation permitted by DGCL. Such signatures may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. The Corporation shall be permitted to issue fractional shares.

(b) Transfers. Subject to any restrictions on transfer, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require.

(c) Record Holders. Except as may otherwise be required by law, by the Certificate of Incorporation or by these By-laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the Corporation of such stockholder' s post office address.

(d) Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not precede the date on which it is established, and which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, more than ten (10) days after the date on which the record date for stockholder consent without a meeting is established, nor more than sixty (60) days prior to any other action. In such case only stockholders of record on such record date shall be so entitled notwithstanding any transfer of stock on the books of the Corporation after the record date.

If no record date is fixed, (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, (ii) the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this state, to its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded, and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(e) Lost Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

5. Indemnification

(a) Definitions. For purposes of this Section 5:

(i) "Corporate Status" describes the status of a person who is serving or has served (A) as a Director of the Corporation, (B) as an Officer of the Corporation, (C) as a Non-Officer Employee of the Corporation, or (D) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity for which such person is or was serving at the request of the Corporation. For purposes of this Section 5(a)(i), a Director, Officer or Non-Officer Employee of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the Corporation with respect to such person' s activities prior to said transaction, unless specifically authorized by the Board of Directors or the stockholders of the Corporation;

(ii) "Director" means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(iii) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(iv) "Expenses" means all reasonable attorneys fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(v) "Liabilities" means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement;

(vi) "Non-Officer Employee" means any person who serves or has served as an employee or agent of the Corporation, but who is not or was not a Director or Officer;

(vii) "Officer" means any person who serves or has served the Corporation as an officer of the Corporation appointed by the Board of Directors of the Corporation;

(viii) "Proceeding" means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(ix) "Subsidiary" shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

(b) Indemnification of Directors and Officers. Subject to the operation of Section 5(d) of these By-laws, each Director and Officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), and to the extent authorized in subsections (i) through (iv) of this Section 5(b).

(i) Actions, Suits and Proceedings Other than By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses and Liabilities that are incurred or paid by such Director or Officer or on such Director' s or Officer' s behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Corporation), which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director' s or Officer' s Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(ii) Actions, Suits and Proceedings By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses that are incurred by such Director or Officer or on such Director' s or Officer' s behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Corporation, which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director' s or Officer' s Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be

made under this Section 5(b)(ii) in respect of any claim, issue or matter as to which such Director or Officer shall have been finally adjudged by a court of competent jurisdiction to be liable to the Corporation, unless, and only to the extent that, the Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite adjudication of liability, but in view of all the circumstances of the case, such Director or Officer is fairly and reasonably entitled to indemnification for such Expenses that such court deems proper.

(iii) Survival of Rights. The rights of indemnification provided by this Section 5(b) shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(iv) Actions by Directors or Officers. Notwithstanding the foregoing, the Corporation shall indemnify any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Director or Officer) was authorized in advance by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce such Officer' s or Director' s rights to indemnification or, in the case of Directors, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

(c) Indemnification of Non-Officer Employees. Subject to the operation of Section 5(d) of these By-laws, each Non-Officer Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against any or all Expenses and Liabilities that are incurred by such Non-Officer Employee or on such Non-Officer Employee'_s behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Officer Employee' s Corporate Status, if such Non-Officer Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 5(c) shall exist as to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized in advance by the Board of Directors of the Corporation.

(d) Determination. Unless ordered by a court, no indemnification shall be provided pursuant to this Section 5 to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (i) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (ii) a

committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (iii) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (iv) by the stockholders of the Corporation.

(e) Advancement of Expenses to Directors Prior to Final Disposition.

(i) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director' s Corporate Status within thirty (30) days after the receipt by the Corporation of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Corporation shall advance all Expenses incurred by or on behalf of any Director seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Director only if such Proceeding (including any parts of such Proceeding not initiated by such Director) was (A) authorized by the Board of Directors of the Corporation, or (B) brought to enforce such Director' s rights to indemnification or advancement of Expenses under these By-laws.

(ii) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within thirty (30) days after receipt by the Corporation of documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such advancement of Expenses under this Section 5 shall not be a defense to an action brought by a Director for recovery of the unpaid amount of an advancement claim and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(iii) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the DGCL.

(f) Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition.

(i) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Officer or any Non-Officer Employee in connection with any Proceeding in which such

person is involved by reason of his or her Corporate Status as an Officer or Non-Officer Employee upon the receipt by the Corporation of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer or Non-Officer Employee and shall be preceded or accompanied by an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(ii) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the DGCL.

(g) Contractual Nature of Rights.

(i) The provisions of this Section 5 shall be deemed to be a contract between the Corporation and each Director and Officer entitled to the benefits hereof at any time while this Section 5 is in effect, in consideration of such person' s past or current and any future performance of services for the Corporation. Neither amendment, repeal or modification of any provision of this Section 5 nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Section 5 shall eliminate or reduce any right conferred by this Section 5 in respect of any act or omission occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Section 5 shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

(ii) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Corporation within sixty (60) days after receipt by the Corporation of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such indemnification under this Section 5 shall not be a defense to an action brought by a Director or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Corporation.

(iii) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the DGCL.

(h) Non-Exclusivity of Rights. The rights to indemnification and advancement of Expenses set forth in this Section 5 shall not be exclusive of any other right which any Director, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these By-laws, agreement, vote of stockholders or Disinterested Directors or otherwise.

(i) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Corporation or any such Director, Officer or Non-Officer Employee, or arising out of any such person' s Corporate Status, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL or the provisions of this Section 5.

(j) Other Indemnification. The Corporation' s obligation, if any, to indemnify or provide advancement of Expenses to any person under this Section 5 as a result of such person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise (the "Primary Indemnitor"). Any indemnification or advancement of Expenses under this Section 5 owed by the Corporation as a result of a person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

6. Miscellaneous Provisions

(a) Fiscal Year. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall end on December 31 of each year.

(b) Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

(c) Execution of Instruments. Subject to any limitations which may be set forth in a resolution of the Board of Directors, all deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by, a President, or by any other officer, employee or agent of the Corporation as the Board of Directors may authorize.

(d) Voting of Securities. Unless the Board of Directors otherwise provides, a President, any Vice President or the Treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this Corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this Corporation.

(e) Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

(f) Corporate Records. The original or attested copies of the Certificate of Incorporation, By-laws and records of all meetings of the incorporators, stockholders and the Board of Directors and the stock and transfer records, which shall contain the names of all stockholders, their record addresses and the amount of stock held by each, shall be kept at the principal office of the Corporation, at the office of its counsel, or at an office of its transfer agent.

(g) Certificate of Incorporation. All references in these By-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended and in effect from time to time.

(h) Amendments. These By-laws may be altered, amended or repealed, and new By-laws may be adopted, by the stockholders or by the Board of Directors; provided, that (a) the Board of Directors may not alter, amend or repeal any provision of these By-laws which by law, by the Certificate of Incorporation or by these By-laws requires action by the stockholders and (b) any alteration, amendment or repeal of these By-laws by the Board of Directors and any new By-law adopted by the Board of Directors may be altered, amended or repealed by the stockholders.

(i) Waiver of Notice. Whenever notice is required to be given under any provision of these By-laws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

Adopted May 11, 2018

Exhibit 3.4

AMENDED AND RESTATED

BY-LAWS

OF

EVERSIDE HEALTH GROUP, INC.

(the "Corporation")

ARTICLE I

Stockholders

SECTION 1. Annual Meeting. The annual meeting of stockholders (any such meeting being referred to in these By-laws as an "Annual Meeting") shall be held at the hour, date and place within or without the United States which is fixed by the Board of Directors, which time, date and place may subsequently be changed at any time by vote of the Board of Directors. If no Annual Meeting has been held for a period of thirteen (13) months after the Corporation' s last Annual Meeting, a special meeting in lieu thereof may be held, and such special meeting shall have, for the purposes of these By-laws or otherwise, all the force and effect of an Annual Meeting. Any and all references hereafter in these By-laws to an Annual Meeting or Annual Meetings also shall be deemed to refer to any special meeting(s) in lieu thereof.

SECTION 2. Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of other business to be considered by the stockholders may be brought before an Annual Meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of notice provided for in this By-law, who is entitled to vote at the meeting, who is present (in person or by proxy) at the meeting and who complies with the notice procedures set forth in this By-law as to such nomination or business. For the avoidance of doubt, the foregoing clause (ii) shall be the exclusive means for a stockholder to bring nominations or business properly before an Annual Meeting (other than matters properly brought under Rule 14a-8 (or any successor rule) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), and such stockholder must comply with the notice and other procedures set forth in Article I, Section 2(a)(2) and (3) of this By-law to bring such nominations or business properly before an Annual Meeting. In addition to the other requirements set forth in this By-law, for any proposal of business to be considered at an Annual Meeting, it must be a proper subject for action by stockholders of the Corporation under Delaware law.

(2) For nominations or other business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (ii) of Article I, Section 2(a)(1) of this By-law, the stockholder must (i) have given Timely Notice (as defined below)

thereof in writing to the Secretary of the Corporation, (ii) have provided any updates or supplements to such notice at the times and in the forms required by this By-law and (iii) together with the beneficial owner(s), if any, on whose behalf the nomination or business proposal is made, have acted in accordance with the representations set forth in the Solicitation Statement (as defined below) required by this By-law. To be timely, a stockholder' s written notice shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the one-year anniversary of the preceding year' s Annual Meeting; provided, however, that in the event the Annual Meeting is first convened more than thirty (30) days before or more than sixty (60) days after such anniversary date, or if no Annual Meeting were held in the preceding year, notice by the stockholder to be timely must be received by the Secretary of the Corporation not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made (such notice within such time periods shall be referred to as "Timely Notice"). Notwithstanding anything to the contrary provided herein, for the first Annual Meeting following the initial public offering of common stock of the Corporation, a stockholder' s notice shall be timely if received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such Annual Meeting is first made or sent by the Corporation. Such stockholder' s Timely Notice shall set forth:

(A) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act (including such person' s written consent to being named in the proxy statement as a nominee and to serving as a director if elected);

(B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, and any material interest in such business of each Proposing Person (as defined below);

(C) (i) the name and address of the stockholder giving the notice, as they appear on the Corporation' s books, and the names and addresses of the other Proposing Persons (if any) and (ii) as to each Proposing Person, the following information: (a) the class or series and number of all shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially or of record by such Proposing Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated under the Exchange Act), including any shares of any class or series of capital stock of the Corporation as to which such Proposing Person or any of its affiliates or associates has a right to acquire beneficial ownership at any time in the future, (b) all Synthetic Equity Interests (as defined below) in which such Proposing Person or any of its affiliates or

associates, directly or indirectly, holds an interest including a description of the material terms of each such Synthetic Equity Interest, including without limitation, identification of the counterparty to each such Synthetic Equity Interest and disclosure, for each such Synthetic Equity Interest, as to (x) whether or not such Synthetic Equity Interest conveys any voting rights, directly or indirectly, in such shares to such Proposing Person, (y) whether or not such Synthetic Equity Interest is required to be, or is capable of being, settled through delivery of such shares and (z) whether or not such Proposing Person and/or, to the extent known, the counterparty to such Synthetic Equity Interest has entered into other transactions that hedge or mitigate the economic effect of such Synthetic Equity Interest, (c) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to, directly or indirectly, vote any shares of any class or series of capital stock of the Corporation, (d) any rights to dividends or other distributions on the shares of any class or series of capital stock of the Corporation, directly or indirectly, owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, and (e) any performance-related fees (other than an asset based fee) that such Proposing Person, directly or indirectly, is entitled to based on any increase or decrease in the value of shares of any class or series of capital stock of the Corporation or any Synthetic Equity Interests (the disclosures to be made pursuant to the foregoing clauses (a) through (e) are referred to, collectively, as "Material Ownership Interests") (iii) a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Person or any of its affiliates or associates with any other person for the purpose of acquiring, holding, disposing or voting of any shares of any class or series of capital stock of the Corporation; and (iv) any other information relating to such Proposing Person that would be required to be disclosed pursuant to Item 4 of Exchange Act Schedule 13D (regardless of whether the requirement to file a Schedule 13D is applicable);

(D) (i) a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominee(s)), pertaining to the nomination(s) or other business proposed to be brought before the meeting of stockholders (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), and (ii) identification of the names and addresses of other stockholders (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposal(s), and to the extent known the class and number of all shares of the Corporation' s capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s); and

(E) a statement whether or not the stockholder giving the notice and/or the other Proposing Person(s), if any, will deliver a proxy statement and form of proxy to holders of, in the case of a business proposal, at least the percentage of

voting power of all of the shares of capital stock of the Corporation required under applicable law to approve the proposal or, in the case of a nomination or nominations, at least the percentage of voting power of all of the shares of capital stock of the Corporation reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder (such statement, the "Solicitation Statement").

For purposes of this Article I of these By-laws, the term "Proposing Person" shall mean the following persons: (i) the stockholder of record providing the notice of nominations or business proposed to be brought before a stockholders' meeting, and (ii) the beneficial owner(s), if different, on whose behalf the nominations or business proposed to be brought before a stockholders' meeting is made. For purposes of this Section 2 of Article I of these By-laws, the term "Synthetic Equity Interest" shall mean any transaction, agreement or arrangement (or series of transactions, agreements or arrangements), including, without limitation, any derivative, swap, hedge, repurchase or so-called "stock borrowing" agreement or arrangement, the purpose or effect of which is to, directly or indirectly: (a) give a person or entity economic benefit and/or risk similar to ownership of shares of any class or series of capital stock of the Corporation, in whole or in part, including due to the fact that such transaction, agreement or arrangement provides, directly or indirectly, the opportunity to profit or avoid a loss from any increase or decrease in the value of any shares of any class or series of capital stock of the Corporation, (b) mitigate loss to, reduce the economic risk of or manage the risk of share price changes for, any person or entity with respect to any shares of any class or series of capital stock of the Corporation, (c) otherwise provide in any manner the opportunity to profit or avoid a loss from any decrease in the value of any shares of any class or series of capital stock of the Corporation, or (d) increase or decrease the voting power of any person or entity with respect to any shares of any class or series of capital stock of the Corporation.

(3) A stockholder providing Timely Notice of nominations or business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information (including, without limitation, the Material Ownership Interests information) provided or required to be provided in such notice pursuant to this By-law shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to such Annual Meeting, and such update and supplement shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the fifth (5th) business day after the record date for the Annual Meeting (in the case of the update and supplement required to be made as of the record date), and not later than the close of business on the eighth (8th) business day prior to the date of the Annual Meeting (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting).

(4) Notwithstanding anything in the second sentence of Article I, Section 2(a)(2) of this By-law to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the

increased Board of Directors made by the Corporation at least ten (10) days before the last day a stockholder may deliver a notice of nomination in accordance with the second sentence of Article I, Section 2(a)(2), a stockholder' s notice required by this By-law shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) General.

(1) Only such persons who are nominated in accordance with the provisions of this By-law shall be eligible for election and to serve as directors and only such business shall be conducted at an Annual Meeting as shall have been brought before the meeting in accordance with the provisions of this By-law or in accordance with Rule 14a-8 under the Exchange Act. The Board of Directors or a designated committee thereof shall have the power to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the provisions of this By-law. If neither the Board of Directors nor such designated committee makes a determination as to whether any stockholder proposal or nomination was made in accordance with the provisions of this By-law, the presiding officer of the Annual Meeting shall have the power and duty to determine whether the stockholder proposal or nomination was made in accordance with the provisions of this By-law. If the Board of Directors or a designated committee thereof or the presiding officer, as applicable, determines that any stockholder proposal or nomination was not made in accordance with the provisions of this By-law, such proposal or nomination shall be disregarded and shall not be presented for action at the Annual Meeting.

(2) Except as otherwise required by law, nothing in this Article I, Section 2 shall obligate the Corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the Corporation or the Board of Directors information with respect to any nominee for director or any other matter of business submitted by a stockholder.

(3) Notwithstanding the foregoing provisions of this Article I, Section 2, if the nominating or proposing stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting to present a nomination or any business, such nomination or business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Article I, Section 2, to be considered a qualified representative of the proposing stockholder, a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, to the presiding officer at the meeting of stockholders.

(4) For purposes of this By-law, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or

comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(5) Notwithstanding the foregoing provisions of this By-law, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this By-law. Nothing in this By-law shall be deemed to affect any rights of (i) stockholders to have proposals included in the Corporation' s proxy statement pursuant to Rule 14a-8 (or any successor rule), as applicable, under the Exchange Act and, to the extent required by such rule, have such proposals considered and voted on at an Annual Meeting, or (ii) the holders of any series of Undesignated Preferred Stock to elect directors under specified circumstances.

SECTION 3. Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock, special meetings of the stockholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office. The Board of Directors may postpone or reschedule any previously scheduled special meeting of stockholders. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation. Nominations of persons for election to the Board of Directors of the Corporation and stockholder proposals of other business shall not be brought before a special meeting of stockholders to be considered by the stockholders unless such special meeting is held in lieu of an annual meeting of stockholders in accordance with Article I, Section 1 of these By-laws, in which case such special meeting in lieu thereof shall be deemed an Annual Meeting for purposes of these By-laws and the provisions of Article I, Section 2 of these By-laws shall govern such special meeting.

SECTION 4. Notice of Meetings; Adjournments.

(a) A notice of each Annual Meeting stating the hour, date and place, if any, of such Annual Meeting and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given not less than ten (10) days nor more than sixty (60) days before the Annual Meeting, to each stockholder entitled to vote thereat by delivering such notice to such stockholder or by mailing it, postage prepaid, addressed to such stockholder at the address of such stockholder as it appears on the Corporation' s stock transfer books. Without limiting the manner by which notice may otherwise be given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law ("DGCL").

(b) Notice of all special meetings of stockholders shall be given in the same manner as provided for Annual Meetings, except that the notice of all special meetings shall state the purpose or purposes for which the meeting has been called.

(c) Notice of an Annual Meeting or special meeting of stockholders need not be given to a stockholder if a waiver of notice is executed, or waiver of notice by electronic transmission is provided, before or after such meeting by such stockholder or if such stockholder

attends such meeting, unless such attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

(d) The Board of Directors may postpone and reschedule any previously scheduled Annual Meeting or special meeting of stockholders and any record date with respect thereto, regardless of whether any notice or public disclosure with respect to any such meeting has been sent or made pursuant to Section 2 of this Article I of these By-laws or otherwise. In no event shall the public announcement of an adjournment, postponement or rescheduling of any previously scheduled meeting of stockholders commence a new time period for the giving of a stockholder' s notice under this Article I of these By-laws.

(e) When any meeting is convened, the presiding officer may adjourn the meeting if (i) no quorum is present for the transaction of business, (ii) the Board of Directors determines that adjournment is necessary or appropriate to enable the stockholders to consider fully information which the Board of Directors determines has not been made sufficiently or timely available to stockholders, or (iii) the Board of Directors determines that adjournment is otherwise in the best interests of the Corporation. When any Annual Meeting or special meeting of stockholders is adjourned to another hour, date or place, notice need not be given of the adjourned meeting other than an announcement at the meeting at which the adjournment is taken of the hour, date and place, if any, to which the meeting is adjourned and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting; provided, however, that if the adjournment is for more than thirty (30) days from the meeting date, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting shall be given to each stockholder of record entitled to vote thereat and each stockholder who, by law or under the Certificate of Incorporation of the Corporation (as the same may hereafter be amended and/or restated, the "Certificate") or these By-laws, is entitled to such notice.

SECTION 5. Quorum. A majority of the shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders. If less than a quorum is present at a meeting, the holders of voting stock representing a majority of the voting power present at the meeting or the presiding officer may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice, except as provided in Section 4 of this Article I. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed. The stockholders present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 6. Voting and Proxies. Stockholders shall have one vote for each share of stock entitled to vote owned by them of record according to the stock ledger of the Corporation as of the record date, unless otherwise provided by law or by the Certificate. Stockholders may vote either (i) in person, (ii) by written proxy or (iii) by a transmission permitted by Section 212(c) of the DGCL. Any copy, facsimile telecommunication or other reliable

reproduction of the writing or transmission permitted by Section 212(c) of the DGCL may be substituted for or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. Proxies shall be filed in accordance with the procedures established for the meeting of stockholders. Except as otherwise limited therein or as otherwise provided by law, proxies authorizing a person to vote at a specific meeting shall entitle the persons authorized thereby to vote at any adjournment of such meeting, but they shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by or on behalf of any one of them unless at or prior to the exercise of the proxy the Corporation receives a specific written notice to the contrary from any one of them.

SECTION 7. Action at Meeting. When a quorum is present at any meeting of stockholders, any matter before any such meeting (other than an election of a director or directors) shall be decided by a majority of the votes properly cast for and against such matter, except where a larger vote is required by law, by the Certificate or by these By-laws. Any election of directors by stockholders shall be determined by a plurality of the votes properly cast on the election of directors.

SECTION 8. Stockholder Lists. The Secretary or an Assistant Secretary (or the Corporation' s transfer agent or other person authorized by these By-laws or by law) shall prepare and make, at least ten (10) days before every Annual Meeting or special meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for a period of at least ten (10) days prior to the meeting in the manner provided by law. The list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law.

SECTION 9. Presiding Officer. The Board of Directors shall designate a representative to preside over all Annual Meetings or special meetings of stockholders, provided that if the Board of Directors does not so designate such a presiding officer, then the Chairman of the Board, if one is elected, shall preside over such meetings. If the Board of Directors does not so designate such a presiding officer and there is no Chairman of the Board or the Chairman of the Board is unable to so preside or is absent, then the Chief Executive Officer, if one is elected, shall preside over such meetings, provided further that if there is no Chief Executive Officer or the Chief Executive Officer is unable to so preside or is absent, then the President shall preside over such meetings. The presiding officer at any Annual Meeting or special meeting of stockholders shall have the power, among other things, to adjourn such meeting at any time and from time to time, subject to Sections 4 and 5 of this Article I. The order of business and all other matters of procedure at any meeting of the stockholders shall be determined by the presiding officer.

SECTION 10. Inspectors of Elections. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace

any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the presiding officer shall appoint one or more inspectors to act at the meeting. Any inspector may, but need not, be an officer, employee or agent of the Corporation. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall perform such duties as are required by the DGCL, including the counting of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors. The presiding officer may review all determinations made by the inspectors, and in so doing the presiding officer shall be entitled to exercise his or her sole judgment and discretion and he or she shall not be bound by any determinations made by the inspectors. All determinations by the inspectors and, if applicable, the presiding officer, shall be subject to further review by any court of competent jurisdiction.

ARTICLE II

Directors

SECTION 1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided by the Certificate or required by law.

SECTION 2. Number and Terms. The number of directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The directors shall hold office in the manner provided in the Certificate.

SECTION 3. Qualification. No director need be a stockholder of the Corporation.

SECTION 4. Vacancies. Vacancies in the Board of Directors shall be filled in the manner provided in the Certificate.

SECTION 5. Removal. Directors may be removed from office only in the manner provided in the Certificate.

SECTION 6. Resignation. A director may resign at any time by electronic transmission or by giving written notice to the Chairman of the Board, if one is elected, the President or the Secretary. A resignation shall be effective upon receipt, unless the resignation otherwise provides.

SECTION 7. Regular Meetings. Regular meetings (including any annual meeting) of the Board of Directors may be held at such hour, date and place as the Board of Directors may by resolution from time to time determine and publicize by means of reasonable notice given to any director who is not present at the meeting at which such resolution is adopted.

SECTION 8. Special Meetings. Special meetings of the Board of Directors may be called, orally or in writing, by or at the request of a majority of the directors, the Chairman of the Board, if one is elected, or the President. The person calling any such special meeting of the Board of Directors may fix the hour, date and place thereof.

SECTION 9. Notice of Meetings. Notice of the hour, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary or an Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the Chairman of the Board, if one is elected, or the President or such other officer designated by the Chairman of the Board, if one is elected, or the President. Notice of any special meeting of the Board of Directors shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communication, sent to his or her business or home address, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his or her business or home address, at least forty-eight (48) hours in advance of the meeting. Such notice shall be deemed to be delivered when hand-delivered to such address, read to such director by telephone, deposited in the mail so addressed, with postage thereon prepaid if mailed, dispatched or transmitted if sent by facsimile transmission or by electronic mail or other form of electronic communications. A written waiver of notice signed or electronically transmitted before or after a meeting by a director and filed with the records of the meeting shall be deemed to be equivalent to notice of the meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. Except as otherwise required by law, by the Certificate or by these By-laws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 10. Quorum. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, but if less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice. Any business which might have been transacted at the meeting as originally noticed may be transacted at such adjourned meeting at which a quorum is present. For purposes of this section 10, the total number of directors includes any unfilled vacancies on the Board of Directors.

SECTION 11. Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of the directors present shall constitute action by the Board of Directors, unless otherwise required by law, by the Certificate or by these By-laws.

SECTION 12. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Such consent shall be treated as a resolution of the Board of Directors for all purposes.

SECTION 13. Manner of Participation. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting for purposes of these By-laws.

SECTION 14. Presiding Director. The Board of Directors shall designate a representative to preside over all meetings of the Board of Directors, provided that if the Board of Directors does not so designate such a presiding director or such designated presiding director is unable to so preside or is absent, then the Chairman of the Board, if one is elected, shall preside over all meetings of the Board of Directors. If both the designated presiding director, if one is so designated, and the Chairman of the Board, if one is elected, are unable to preside or are absent, the Board of Directors shall designate an alternate representative to preside over a meeting of the Board of Directors.

SECTION 15. Committees. The Board of Directors, by vote of a majority of the directors then in office, may elect one or more committees, including, without limitation, a Compensation Committee, a Nominating & Corporate Governance Committee and an Audit Committee, and may delegate thereto some or all of its powers except those which by law, by the Certificate or by these By-laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall report its action to the Board of Directors.

SECTION 16. Compensation of Directors. Directors shall receive such compensation for their services as shall be determined by a majority of the Board of Directors, or a designated committee thereof, provided that directors who are serving the Corporation as employees and who receive compensation for their services as such, shall not receive any salary or other compensation for their services as directors of the Corporation.

ARTICLE III

Officers

SECTION 1. Enumeration. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers, including, without limitation, a Chairman of the Board of Directors, a Chief Executive Officer and one or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine.

SECTION 2. Election. At the regular annual meeting of the Board of Directors following the Annual Meeting, the Board of Directors shall elect the President, the Treasurer and the Secretary. Other officers may be elected by the Board of Directors at such regular annual meeting of the Board of Directors or at any other regular or special meeting.

SECTION 3. Qualification. No officer need be a stockholder or a director. Any person may occupy more than one office of the Corporation at any time.

SECTION 4. Tenure. Except as otherwise provided by the Certificate or by these By-laws, each of the officers of the Corporation shall hold office until the regular annual meeting of the Board of Directors following the next Annual Meeting and until his or her successor is elected and qualified or until his or her earlier resignation or removal.

SECTION 5. Resignation. Any officer may resign by delivering his or her written or electronically transmitted resignation to the Corporation addressed to the President or the Secretary, and such resignation shall be effective upon receipt, unless the resignation otherwise provides.

SECTION 6. Removal. Except as otherwise provided by law or by resolution of the Board of Directors, the Board of Directors may remove any officer with or without cause by the affirmative vote of a majority of the directors then in office.

SECTION 7. Absence or Disability. In the event of the absence or disability of any officer, the Board of Directors may designate another officer to act temporarily in place of such absent or disabled officer.

SECTION 8. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

SECTION 9. President. The President shall, subject to the direction of the Board of Directors, have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 10. Chairman of the Board. The Chairman of the Board, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 11. Chief Executive Officer. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 12. Vice Presidents and Assistant Vice Presidents. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 13. Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors and except as the Board of Directors or the Chief Executive Officer may otherwise provide, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation. He or she shall have such other duties and powers as may be designated from time to time by the Board of Directors or the Chief Executive Officer. Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 14. Secretary and Assistant Secretaries. The Secretary shall record all the proceedings of the meetings of the stockholders and the Board of Directors (including committees of the Board of Directors) in books kept for that purpose. In his or her absence from

any such meeting, a temporary secretary chosen at the meeting shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation). The Secretary shall have custody of the seal of the Corporation, and the Secretary, or an Assistant Secretary shall have authority to affix it to any instrument requiring it, and, when so affixed, the seal may be attested by his or her signature or that of an Assistant Secretary. The Secretary shall have such other duties and powers as may be designated from time to time by the Board of Directors or the Chief Executive Officer. In the absence of the Secretary, any Assistant Secretary may perform his or her duties and responsibilities. Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 15. Other Powers and Duties. Subject to these By-laws and to such limitations as the Board of Directors may from time to time prescribe, the officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the Board of Directors or the Chief Executive Officer.

ARTICLE IV

Capital Stock

SECTION 1. Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by any two authorized officers of the Corporation. The Corporation seal and the signatures by the Corporation' s officers, the transfer agent or the registrar may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. Notwithstanding anything to the contrary provided in these Bylaws, the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares (except that the foregoing shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation), and by the approval and adoption of these Bylaws the Board of Directors has determined that all classes or series of the Corporation' s stock may be uncertificated, whether upon original issuance, re-issuance, or subsequent transfer.

SECTION 2. Transfers. Subject to any restrictions on transfer and unless otherwise provided by the Board of Directors, shares of stock that are represented by a certificate may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate theretofore properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require. Shares of stock that are not represented by a certificate may be transferred on the books of the Corporation by submitting to the Corporation or its transfer agent such evidence of transfer and following such other procedures as the Corporation or its transfer agent may require.

SECTION 3. Record Holders. Except as may otherwise be required by law, by the Certificate or by these By-laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws.

SECTION 4. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date: (a) in the case of determination of stockholders entitled to vote at any meeting of stockholders, shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting and (b) in the case of any other action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed: (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 5. Replacement of Certificates. In case of the alleged loss, destruction or mutilation of a certificate of stock of the Corporation, a duplicate certificate may be issued in place thereof, upon such terms as the Board of Directors may prescribe.

ARTICLE V

Indemnification

SECTION 1. Definitions. For purposes of this Article:

(a) "Corporate Status" describes the status of a person who is serving or has served (i) as a Director of the Corporation, (ii) as an Officer of the Corporation, (iii) as a Non-Officer Employee of the Corporation, or (iv) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity which such person is or was serving at the request of the Corporation. For purposes of this Section 1(a), a Director, Officer or Non-Officer Employee of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a

constituent corporation absorbed in a merger or consolidation transaction with the Corporation with respect to such person' s activities prior to said transaction, unless specifically authorized by the Board of Directors or the stockholders of the Corporation;

(b) "Director" means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(c) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(d) "Expenses" means all attorneys' fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(e) "Liabilities" means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement;

(f) "Non-Officer Employee" means any person who serves or has served as an employee or agent of the Corporation, but who is not or was not a Director or Officer;

(g) "Officer" means any person who serves or has served the Corporation as an officer of the Corporation appointed by the Board of Directors of the Corporation;

(h) "Proceeding" means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(i) "Subsidiary" shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) fifty percent (50%) or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) fifty percent (50%) or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

SECTION 2. Indemnification of Directors and Officers.

(a) Subject to the operation of Section 4 of this Article V of these By-laws, each Director and Officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case

of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), and to the extent authorized in this Section 2.

(1) Actions, Suits and Proceedings Other than By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses and Liabilities that are incurred or paid by such Director or Officer or on such Director' s or Officer' s behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Corporation), which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director' s or Officer' s Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(2) Actions, Suits and Proceedings By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses that are incurred by such Director or Officer or on such Director' s or Officer' s behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Corporation, which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director' s or Officer' s Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be made under this Section 2(a)(2) in respect of any claim, issue or matter as to which such Director or Officer shall have been finally adjudged by a court of competent jurisdiction to be liable to the Corporation, unless, and only to the extent that, the Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite adjudication of liability, but in view of all the circumstances of the case, such Director or Officer is fairly and reasonably entitled to indemnification for such Expenses that such court deems proper.

(3) Survival of Rights. The rights of indemnification provided by this Section 2 shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(4) Actions by Directors or Officers. Notwithstanding the foregoing, the Corporation shall indemnify any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Director or Officer) was authorized in advance by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce such Officer' s or Director' s rights to indemnification or, in the case of Directors, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

SECTION 3. Indemnification of Non-Officer Employees. Subject to the operation of Section 4 of this Article V of these By-laws, each Non-Officer Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against any or all Expenses and Liabilities that are incurred by such Non-Officer Employee or on such Non-Officer Employee' s behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Officer Employee' s Corporate Status, if such Non-Officer Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 3 shall exist as to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized in advance by the Board of Directors of the Corporation.

SECTION 4. Determination. Unless ordered by a court, no indemnification shall be provided pursuant to this Article V to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (a) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (b) a committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (c) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (d) by the stockholders of the Corporation.

SECTION 5. Advancement of Expenses to Directors Prior to Final Disposition.

(a) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director' s Corporate Status within thirty (30) days after the receipt by the Corporation of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Corporation shall advance all Expenses incurred by or on behalf of any Director seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Director only if such Proceeding (including any parts of such Proceeding not initiated by such Director) was (i) authorized by the Board of Directors of the Corporation, or (ii) brought to enforce such Director' s rights to indemnification or advancement of Expenses under these By-laws.

(b) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within thirty (30) days after receipt by the Corporation of documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such advancement of Expenses under this Article V shall not be a defense to an action brought by a Director for recovery of the unpaid amount of an advancement claim and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(c) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 6. Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition.

(a) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Officer or any Non-Officer Employee in connection with any Proceeding in which such person is involved by reason of his or her Corporate Status as an Officer or Non-Officer Employee upon the receipt by the Corporation of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer or Non-Officer Employee and shall be preceded or accompanied by an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(b) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 7. Contractual Nature of Rights.

(a) The provisions of this Article V shall be deemed to be a contract between the Corporation and each Director and Officer entitled to the benefits hereof at any time while this Article V is in effect, in consideration of such person' s past or current and any future performance of services for the Corporation. Neither amendment, repeal or modification of any provision of this Article V nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Article V shall eliminate or reduce any right conferred by this Article V in respect of any act or omission occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or

adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Article V shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributes of such person.

(b) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Corporation within sixty (60) days after receipt by the Corporation of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such indemnification under this Article V shall not be a defense to an action brought by a Director or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Corporation.

(c) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 8. Non-Exclusivity of Rights. The rights to indemnification and to advancement of Expenses set forth in this Article V shall not be exclusive of any other right which any Director, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these By-laws, agreement, vote of stockholders or Disinterested Directors or otherwise.

SECTION 9. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Corporation or any such Director, Officer or Non-Officer Employee, or arising out of any such person' s Corporate Status, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL or the provisions of this Article V.

SECTION 10. Other Indemnification. The Corporation' s obligation, if any, to indemnify or provide advancement of Expenses to any person under this Article V as a result of such person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise (the "Primary Indemnitor"). Any indemnification or advancement of Expenses under this Article V owed by the Corporation as a result of a person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or

agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

ARTICLE VI

Miscellaneous Provisions

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

SECTION 2. Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

SECTION 3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by the Chairman of the Board, if one is elected, the Chief Executive Officer, President or the Treasurer or any other officer, employee or agent of the Corporation as the Board of Directors or the executive committee of the Board may authorize.

SECTION 4. Voting of Securities. Unless the Board of Directors otherwise provides, the Chairman of the Board, if one is elected, the Chief Executive Officer, President or the Treasurer may waive notice of and act on behalf of the Corporation, or appoint another person or persons to act as proxy or attorney in fact for the Corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by the Corporation.

SECTION 5. Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

SECTION 6. Corporate Records. The original or attested copies of the Certificate, By-laws and records of all meetings of the incorporators, stockholders and the Board of Directors and the stock transfer books, which shall contain the names of all stockholders, their record addresses and the amount of stock held by each, may be kept outside the State of Delaware and shall be kept at the principal office of the Corporation, at an office of its counsel, at an office of its transfer agent or at such other place or places as may be designated from time to time by the Board of Directors.

SECTION 7. Certificate. All references in these By-laws to the Certificate shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended and/or restated and in effect from time to time.

SECTION 8. Exclusive Jurisdiction of Delaware Courts or the United States Federal District Courts. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for any state law claims for (i) any derivative action or proceeding brought on behalf of the

Corporation, (ii) any action asserting a claim of, or a claim based on, a breach of a fiduciary duty owed by any current or former director, officer or other employee of the Corporation to the Corporation or the Corporation' s stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law or the Certificate or Bylaws (including the interpretation, validity or enforceability thereof), or (iv) any action asserting a claim governed by the internal affairs doctrine. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 8.

SECTION 9. Amendment of By-laws.

(a) Amendment by Directors. Except as provided otherwise by law, these By-laws may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the directors then in office.

(b) Amendment by Stockholders. These By-laws may be amended or repealed at any Annual Meeting, or special meeting of stockholders called for such purpose in accordance with these By-Laws, by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding shares entitled to vote on such amendment or repeal, voting together as a single class; provided, however, that if the Board of Directors recommends that stockholders approve such amendment or repeal at such meeting of stockholders, such amendment or repeal shall only require the affirmative vote of the majority of the outstanding shares entitled to vote on such amendment or repeal, voting together as a single class. Notwithstanding the foregoing, stockholder approval shall not be required unless mandated by the Certificate, these By-laws, or other applicable law.

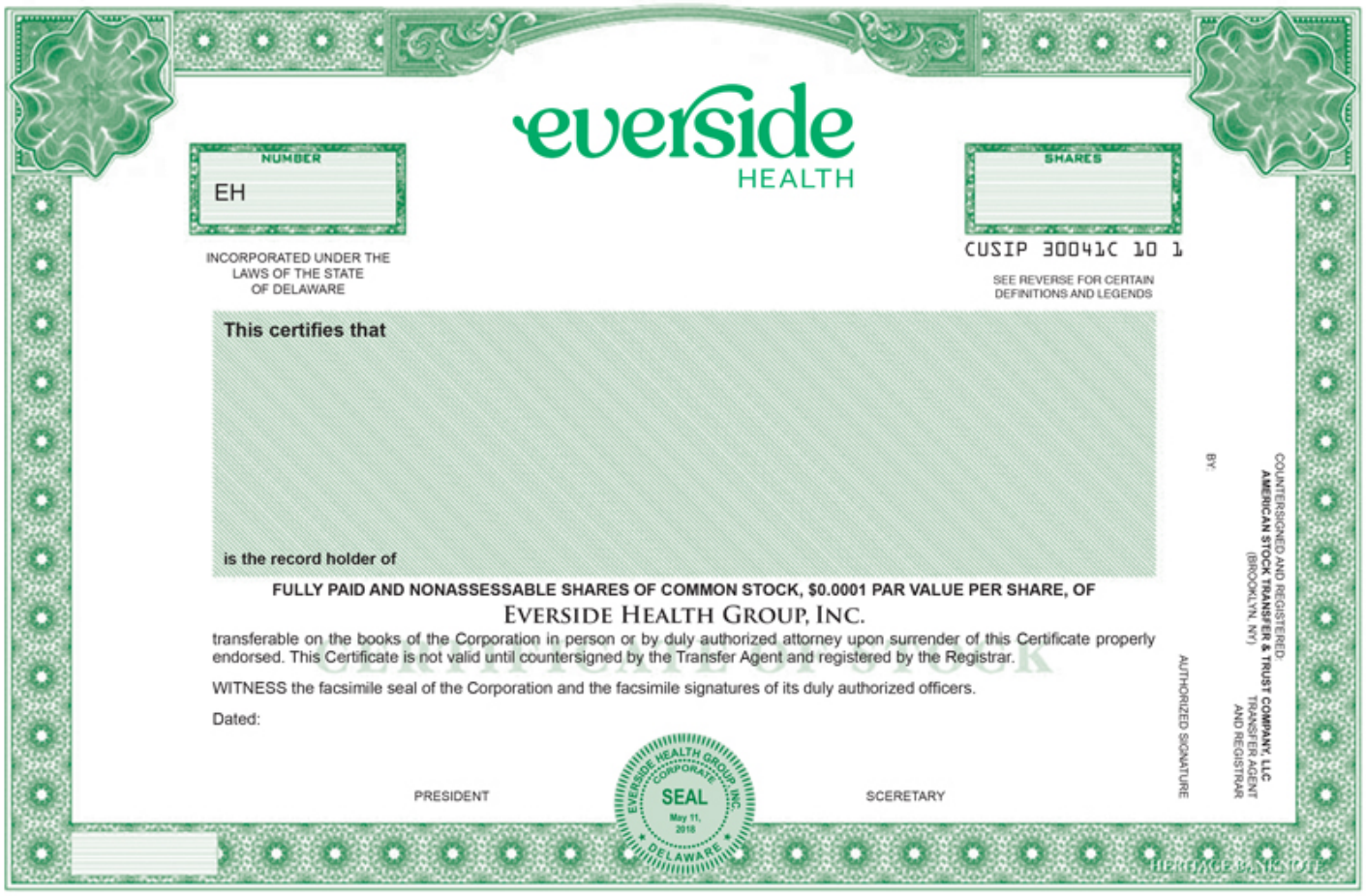
SECTION 10. Notices. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder' s address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

SECTION 11. Waivers. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business to be transacted at, nor the purpose of, any meeting need be specified in such a waiver.

APPROVED: _____, 2021 subject to and effective upon the closing of the Corporation' s initial public offering.

EFFECTIVE: _____, 2021

Exhibit 4.1



The Corporation shall furnish without charge to each stockholder who so requests a statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock of the Corporation or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Such requests shall be made to the Corporation's Secretary at the principal office of the Corporation.

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN, OR DESTROYED THE CORPORATION WILL REQUIRE A BOND INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common
COM PROP	–	as community property

UNIF GIFT MIN ACT – ..... Custodian .....
(Cust) (Minor)
under Uniform Gifts to Minors Act.....
(State)

UNIF TRF MIN ACT – ..... Custodian (until age .....)
(Cust)
..... under Uniform Transfers
(Minor)
to Minors Act.....
(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____

_____

_____ shares
of the capital stock represented by within Certificate, and do hereby irrevocably constitute and appoint

_____ attorney-in-fact
to transfer the said stock on the books of the within named Corporation with full power of the substitution in the premises.

Dated _____

X _____

X _____

Signature(s) Guaranteed:

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

By _____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15. GUARANTEES BY A NOTARY PUBLIC ARE NOT ACCEPTABLE. SIGNATURE GUARANTEES MUST NOT BE DATED.

Exhibit 10.6

WEWATTA AND WYNKOOP PT, LLC, as Landlord,

and

PALADINA HEALTH, LLC, as Tenant

Dated as of November 12, 2018

(with Effective Date as provided in the Lease)

1400 Wewatta

Denver, Colorado

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1400 WEWATTA OFFICE LEASE AGREEMENT

THIS 1400 WEWATTA OFFICE LEASE AGREEMENT is made and entered into as of the Effective Date by and between WEWATTA AND WYNKOOP PT, LLC, a Delaware limited liability company, as Landlord, and PALADINA HEALTH, LLC, a Delaware limited liability company, as Tenant.

ARTICLE 1
DEFINITIONS AND BASIC TERMS

1.1 Definitions. Capitalized terms used in this Lease have the meanings ascribed to them on the attached Exhibit A.

1.2 Basic Terms. The following basic terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

1.	**Premises:**	Suite 350, consisting of approximately 17,626 rentable square feet and located on the third floor of the Building ("Suite 350 Premises"), and Suite 340 consisting of approximately 1,850 rentable square feet and located on the third floor of the Building ("Suite 340 Premises"). The Premises is depicted on **Exhibit C-1**. (See Section 2.1)
2.	**Building:**	Nine-story office building at 1400 Wewatta Street, Denver, Colorado, consisting of approximately 196,508 rentable square feet
3.	**Lease Term:**	84 months (See Section 2.2)
4.	**Term Renewal Option:**	One 36-month period (See Section 2.3.1)
5.	**Suite 350 Premises Delivery Date:**	April 30, 2019 (See Section 2.2)
6.	**Basic Rent:**	

Months	Annual Basic Rent (based on 17,626* rentable square feet)/ Annual Basic Rent per rentable square foot of the Suite 350 Premises (See Section 3.1)	Annual Basic Rent (based on 1,850 rentable square feet)/ Annual Basic Rent per rentable square foot of the Suite 340 Premises (See Section 3.1)	Monthly Installments of Basic Rent
05/01/19-11/31/19	$315,000.00 / $31.50	$0.00 / $0.00	$26,250.00
12/01/19-04/30/20	$315,000.00 / $31.50	$0.00 / $0.00	$26,250.00
05/01/20-04/30/21	$568,438.50 / $32.25	$59,662.50 / $32.25	$52,341.75
05/01/21-04/30/22	$581,658.00 / $33.00	$61,050.00 / $33.00	$53,559.00
05/01/22-04/30/23	$594,877.50 / $33.75	$62,437.50 / $33.75	$54,776.25
05/01/23-04/30/24	$608,097.00 / $34.50	$63,825.00 / $34.50	$55,993.50
05/01/24-04/30/25	$621,316.50 / $35.25	$65,212.50 / $35.25	$57,210.75
05/01/25-04/30/26	$634,536.00 / $36.00	$66,600 / $36.00	$58,428.00

*Annual Basic Rent and Monthly Installments of Basic Rent for the first 12 months of the Term are based on 10,000 rentable square feet.

7.	**Initial Tenant' s Share of Expenses Percentage:**	8.97%, at such times that the Premises consists of the Suite 350 Premises, and 9.911%, at such times that the Premises consists of the Suite 350 Premises and Suite 340 Premises, subject to adjustment so that Tenant' s Share of Expenses Percentage is equal to a fraction (stated as a percentage) the denominator of which is the rentable square footage of the leasable office area in the Building, whether occupied or not (excluding, without limitation, all Common Area), as determined by Landlord in substantial accordance with BOMA Standards, and the numerator of which is the rentable square footage of the Premises as also determined by Landlord in substantial accordance with BOMA Standards.
8.	**Improvement Allowance:**	$59.00 per rentable square foot of the Premises.
9.	**Current Property Manager Address:**	Wewatta and Wynkoop PT, LLC c/o Crestone Partners, LLC 1401 Wynkoop Street, Suite 100 Denver, Colorado 80202 Attention: David G, Meatus
	Current Rent Payment Address:	Wewatta and Wynkoop PT, LLC 24594 Network Place Chicago, IL 60673-1245
10.	**Address of Landlord for Notices:**	Wewatta and Wynkoop PT, LLC c/o Crestone Partners, LLC 1401 Wynkoop Street, Suite 100 Denver, Colorado 80202 Attention: Garth R. Tait
	With a copy to:	Wewatta and Wynkoop PT, LLC c/o SSGA Funds Management, Inc. (its Investment Advisor) 2600 Michelson Drive, Suite 1700 Irvine, California 92612 Attention; Roland Siegl
	With a copy to:	Wewatta and Wynkoop PT, LLC c/o SSGA Funds Management, Inc. (its Investment Advisor) 1600 Summer Street Stamford, Connecticut 06905 Attention: Leanne Dunn
	With a copy to:	Wewatta and Wynkoop PT, LLC c/o Crestone Partners, LLC 1401 Wynkoop Street, Suite 100 Denver, Colorado 80202 Attention: David G. Meares
11.	**Address of Tenant for Notices:**	
	Prior to the Commencement Date:	Paladina Health, LLC 1551 Wewatta Street Denver, Colorado 80202 Attention: Gregory Mayers, General Counsel

After the Commencement Date:	Paladina Health, LLC 1400 Wewatta Street. Suite 350 Denver, Colorado 80202 Attention: Gregory Mayers, General Counsel
In either case, with a copy to:	Mark K. Payne, Esq. Winzenburg, Leff, Purvis & Payne, LLP 8020 Shaffer Parkway, Suite 300 Littleton, Colorado 80127
12. Broker(s):	Robert T. Flynn, Crestone Partners LLC (representing Landlord); Dan McGowan, Jones Lang LaSalle (representing Tenant); and Garth R. D. Tait, Silverbrae Commercial Realty, Inc. acting in capacity of transactional broker (See Section 19.11)
13. Security Deposit and Letter of Credit:	Tenant shall upon execution of this Lease deposit with Landlord the sum of $75,000.00 (“Security Deposit”) (See Section 19.25)
14. Letter of Credit:	Tenant will within thirty (30) days after execution of this Lease provide Landlord with an irrevocable transferable ‘ ‘evergreen” letter of credit in the amount of $600,000.00 from Comerica Bank (El Segundo, CA location) or some other financial institution selected by Tenant and reasonably approved by Landlord, naming Landlord as its beneficiary and in substantially the same from as attached **Exhibit H** (the “LOC”). Tenant shall have the right, at any time, to substitute the LOC with a cash deposit to Landlord. The LOC (or cash deposit, if applicable), will be available to Landlord to cure any Tenant Event of Default hereunder in accordance with Section 19.26.2.
15. Maximum Number of Parking Spaces:	The maximum number of unreserved parking spaces in the Parking Garage that Tenant has the right to rent pursuant to Section 2.6 is twenty-five (25) unreserved parking spaces

ARTICLE 2
LEASE OF PREMISES AND LEASE TERM

2.1 Premises. In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms, covenants and conditions set forth in this Lease. The rentable area of the Premises is the rentable area specified in Paragraph I of the Basic Terms. Landlord has determined the rentable area of the Premises substantially in accordance with BOM A Standards. The rentable area of the Premises set forth in the Basic Terms is determinative of such area for all purposes under this Lease.

2.2 Term, Delivery and Commencement.

2.2.1 Commencement and Expiration of Term. The Term of this Lease is the period stated in the Basic Terms. The Term commences on the Commencement Date and, unless earlier terminated in accordance with the terms and conditions of this Lease, expires on the last day of the last calendar month of the Term.

2.2.2 Tender of Possession. Landlord will use commercially reasonable efforts to achieve Substantial Completion of Tenant’ s Improvements upon the First Phase and the Second Phase (as defined in Section 18.7 below) of the Suite 350 Premises and tender possession of the First Phase and Second Phase of the Suite 350 Premises to Tenant on or before the Delivery Date. If Landlord does not achieve Substantial Completion of Tenant’ s Improvements on the First Phase and the Second Phase of the Suite 350 Premises and deliver possession of the First

Phase and Second Phase of the Suite 350 Premises by the Delivery Date, then, except as provided below, Landlord will not be in default or liable in damages to Tenant, nor will the obligations of Tenant be affected, provided, however, that (a) the Commencement Date will be extended automatically by one day for each day of the period after the Delivery Date to the earlier of the fifteenth (15th) day occurring after the Actual Substantial Completion Date, or the date that Tenant commences business operations in the First Phase and the Second Phase of the Suite 350 Premises, less any portion of that period attributable to Tenant Delay; (b) if the Actual Substantial Completion Date has not occurred within twenty-one (21) days after the Delivery Date for reasons other than Tenant Delay, then Tenant shall receive a credit against Basic Rent in the amount of Eight Hundred Forty Six and 77/100 U.S. Dollars ($846.77) for each day occurring after the twenty-first (21st) day following the Delivery Date until the date the Actual Substantial Completion Date occurs. Such credit shall be applied commencing on the second (2nd) month of the Term. Such amount shall be liquidated damages, and is intended to compensate Tenant for damages suffered by Tenant due to the delay in taking possession of the Premises, such damages being difficult to determine, and is not intended to constitute a penalty; and (c) if the Actual Substantial Completion Date does not occur on or before 180 days after the Delivery Date, plus any period of delay caused by Tenant Delay, either party will have the right to terminate this Lease by delivering written notice of termination to the other not more than 30 days after such deadline, provided that if Tenant has not so terminated this Lease within 10 days after such deadline, then Landlord may notify Tenant of the date on which Landlord then expects Substantial Completion to occur and, if Tenant does not terminate this Lease by notice to Landlord given within 10 days after the delivery to Tenant of such notice from Landlord, then such deadline will be deemed extended to the projected date set forth in such notice from Landlord to Tenant and neither party will have any further right to terminate this Lease unless Substantial Completion does not occur by such extended deadline, in which case the parties will have the same rights set forth in this sentence with respect to such extended deadline as they had with respect to the prior deadline. Upon a termination under clause (b) above, each party will, upon the other' s request, execute and deliver an agreement in recordable form containing a release and surrender of all right, title and interest in and to this Lease; neither Landlord nor Tenant will have any further obligations to each other, including, without limitation, any obligations to pay for work previously performed in the Suite 350 Premises; all improvements to the Suite 350 Premises will become and remain the property of Landlord; and Landlord will refund to Tenant any sums paid to Landlord by Tenant in connection with this Lease, including, without limitation, any payments to Landlord of portions of Tenant' s Cost. Such postponement of the commencement of the Term, the credit against the Basic Rent (if applicable) and/or termination and refund right (if applicable) will be in full settlement of all claims that Tenant might otherwise have against Landlord by reason of Landlord' s failure to cause the Actual Substantial Completion Date to occur within twenty- one (21) days of the Delivery Date.

2.2.3 Commencement Date Memorandum. Within a reasonable time after the Commencement Date, Landlord may deliver to Tenant the Commencement Date Memorandum with all blanks relating to dates completed with dates Landlord derives in accordance with this Lease. Tenant, within 10 days after receipt from Landlord, will either execute and deliver to Landlord the Commencement Date Memorandum or notify Landlord of any blanks that Tenant believes have been completed incorrectly and the information that Tenant believes to be correct. If Tenant so notifies Landlord of proposed corrections, the parties will cooperate in good faith to complete and mutually execute and deliver a correct Commencement Date Memorandum as soon as possible thereafter. Tenant' s failure to execute and deliver to Landlord the Commencement Date Memorandum does not affect any obligation of Tenant under this Lease. If Tenant does not timely execute and deliver to Landlord the Commencement Date Memorandum or deliver such notice of proposed corrections, Landlord and any prospective

2.2.4 Early Occupancy. Tenant will have the right of access to the Suite 350 Premises for purposes of installing Tenant' s data and communications equipment fifteen (15) days prior to the Commencement Date. Tenant will have no obligation to pay any Rent for such early access to the Suite 350 Premises, but during any such period of early access, Tenant must otherwise comply with and observe all terms and conditions of this Lease. Tenant' s activities in the Suite 350 Premises during any such early access may not hinder Landlord, in any way, from completing Tenant' s Improvements.

2.2.5 Tender of Possession of Suit 340 Premises. Landlord will use commercially reasonable efforts to achieve Substantial Completion of Tenant' s Improvements upon the Suite 340 Premises on or before December 1, 2019 (the "Suite 340 Premises Delivery Date"). If Landlord does not achieve Substantial Completion of Tenant' s Improvements to the Suite 340 Premises and deliver possession of the Suite 340 Premises by the Suite 340 Premises Delivery Date, Landlord will not be in default or liable in damages to Tenant (except as provided below), nor will the obligations of Tenant be affected, provided, however, that the date for the commencement of payment of

Rent for the Suite 340 Premises ("Suite 340 Premises Rent Commencement Date") will be extended automatically by one day for each day of the period after the Suite 340 Premises Delivery Date to the earlier of the day occurring after the day Landlord achieves Substantial Completion of the Tenant' s Improvements to the Suite 340 Premises, or the date that Tenant commences business operations in the Suite 340 Premises, less any portion of that period attributable to a Tenant Delay and Tenant shall receive a credit against Basic Rent in the amount of $262.29 for each day that occurs after the twenty-first (21st) day following the Suite 340 Premises Delivery Date until the date the Suite 340 Premises Rent Commencement Date occurs. Such credit shall be applied commencing on the second month following the Suite 340 Premises Commencement Date. Such amount shall be liquidated damages, and is intended to compensate Tenant for damages suffered by Tenant due to the delay in taking possession of the Suite 340 Premises, such damages being difficult to determine, and is not intended to constitute a penalty; Such postponement of the Suite 340 Premises Rent Commencement Date and the Basic Rem credit will be in full settlement of all claims that Tenant might otherwise have against Landlord by reason of Landlord' s failure to achieve Substantial Completion of Tenant' s Improvements to the Suite 340 Premises by the Suite 340 Premises Delivery Date.

2.3 Renewal Option.

2.3.1 Renewal of Term. Provided that no uncured Event of Default exists at the lime of exercise, Tenant may renew the Term for a period of thirty-six (36) months (the "Renewal Term"). Tenant must exercise such right of renewal ("Renewal Option"), if at all, by delivering written notice of Tenant' s exercise at least 12 months but no earlier than 15 months prior to the expiration of the then-current Term. The renewal of the Term will be on the same terms, covenants and conditions as in this Lease, other than Basic Rent. Subject to this Section 2.3.1, Basic Rent for the renewal period will be the "Fair Market Basic Rent" (as defined below) for such renewal period, net of all reimbursements for Expenses and including any fair market escalations of such rate during the Renewal Term. As used herein, "Fair Market Basic Rent" shall mean the fair market rental rate for the Premises, taking into consideration all relevant factors, including, without limitation, the age, type, quality, and size of space located in the Building and in comparable buildings (in age, type, quality and size) located in the lower downtown Denver, Colorado office market (the "Comparable Buildings"); the size of leased premises (specifically, greater than 15,000 rentable square feet; any tenant improvement allowances, rent abatement or other monetary concessions being granted such tenants in connection with such comparable space; and less the value of existing improvements to Tenant in the subject space, under leases at such then-current fair market rental rates and those (if any) applicable hereunder. In the event there are less than three lease transactions of comparable space that are consummated in the Comparable Buildings within 12 months prior to the date Tenant gives notice of its exercise of such right of renewal, "Comparable Buildings", for purposes of determining the Fair Market Basic Rent shall be expanded to include other comparable buildings and leases in the central business district of Denver, Colorado. If Tenant exercises such right of renewal, Landlord will provide its good faith determination of such Fair Market Basic Rent and deliver Landlord' s determination (the "Landlord' s FMBR Determination") to Tenant within 30 days following Landlord' s receipt of Tenant' s exercise notice, but in no event will Landlord be required to deliver the Landlord' s FMBR Determination earlier than 9 months prior to the expiration of the then-current Term.

2.3.2 Basic Rent Appraisal. If Tenant disputes Landlord' s FMBR Determination for the Renewal Term, Tenant will deliver notice of such dispute, together with Tenant' s proposed Fair Market Basic Rent, to Landlord within 30 days after Tenant' s receipt of Landlord' s FMBR Determination. The parties will then attempt in good faith to agree upon the Fair Market Basic Rent. If the parties fail to agree within 10 Business Days after the delivery of Tenant' s notice of dispute, then Tenant will be entitled to give notice to Landlord of Tenant' s election to have the Fair Market Basic Rent determined by appraisal as provided in this Section 2.3.2. Upon delivery and receipt of such notice, Tenant will, within 15 Business Days thereafter, select a broker meeting the criteria for the Deciding Appraiser (with the exception that such broker may have material financial or business interest in common with Tenant or its Affiliates). Within 15 Business Days after Tenant' s selection, Landlord and Tenant' s selected broker shall meet promptly and attempt to set the Fair

Market Basic Rent taking into account all of the relevant factors described in Section 2.3.1. If Landlord' s FMBR Determination and Tenant' s selected broker' s determination of Fair Market Basic Rent are within ten percent (10%), the Fair Market Basic Rent shall be the average of the Landlord' s FMBR Determination and the Tenant' s selected broker' s Fair Market Basic Rent determination. If the Landlord' s FMBR Determination and the Tenant' s selected broker' s Fair Market Basic Rent determination are not within ten percent (10%), Landlord and Tenant shall mutually appoint a third individual who meets the criteria for, and who will be, the Deciding Appraiser. Within five Business Days after the appointment of the Deciding Appraiser, Landlord and Tenant will submit to the Deciding Appraiser the Landlord' s FMBR Determination and the Tenant' s selected broker' s Fair Market Basic Rent determinations of Fair Market Basic Rent and any related information that Landlord or Tenant, as the case may be, wishes the Deciding Appraiser to consider. Within 20 days after such appointment of the Deciding Appraiser, the Deciding Appraiser will review each party' s submittal (and such other information as the Deciding Appraiser deems necessary) and will select either the amount set forth in Landlord' s FMBR Determination or Tenant' s selected broker' s Fair Market Basic Rent determination but no other amount (but based on the Deciding Appraiser' s independent determination of whether the submittal presented by Landlord or the submittal presented by Tenant' s selected broker is closer to the actual Fair Market Basic Rent, using the criteria for such rent described in Section 2.3.1). Subject to the previous sentence, if the Deciding Appraiser timely receives one party' s submittal, but not both, the Deciding Appraiser must designate the submitted proposal as the Fair Market Basic Rent for the applicable renewal of the Term. Any determination of Fair Market Basic Rent made by the Deciding Appraiser in violation of the provisions of this Section 2.3.2 will be beyond the scope of authority of the Deciding Appraiser and will be null and void. If the determination of Fair Market Basic Rent is made by a Deciding Appraiser, Landlord and Tenant will each pay, directly to the Deciding Appraiser, 50% of all fees, costs and expenses of the Deciding Appraiser, Landlord and Tenant will each separately pay al! costs, fees and expenses of their respective additional broker (if any) used to determine the Deciding Appraiser,

2.3.3 Limitation on Renewal Rights. Tenant will have no right to extend the Term and a notice purporting to exercise Tenant' s Renewal Option will be ineffective, at Landlord' s option, if an Event of Default exists at the lime the Renewal Notice is given. The Renewal Option will apply to all of the Premises. Any termination of this Lease terminates all rights under this Section 2.3. Any assignment of this Lease or subletting by Tenant of substantially all of the Premises terminates the Renewal Options unless (i) such assignment or subletting by Tenant is to an Affiliate of Tenant, (ii) such assignment or subletting does not require Landlord' s consent under the terms of Section 14.1.2 of this Lease, or (iii) Landlord consents in writing to the transfer of the Renewal Rights at the time of granting its consent to such an assignment or subletting.

2.4 Right of First Offer.

2.4.1 Additional Space. Subject to all of the terms and conditions set forth in this Section 2.4, Landlord hereby grants to Tenant, the continuous first right to lease for the Applicable Term additional square footage located on the third (3rd) floor of the Building (the "Additional Space") consisting of approximately 8,199 rentable square feet and which is depicted on **Exhibit C-2** attached hereto (the "Right of First Offer"). Tenant' s rights hereunder shall be subject to any renewal, expansion option, first right of offer, first right of refusal or similar rights previously granted to (i) any tenant of the Project as of the Effective Date, (ii) now or hereafter granted to Zayo Group, LLC and its successors and assigns; or, (iii) to any tenant leasing any portion of the Additional Space after Tenant fails to exercise any Right of First Offer or Right of First Refusal (collectively, the "Superior Rights"). The Superior Rights as of the date of the Lease are described on **Exhibit F** attached hereto. The "Applicable Term" for which any First Offer Space will be leased to Tenant pursuant to the Right of First Offer will always be coterminous with the Term of this Lease and will therefore be the remaining Term of this Lease as of the date on which Tenant first becomes obligated to pay Rent for such First Offer Space. If such remaining Term is less than two years, then Tenant will be required to exercise the Renewal Option in order to lease the subject Additional Space and therefore the Applicable Term will run until the end of the Renewal Term if applicable. In the event less than two years remains in the Renewal Term, this Right of First Offer shall be deemed to have expired and be null, void and of no further effect. If, at any time while the Right of First Offer is in effect, any Additional Space, that is Available for Lease. Landlord will, prior to binding itself to a lease of such space to any third party (other than a party exercising Superior Rights), except as subject to Tenant' s rights hereunder, notify Tenant (an "Offer Notice") of the availability of such Additional Space and the terms and conditions that Landlord is willing to lease such Additional Space to Tenant. The Offer Notice shall provide for the following: (i) an improvement allowance, based on a per rentable square foot basis, equal to $59.00 multiplied by a fraction the numerator of which is the scheduled number of months remaining in the Term as of the date such Additional Space will be added to the Premises and the denominator of which is 84, and (ii) Basic Rent shall be equal on a per rentable square foot basis as the Basic Rent for the Suite 350 Premises as provided in Paragraph 6 of Section 1.2, which shall then become Basic Rent for the Additional Space to Fair Market Basic Rent, which shall then become Basic Rent for the Additional Space. Tenant will have until 5:00 p.m. on the seventh (7th) Business Day after Landlord' s delivery of an Offer Notice (the "ROFO Acceptance Deadline") to notify Landlord that Tenant will lease all of the portion of the Additional Space described in the Offer Notice (an "ROFO Acceptance Notice "). If Tenant delivers its ROFO Acceptance Notice prior to the ROFO Acceptance Deadline, then Landlord and Tenant will execute an amendment to this Lease that incorporates such Additional Space into the Premises for the remaining Term

hereof (including any renewal thereof), increases Tenant' s Share of Expenses Percentage to reflect the increase in rentable area of the Premises, provides for the Basic Rent to be paid by Tenant for the Additional Space for the remainder of the initial Term and for a tenant improvement allowance for improvements to such Additional Space per the Offer Notice. If Tenant does not exercise its Right of First Offer pursuant to the terms of this Section 2.4.1, Landlord may, subject to the provisions of Section 2.5, lease the Additional Space.

2.4.2 Limitations on Tenant' s Right of First Offer. The Right of First Offer shall be subject and subordinate to the Superior Rights. Landlord will have no obligation to give an Offer Notice and Tenant may not exercise the Right of First Offer during any time that either (i) any portion of the Premises is the subject of a sublease to a non-Affiliate, or (ii) an Event of Default exists. Any termination of this Lease terminates all rights under this Section 2.4. Any assignment of this Lease or subletting of substantially all of the Premises terminates the Right of First Offer unless (i) such assignment or subletting by Tenant is to an Affiliate of Tenant, (ii) such assignment does not require Landlord' s consent under the terms of Section 14.1.2 of this Lease, or (iii) Landlord consents in writing to the transfer of the Right of First Offer at the time of granting its consent to such an assignment or subletting.

2.5 Right of First Refusal.

2.5.1 First Right Space. Subject to all of the terms and conditions set forth in this Section 2.5, and subject to the Superior Rights, Landlord hereby grants to Tenant, the ongoing first right to lease for the Applicable Term the Additional Space (the "First Right"). The "Applicable Term" for which any such Additional Space shall be the term set forth in the Refusal Offer Notice (hereinafter defined). In the event less than three years remains in the initial Term of this Lease, Tenant will be required to exercise the Renewal Option in order to lease the subject Additional Space. In the event less than three years remains in the Renewal Term, this First Right shall be deemed to have expired and be null, void and of no further effect. If, at any time while the First Right is in effect, any Additional Space is Available to Lease, Landlord will, prior to binding itself to a lease of such space to any third party, notify Tenant of the portion of the Additional Space which is Available for Lease and shall provide Tenant with a copy of all the material terms and conditions of a bona fide offer Landlord wishes to accept, either in form of a proposal or a letter of intent signed by or on behalf of a third party (a "Refusal Offer Notice"). Tenant will have until 5:00 p.m. on the seventh (7th) Business Day after Landlord' s delivery of a Refusal Offer Notice (the "Acceptance Deadline") to notify Landlord that Tenant will lease all of the portion of the Additional Space described in the Refusal Offer Notice (an "Acceptance Notice"). If Tenant delivers its Acceptance Notice prior to the Acceptance Deadline, then Landlord and Tenant will execute an amendment to this Lease that incorporates the applicable portion of the Additional Space into the Premises for the Applicable Term, increases Tenant' s Share of Expenses Percentage to reflect the increase in rentable area of the Premises, provides for the Basic Rent to be paid by Tenant for such portion of the Additional Space for the Applicable Term and for a tenant improvement allowance for improvements to such portion of the Additional Space per the Refusal Offer Notice. If Tenant fails to deliver its Acceptance Notice prior to the Acceptance Deadline, then, for a period of 120 days from and after the subject Acceptance Deadline (a "Leasing Period"), Landlord will be free, without further restriction, to enter into a lease with the third-party tenant (or an affiliate) who submitted the offer to Landlord for the portion of the Additional Space described in the subject Refusal Offer Notice. Except as provided in the immediately preceding sentence, Tenant' s failure to exercise the first right to lease in any one or more instances shall not affect its rights thereafter to lease the Additional Space under the terms of this Section 2.5.1.

2.5.2 Limitations on Tenant' s Right of First Refusal. The First Right of Refusal shall be subject and subordinate to the Superior Rights. Landlord will have no obligation to give a Right of First Refusal Notice and Tenant may not exercise the Right of First Refusal during any time that either (i) any portion of the Premises is the subject of a sublease to a non-Affiliate, or (ii) an Event of Default exists. Any termination of this Lease terminates all rights under this Section 2.5. Any assignment of this Lease or subletting by Tenant of substantially all of the Premises terminates the Right of First Refusal unless (i) such assignment or subletting by Tenant is to an Affiliate of Tenant, (ii) such assignment does not require Landlord' s consent under the terms of Section 14.1.2 of this Lease, or (iii) Landlord consents in writing to the transfer of the Right of First Refusal at the time of granting its consent to such an assignment or subletting.

2.6 Parking. Subject to the following provisions, during the Term (including any extension thereof, Landlord agrees to permit Tenant the use of, and Tenant agrees to pay the amounts described herein for the use of, up to the Maximum Number of Parking Spaces in the Parking Garage. In no event will Tenant have the right to rent more Parking Spaces than the Maximum Number of Parking Spaces, unless otherwise agreed by Landlord and Tenant.

Throughout the Term, Tenant will pay monthly rental for each of the Parking Spaces then rented by Tenant at the market rates in effect from time to time for covered parking spaces in the Parking Garage, which rental rate is currently $220.00 per unreserved space which is not a Tandem Parking Space, and $165.00 per unreserved Tandem Parking Space. Landlord will notify Tenant at least 30 days prior to any change in the monthly parking rates. Within the first year of the Term (the "Parking Determination Deadline") Tenant will notify Landlord in writing of how many Parking Spaces (up to the Maximum Number of Parking Spaces) Tenant intends to occupy for the balance of the Term, as it may be extended pursuant to Section 2.3. If Tenant fails to notify Landlord by the Parking Determination Deadline, then Landlord will have no further obligation to provide Parking Spaces to Tenant under this Lease, other than the number of Parking Spaces being used by Tenant upon the Parking Determination Deadline. Tenant will have the right, from time to time, to relinquish one or more of its Parking Spaces as of the end of any calendar month, upon not less than 30 days' prior notice. Upon such relinquishment, Landlord will have no further obligation to provide the relinquished Parking Space(s) to Tenant and Tenant will have no further obligation to pay Rent for such relinquished Parking Spaces. Tenant may also, from time to lime, request that the number of Parking Spaces then rented by Tenant be increased by any number up to the Maximum Number of Parking Spaces set forth in the Basic Terms and, the Landlord will make up to such number of Parking Spaces available to Tenant as soon as possible, provided, after the Parking Determination Deadline, any additional Parking Spaces requested by Tenant will be subject to availability on a first come basis. All monthly rent for the Parking Spaces will be payable in advance of the first day of each month for which such Rent is due to the same place as payments of Basic Rent (unless Landlord directs otherwise) and will be considered Rent under this Lease. Tenant' s rights to use the Parking Garage will be nonexclusive, except that Landlord will not grant any other party the right to use Tenant' s reserved Parking Spaces. No regular overnight parking in any of the Parking Spaces will be allowed. Tenant will also have the right to permit its employees, visitors and clients to use the Parking Garage in common with all other occupants of the Project and their respective employees, visitors and clients, subject to payment of the short-term parking rates then in effect and subject to availability. All of Tenant' s rights under this Section 2.6 will terminate upon the termination or expiration of this Lease. Tenant will not abuse its privileges with respect to the Parking Garage and will use the Parking Garage in accordance with Landlord' s reasonable rules and regulations.

ARTICLE 3
RENTAL AND OTHER PAYMENTS

3.1 Basic Rent. Tenant will pay Basic Rent in monthly installments to Landlord, in advance, without offset or deduction, commencing on the Commencement Date and continuing on the first day of each and every calendar month after the Commencement Date during the Term. Tenant will make all Basic Rent payments to Landlord in care of Property Manager at the address specified in Paragraph 9 of Section 1.2 or at such other place or in such other manner as Landlord may from time to time designate in writing (with such notice of change being provided at least 30 days prior to Tenant having to send any payments to the new address). Tenant will make all Basic Rent payments without Landlord' s previous demand, invoice or notice for payment. Landlord and Tenant will prorate, on a per diem basis. Basic Rent for any partial month within the Term. At Tenant' s election, Tenant shall have the right to pay Basic Rent and Additional Rent by ACH direct electronic deposit to an account specified by Landlord from time to time.

3.2 Additional Rent. Article 4 of this Lease requires Tenant to pay Tenant' s Share of Expenses pursuant to estimates Landlord delivers to Tenant. Tenant will make all estimated payments of Tenant' s Share of Expenses in accordance with Sections 4.3 and 4.4, without Landlord' s previous demand, invoice or notice for payment. Except as specifically set forth in this Lease, Tenant will pay all other Additional Rent described in this Lease that is not estimated under Sections 4.3 and 4.4 within 10 days after receiving Landlord' s invoice for such Additional Rent. Tenant will make all Additional Rent payments to the same location and, except as described in the previous sentence, in the same manner as Tenant' s Basic Rent payments and without deduction or offset.

3.3 Delinquent Rental Payments. If Tenant does not pay any installment of Basic Rent or Additional Rent within 5 days of the date on which the payment is due, then Tenant will pay Landlord (i) an additional amount equal to the interest on the delinquent payment calculated at the Maximum Rate from the date when the payment is due through the date the payment is made, and (b) a late payment charge equal to 5% of the amount of the delinquent payment. Landlord' s right to such compensation for the delinquency is in addition to all of Landlord' s rights and remedies under this Lease, at law or in equity.

3.4 Independent Obligations. Notwithstanding any contrary term or provision of this Lease, Tenant' s covenant and obligation to pay Rent is independent from any of Landlord' covenants, obligations, warranties or representations in this Lease. Tenant will pay Rent without any right of offset or deduction.

ARTICLE 4
PROPERTY TAXES AND OPERATING EXPENSES

4.1 Payment of Expenses. Tenant will pay, as Additional Rent and in the manner this Article 4 describes, Tenant' s Share of Expenses for each and every calendar year of the Term Landlord will prorate Tenant' s Share of Expenses for the calendar year in which this Lease commences or terminates as of the Commencement Date or termination date, as applicable, on a per diem basis based on the number of days of the Term within such calendar year. Tenant shall only be obligated to pay Tenant' s Share of Expenses on 10,000 rentable square feet during the initial 12 months of the Term.

4.2 Estimation of Tenant' s Share of Expenses. At least 30 days before the start of each calendar of the Term, Landlord will deliver to Tenant a written estimate of the following for each calendar year of the Term: (a) Property Taxes, (b) Operating Expenses, (c) Tenant' s Share of Expenses, and (d) the annual and monthly Additional Rent attributable to Tenant' s Share of Expenses.

4.3 Payment of Estimated Tenant' s Share of Expenses. Tenant will pay the amount Landlord estimates as Tenant' s Share of Expenses under Section 4.2 for each and every calendar year of the Term in equal monthly installments, in advance, commencing on the Commencement Date and continuing on the first day of each and every month during the Term. If Landlord has not delivered the estimate to Tenant by the first day of December prior to the applicable calendar year, Tenant will continue paying Tenant' s Share of Expenses based on Landlord' s estimate for the previous calendar year. When Tenant receives Landlord' s estimate for the current calendar year, Tenant will pay the estimated amount (less amounts Tenant paid to Landlord in accordance with the immediately preceding sentence) in equal monthly installments over the balance of such calendar year, with the number of installments being equal to the number of full calendar months remaining in such calendar year.

4.4 Re-Estimation of Expenses. Landlord may re-estimate Expenses from time to time during the Term, but in no event shall a re-estimate occur more than twice in a 12 month period.. In such event, Landlord will re-estimate the monthly Additional Rent attributable to Tenant' s Share of Expenses to an amount sufficient for Tenant to pay the re-estimated monthly amount over the balance of the calendar year. Landlord will notify Tenant of the re-estimate and Tenant will pay the re-estimated amount in the manner provided in the last sentence of Section 4.3.

4.5 Confirmation of Tenant' s Share of Expenses. After the end of each calendar year within the Term, Landlord will determine the actual amount of Expenses and Tenant' s Share of Expenses for the expired calendar year and deliver to Tenant a written statement of such amounts. If Tenant paid less than the actual amount of Tenant' s Share of Expenses specified in the statement, Tenant will pay the difference to Landlord as Additional Rent in the manner Section 3.2 describes. If Tenant paid more than the actual amount of Tenant' s Share of Expenses specified in the statement, Landlord, at Landlord' s option, will, within 30 days after Landlord' s determination, either (a) refund the excess amount to Tenant, or (b) credit the excess amount against Tenant' s next due monthly installment or installments of estimated Additional Rent. If Landlord is delayed in delivering such statement to Tenant, such delay does not constitute Landlord' s waiver of Landlord' s rights under this Section 4.5.

4.6 Tenant' s Inspection and Audit Rights. If (a) no uncured Event of Default exists under this Lease, (b) Tenant disputes Landlord' s determination of the actual amount of Expenses or Tenant' s Share of Expenses for any calendar year, and (c) Tenant delivers to Landlord written notice of the dispute within 90 days after Landlord' s delivery of the statement of such amount under Section 4,5, then Tenant (but not any subtenant or assignee), at its sole cost and expense, upon prior written notice and during regular business hours at a lime and place in the Denver, Colorado metropolitan area reasonably acceptable to Landlord (which may be the location where Landlord or Property Manager maintains the applicable records may cause a certified public accountant reasonably acceptable to Landlord to audit Landlord' s records relating to the disputed amounts and produce a report detailing the results of the audit. Tenant' s objection to Landlord' s determination of Expenses or Tenant' s Share of Expenses is deemed withdrawn unless Tenant completes and delivers a copy of the audit report io Landlord within 60 days after the date Tenant delivers its dispute notice to Landlord under this Section. If the audit report shows that the amount Landlord charged Tenant for Tenant' s

Share of Expenses was greater than the amount this Article 4 obligates Tenant to pay, then, unless Landlord reasonably contests the results the audit report describes, Landlord will refund the excess amount to Tenant, together with interest on the excess amount at the Maximum Rate (computed from the date Tenant delivers its dispute notice to Landlord) within 10 days after Landlord receives a copy of the audit report. If the audit report shows that the amount Landlord charged Tenant for Tenant' s Share of Expenses was greater than the amount this Article 4 obligates Tenant to pay, Tenant, within 30 days after receiving the audit report, will pay to Landlord, as Additional Rent, the difference between the amount Tenant paid and the amount stated in the audit report. Pending resolution of any audit under this Section, Tenant will continue to pay to Landlord the estimated amounts of Tenant' s Share of Expenses in accordance with Sections 4,3 and 4.4. Tenant must keep all information it obtains in any audit strictly confidential and may only use such information for the limited purpose this Section 4.6 describes and for Tenant' s own account.

4.7 Personal Property Taxes. Tenant, prior to delinquency, will pay all taxes charged against Tenant' s trade fixtures and other personal property. Tenant Will use all reasonable efforts to have such trade fixtures and other personal property taxed separately from the Building. If any of Tenant' s trade fixtures and other personal property are taxed with the Building, Tenant will pay the taxes attributable to Tenant' s trade fixtures and other personal property to Landlord as Additional Rent.

4.8 Landlord' s Right to Contest Property Taxes. Landlord is not obligated to but may contest the amount or validity, in whole or in part, of any Property Taxes. Landlord' s contest will be at Landlord' s sole cost and expense, except that if Property Taxes are reduced (or if a proposed increase is avoided or reduced) because of Landlord' s contest, Landlord may include in its computation of Property Taxes the costs and expenses Landlord incurred in connection with the contest, including, without limitation, reasonable attorneys' fees, up to the amount of any reduction in Property Taxes Landlord realized from the contest or any increase in Property Taxes avoided or reduced in connection with the contest, as the case may be. Tenant may not contest Property Taxes.

4.9 Adjustment for Variable Operating Expenses. Notwithstanding any contrary language in this Article 4, if all of the rentable area of the Building is not occupied at all times during any calendar year pursuant to leases under which the terms have commenced for such calendar year, Landlord will reasonably and equitably adjust its computation of Operating Expenses for that calendar year to obligate all tenants in the Building to pay all components of Operating Expenses that vary based on occupancy ("Variable Expenses") in an amount equal to Landlord' s reasonable estimate, consistently applied, of the amount Landlord would have incurred for such components of Operating Expenses had 95% of the rentable area of the Building been occupied at all times during such calendar year pursuant to leases under which the terms had commenced for such calendar year. Landlord will also equitably adjust Operating Expenses to account for any Operating Expense any tenant of the Building pays directly to a service provider. In the event, following such adjustment, the amounts paid to Landlord under this Section 4.9 exceed 100% of Landlord' s actual Variable Expenses, Landlord will, within 30 days after Landlord' s determination of the Variable Expenses, ratably rebate to Tenant Tenant' s share of such excess by either (a) refunding the excess amount to Tenant, or (b) crediting the excess amount against Tenant' s next due monthly installment or installments of estimated Additional Rent.

ARTICLE 5
USE

5.1 Permitted Use. Tenant will not use the Premises for any purpose other than general office purposes. Tenant will not use the Project or knowingly permit the Premises to be used in violation of any Laws or in any manner that would (a) violate any Certificate of Occupancy affecting the Project; (b) make void or voidable any insurance now or after the Effective Date in force with respect to the Project; (c) cause injury or damage to the Project or to the person or property of any other tenant on the Project; (d) knowingly cause substantial diminution in the value or usefulness of all or any part of the Project (reasonable wear and tear excepted); or (e) constitute a public or private nuisance or waste. Tenant will obtain and maintain, at Tenant' s sole cost and expense, all permits and approvals required under the Laws for Tenant' s use of the Premises.

5.2 Acceptance of Premises. Except for the Warranty Terms, and except Landlord' s obligation to provide services as set forth in Article 7 below, Tenant acknowledges that neither Landlord nor any agent, contractor or employee of Landlord has made any representation or warranty of any kind with respect to the Premises, the Building or the Project, specifically including, without limitation, any representation or warranty of suitability or

fitness of the Premises, Building or the Project for any particular purpose. Subject to the Warranty Terms, Tenant' s occupancy of the Premises establishes Tenant' s acceptance of the Premises, the Building and the Project in an "AS IS-WHERE IS" condition.

5.3 Increased Insurance. Tenant will not knowingly do on the Project or permit to be done on the Premises anything that will (a) increase the premium of any insurance policy Landlord carries covering the Premises, the Building or the Project; (b) cause a cancellation of or be in conflict with any such insurance policy; (c) result in any insurance company' s refusal to issue or continue any such insurance in amounts satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of Tenant' s operations in the Premises or use of the Project. Tenant, at Tenant' s sole cost and expense, will comply with all rules, orders, regulations and requirements of insurers and of the American Insurance Association or any other organization performing a similar function. Tenant will reimburse Landlord, as Additional Rent, for any additional premium charges for such policy or policies resulting from Tenant' s failure to comply with the provisions of this Section 5.3.

5.4 Laws/Building Rules. This Lease is subject and subordinate to all Laws. A copy of the current Building Rules is attached to this Lease as **Exhibit E**. Landlord may amend the Building Rules from time to time in Landlord' s reasonable discretion; provided, however, that no such amendment to the Building Rules will materially and adversely affect Tenant' s rights under this Lease or materially enlarge Tenant' s obligations under this Lease.

5.5 Common Area. Landlord grants Tenant the non-exclusive right, together with all other occupants of the Building and their agents, employees and invitees, to use the Common Area during the Term, subject to all Laws. Landlord, at Landlord' s sole and exclusive discretion, may make changes to the Common Area. Landlord' s rights regarding the Common Area include, without limitation, the right to (a) restrain unauthorized persons from using the Common Area; (b) place permanent or temporary kiosks, displays, carts or stands in the Common Area and lease the same to tenants; (c) temporarily close any portion of the Common Area (i) for repairs, improvements or Alterations, (ii) to discourage unauthorized use, (iii) to prevent dedication or prescriptive rights, or (iv) for any other reason Landlord deems sufficient in Landlord' s judgment; (d) change the shape and size of the Common Area; (e) add, eliminate or change the location of any improvements located in the Common Area and construct buildings or other structures in the Common Area; and (f) impose and revise Building Rules concerning use of the Common Area or Parking Garage.

5.6 Signs. Landlord will provide to Tenant (a) one building standard tenant identification sign adjacent to the entry door of the Premises, and (b) one standard building lobby directory listing. The signs will conform to Landlord' s sign criteria. Landlord will maintain the signs in good condition and repair during the Term at Tenant' s sole cost and expense. Tenant will not install or permit to be installed in the Premises any other sign, decoration or advertising material of any kind that is visible from the exterior of the Premises. Landlord may immediately remove, at Tenant' s sole cost and expense, any sign, decoration or advertising material that violates this Section 5.6.

ARTICLE 6
HAZARDOUS MATERIALS

6.1 Compliance with Hazardous Materials Laws. Except as permitted by this Section 6.1, Tenant will not cause or permit any Hazardous Materia! to be brought upon, kept or used on the Project in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Tenant, at its sole cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Project that Tenant brings upon, keeps or uses, or permits to be brought, kept or used, on the Project and will notify Landlord of any and all Hazardous Materials Tenant brings upon, keeps or uses, or permits to be brought, kept or used, on the Project (other than small quantities of office cleaning or other office supplies as are customarily used by a tenant in the ordinary course in a general office facility). On or before the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, will completely remove from the Project (regardless of whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Tenant causes or permits to be present in, on, under or about the Project. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Project, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Project, without first notifying Landlord of Tenant' s intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord' s interest in the Project.

6.2 Notice of Actions. Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Project that result from or in any way relate to Tenant' s actions or inactions in the use of the Project immediately after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any Claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (c) any reports made by any person or entity, including Tenant, to any environmental agency relating to any Hazardous Material, including, without limitation, any complaints, notices, warnings or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and in any event within five Business Days after Tenant first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant' s use of the Premises. Upon Landlord' s written request, Tenant will promptly deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Landlord or Property Manager.

6.3 Disclosure and Warning Obligations. Tenant acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from or in any way relating to Tenant' s use of the Premises, the Building or the Project are Tenant' s sole responsibility, regardless whether the Hazardous Materials Laws permit or require Landlord to report or warn.

6.4 Indemnification. Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Project (including, without limitation, water tables and atmosphere) that Tenant brings upon, keeps or uses on the Premises or Project. Tenant' s obligations under this Section 6.4 include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Project; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Project; and (d) consultants' fees, experts' fees and response costs. Tenant' s obligations under this Section 6.4 survive the expiration or earlier termination of this Lease.

ARTICLE 7
SERVICES

7.1 Landlord' s Obligations. Landlord will provide the following services, the costs of which are included in Operating Expenses:

7.1.1 Janitorial Service. Janitorial service in the Premises, five times per week, including cleaning, trash removal, necessary dusting and vacuuming, maintaining towels, tissue and other restroom supplies and such other work as is customarily performed in connection with nightly janitorial services in office buildings similar in construction, location, use and occupancy to the Building. Landlord will also provide periodic interior and exterior window washing and cleaning and waxing of uncarpeted floors in accordance with Landlord' s schedule for the Building. The janitorial services furnished to the Premises will be as generally described on the attached **Exhibit F**.

7.1.2 Electrical Energy. Electrical energy to the Premises for lighting of 2.0 watts per square foot installed and for operating personal computers and other office machines and equipment for general office use of similar low electrical consumption plugged into electrical convenience outlets of 4.5 watts per square foot installed. Tenant will not use any equipment requiring electrical energy in excess of the above described wattages without receiving Landlord' s prior written consent, which consent Landlord will not unreasonably withhold but may condition on Tenant paying all costs of installing the equipment and facilities necessary to furnish such excess energy and an amount equal to the average cost per unit of electricity for the Building applied to the excess use as reasonably determined either by an engineer selected by Landlord or by submeter installed at Tenant' s expense. Landlord will replace all lighting bulbs, tubes, ballasts and starters within the Premises at Tenant' s sole cost and expense unless the costs of such replacement are included in Operating Expenses. If such costs are not included in Operating Expenses, Tenant will pay such costs as Additional Rent.

7.1.3 Heating, Ventilation and Air Conditioning. During Business Hours, heating, ventilation and air conditioning to the Premises sufficient to maintain, in Landlord' s reasonable judgment, comfortable temperatures in the Premises, and consistent with the Building' s design criteria and construction described on **Exhibit G**. During other times, Landlord will provide heat and air conditioning upon Tenant' s advance notice (given not later than 3:00 p.m. on the day on which such additional service is requested, or not later than 3.00 p.m. on the last Business Day before a day on which such additional service is requested that is not a Business Day). Tenant will pay Landlord, as Additional Rent, for such extended service on an hourly basis at the rate that Landlord reasonably establishes to reimburse Landlord for the actual costs of providing such service. If extended service is not a continuation of the service Landlord furnished during Business Hours, Landlord may require Tenant to pay for a minimum of four hours of such service. Landlord will provide air conditioning to the Premises based on standard lighting and general office use only.

7.1.4 Water. Hot and cold water from standard building outlets for lavatory, restroom and drinking purposes.

7.1.5 Elevator Service. Elevator service to be used by Tenant in common with other tenants. Landlord may restrict Tenant' s use of elevators for freight purposes to the freight elevator and to hours Landlord reasonably determines. Landlord may limit the number of elevators in operation at times other than Business Hours.

7.1.6 Security. Security within the Building and Parking Garage comparable in standards to that then typically provided in office buildings comparable (in age, type, quality, location and size to the Building) in lower downtown, Denver, Colorado, including a card key or similar access system that will restrict access to the Building, and to the floor(s) on which the Premises are located from the Building elevators, at times other than Business Hours on weekdays.

7.1.7 General Access. Subject to the Building Rules and other reasonable security restrictions, and except for matters beyond Landlord' s reasonable control, access to the Premises and Parking Garage on a 24 hours per day, seven days per week and 365 days per year basis.

7.2 Tenant' s Obligations. Tenant is solely responsible for paying directly to the applicable utility companies, prior to delinquency, all separately metered or separately charged utilities, if any, to the Premises or to Tenant. Such separately metered or charged amounts are not Operating Expenses. Except as provided in Section 7.1, Tenant will also obtain and pay for all other utilities and services Tenant requires with respect to the Premises (including, without limitation, hook-up and connection charges).

7.3 Other Provisions Relating to Services. No interruption in, or temporary stoppage of, any of the services this Article 7 describes is to be deemed an eviction or disturbance of Tenant' s use and possession of the Premises, nor does any interruption or stoppage relieve Tenant from any obligation this Lease describes, render Landlord liable for damages or entitle Tenant to any Rent abatement; provided, however, that if water, electricity, elevator service or heating, ventilation and air condition which is to be provided by Landlord under this Section 7 shall be interrupted to such an extent it renders the Premises untenantable for their intended purposes (i) as a result of the negligence or willful misconduct of Landlord or its agents, employees or contractors, or (ii) as a result of an occurrence that is within the reasonable control of the Landlord and such interruption shall continue for a period in excess of five (5) consecutive Business Days after notice from Tenant, then Basic Rent shall thereafter be equitably abated or reduced through the date such interruption shall cease. Landlord is not required to provide any heal, air conditioning, electricity or other service in excess of that permitted by mandatory governmental guidelines or other Laws. Landlord has the exclusive right and discretion to select the provider of any utility or service to the Building and to determine whether the Premises or any other portion of the Building may or will be separately metered or separately supplied. Notwithstanding any contrary language in this Lease, Tenant may not obtain utility services directly from any supplier other than the supplier Landlord selects. Landlord reserves (he right, from Lime to lime, to make reasonable and non-discriminatory modifications to the above standards for utilities and services so long as the standards are not reduced to a level below those generally implemented by the owners and operators of Comparable Buildings.

7.4 Tenant Devices. Tenant will not, without Landlord' s prior written consent, use any apparatus or device in or about the Premises that causes substantial noise, odor or vibration. Tenant will not connect any apparatus or device to electrical current or water except through the electrical and water outlets Landlord installs in the Premises.

ARTICLE 8
MAINTENANCE AND REPAIR

8.1 Landlord' s Obligations. Except as otherwise provided in this Lease, Landlord will repair and maintain (or, in accordance with the Project Documents, cause to be repaired and maintained) the following in good order, condition and repair consistent with Comparable Buildings: (a) the foundations, exterior walls, structural systems, Parking Garage, and roof of the Building; (b) the electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components located in the Building and used in common by all tenants of the Building; (c) the Common Area (subject to all other terms and conditions of this Lease relating to the Common Area); and (d) those windows, doors, plate glass and exterior wall surfaces adjacent to the Common Area. Subject to the Tenant' s right to abatement of Basic Rent as provided under Section 7.3, neither Basic Rent nor Additional Rent will be reduced, nor will Landlord be liable, for loss or injury to or interference with Tenant' s property, profits or business arising from or in connection with Landlord' s performance of its obligations under this Section 8.1.

8.2 Tenant' s Obligations.

8.2.1 Maintenance of Premises. Except as otherwise specifically provided in this Lease, Landlord is not required to furnish any services or facilities, or to make any repairs or Alterations, in, about or to the Premises, the Building or the Project. Except as specifically described in Section 8.1, Article 12, Article 13, Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises. Except as specifically described in Section 8.1, Article 12, Article 13, Tenant, at Tenant' s sole cost and expense, will keep and maintain the Premises (including, without limitation, all non-structural interior portions, systems and equipment; interior surfaces of exterior walls; interior moldings, partitions and ceilings; and interior electrical, lighting and plumbing fixtures) in good order, condition and repair, reasonable wear and tear and damage from insured casualties excepted. Tenant will keep the Premises in a neat and sanitary condition and will not commit any nuisance or waste in, on or about the Premises or the Project. If Tenant damages or injures the Common Area or any part of the Project other than the Premises, Landlord will repair the damage and Tenant will pay Landlord for all uninsured costs and expenses of Landlord in connection with the repair as Additional Rent. Tenant is solely responsible for and, to the fullest extent allowable under the Laws, releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from, the cost of repairing, and any Claims resulting from, any penetrations or perforations of the roof or exterior walls of the Building Tenant causes. Tenant will maintain the Premises in a first-class and fully operative condition. Tenant' s repairs will be at least equal in quality and workmanship to the original work and Tenant will make the repairs and perform maintenance in accordance with all Laws.

8.2.2 Alterations Required by Laws. If any governmental authority requires any Alteration to the Building or the Premises as a result of Tenant' s particular use of the Premises or as a result of any Alteration to the Premises made by or on behalf of Tenant, or if Tenant' s particular use of the Premises subjects Landlord or the Building or Project to any obligation under any Laws, Tenant will pay the cost of all such Alterations or the cost of compliance, as the case may be. If any such Alterations are Structural Alterations, Landlord will make the Structural Alterations; provided, however, that Landlord may require Tenant to deposit with Landlord an amount sufficient to pay the cost of the Structural Alterations (including, without limitation, reasonable overhead and administrative costs). If the Alterations are not Structural Alterations, Tenant will make the Alterations at Tenant' s sole cost and expense in accordance with Article 9.

ARTICLE 9
CHANGES AND ALTERATIONS

9.1 Landlord Approval. Tenant will not make any Structural Alterations to the Premises or any Alterations to the Common Area. Tenant will not make any other Alterations without Landlord' s prior written consent, which consent Landlord will not unreasonably withhold or delay; provided, however, that Landlord may require, as a condition of its consent, that Tenant remove the Alterations at the end of the Term and repair all damage caused by

such removal. Landlord may also otherwise condition its consent in its reasonable discretion. Along with any request for Landlord' s consent, Tenant will deliver to Landlord plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant, before commencing the Alterations or delivering (or accepting delivery of) any materials to be used in connection with the Alterations, will deliver to Landlord for Landlord' s reasonable approval copies of all contracts, proof of insurance required by Section 9.2, copies of any contractor safety programs, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will not commence the Alterations before Landlord, in Landlord' s reasonable discretion, approves the foregoing deliveries. Tenant will construct all approved Alterations or cause all approved Alterations to be constructed (a) promptly by a contractor Landlord approves in writing in Landlord' s reasonable discretion, (b) in a good and workmanlike manner, (c) in compliance with all Laws, (d) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises and any other body exercising similar functions, (e) during times that Landlord reasonably determines in order to minimize interference with other tenants' use and enjoyment of the Building, and (f) in full compliance with the Project Documents and all of Landlord' s rules and regulations applicable to third party contractors, subcontractors and suppliers performing work at the Building. Notwithstanding anything to the contrary contained herein, Tenant shall have the right, without Landlord' s consent but with prior written notice to Landlord in compliance with the provisions of Section 9.4, to make cosmetic interior, non-structural Alterations to the Premises that do not involve or affect the Building' s electrical, plumbing, HVAC, mechanical or life safety systems, having an aggregate cost of $10,000.00 or less in each calendar year during the Term of this Lease, provided that all such Alterations shall be performed in compliance with the items (a), (b), (c), (d), (e) and (f) as set forth in the immediately preceding sentence of this Section 9.1.

9.2 Tenant' s Responsibility for Cost and Insurance. Tenant will pay the cost and expense of all Alterations, including, without limitation, a reasonable charge for Landlord' s review, inspection and engineering time, and for any painting, restoring or repairing of the Premises or the Building the Alterations occasion. Prior to commencing the Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (a) demolition (if applicable) and payment and performance bonds, (b) builder' s "all risk" insurance in an amount at least equal to the value of the Alteration; (c) evidence that Tenant has in force commercial general liability insurance insuring against construction related risks, in at least the form, amounts and coverages required of Tenant under Article 11 and (d) copies of all applicable contracts and of all necessary permits and licenses. The insurance policies described in clauses (b) and (c) of this Section 9.2 must name Landlord, Landlord' s lender (if any) and Property Manager as additional insureds.

9.3 Construction Obligations and Ownership. Landlord may inspect construction of the Alterations. Immediately after completing the Alterations, Tenant will furnish Landlord with contractor affidavits, full and final lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Article 9 within 10 days after Landlord' s written request and in any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or installs (excluding all telephone, computer and other wiring and cabling located within the wall and outside the Premises (collectively, "Tenant' s Cabling") and Tenant' s movable trade fixtures, furniture and equipment) become the property of Landlord and a part of the Building immediately upon installation, except those Alterations that Landlord, at the time Landlord consents to their installation, requires be removed by Tenant at the end of the Term, which Alterations will remain Tenant' s property. Tenant shall remove all Tenant' s Cabling within three (3) Business Days following the expiration or earlier termination of this Lease and Tenant shall not be obligated to pay any Rent or charges for such three Business Day period. Except for any such Alterations that Tenant is required to remove at the end of the Term (which Tenant will remove in accordance with Section 17.1), Tenant will surrender al! Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord. Tenant' s obligations under this Section 9.3 shall survive the expiration or earlier termination of this Lease.

9.4 Liens. Tenant will keep the Building and the Project free from any mechanics' , materialmen' s, designers' or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Tenant will notify Landlord in writing 20 days prior to commencing any Alterations in order to provide Landlord the opportunity to record and post notices of non-responsibility or such other protective notices available to Landlord under the Laws. If any such liens are filed and Tenant, within 15 days after such filing, does not release the same of record or provide Landlord with a bond or other security satisfactory to Landlord protecting Landlord and the Building and Project against such liens, Landlord,

without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under this Lease, may cause such liens to be released by any means Landlord deems proper, including, without limitation, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as Additional Rent, for all amounts Landlord pays (including, without limitation, reasonable attorneys' fees and costs).

9.5 Indemnification. To the fullest extent allowable under the Laws, Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and the Building and Project from and against any Claims in any manner relating to or arising out of any Alterations or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

ARTICLE 10
RIGHTS RESERVED BY LANDLORD

10.1 Landlord' s Entry. Landlord and its authorized representatives may at all reasonable times and upon reasonable notice to Tenant enter the Premises to: (a) inspect the Premises; (b) show the Premises to prospective purchasers and mortgagees; (c) show the Premises to prospective tenants (but only during the last nine months of the Term or at any time following an Event of Default); (d) post notices of non-responsibility or other protective notices available under the Laws; or (e) exercise and perform Landlord' s rights and obligations under this Lease. Landlord, in the event of any emergency, may enter the Premises without notice to Tenant. Landlord' s entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. Tenant will also permit Landlord (or its designees) to erect, install, use, maintain, replace and repair pipes, cables, conduits, plumbing and vents, and telephone, electric and other wires or other items, in, to and through the Premises if Landlord reasonably determines that such activities are necessary or appropriate for properly operating and maintaining the Building. However, notwithstanding the above Landlord acknowledges that Tenant works with sensitive and confidential personal health information of its members and patients and Landlord agrees to implement commercially reasonable procedures for entering upon the Premises so as not to view, read, copy, photograph, or otherwise capture or be exposed to such confidential personal health information.

10.2 Control of Property. Landlord reserves all rights respecting the Building and Premises not specifically granted to Tenant under this Lease, including, without limitation, the right to: (a) change the name of the Building; (b) designate and approve all types of signs, window coverings, internal lighting and other aspects of the Premises and its contents that may be visible from the exterior of the Premises; (c) grant any party the exclusive right to conduct any business or render any service in the Building, provided such exclusive right to conduct any business or render any service in the Building does not prohibit Tenant from any permitted use for which Tenant is then using the Premises; (d) prohibit Tenant from installing vending or dispensing machines of any kind in or about the Premises other than those Tenant installs in the Premises solely for use by Tenant' s employees; (e) close the Building after Business Hours, except that Tenant and its employees and invitees may access the Premises after Business Hours in accordance with such rules and regulations as Landlord may prescribe from time to time for security purposes; (f) install, operate and maintain security systems that monitor, by closed circuit television or otherwise, all persons entering or leaving the Building; (g) install and maintain pipes, ducts, conduits, wires and structural elements in the Premises that serve other parts or other tenants of the Building; and (h) retain and receive master keys or pass keys to the Premises and all doors in the Premises. Anything in this Section 10.2 or elsewhere in this Lease to the contrary notwithstanding, Landlord is not responsible for the security of persons or property on the Project and Landlord is not and will not be liable in any way whatsoever for any breach of security except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents or employees.

ARTICLE 11
INSURANCE AND CERTAIN WAIVERS AND INDEMNIFICATIONS

11.1 Tenant' s Insurance Obligations. Tenant, at all times during the Term and during any early occupancy period, at Tenant' s sole cost and expense, will maintain the insurance this Section 11.1 describes.

11.1.1 Liability Insurance. Commercial general liability insurance (providing coverage at least as broad as the current ISO form) with respect to the Premises and Tenant' s activities in the Premises and upon and

about the Project, on an "occurrence" basis, with coverage of $5,000,000 in the aggregate, which coverage amount may be satisfied by a commercial genera! liability policy or in combination with an umbrella policy and/or an excess liability policy. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant' s obligations under this Lease; (b) naming Landlord and Property Manager as additional insureds by an "Additional Insured-Managers or Lessors of Premises" endorsement (or equivalent coverage or endorsement); (c) waiving the insurer' s subrogation rights against all Landlord Parties; (d) providing Landlord with at least 30 days prior notice of cancellation, non-renewal or expiration; (e) expressly stating that Tenant' s insurance will be provided on a primary and non-contributory basis and (f) providing that the insurer has a duty to defend all insureds under the policy (including additional insureds), and that defense costs are paid in addition to and do not deplete the policy limits. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a "per location" basis.

11.1.2 Property Insurance. At Tenant' s option, property insurance on Tenant' s trade fixtures and other personal property within the Premises and business income insurance covering loss of income from Tenant' s business in the Premises.

11.1.3 Other Tenant' s Insurance. Such other insurance as may be required by any Laws from time to time. If insurance obligations generally required of tenants in similar space in Comparable Buildings ("Similar Tenants") or otherwise change, Landlord may correspondingly increase or otherwise change Tenant' s insurance obligations under this Lease, provided such insurance coverage is generally available to Similar Tenants at commercially reasonable rates.

11.1.4 Miscellaneous Tenant' s Insurance Provisions. All of Tenant' s insurance will be written by companies rated at least A-/VI by A.M. Best Insurance Service and licensed in the State of Colorado. Tenant will deliver certificates evidencing the insurance coverage required under this Lease in the form hereinafter described, or other evidence of insurance satisfactory to Landlord, (a) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (b) not later than 30 days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. Tenant will deliver an ACORD Form 25 (or equivalent) certificate and will attach or cause to be attached to the certificate copies of the endorsements this Section 11.1 requires (including specifically, but without limitation, the "additional insured" endorsement). Tenant' s insurance must permit waiver of subrogation as provided in Section 11.3.1.

11.1.5 Tenant' s Failure to Insure. Notwithstanding any contrary language in this Lease and any notice and cure rights this Lease provides Tenant, if Tenant fails to provide Landlord with evidence of insurance as required under Section 11.1.4 within five Business Days after Landlord notifies Tenant that evidence of insurance has not been received, Landlord may assume that Tenant is not maintaining the insurance Section 11.1 requires Tenant to maintain and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord' s benefit. In such event, Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord incurs obtaining such insurance. Landlord' s exercise of its rights under this Section 11.1.5 does not relieve Tenant from any default under this Lease.

11.1.6 No Limitation. Landlord' s establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant' s liability under this Lease in any manner.

11.2 Landlord' s Insurance Obligations. Landlord will (except for the optional coverages and endorsements Section 11.2.1 describes) at all times during the Term maintain (or, in accordance with the Project Documents, cause to be maintained) the insurance this Section 11.2 describes. All premiums and other costs and expenses Landlord incurs in connection with maintaining such insurance are Operating Expenses.

11.2.1 Property Insurance. Property insurance on the Building (including any leasehold improvements or other Alterations then owned by Landlord) in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and

debris removal costs; business income and rent loss insurance; boiler and machinery insurance; ordinance or laws coverage; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any personal property or trade fixtures of Tenant within the Premises or otherwise located at the Project or any other such property (including, without limitation, that of third parties) in Tenant' s care, custody or control at the Project.

11.2.2 Liability Insurance. Commercial general liability insurance with respect to the Common Area, the operation of the Common Area by Landlord or the other owners of the Project and Landlord' s activities upon and about the Project in such amounts as Landlord deems necessary or appropriate. Such liability insurance will protect only Landlord and, at Landlord' s option, Landlord' s lender and some or all of the Landlord Parties, and does not replace or supplement the liability insurance this Lease obligates Tenant to cany.

11.3 Waivers and Releases of Claims and Subrogation.

11.3.1 By Tenant. To the extent not prohibited by the Laws, Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all Claims arising out of damage to or destruction of the Premises, Building or Project or Tenant' s trade fixtures, other personal property or business, and any loss of use or business interruption, regardless whether any such Claim results from the negligence or fault of any of the Landlord Parties or otherwise, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), including, without limitation, (a) any existing or future condition, defect, matter or thing in or on the Premises, Building or Project, (b) any equipment or appurtenance becoming out of repair, (c) any occurrence, act or omission of any of the Landlord Parties, any other tenant or occupant of the Building or any other person (d) damage caused by the flooding of basements or other subsurface areas, and (e) damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or the bursting or leaking of pipes or plumbing fixtures. The waiver this Section 11.3.1 describes applies regardless whether any such damage results from an act of God, an act or omission of other tenants or occupants of the Project or an act or omission of any other person and regardless whether insurance coverage against any such risks is obtainable. Tenant will look only to Tenant' s insurance coverage (regardless whether Tenant maintains any such coverage) in the event of any such Claim. Tenant' s trade fixtures, other personal property and all other property (including, without limitation, that of third parties) in Tenant' s care, custody or control, is located at the Project at Tenant' s sole risk. Landlord is not liable for any damage to such property or for any theft, misappropriation or loss of such property, except to the extent caused by Landlord' s gross negligence or intentional misconduct. Except as specifically provided in Section 11.2, Tenant is solely responsible for providing such insurance as may be required to protect Tenant, its employees and invitees against any injury, loss, or damage to persons or property occurring in or at the Premises, Building or Project, including, without limitation, any loss of business or profits from any casualty or other occurrence at the Project.

11.3.2 By Landlord. To the extent not expressly prohibited by the Laws, and except for any claims, demands or damages suffered by Landlord because Tenant willfully or negligently causes a release of Hazardous Materials on the Project, Landlord, on behalf of Landlord and its insurers, waives, releases and discharges Tenant from all claims or demands whatsoever arising out of damage to or destruction of the Building or Project, or loss of use of the Building or Project, occasioned by fire or other casualty, regardless whether any such claim or demand results from the negligence or fault of Tenant, or otherwise, and Landlord will look only to Landlord' s insurance coverage (regardless whether Landlord maintains any such coverage) in the event of any such claim. Landlord' s policy or policies of property insurance will permit waiver of subrogation as provided in this Section 11.3.2.

11.4 Tenant' s Indemnification of Landlord. In addition to Tenant' s other indemnification obligations in this Lease but subject to Section 11.3.2, Tenant, to the fullest extent allowable under the Laws, releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims made by third parties (a) arising from any breach or default by Tenant in the performance of any of Tenant' s covenants or agreements in this Lease, (b) arising from any act, omission, negligence or misconduct of Tenant, (c) arising from any accident, injury, occurrence or damage in, about or to the Premises, (d) to the extent caused in whole or in part by Tenant, arising from any accident, injury, occurrence or damage in, about or to the Project, (e) arising from proceedings instituted by Tenant or by or against any person holding any interest in the Premises (other than Landlord) by, under or through Tenant, to which any of the Landlord Parties becomes or is made

a party to the proceeding, (f) arising from the foreclosure of any lien for labor or material furnished to or for Tenant or such other person or (g) otherwise arising out of or resulting from any act or omission of Tenant or such other person.

11.5 Landlord' s Indemnification of Tenant. Landlord, to the fullest extent allowable under the Laws, releases and will indemnify, protect, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from and against all Claims made by third parties (a) arising from any breach or default by Landlord in the performance of any of Landlord' s covenants or agreements in this Lease, (b) arising from any act, omission, negligence or misconduct of Landlord or the Property Manager, or (c) except to the extent caused in whole or in part by Tenant, Claims arising from any accident, injury, occurrence or damage in, about or to the Project (other than the Premises).

11.6 Waiver of Certain Damages. Anything contained in this Lease to the contrary notwithstanding, except for (i) Tenant' s indemnification obligations in Sections 6.4 and 17.1, and (ii) Tenant' s failure to maintain insurance coverages required in Section 11.1, neither Landlord nor Tenant shall be liable to the other for consequential, special or punitive damages, including, without limitation, lost profits.

ARTICLE 12
DAMAGE OR DESTRUCTION

12.1 Tenantable Within 180 Days; Rent Abatement. Except as provided in Section 12.3, if fire or other casualty renders the whole or any material part of the Premises untenantable and Landlord determines (in Landlord' s reasonable discretion) that it can make the Premises tenantable within 180 days after the date of the casualty, then Landlord will so notify Tenant and Landlord will perform or cause to be performed the repair and restoration described in Section 12.5. Landlord will provide the notice within 30 days after the date of the casualty. In such case, this Lease remains in full force and effect, but Basic Rent and Tenant' s Share of Expenses for the period during which the Premises are untenantable abate pro rata (based upon the rentable area of the untenantable portion of the Premises as compared with the rentable area of the entire Premises) and Tenant' s Rent for parking spaces in the Parking Garage also abates in proportion to the number of parking spaces not used by Tenant during such period.

12.2 Not Tenantable Within 180 Days. If fire or other casualty renders the whole or any material part of the Premises untenantable and Landlord determines (in Landlord' s reasonable discretion) that it cannot make the Premises tenantable within 180 days after the date of the casualty, then Landlord will so notify Tenant within 30 days after the date of the casualty and may, in such notice, terminate this Lease effective on the dale of Landlord' s notice. If Landlord does not terminate this Lease as provided in this Section 12.2, Tenant may terminate this Lease by notifying Landlord within 30 days after the date of Landlord' s notice, which termination will be effective 30 days after the date of Tenant' s notice. If Tenant fails to give such notice of termination within such 30-day period, then Tenant will have no further right to terminate this Lease under this Section 12.2 as a result of such fire or other casualty.

12.3 Building Substantially Damaged. Notwithstanding the terms and conditions of Section 12.1, if the Building is damaged or destroyed by fire or other casualty (regardless whether the Premises is affected) and either (a) fewer than 15 months remain in the Term, or (b) the damage reduces the value of the Building by more than 50% (as Landlord reasonably determines value before and after the casually), then, regardless whether Landlord determines (in Landlord' s reasonable discretion) that it can make the Building tenantable within 180 days after the date of the casualty, Landlord, at Landlord' s option, by notifying Tenant in writing within 30 days after the casualty, may terminate this Lease effective on the date of Landlord' s notice.

12.4 Insufficient Proceeds. Notwithstanding any contrary language in this Article 12, if this Article 12 obligates Landlord to repair damage to the Premises or Building caused by fire or other casualty, or to cause any such damage to portions of the Common Area outside the Building to be repaired and restored, and there are insufficient insurance proceeds received (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if Landlord' s lender does not allow Landlord to use sufficient proceeds to repair all of the damage, then Landlord, in Landlord' s sole and absolute discretion, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord' s notice.

12.5 Landlord' s Repair Obligations. If this Lease is not terminated under Sections 12.2 through 12.4 following a fire or other casualty, then Landlord will repair and restore the Premises and the Building, and cause any damaged portions of the Common Area outside the Building to be repaired and restored, to as near their condition prior to the fire or other casualty as is reasonably possible with al! commercially reasonable diligence and speed (subject to delays caused by Tenant or Force Majeure). In no event is Landlord obligated to repair or restore any special equipment or improvements installed by Tenant, any Alterations that Tenant is required to remove at the end of the Term or any personal or other property of Tenant. Landlord will, if necessary, equitably adjust Tenant' s Share of Expenses Percentage to account for any reduction in the rentable area of the Premises or Building resulting from a casualty.

12.6 Rent Apportionment Upon Termination. If either Landlord or Tenant terminates this Lease under this Article 12, Landlord will apportion Basic Rent, Tenant' s Share of Expenses and Rent for the Parking Spaces on a per diem basis and Tenant will pay the Basic Rent, Tenant' s Share of Expenses and parking Rent to (a) the date of the fire or other casualty if the event renders the Premises completely untenantable, or (b) if the event does not render the Premises completely untenantable, the effective date of such termination; provided that (i) if a portion of the Premises is rendered untenantable, but the remaining portion is tenantable, then Tenant' s obligation to pay Basic Rent and Tenant' s Share of Expenses abates pro rata (based upon the rentable area of the untenantable portion of the Premises divided by the rentable area of the entire Premises) from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination, and (ii) Tenant' s Rent for parking spaces in the Parking Garage also abates in proportion to the number of parking spaces not used by Tenant during the period from the dated of the casualty to the effective date of such termination.

12.7 Exclusive Casualty Remedy. The provisions of this Article 12 are Tenant' s sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by the Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article 12.

ARTICLE 13
EMINENT DOMAIN

13.1 Termination of Lease. If a Condemning Authority desires to effect a Taking of all or any material part of the Building or Common Area, Landlord will notify Tenant and Landlord and Tenant will reasonably determine whether the Taking will render the Premises unsuitable for Tenant' s intended purposes. If Landlord and Tenant conclude that the Taking will render the Premises unsuitable for Tenant' s intended purposes, Landlord and Tenant will document such determination and this Lease will terminate as of the date the Condemning Authority takes possession of the portion of the Building or Common Area taken. Tenant will pay Rent to the date of termination. If a Condemning Authority takes all or any material part of the Building or Common Area or if a Taking reduces the value of the Building by 50% or more (as reasonably determined by Landlord), regardless whether the Premises is affected, then Landlord, in Landlord' s sole and absolute discretion, by notifying Tenant prior to the date the Condemning Authority takes possession of the portion of the Building or Common Area taken, may terminate this Lease effective on the date the Condemning Authority takes possession of the portion of the Building or Common Area taken.

13.2 Landlord' s Repair Obligations. If this Lease does not terminate with respect to the entire Premises under Section 13.1 and the Taking includes a portion of the Premises, this Lease automatically terminates as to the portion of the Premises taken as of the date the Condemning Authority takes possession of the portion taken and Landlord will, at its sole cost and expense, restore the remaining portion of the Premises to a complete architectural unit with all commercially reasonable diligence and speed and will reduce the Basic Rent for the period after the date the Condemning Authority takes possession of the portion of the Premises taken to a sum equal to the product of the Baste Reni provided for in this Lease multiplied by a fraction, the numerator of which is the rentable area of the Premises after the Taking and after Landlord restores the Premises to a complete architectural unit, and the denominator of which is the rentable area of the Premises prior to the Taking. Landlord will also equitably adjust Tenant' s Share of Expenses Percentage for the same period to account for the reduction in the rentable area of the Premises or the Building resulting from the Taking. Tenant' s obligation to pay Basic Rent and Tenant' s Share of Expenses will abate on a proportionate basis with respect to that portion of the Premises remaining after the Taking that Tenant is unable to use during Landlord' s restoration for the period of time that Tenant is unable to use such portion of the Premises.

13.3 Tenant' s Participation. Landlord is entitled to receive and keep all damages, awards or payments resulting from or paid on account of a Taking, Accordingly, Tenant waives and assigns to Landlord any interest of Tenant in any such damages, awards or payments. Tenant may prove in any condemnation proceedings and may receive any separate award for damages to or condemnation of Tenant' s movable trade fixtures and equipment and for moving expenses; provided however, that Tenant has no right to receive any award for its interest in this Lease or for loss of leasehold.

13.4 Exclusive Taking Remedy. The provisions of this Article 13 are Tenant' s sole and exclusive rights and remedies in the event of a Taking. To the extent permitted by the Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights or any right to receive any payment or award (by virtue of a Taking) not specifically described in this Article 13.

ARTICLE 14
TRANSFERS

14.1 Restriction on Transfers.

14.1.1 General Prohibition. Except as set forth in Section 14.1.2, Tenant will not cause or suffer a Transfer without obtaining Landlord' s prior written consent, which consent shall not be unreasonably withheld. Landlord may also, at Landlord' s option by notifying Tenant, terminate this Lease with respect to any portion of the Premises that would be affected by such Transfer. Tenant' s request for consent to a Transfer must describe in detail the parties, terms and portion of the Premises affected. Landlord will notify Tenant of Landlord' s election to consent, withhold consent and/or terminate within 10 Business Days after receiving Tenant' s written request for consent to the Transfer. In the event Landlord elects to terminate this Lease, Tenant shall have the right to rescind its request for consent to such Transfer provided that written notice of such rescission is delivered to Landlord within 10 Business Days after Tenant' s receipt of Landlord selection to terminate the Lease. Without limitation of the circumstances in which Landlord' s withholding of consent to a Transfer shall not be unreasonable, it shall not be unreasonable for Landlord to withhold its consent if the reputation, financial responsibility, or business of the proposed transferee is unsatisfactory to Landlord (in the exercise of Landlord' s reasonable discretion), or if Landlord deems (in the exercise of Landlord' s reasonable discretion) such business to be not consonant with that of other tenants in the Building, or if the intended use by the proposed transferee conflicts with any commitment made by Landlord to any other tenant in the Building, or if in Landlord' s reasonable judgment, the transfer will have financial consequences materially adverse to Landlord' s interest, or if the proposed transferee is a Prohibited Entity. Tenant will, in connection with requesting Landlord' s consent, provide Landlord with a copy of any and all documents and information regarding the proposed Transfer and the proposed transferee as Landlord reasonably requests. No Transfer, including, without limitation, a Transfer under Section 14.1.2, releases Tenant from any liability or obligation under this Lease and Tenant remains liable to Landlord after such a Transfer as a principal and not as a surety. If Landlord consents to any Transfer, Tenant will pay to Landlord, as Additional Rent, 50% of any amount Tenant receives on account of the Transfer (excluding reasonable brokerage commissions, tenant improvement allowance, attorneys' fees, marketing costs and other similar costs and expenses Tenant incurs in connection with the Transfer and certifies to Landlord in writing) in excess of the amounts this Lease otherwise requires Tenant to pay. In no event may Tenant cause or suffer a Transfer to another tenant of the Building, Any attempted Transfer in violation of this Lease is null and void and constitutes an Event of Default under this Lease.

14.1.2 Transfers to Affiliates. Tenant, without Landlord' s consent (provided an uncured Event of Default does not then exist), may cause a Transfer to an Affiliate if Tenant (a) notifies Landlord at least 30 days prior to such Transfer; (b) delivers to Landlord, at the time of Tenant' s notice, current financial statements of Tenant and the proposed transferee that are reasonably acceptable to Landlord; and (c) the transferee assumes and agrees in a writing delivered to and reasonably acceptable to Landlord to perform Tenant' s obligations under this Lease arising after such Transfer and to observe all terms and conditions of this Lease. Landlord' s right described in Section 14.1.1 to share in any profit Tenant receives from a Transfer permitted under this Section 14.1.2 and Landlord' s termination right under Section 14.1.1 does not apply to any Transfer this Section 14.1.2 permits.

14.2 Costs. Tenant will pay to Landlord, as Additional Rent, an administrative fee not to exceed $500.00 plus Landlord' s actual, demonstrable costs and expenses paid to third parties incurred in connection with any request by Tenant for Transfer (when consent is required under this Lease), including, without limitation, reasonable attorneys' fees and costs, regardless whether Landlord consents to the Transfer.

ARTICLE 15
DEFAULTS; REMEDIES

15.1 Events of Default. The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease:

15.1.1 Failure to Pay Rent. Tenant fails to pay Basic Rent, any monthly installment of Tenant' s Share of Expenses or any other Additional Rent amount as and when due and such failure continues for five days after Landlord notifies Tenant of Tenant' s failure to pay Rent when due.

15.1.2 Failure to Perform. Tenant breaches or fails to perform any of Tenant' s nonmonetary obligations under this Lease and the breach or failure continues for a period of 30 days after Landlord notifies Tenant of Tenant' s breach or failure; provided that if Tenant cannot reasonably cure its breach or failure within a 30 day period, Tenant' s breach or failure is not an Event of Default if Tenant commences to cure its breach or failure within the 30 day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed 90 days after the expiration of the 30 day period. Notwithstanding any contrary language contained in this Section 15.1.2, Tenant is not entitled to any notice or cure period before an uncurable breach of this Lease (or failure) becomes an Event of Default.

15.1.3 Misrepresentation. The existence of any material misrepresentation or omission in any financial statements, correspondence or other information provided to Landlord by or on behalf of Tenant or any Guarantor in connection with (a) Tenant' s negotiation or execution of this Lease; (b) Landlord' s evaluation of Tenant as a prospective tenant at the Building; (c) any proposed or attempted Transfer; or (d) any consent or approval Tenant requests under this Lease.

15.1.4 Other Defaults. (a) Tenant makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within 60 days; (d) a trustee or receiver is appointed to take possession of substantially all of Tenant' s assets located at the Premises or of Tenant' s interest in this Lease and possession is not restored to Tenant within 30 days; or (e) substantially all of Tenant' s assets, substantially all of Tenant' s assets located at the Premises or Tenant' s interest in this Lease is subjected to attachment, execution or other judicial seizure not discharged within 30 days. If a court of competent jurisdiction determines that any act described in this Section 15.1.4 does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Tenant remains a debtor in possession of the Premises) and such trustee or Tenant Transfers Tenant' s interest hereunder, then Landlord is entitled to receive, as Additional Rent, the amount by which the Rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Tenant under this Lease.

15.2 Remedies. Upon the occurrence of any Event of Default, Landlord, at any time and from time to time, and without preventing Landlord from exercising any other right or remedy, may exercise any one or more of the following remedies:

15.2.1 Termination of Tenant' s Possession; Re-entry and Reletting Right. Terminate Tenant' s right to possess the Premises by any lawful means with or without terminating this Lease, in which event Tenant will immediately surrender possession of the Premises to Landlord. Unless Landlord specifically states that it is terminating this Lease, Landlord' s termination of Tenant' s right to possess the Premises is not to be construed as an election by Landlord to terminate this Lease or Tenant' s obligations and liabilities under this Lease. In such event, this Lease continues in full force and effect (except for Tenant' s right to possess the Premises) and Tenant continues to be obligated for and must pay al) Rent as and when due under this Lease, (f Landlord terminates Tenant' s right to possess the Premises, Landlord is not obligated to but may re-enter the Premises and remove all persons and property from the Premises. Landlord may store any property Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to but may relet all or any part of the Premises to a third party or parties for Tenant' s account. Tenant is immediately liable to Landlord

for all Re-entry Costs and must pay Landlord the same within five days after Landlord' s notice to Tenant. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises, Tenant will continue to pay Rent when due under this Lease and Landlord will refund to Tenant the Net Rent Landlord actually receives from the reletting up to a maximum amount equal to the Rent Tenant paid that came due after Landlord' s reletting. If the Net Rent Landlord actually receives from reletting exceeds such Rent, Landlord will apply the excess sum to future Rent due under this Lease. Landlord may retain any surplus Net Rent remaining at the expiration of the Term.

15.2.2 Termination of Lease. Terminate this Lease effective on the date Landlord specifies in its termination notice to Tenant. Upon termination, Tenant will immediately surrender possession of the Premises to Landlord. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant will pay to Landlord on demand all damages Landlord incurs by reason of Tenant' s default, including, without limitation, (a) all Rent due and payable under this Lease as of the effective date of the termination; (b) any amount necessary to compensate Landlord for any detriment proximately caused Landlord by Tenant' s failure to perform its obligations under this Lease or which in the ordinary course would likely result from Tenant' s failure to perform, including, without limitation, any Re-entry Costs, (c) an amount equal to the amount by which the present worth, as of the effective date of the termination, of the Basic Rent for the balance of the Term remaining after the effective date of the termination (assuming no termination) exceeds the present worth, as of the effective date of the termination, of a fair market Basic Rent for the Premises for the same period (as Landlord reasonably determines the fair market Basic Rent) and (d) Tenant' s Share of Expenses to the extent Landlord is not otherwise reimbursed for such Expenses. For purposes of this Section 15.2.2, Landlord will compute present worth by utilizing a discount rate of 8% per annum. Nothing in this Section 15.2.2 limits or prejudices Landlord' s right to prove and obtain damages in an amount equal to the maximum amount allowed by the Laws, regardless whether such damages are greater than the amounts set forth in this Section 15.2.2.

15.2.3 Present Worth of Rent. Without or without terminating this Lease, recover from Tenant, and Tenant will pay to Landlord on demand, an amount equal to the amount by which (i) the then-present worth of the aggregate of the Rent and any other charges payable by Tenant under this Lease for the unexpired portion of the Term exceeds (ii) the then-present worth of a fair market Rent for the Premises for the same period (as Landlord reasonably determines the fair market Basic Rent). Landlord will employ a discount rate of 8% per annum to compute present worth.

15.2.4 Self Help. Perform the obligation on Tenant' s behalf without waiving Landlord' s rights under this Lease, at law or in equity and without releasing Tenant from any obligation under this Lease. Tenant will pay to Landlord, as Additional Rent, all sums Landlord pays and obligations Landlord incurs on Tenant' s behalf under this Section 15.2.4.

15.2.5 Other Remedies. Any other right or remedy available to Landlord under this Lease, at law or in equity.

15.3 Costs. Tenant will reimburse and compensate Landlord on demand and as Additional Rent for any actual loss Landlord incurs in connection with, resulting from or related to an Event of Default, regardless whether suit is commenced or judgment is entered. Such loss includes all reasonable legal fees, costs and expenses (including paralegal fees and other professional fees and expenses) Landlord incurs investigating, negotiating, settling or enforcing any of Landlord' s rights or remedies or otherwise protecting Landlord' s interests under this Lease. In addition to the foregoing. Landlord is entitled to reimbursement of all of Landlord' s fees, expenses and damages, including, without limitation, reasonable attorneys' fees and paralegal and other professional fees and expenses, Landlord incurs in connection with protecting its interests in any bankruptcy or insolvency proceeding involving Tenant, including, without limitation, any proceeding under any chapter of the Bankruptcy Code; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy.

15.4 Waiver and Release by Tenant. Tenant waives and releases all Claims Tenant may have resulting from Landlord' s re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant' s property as permitted under this Lease, regardless whether this Lease is terminated, and, to the fullest extent

allowable under the Laws, Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims occasioned by Landlord' s lawful re-entry of the Premises and disposition of Tenant' s property. No such reentry is to be considered or construed as a forcible entry by Landlord.

15.5 Landlord' s Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have 30 days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within a 30 day period. Landlord will have an additional reasonable period of time to cure the default as long as Landlord commences the cure within the 30 day period and thereafter diligently pursues the cure. In no event is Landlord liable to Tenant or any other person for consequential, special or punitive damages, including, without limitation, lost profits.

15.6 No Waiver. Except as specifically set forth in this Lease, no failure by Landlord or Tenant to insist upon the other party' s performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, constitutes a waiver of any such breach or of any breach or default by the other party in its performance of its obligations under this Lease. No acceptance by Landlord of full or partial Rent from Tenant or any third party during the continuance of any breach or default by Tenant of Tenant' s performance of its obligations under this Lease constitutes Landlord' s waiver of any such breach or default. Except as specifically set forth in this Lease, none of the terms of this Lease to be kept, observed or performed by a party to this Lease, and no breach thereof, are waived, altered or modified except by a written instrument executed by the other party. One or more waivers by a party to this Lease is not to be construed as a waiver of a subsequent breach of the same covenant, term or condition. No statement on a payment check from a party to this Lease or in a letter accompanying a payment check is binding on the other party. The party receiving the check, with or without notice to the other party, may negotiate such check without being bound to the conditions of any such statement.

ARTICLE 16
CREDITORS; ESTOPPEL CERTIFICATES

16.1 Subordination. This Lease, all rights of Tenant in this Lease, and all interest or estate of Tenant in the Premises or Building, is subject and subordinate to the lien of any Mortgage. Tenant, on Landlord' s demand, will execute and deliver to Landlord or to any other person Landlord designates any instruments, releases or other documents reasonably required to confirm the self-effectuating subordination of this Lease as provided in this Section 16.1 to the lien of any Mortgage. The subordination to any future Mortgage provided for in this Section 16.1 is expressly conditioned upon the mortgagee' s agreement that as long as Tenant is not in default in the payment of Rent or the performance and observance of any covenant, condition, provision, term or agreement to be performed and observed by Tenant under this Lease, beyond any applicable grace or cure period this Lease provides Tenant, the holder of the Mortgage will not disturb Tenant' s rights under this Lease. The lien of any existing or future Mortgage will not cover or encumber Tenant' s moveable trade fixtures or other personal property of Tenant located in or on the Premises.

16.2 Attornment. If any ground lessor, holder of any Mortgage al a foreclosure sale or any other transferee acquires Landlord' s interest in this Lease, the Premises or the Building, Tenant will attorn to the transferee of or successor to Landlord' s interest in this Lease, the Premises or the Building (as the case may be) and recognize such transferee or successor as landlord under this Lease. Tenant waives the protection of any statute or rule of law that gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord' s interest.

16.3 Mortgagee Protection Clause. Tenant will give the holder of any Mortgage, by certified mail and at the same time as Tenant notifies Landlord, a copy of any notice of default Tenant serves on Landlord, provided that Landlord or the holder of the Mortgage previously notified Tenant in writing (by way of notice of assignment of rents and leases or otherwise) of the name and address of such holder. Tenant further agrees that if Landlord fails to cure such default within the Lime provided for in this Lease, then Tenant will provide written notice of such failure to such holder and such holder will have an additional 15 days within which to cure the default. If the default cannot be cured within the additional 15 day period, then the holder will have such additional time as may be necessary to effect the cure if, within the 15 day period, the holder has commenced and is diligently pursuing the cure (including without limitation commencing foreclosure proceedings if necessary to effect the cure).

16.4 Estoppel Certificates.

16.4.1 Contents. Upon Landlord' s written request, Tenant will execute, acknowledge and deliver to Landlord a written statement in form reasonably satisfactory to Landlord certifying: (a) that this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and, if so, specifying the same; (e) specifying any existing claims or defenses in favor of Tenant against the enforcement of this Lease (or of any guaranties); and (f) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may reasonably request. Tenant will deliver the statement to Landlord within 10 Business Days after Landlord' s request. Landlord may give any such statement by Tenant to any lender, prospective lender, investor or purchaser of all or any part of the Building and any such party may conclusively rely upon such statement as true and correct.

16.4.2 Failure to Deliver. If Tenant does not timely deliver the statement referenced in Section 16.4.1 to Landlord, Landlord may execute and deliver the statement to any third party on behalf of Tenant and Landlord and any lender, prospective lender, investor or purchaser may conclusively presume and rely, except as otherwise represented by Landlord, (a) that the terms and provisions of this Lease have not been changed; (b) that this Lease has not been canceled or terminated; (c) that not more than one month' s Rent has been paid in advance; and (d) that Landlord is not in default in the performance of any of its obligations under this Lease. In such event, Tenant is estopped from denying the truth of such facts.

ARTICLE 17
TERMINATION OF LEASE

17.1 Surrender of Premises. Tenant will surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair, reasonable wear and tear, permitted Alterations and damage by casualty or condemnation excepted, and will surrender all keys to the Premises to Property Manager or to Landlord at the place then fixed for Tenant' s payment of Basic Rent or as Landlord or Property Manager otherwise direct. Tenant will also inform Landlord of all combinations of all locks, safes and vaults, if any, that will be left by Tenant in the Premises or elsewhere on the Project. Tenant will at such time remove all of its property from the Premises and, unless Landlord then agrees to the contrary in writing, all Alterations that Tenant placed on the Premises that Landlord specified were to be removed at the end of the Term when Landlord approved their installation. Tenant will promptly repair any damage to the Premises caused by such removal. If Tenant does not surrender the Premises in accordance with this Section 17.1, Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord) protect and hold harmless the Landlord Parties from and against any Claim resulting from Tenant' s delay in so surrendering the Premises, including, without limitation, any Claim made by any succeeding occupant founded on such delay. All property of Tenant not removed on or before the last day of the Term is deemed abandoned. Tenant appoints Landlord as Tenant' s agent to remove, at Tenant' s sole cost and expense, ail of Tenant' s property from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant' s benefit, al! at the sole cost and risk of Tenant, and Landlord will not be liable for damage, theft, misappropriation or loss thereof or in any manner in respect thereto. Notwithstanding the foregoing, Tenant shall not be obligated to remove any of the tenant improvements completed prior to the Commencement Date; provided, however, Tenant shall be responsible for removing all data, telephone and any other telecommunication cabling from the Premises within three Business Days after the expiration or earlier termination of this Lease, and Tenant shall not be obligated to pay any Rent or charges for such three Business Day period. Tenant' s obligations under this Section 17.1 shall survive the expiration or earlier termination of this Lease.

17.2 Extension Option/Holding Over.

17.2.1 Extension Option. Tenant, with respect to the initial Term of the Lease or the Renewal Term, if applicable, shall have the option (the "Extension Option") to extend the Term or Renewal Term, if applicable, for an extension term of three months ("Extension Term"). The Extension Term shall commence on the day after the date upon which the initial Term or the Renewal Term (as the case may be), is due to expire and shall expire at 11:59 p.m. on the date three months after the date upon which the initial Term or the Renewal Term (as the case may be) is due to expire. The Extension Term shall be subject to all provisions, conditions and obligations of this Lease, except

that Basic Rent per month will equal one hundred twenty-five percent (125%) of the Basic Rent payable by Tenant for the last full calendar month of the immediately preceding initial Term or the Renewal Term (as the case may be). Tenant shall exercise the Extension Option, if at all, by written notice to Landlord given not later than the date which is three months prior to the expiration date of the initial Term or the Renewal Term (as the case may be). In the event Tenant fails to exercise the Extension Option three months prior to the expiration date of the initial Term or the Renewal Term (as the case may be) the Extension Option shall terminate and be deemed null, void and of no further effect.

17.2.2 Holding Over. If Tenant possesses the Premises after the Term expires or is otherwise terminated without executing a new lease but with Landlord' s written consent, Tenant is deemed to be occupying the Premises as a tenant from month-to-month, subject to all provisions, conditions and obligations of this Lease applicable to a month-to-month tenancy and any other reasonable conditions of Landlord' s consent, except that (a) for the first month of any such holdover, Basic Rent will equal 125% of the Basic Rent for the month immediately preceding the commencement of the one month period and for each month following the one month holdover period, Basic Rent shall be equal to 150% of the Basic Rent payable for the month immediately preceding the commencement of the applicable holdover period, and (b) either Landlord or Tenant may terminate the month-to-month tenancy at any time upon 30 days prior written notice to the other party. If Tenant possesses the Premises after the Term expires or is otherwise terminated without executing a new lease and without Landlord' s written consent, Tenant is deemed to be occupying the Premises without claim of right (but subject to all terms and conditions of this Lease) and, in addition to Tenant' s liability for failing to surrender possession of the Premises as provided in Section 17.1, Tenant will pay Landlord a charge for each day of occupancy after expiration of the Term in an amount equal to 150% Tenant' s then-existing Rent (on a daily basis).

ARTICLE 18
PREPARATION OF THE PREMISES FOR OCCUPANCY

18.1 Landlord' s Construction Obligations. Subject to and in accordance with the provisions of this Article 18 and Landlord Warranties, Tenant agrees to accept the Premises in their existing "as-is" condition. Tenant acknowledges receipt of such plans and other information with respect to the Premises and the Buildings as required for the preparation of Final Layout Plans.

18.2 Representatives. Landlord appoints Landlord' s Representative to act for Landlord in all matters covered by this Article 18. Tenant appoints Tenant' s Representative to act for Tenant in all matters covered by this Article 18. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Article 18 will be made to Landlord' s Representative or Tenant' s Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of Landlord, including Landlord' s architect, engineers and contractors or any of their agents or employees, with regard to matters covered by this Article 18. Either party may change its representative at any time by three days' prior written notice to the other party.

18.3 Tenant' s Architect. Tenant will use Tenant' s Architect to design Tenant' s Improvements including the preparation of Tenant' s space plans, design development documents, Tenant' s Layout Plans, and Tenant' s Construction Plans and construction administration during Landlord' s construction of Tenant' s Improvements. Tenant will cause Tenant' s Architect to coordinate with Landlord' s Approved Engineer with respect to the design of the mechanical, electrical, fire protection and plumbing components of Tenant' s Improvements so that the completed Tenant' s Construction Plans include all requisite designs for such components. Within 30 days after the day Substantial Completion is achieved, Tenant shall cause final as-built Tenant Construction Plans and drawings prepared by Tenant' s Architect and the Landlord' s Approved Engineer in non-copyrighted CADD format. The cost of such design services by Tenant' s Architect and Landlord' s Approved Engineer will constitute a parr of Tenant' s Cost and will be paid from the Improvement Allowance to the extent funds are available.

18.4 Tenant' s Final Layout Plans. On or before Tenant' s Final Layout Plans Deadline, Tenant will cause Tenant' s Architect to prepare and submit to Landlord for Landlord' s review and approval, which approval will not be unreasonably withheld or delayed, Tenant' s Final Layout Plans. Each day after the Tenant' s Final Layout Plans Deadline until such plans are so submitted to Landlord will constitute a day of Tenant Delay. Within three Business Days after receipt of the proposed Tenant' s Final Layout plans, Landlord will either approve the same in writing or

notify Tenant in writing of any objections Landlord may have to the same. If Landlord fails to respond to a submittal of Tenant' s Final Layout Plans within such three Business Day period, such submittal will be deemed approved by Landlord. Upon receipt of Landlord' s notice of objection, Tenant will cause Tenant' s Architect to prepare revised Tenant' s Final Layout Plans according to such notice and submit the revised Tenant' s Final Layout Plans to Landlord. Each day following the fifth Business Day after a notice of objection is delivered to Tenant until the revised Tenant' s Final Layout Plans are submitted to landlord will be a day of Tenant Delay. Upon submittal to Landlord of the revised Tenant' s Final Layout Plans, and upon submittal of any further revisions, the procedures described above will be repeated.

18.5 Tenant' s Construction Plans. On or before Tenant' s Construction Plans Deadline, Tenant will cause Tenant' s Construction Plans to be prepared by Tenant' s Architect with all engineering drawings related thereto prepared by the Approved Engineer and submitted to Landlord for Landlord' s review and approval, which approval will not be unreasonably withheld or delayed, of Tenant' s Construction Plans. Each day from and after the Tenant' s Construction Plans Deadline until such plans are so submitted to Landlord will constitute a day of Tenant Delay. Within four Business Days after receipt of the proposed Tenant' s Construction Plans, Landlord will either approve the same in writing or notify Tenant in writing of any objections Landlord may have to the same. Without limiting the reasonable grounds on which Landlord may object to Tenant' s Construction Plans, Landlord may object to matters called for by Tenant' s Construction Plans that are incompatible with existing building systems, applicable Laws or the Project Documents, or if Landlord fails to respond to a submittal of Tenant' s Construction Plans within such four Business Day period, such submittal will be deemed approved by Landlord. Upon receipt of Landlord' s notice of objections, Tenant will cause Tenant' s Architect and/or Approved Engineer (as applicable) to prepare revised Tenant' s Construction Plans according to such notice and submit the revised Tenant' s Construction Plans to Landlord. Each day following the fifth Business Day after a notice of objections is delivered to Tenant until the revised Tenant' s Construction Plans are submitted to Landlord will be a day of Tenant Delay. Upon submittal to Landlord of the revised Tenant' s Construction Plans, and upon submittal of any further revisions, the procedures described above will be repeated. Landlord will cooperate with Tenant in providing preliminary pricing for Tenant' s Improvements based on preliminary plans, but Landlord will have no obligation to provide any firm pricing to Tenant until Tenant' s Construction Plans acceptable to Tenant have been approved by Landlord.

18.6 Tenant' s Cost Proposal. Landlord will cause Tenant' s Improvements to be constructed or installed in the Premises in a good and workmanlike manner and according to Tenant' s Construction Plans and all applicable building codes; provided, however, that notwithstanding any other provision of the Lease to the contrary. Landlord' s sole obligation with respect to the compliance of Tenant' s Improvements with the ADA will be to construct Tenant' s Improvements in accordance with Tenant' s Construction Plans and Landlord will have no obligation to verify that Tenant' s Construction Plans call for Tenant' s Improvements that will comply the ADA. Landlord further reserves the right: (i) to make substitutions of material or components of equivalent (or greater) grade, quality and price when and if any specified material or component shall not be readily available; provided, however that Tenant shall have the right to approve {in the exercise of good faith and reasonable judgment) any substitutions that either (A) materially increase Tenant' s Cost (e.g.. an increase in excess of $1,000), or (B) affect the aesthetics of the Tenant Improvements, and (ii) to make changes necessitated by conditions met in the course of construction, provided that (A) Tenant' s written approval of any substantial change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be material conformity with the Tenant' s Construction Plans), and (B) Landlord shall make reasonable efforts to provide telephonic or e-mail notification to Tenant' s Representative prior to making a material non-substantial change. The Tenant Improvements shall be furnished, installed and performed by Landlord for an amount (hereinafter called the "Tenant' s Cost") equal to Landlord' s reasonable out-of-pocket contract or purchase price or prices to be paid by Landlord to general contractors, architects, engineers, material suppliers, subcontractors, independent contractors and/or other sources for the material, labor and services applied to the Tenant Improvements together with applicable sales and use taxes, plus a construction management fee payable to Landlord in an amount equal to one percent (1%) of Tenant' s Cost, not to exceed, in the aggregate, $10,000. Landlord agrees to obtain at least two bids from general contractors, and if requested by Tenant, one of the general contractors selected by Tenant and reasonably acceptable to Landlord. Tenant shall select all general contractors, architects, engineers, material suppliers, subcontractors, independent contractors and/or other sources for the material, labor and services applied to the Tenant Improvements (so long as each vendor complies with Landlord' s standards) and shall have full and complete approval authority on the Tenant Improvement construction costs; provided, however, that Tenant shall select Landlord' s Approved Engineer for all structural and mechanical systems, and Tenant shall select subcontractors from Landlord' s approved list of subcontractors for any Tenant' s Improvements work related to the base building

systems. The general contractor selected pursuant to the terms of this Section 18.6 is herein referred to as the "General Contractor". The Tenant Improvements shall be furnished, installed and performed by Landlord at Tenant' s Cost. Landlord will apply the Improvement Allowance to Tenant' s Cost. As used in this Lease, "Tenant' s Excess Cost" means the amount, if any, by which Tenant' s Cost, exceeds the amount of the Improvement Allowance. Landlord shall determine and notify Tenant in writing of the amount of the initial expected Tenant' s Excess Cost ("Projected Tenant' s Excess Cost") after Landlord has entered into the contract with the General Contractor for construction of the Tenant Improvements ("Tenant Improvements Contract"). Tenant shall cause the amount of the Projected Tenant' s Excess Cost to be paid directly to Landlord by Tenant within 30 days after Tenant' s receipt of invoice and reasonable back-up of completion of the work, provided that Landlord may not request payment more than one time in a calendar month. Landlord agrees that the Projected Tenant' s Excess Cost will only be expended for Tenant' s Cost after the disbursement of any funds from the Improvement Allowance for Tenant' s Cost. Landlord and Tenant shall mutually agree upon a construction schedule for the completion of Tenant' s Improvements. Any Projected Tenant' s Excess Cost not spent on Tenant' s Improvements shall be refunded by Landlord to Tenant within 60 days after Substantial Completion.

18.7 Construction of Tenant' s Improvements; Payment of Tenant' s Excess Cost. Landlord will, subject to Tenant' s payment of the Projected Tenant' s Excess Costs in compliance with the provisions of Section 18.6, cause Tenant' s Improvements to be constructed or installed in the Premises in a good and workmanlike manner and according to Tenant' s Construction Plans and all applicable building codes; provided, however, that notwithstanding any other provision of this Lease to the contrary, Landlord' s sole obligation with respect to the compliance of Tenant' s Improvements with the ADA will be to construct Tenant' s Improvements in accordance with Tenant' s Construction Plans and Landlord will have no obligation to verify that Tenant' s Construction Plans call for Tenant' s Improvements that will comply with the ADA or otherwise to cause Tenant' s Improvements to comply with the ADA. On the Commencement Date, Tenant will (to the extent not previously paid in accordance with the provisions of Section 18.6) pay Landlord the amount by which Tenant' s Cost, as set forth in the Tenant' s Cost Proposal approved by Tenant according to Section 18.6 (and as the same may be revised according to Section 18.8) exceeds the sum of (a) the Improvement Allowance, and (b) the Projected Tenant' s Excess Cost. Tenant' s Improvements will be constructed in the following four phases: (i) the first phase ("First Phase") shall consist of Tenant' s Improvements to the Suite Area; (ii) the second phase ("Second Phase") shall consist of Tenant' s Improvements to the Reception Area; (iii) the third phase ("Third Phase") shall consist of Tenant' s Improvements to the Large Conference Area; and, (iv) the fourth phase ("Fourth Phase") shall consist of Tenant' s Improvements to the Suite 340 Premises. Construction of the Second Phase will not commence until after the First Phase has reached Substantial Completion. Construction of the Third Phase will not commence until after the Large Conference Area has been vacated by the current tenant Milliman, Inc. which is scheduled to occur on August 15, 2019. Construction of the Fourth Phase will not commence until after the Suite 340 Premises has been vacated by the current tenant Milliman, Inc. which is scheduled to occur on September 30, 2019. Substantial Completion of: [A] the First Phase is scheduled to occur by April 30, 2019, [B] the Second Phase is scheduled to occur by May 15, 2019, [C] the Third Phase is scheduled to occur by September 15, 2019, and the Fourth Phase is scheduled to occur by November 30, 2019. Notwithstanding the foregoing provisions of this Section 18.7, Landlord may commence construction of any of the phases on an earlier date if the current tenant, Milliman, Inc., agrees to permit commencement of construction on an earlier date.

18.8 Change Orders. Tenant' s Representative may authorize changes in the work during construction only by written instructions to Landlord' s Representative on a form approved by Landlord. All such changes will be subject to Landlord' s prior written approval, which will not be unreasonably withheld, delayed or conditioned so long as the proposed change will not increase Landlord' s costs or have a substantial adverse effect on the construction schedule. Prior to commencing any change, Landlord will prepare and deliver to Tenant, for Tenant' s approval, a change order ("Change Order") identifying the total cost of such change, which will include associated architectural, engineering and construction contractor' s fees, and the total lime that will be added to the construction schedule by such change. If Tenant fails to approve and pay for such Change Order within 10 Business Days after delivery by Landlord, Tenant will be deemed to have withdrawn the proposed change and Landlord will not proceed to perform the change. Upon Landlord' s receipt of Tenant' s approval and payment, Landlord will proceed to perform the change,

18.9 Tenant Delay. As provided in Section 2.2.2, the Commencement Date will not occur until the earlier of the date which is the fifteenth (15th) day to occur after the date Landlord achieves Substantial Completion of Tenant' s Improvements and tenders possession of the Premises to Tenant or the date that Tenant commences business operations in the Premises; provided, however, that if Landlord is delayed in achieving the Substantial

Completion as a result of any Tenant Delay, then the Commencement Dale will only be extended under Section 2.2.2 until the date which is the fifteenth (15th) day after the day on which Substantial Completion would have occurred but for such delay.

18.10 Landlord Delay. In the event that the Premises is not vacant and ready for the commencement of the Tenant' s Improvements (regardless if the Construction Plans or permits are received) by the later of December 31, 2018, and the third (3rd) Business Day following the date Tenant delivers Tenant' s Construction Plans to Landlord then each day that occurs (hereafter until the day the Premises are vacant and ready for commencement of Tenant' s Improvements shall be considered a Landlord delay and Tenant shall receive one and one-half days of abated Basic Rent for each day of Landlord' s delay.

18.11 Punch List. Within 20 days after Substantial Completion, Landlord and Tenant will inspect the Premises and develop a Punch List. Landlord will complete (or repair, as the case may be) the items described on the Punch List with commercially reasonable diligence and speed, subject to delays caused by Tenant Delay and Force Majeure. If Tenant refuses to inspect the Premises with Landlord within the 20 day period. Tenant is deemed to have accepted the Premises as delivered, subject to Section 18.11.

18.12 Construction Warranty. Landlord warrants Tenant' s Improvements against defective workmanship and materials for a period of one year after Substantial Completion. Landlord' s sole obligation under this warranty is to repair or replace, as necessary, any defective item caused by defective workmanship or materials if Tenant notifies Landlord of the defective item within such one year period. Landlord has no obligation to repair or replace any item after such one year period expires. Tenant must strictly comply with the Warranty Terms. **THE WARRANTY TERMS PROVIDE TENANT WITH ITS SOLE AND EXCLUSIVE REMEDIES FOR INCOMPLETE OR DEFECTIVE WORKMANSHIP OR MATERIALS OR OTHER DEFECTS IN THE PREMISES IN LIEU OF ANY CONTRACT, WARRANTY OR OTHER RIGHTS, WHETHER EXPRESSED OR IMPLIED, THAT MIGHT OTHERWISE BE AVAILABLE TO TENANT UNDER APPLICABLE LAW. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.**

18.13 Landlord Warranties and Representations. Landlord warrants to Tenant that as of the Delivery Date: (i) the plumbing system to the restrooms, elevators, HVAC as stubbed in, base building electrical, Common Area fire and life safety systems shall be in good and working order, and (ii) Landlord has no knowledge of the presence of Hazardous Materials in the Premises or the Project that require remediation under Hazardous Materials Laws. For purposes of this Section 18.13, "Landlord has no knowledge" will be based upon the actual knowledge of Garth R. D. Tait without further investigation as of the Effective Date.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 Notices. All Notices must be in writing and must be sent by personal delivery, United Slates registered or certified mail (postage prepaid) or by an independent overnight courier service that provides evidence of receipt, addressed to the addresses specified in the Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this Section 19.1. Notices given by mail are deemed given, received and effective three Business Days after the party sending the Notice deposits the Notice with the United States Postal Service. Notices given by overnight courier arc deemed given, received and effective on the next Business Day after the day the party delivering the Notice timely deposits the Notice with the courier for overnight (next day) delivery.

19.2 Transfer of Landlord' s Interest. If Landlord Transfers any interest in the Premises for any reason other than collateral security purposes, the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the Transfer, provided that the transferee assumes all of Landlord' s obligations accruing subsequent to the Transfer and further provided that the transferor delivers to the transferee any funds the transferor holds in which Tenant has an interest (such as a security deposit). Except as specifically set forth in the first sentence of this Section 19.2, Landlord' s covenants and obligations in this Lease bind each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the transferor remains entitled to the benefits of Tenant' s indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the transferor' s period of ownership.

19.3 Successors. The covenants and agreements contained in this Lease bind and inure to the benefit of Landlord, its successors and assigns, bind Tenant and its successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns.

19.4 Captions and Interpretation. The captions of the articles and sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular.

19.5 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant other than that of landlord and tenant.

19.6 Entire Agreement; Amendment. All exhibits, addenda and schedules attached to this Lease are incorporated into this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the improvement and leasing of the Premises. All prior and contemporaneous negotiations, including, without limitation, any letters of intent or other proposals and any drafts and related correspondence, are merged into and superseded by this Lease. No subsequent alteration, amendment, change or addition to this Lease (other than to the Building Rules) is binding on Landlord or Tenant unless it is in writing and signed by the party to be charged with performance.

19.7 Severability. If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

19.8 Landlord' s Limited Liability. Tenant will look solely to Landlord' s interest in the Building for recovering any judgment or collecting any obligation from Landlord or any of the other Landlord Parties. Tenant agrees that neither Landlord nor any of the other Landlord Parties will be personally liable for any judgment or deficiency decree.

19.9 Survival. All of Tenant' s obligations under this Lease (together with interest on payment obligations at the Maximum Rate) accruing prior to expiration or other termination of this Lease survive the expiration or other termination of this Lease. Further, all of Tenant' s release, indemnification, defense and hold harmless obligations under this Lease survive the expiration or other termination of this Lease, without limitation.

19.10 Attorneys' Fees. If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Lease, the prevailing party in any such litigation or judicial action is entitled to recover and will be awarded all of its costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenditures) from the nonprevailing party.

19.11 Brokers. Landlord and Tenant each represents and warrants to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with this Lease (except as may be specifically set forth in the Basic Terms) and releases and will indemnify, defend and hold the other harmless from and against any Claim based on the failure or alleged failure to pay any realtors, brokers, finders or agents (other than any brokers specified in the Basic Terms) and from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers, finders or agents (other than any brokers specified in the Basic Terms) claiming by, through or on behalf of it with respect to this Lease or the negotiation of this Lease. Landlord will pay any brokers named in the Basic Terms in accordance with the applicable listing agreement for the Building.

19.12 Governing Law. This Lease is governed by, and must be interpreted under, the internal laws of the State. Any suit arising from or relating to this Lease must be brought in the City or, if the suit is brought in federal court, in any federal court appropriate for suits arising in the City; Landlord and Tenant waive the right to bring suit elsewhere.

19.13 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

19.14 Joint and Several Liability. All parties signing this Lease as Tenant and any Guarantor(s) of this Lease are jointly and severally liable for performing all of Tenant' s obligations under this Lease.

19.15 Tenant' s Waiver. [Intentionally Deleted]

19.16 Tenant' s Documents; Authority. If Tenant is an entity, Tenant, within 10 days after Landlord' s written request, will deliver or cause to be delivered to Landlord (a) Certificate(s) of Good Standing from the state of formation of Tenant and, if different, the State, confirming that Tenant is in good standing under the laws governing formation and qualification to transact business in such state(s); and (b) a resolution of Tenant with Secretary' s and Incumbency Certificate, authorizing Tenant' s execution of this Lease, and the person signing this Lease on Tenant' s behalf, to sign this Lease. Tenant and each individual signing this Lease on behalf of Tenant represents and warrants that they are duly authorized to sign on behalf of and to bind Tenant and that this Lease is a duly authorized obligation of Tenant.

19.17 Provisions are Covenants and Conditions. All provisions of this Lease, whether covenants or conditions, are deemed both covenants and conditions.

19.18 Force Majeure. If either party is delayed or prevented from performing any act required in this Lease (excluding, however, the payment of money) by reason of Force Majeure, then such party' s performance of such act is excused for the period of the delay or the period of delay caused by Force Majeure and the period of the performance of any such act will be extended for a period equivalent to such period.

19.19 Management. Property Manager is authorized to manage the Building. Landlord appointed Property Manager to act as Landlord' s agent for leasing, managing and operating the Building. The Property Manager then serving is authorized to accept service of process and to receive and give notices and demands on Landlord' s behalf.

19.20 Financial Statements. Tenant will, within 10 days after Landlord' s request at any time during the Term, deliver to Landlord complete, accurate and up-to-date financial statements with respect to Tenant, which financial statements must be (a) prepared according to generally accepted accounting principles consistently applied, and (b) certified by an independent certified public accountant or by Tenant' s most senior financial officer that the same are a true, complete and correct statement of Tenant' s financial condition as of the date of such financial statements.

19.21 Quiet Enjoyment. Landlord covenants that Tenant will quietly hold, occupy and enjoy the Premises during the Term, subject to the terms and conditions of this Lease, free from molestation or hindrance by Landlord or any person claiming by, through or under Landlord, if Tenant pays all Rent as and when due and keeps, observes and fully satisfies all other covenants, obligations and agreements of Tenant under this Lease.

19.22 No Recording. Tenant will not record this Lease or a memorandum of this Lease without Landlord' s prior written consent, which consent Landlord may grant or withhold in its sole and absolute discretion.

19.23 Nondisclosure of Lease Terms. The terms and conditions of this Lease constitute proprietary information of Landlord that Tenant will keep confidential Tenant' s disclosure of the terms and conditions of this Lease could adversely affect Landlord' s ability to negotiate other leases and impair Landlord' s relationship with other tenants. Accordingly, Tenant, without Landlord' s consent (which consent Landlord may grant or withhold in its sole and absolute discretion), will not directly or indirectly disclose the terms and conditions of this Lease to any other tenant or prospective tenant of the Building or to any other person or entity other than Tenant' s employees and agents who have a legitimate need to know such information (and who will also keep the same in confidence).

19.24 Construction of Lease and Terms. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been

represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft of the same. Landlord' s submission of this instrument to Tenant for examination or signature by Tenant does not constitute a reservation of or an option to lease and is not effective as a lease or otherwise until Landlord and Tenant both execute and deliver this Lease. The parties agree that, regardless of which party provided the initial form of this Lease, drafted or modified one or more provisions of this Lease, or compiled, printed or copied this Lease, this Lease is to be construed solely as an offer from Tenant to lease the Premises, executed by Tenant and provided to Landlord for acceptance on the terms set forth in this Lease, which acceptance and the existence of a binding agreement between Tenant and Landlord may then be evidenced only by Landlord' s execution of this Lease.

19.25 Security Deposit. Tenant shall keep on deposit with the Landlord at all times during the Term, the Security Deposit in the amount specified in the Basic Terms as security for the payment by Tenant of the Rent and for the faithful performance of all the terms, conditions and covenants of this Lease. If at any time during the Term Tenant shall be in default in the performance of any provision of this Lease, Landlord may (but shall not be required to) use the Security Deposit, or so much thereof as necessary, in payment of any Rent due under this Lease, in reimbursement of any expense incurred by Landlord and in payment of the damages incurred by Landlord by reason of the Tenant' s default, or at the option of the Landlord, the same may be retained by Landlord as liquidated damages. In such event, the Tenant shall, on written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the amount specified in the Basic Terms. If the Security Deposit has not been utilized as aforesaid, the Security Deposit, or as much thereof as has not been utilized for such purposes, shall be refunded to Tenant, without interest, upon full performance of this Lease by Tenant, and in any event, within 30 days after termination of this Lease. Landlord shall have the right to commingle the Security Deposit with other funds of the Landlord. Landlord shall deliver the Security Deposit to any purchaser of the Landlord' s interest in the Premises in the event such interest be sold and the Security Deposit is delivered to the purchaser, Landlord shall be discharged from further liability with respect to the Security Deposit. Notwithstanding the above provisions of this Section 19.25, if claims of Landlord exceed the Security Deposit, Tenant shall remain liable for the balance of such claims.

19.26 Letter of Credit.

19.26.1 Within thirty (30) days after the execution of this Lease, Tenant shall, as security for the payment by Tenant of the Rent and for the faithful performance of every provision of all the terms, conditions and covenants of this Lease to be performed by Tenant, deliver to Landlord the LOC, in substantially the same form as **Exhibit H**, with a term of not less than one year with an automatic renewal on or after one year after its issue date. Tenant shall cause the LOC to be renewed annually at least thirty (30) days prior to its expiration. In the event the LOC is not renewed as required in this Section 19,26.1 at least thirty (30) days prior to expiration, and Tenant has not delivered either cash in the amount of the LOC or a new LOC as hereafter required Landlord shall be entitled to draft upon the LOC for the entire amount thereof, notwithstanding that Tenant may then be current in the payment of Rent under the Lease and no other default has occurred. If for any reason the draft on the LOC is not honored in its entirety by the issuing financial institution on demand by Landlord, then Tenant shall, within 10 Business Days of receipt of notice from Landlord, deliver to Landlord either a new LOC issued by Comerica Bank (El Segundo, CA location) or such other financial institution reasonably acceptable to Landlord with offices in the Denver metropolitan area, in substantially the same form and content as **Exhibit H** attached hereto. Tenant shall have the right to substitute the LOC with an LOC meeting the requirements of this Section 19.26 and issued by a financial institution reasonably acceptable to Landlord with offices in the Denver metropolitan area. Provided Tenant has performed all of its obligations hereunder, the required amount of the LOC shall be reduced by $100,000 on each anniversary of the Commencement Date.

19.26.2 If Tenant fails to perform any of its obligations hereunder, including, but not limited to, the provisions relating to the payment of Rent beyond applicable notice and cure periods or if Tenant fails to deliver cash, a renewal or replacement of the LOC in accordance with the provisions of Section 19.26.1, then Landlord may draw the entire amount of the LOC and deposit the proceeds (the "Collateral") into an account controlled by Landlord. Landlord may use, apply, or retain all or any part of the Collateral for the payment of (a) any Rent or other sums of money which Tenant may not have paid when due, (b) any sum expended by Landlord on Tenant' s behalf in accordance with the provisions of this Lease, and/or (c) any damages which Landlord may sustain or sums which Landlord may extend or be required to expend by reason of Tenant' s default. The use, application or retention of the

Collateral, or any portion thereof, by Landlord, shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law except to the extent Landlord applies the Collateral to effectuate a cure of Tenant' s default (it being intended that Landlord shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If any portion of the Collateral is used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security held by Landlord to the original amount of the Collateral, and Tenant' s failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Collateral separate from its general funds, and Tenant shall not be entitled to interest on the Collateral. Within 30 days after termination of this Lease, Landlord will pay the full unused portion of the Collateral to Tenant.

19.26.3 In the absence of evidence satisfactory to Landlord of any permitted assignment of the right to receive the LOC or the Collateral, Landlord may return the same to the original Tenant, regardless of one or more assignments of Tenant' s interest in this Lease or the LOC or the Collateral. In such event, upon return of the LOC or Collateral to the original Tenant, Landlord shall be completely relieved of liability under this Section 19.26 or otherwise with respect to the LOC or Collateral. Tenant acknowledges that Landlord has the right to transfer or mortgage its interest in the Buildings or the Project and in this Lease and Tenant agrees that in the event of any such transfer or mortgage, Landlord shall have the right to transfer or assign the LOC or the Collateral to the transferee or mortgagee at Landlord' s cost. Upon written acknowledgment of transferee' s or mortgagee' s receipt of the LOC or Collateral, Landlord shall be released by Tenant from any liability or obligation for return of such LOC or Collateral, and Tenant shall look solely to such transferee or mortgagee for the return of the LOC or Collateral. The LOC and the Collateral shall not be mortgaged, assigned or encumbered in any manner whatsoever by Tenant.

19.26.4 Tenant shall have the right at any time to replace the LOC by delivering payment to Landlord in the amount of the LOC. Upon receipt of such payment Landlord shall deliver the LOC to Tenant and the proceeds of the payment shall be deemed to be Collateral hereunder and shall be deposited by Landlord in accordance with the provisions of Section 19.26.2. Landlord shall return portions of the Collateral to Tenant equal to the amounts of the reduction in the LOC provided in Section 19.26.1 at the time intervals provided for the reduction in the amount of the LOC.

19.27 Prohibited Persons and Transactions. Tenant represents to Landlord: (i) that neither Tenant nor any person or entity that directly owns a 10% or greater equity interest in it, nor any of its officers, directors or managing members, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC' s Specially Designated and blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", or other Laws (each such person, a "Prohibited Person"), (ii) that Tenant' s activities do not violate the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, or the regulations or orders promulgated thereunder, as they may be amended from time to time, or other anti-money laundering Laws (the "Anti-Money Laundering Laws"), and (iii) that throughout the Term of this Lease Tenant shall comply with the Executive Order and with the Anti-Money Laundering Laws.

19.28 Fitness Facility. Landlord currently maintains a fitness room with showers and lockers within the Wynkoop Building (collectively, the "Fitness Facility") and permits employees of the Building' s tenants to use the Fitness Facility without charge. Tenant shall have the right to permit its employees who maintain their primary work location at the Premises to use the Fitness Facility in common with other employees of tenants of the Building, subject to rules and regulations that Landlord may implement from time to time and subject to such charges for use that Landlord may from time to time impose (provided such rules, regulations and/or charges shall apply to all other tenants of the Building). Landlord shall have the right at any time to suspend the operation of the Fitness Facility, provided that a majority of the tenants in the Building (measured by the rentable square feet of premises leased by such tenants) approve of the suspension of operation.

19.29 Submission of Lease. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord to Tenant. Tenant acknowledges that this Lease is subject to approval by Landlord' s lender, Principal Life Insurance Company, and by the General Electric Pension Trust Fund executive committee, and Landlord' s execution and delivery of this Lease to Tenant shall evidence that such approvals have been granted. Upon execution and delivery of this Lease by Tenant, Landlord is granted an irrevocable option for 10 Business Days to execute this Lease within said period and thereafter return a fully executed copy to Tenant. In the event Landlord fails to either deliver the Lease executed on behalf of Landlord or to notify Tenant that the Lease has been approved by Principal Life Insurance Company and the General Electric

Pension Trust Fund executive committee (the "Notification of Approvals") within such 10 Business Days period, Tenant shall thereafter have the right to revoke this Lease upon delivery of written notice to Landlord any time prior to Tenant' s receipt of the Lease executed by Landlord or Notification of Approvals.

19.30 Shared Conference Room. Tenant shall have the right, without additional charge, subject to availability, to share the use depicted on Exhibit C-3 (the "Shared Conference Room") with the tenant (Milliman, Inc.) of the premises containing the Shared Conference Room until 11:59 p.m., August 15, 2019. Tenant shall contact Milliman, Inc.' s office manager Jeri Allsup to schedule the use of the Shared Conference Room.

19.31 Landlord' s Work. Landlord shall, at its sole exist and expense, use commercially reasonable efforts to cause that work described in Exhibit J ("Landlord' s Work") to be completed in a good and workmanlike manner on or before the dates for completion specified in Exhibit J.

Landlord and Tenant each caused this Lease to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

LANDLORD:

Date of execution by Landlord (such date being the Effective Date):

November 16, 2018

WEWATTA AND WYNKOOP PT, LLC,
a Colorado limited liability company

By: WEWATTA AND WYNKOOP PT MEMBER, LLC,
a Delaware limited liability company,
Its sole member

BY: WEWATTA AND WYNKOOP PT HOLDINGS, LLC,
a Delaware limited liability company,
Its sole member

By: WEWATTA AND WYNKOOP PT INVESTOR, LLC,
a Delaware limited liability company,
Its sole member

By: GENERAL ELECTRIC PENSION TRUST,
a New York common law trust,
Its sole member

By: SSGA FUNDS MANAGEMENT, INC.,
Its investment advisor

By: /s/ Roland Siegl

Name: Roland Siegl
Authorized Person:

TENANT:

PALADINA HEALTH, LLC, a Delaware limited liability company

By: /s/ Chris Miller

Name: Chris Miller

Title: CEO

Exhibit A
DEFINITIONS

"**Actual Substantial Completion Date**" means either (a) the date a Certificate of Occupancy is issued for the Suite 350 Premises, or (b) if the City or other appropriate authority does not require that a Certificate of Occupancy or other similar document be issued for the Suite 350 Premises, the date that Tenant is reasonably able to occupy and use the Suite 350 Premises for its intended purposes, regardless of whether such date was delayed by Tenant Delay or other Force Majeure.

"**ADA**" means the applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time,

"**Additional Rent**" means any charge, fee or expense (other than Basic Rent) payable by Tenant under this Lease, however denoted, including any charges related to parking.

"**Additional Space**" has the meaning set forth in Section 2.4.1.

"**Affiliate**" means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Tenant. For purposes of this definition, "control" means possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting interests of the entity. In addition, "Affiliate" means any entity in which or with which Tenant is merged or consolidated in accordance with applicable statutory provisions for merger or consolidation, so long as the liabilities of Tenant are assumed by the entity surviving such merger or created by such consolidation, or any entity acquiring all or substantially all of Tenant' s assets, and such surviving entity intends to continue the operation of the business of Tenant conducted from the Premises.

"**Alteration**" means any change, alteration, addition or improvement to the Premises or Building following initial completion of the Tenant' s Improvements.

"**Available for Lease**" means, with respect to any portion of the Additional Space, the following period of time: (a) with respect to any portion of the Additional Space which has never been the subject of an Offer Notice and is not then leased to a third-party tenant, from the Commencement Date until such portion becomes the subject of an Offer Notice delivered to Tenant; (b) with respect to any portion of the Additional Space concerning which Landlord has given Tenant an Offer Notice to which Tenant did not respond with an Acceptance Notice prior to the Acceptance Deadline, from the expiration of the Leasing Period applicable to such Offer Notice without Landlord' s entry into a lease thereof with a third-party tenant until such portion becomes the subject of an Offer Notice delivered to Tenant; (c) with respect to any portion of the Additional Space that has been leased by Landlord to a third-party tenant either on the Commencement Date or subsequent thereto in accordance with the provisions of Section 2.4.1, from the expiration or earlier termination of the then-current term (whether such renewal or extension was made pursuant to a renewal right contained in such third-party tenant' s lease or otherwise), of such third-party tenant' s lease until such portion becomes the subject of an Offer Notice delivered to Tenant; and (d) with respect to any portion of the Additional Space that has been leased by Landlord to a third-party tenant either on the Commencement Date or subsequent thereto in accordance with the provisions of Section 2.5.1, from the expiration or earlier termination of the then-current term (whether such term be the initial term or any renewal or extension thereof, and regardless of whether such renewal or extension was made pursuant to a renewal right contained in such third-party tenant' s lease or otherwise) of such third-party tenant' s lease until such portion becomes the subject of a Refusal Offer Notice delivered to Tenant.

"**Bankruptcy Code**" means the United States Bankruptcy Code as the same now exists and as the same may be amended, including any and all rules and regulations issued pursuant to or in connection with the United States Bankruptcy Code now in force or in effect after the Effective Date.

"**Basic Rent**" means the basic rent amounts specified in the Basic Terms.

"**Basic Terms**" means the terms of this Lease identified as the "Basic Term" before Article 2 of the Lease.

"**BOMA Standards**" means BOMA 2017 FOR OFFICE BUILDINGS: Standard Method for Measurement adopted by the American National Standards Institute, Inc. and the Building Owners and Managers Association International (ANSI/BOMA Z65.1-2017)).

"**Building**" means that certain nine-story office building at 1400 Wewatta Street, Denver, Colorado, consisting of approximately 196,508 rentable square feet and constituting a part of the Project.

"**Building Rules**" means those certain rules attached to this Lease as Exhibit E, as Landlord may amend the same from time to time.

"**Business Days**" means any day other than Saturday, Sunday or a legal holiday in the State.

"**Business Hours**" means Monday through Friday from 7:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 12:00 p.m., excluding holidays.

"**Certificate of Occupancy**" means a certificate of occupancy or similar document or permit (whether conditional, unconditional, temporary or permanent) that must be obtained from the appropriate governmental authority as a condition to a tenant' s lawful occupancy of space in the Building.

"**Change Order**" has the meaning set forth in Section 18.8.

"**City**" means the City and County of Denver, Colorado.

"**Claims**" means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Lease.

"**Commencement Date**" means the first day of the Term, which will be the earlier of the fifteenth (15th) day occurring after the Actual Substantial Completion Dale, or that date Tenant commences business operations in any portion of the Premises, less any portion of that period attributable to a Tenant Delay.

"**Commencement Date Memorandum**" means the form of memorandum attached to this Lease as Exhibit D.

"**Common Area**" means (a) the lobby areas, multi-tenant corridors, common elevators, common stairways, restrooms and other areas of the Building that Landlord may designate from time to time as common area available to all tenants of the Building, (b) those portions of the Parking Garage that, pursuant to the Project Documents, Landlord has the right to permit its tenants to use and that Landlord may designate from time to time as common area available to all tenants of the Building, and (c) any other Project Common Elements that, pursuant to the Project Documents, Landlord has the right to permit its tenants to use and that Landlord may designate from time to time as common area available to all tenants of the Building.

"**Comparable Buildings**" shall have the meaning set forth in Section 2.3.1 provided that for purposes other than determining Fair Market Basic Rent pursuant to Section 2.3.1, Comparable Buildings shall mean Class A office buildings of comparable age to the Building in the lower downtown Denver, Colorado office market.

"**Condemning Authority**" means any person or entity with a statutory or other power of eminent domain.

"**Deciding Appraiser**" means a real estate broker who will select the Fair Market Basic Rent in the manner described in Section 2.3.2. The Deciding Appraiser must be a licensed and reputable real estate broker with a reputable firm with at least 10 years of experience actively working in the lower downtown Denver, Colorado office market. The Deciding Appraiser may not have any material financial or business interest in common with either Landlord or Tenant or their respective Affiliates with the exception of the compensation the Deciding Appraiser will be paid pursuant to Section 2.3.2.

"**Delivery Date**" means the target date for Landlord' s delivery of the Premises to Tenant, which is the delivery date specified in the Basic Terms.

"**Effective Date**" means the date Landlord executes this Lease, as indicated on the signature page.

"**Event of Default**" means the occurrence of any of the events specified in Section 15.1 of the Lease.

"**Expenses**" means the total amount of Property Taxes and Operating Expenses due and payable during any calendar year of the Term.

"**Fair Market Basic Rent**" has the meaning set forth in Section 2.3.1.

"**First Right**" has the meaning set forth in Section 2.5.1.

"**Fitness Facility**" shall have the meaning set forth in Section 19.28.

"**Floor Plan**" means the floor plan attached to this Lease as Exhibit C-l.

"**Force Majeure**" means acts of God; strikes; lockouts; labor troubles; inability to procure materials; inclement weather; governmental laws or regulations; casualty; orders or directives of any legislative, administrative, or judicial body or any governmental department; inability to obtain any governmental licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities); shortages of fuel or building materials; and other similar or dissimilar causes beyond the applicable party' s reasonable control, so that, for example, a delay in the performance of Landlord' s construction obligations caused by Tenant Delay will constitute a delay in Landlord' s performance caused by Force Majeure.

"**Hazardous Materials**" means any of the following, in any amount: (a) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (b) any radioactive substance; (c) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (d) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Effective Date as the same may be interpreted by government offices and agencies.

"**Hazardous Materials Laws**" means any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Effective Date that control, classify, regulate, list or define Hazardous Materials or require remediation of Hazardous Materials contamination.

"**Improvement Allowance**" means the amount (per rentable square foot of the Premises) specified in the Basic Terms to be applied to the costs of designing and installing Tenant' s Improvements or as otherwise provided in Section 18.6.

"**Land**" means that certain real property legally described on the attached Exhibit B less any portion thereof that may be developed by Landlord separately from, and not as a part of, the Project.

"**Landlord**" means only the owner or owners of the Building at the time in question.

"**Landlord Parties**" means Landlord and Property Manager and their respective officers, directors, partners, shareholders, members, managers and employees.

"**Landlord' s Approved Engineer**" means MDP Engineering Group or such other engineering firm selected by Landlord.

"**Landlord' s Improvements**" means the base building portion of the Building.

"**Landlord' s Work**" has the meaning set forth in Section 19.31.

"**Landlord' s Representative**" means Garth R. D. Tait, phone: 303-312-3922, email: gtait@silverbrae.com, address: 1401 Wynkoop Street, Suite 100, Denver, Colorado 80202.

"**Laws**" means any law, regulation, rule, order, statute, building code or ordinance of any governmental or private entity in effect on or after the Effective Date and applicable to the Project or the use or occupancy of the project, including, without limitation, the ADA, Hazardous Materials Laws, Building Rules and Permitted Encumbrances; provided, however, that with respect to Landlord' s construction obligations, "Laws" will mean only any applicable building code and the dimensional aspects of any applicable zoning ordinances, except as otherwise expressly provided herein.

"**LOC**" has the meaning set forth in Paragraph 14 of Section 1.2 (Basic Terms).

"**Lease**" means this 1400 Wewatta Office Lease Agreement, as the same may be amended or modified after the Effective Date.

"**Maximum Number of Parking Spaces**" means the maximum number of parking spaces in the Parking Garage that Tenant has the right to rent pursuant to Section 2.6, which number of parking spaces is that stated in the Basic Terms.

"**Maximum Rate**" means interest at a per annum rate equal to five (5) percentage points in excess of the "Prime Rale" as published by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates" (or, in the event The Wall Street Journal ceases publication of the "Money Rates", Landlord shall have the right to select a reasonably comparable index), from the date when the same is due until the same will be paid, but if such rate exceeds the maximum interest rate permitted by law, such rate will be reduced to the highest rate allowed by law under the circumstances.

"**Mortgage**" means any mortgage, deed of trust, ground lease, "synthetic" lease, security interest or other security document of like nature that at any time may encumber all or any part of the Building and any replacements, renewals, amendments, modifications, extensions or refinancings thereof, and each advance (including future advances) made under any such instrument,

"**Net Rent**" means all rental Landlord actually receives from any reletting of all or any part of the Premises, less any indebtedness from Tenant to Landlord other than Rent (which indebtedness is paid first to Landlord) and less the Re-entry Costs (which costs are paid second to Landlord).

"**Notices**" means all notices, demands or requests that may be or are required to be given, demanded or requested by either party to the other as provided in this Lease.

"**Offer Notice**" has the meaning set forth in Section 2.4.1.

"**Operating Expenses**" means the sum of (a) all expenses Landlord incurs in connection with maintaining, repairing and operating the Building, (b) the Building' s share, determined in accordance with the Project Documents, of all expenses incurred in connection with maintaining, repairing and operating the Parking Garage, and (c) the Building' s share, determined in accordance with the Project Documents, of all expenses incurred in connection with maintaining, repairing and operating the Project Common Elements, in each case as determined by Landlord' s accountant in accordance with generally accepted accounting principles consistently followed, including, without limitation, the following: insurance premiums and deductible amounts under any insurance policy; maintenance and repair costs; steam, electricity, water, sewer, gas and other utility charges; fuel; lighting; window washing; janitorial services; trash and rubbish removal; property association fees and dues and all payments due from the owner of the Building under the Project Documents and any other Permitted Encumbrances (except Mortgages); wages payable to persons at the level of manager and below whose duties are connected with maintaining and operating the Building, Parking Garage or Project Common Elements (but only for the portion of such persons' time allocable to the Building, Parking Garage or Project Common Elements, as applicable), together with all payroll taxes, unemployment insurance, vacation allowances and disability, pension, profit sharing, hospitalization, retirement and other so-called "fringe benefits" paid

in connection with such persons (allocated in a manner consistent with such persons' wages); amounts paid to contractors or subcontractors for work or services performed in connection with maintaining and operating the Building, Parking Garage or Project Common Elements; all costs of uniforms, supplies and materials used in connection with maintaining, repairing and operating the Building, Parking Garage or Project Common Elements; any expense imposed upon Landlord, its contractors or subcontractors pursuant to law or pursuant to any collective bargaining agreement covering such employees; all services, supplies, repairs, replacements or other expenses for maintaining and operating the Building, Parking Garage or Project Common Elements; costs of complying with Laws; reasonable management fees and the costs (including fair market rental) of maintaining a building or management office for the Building in the Project; a fair market rental for leasable space in the Project used to provide tenant amenities available to Tenant and the other tenants of the Project, such as shower and locker rooms (e.g., the Fitness Facility); such other expenses as may ordinarily be incurred in connection with maintaining and operating a complex similar to the Building, Parking Garage or Project Common Elements; and expenses incurred in connection with public sidewalks adjacent to the Project, any pedestrian walkway system (either above or below ground) and any other public facility to which Landlord or the Project is from time to time subject in connection with operating the Project. The term "Operating Expenses" does not include the cost of any capital improvement, other than replacements required for normal maintenance and repair; rental for items which, if purchased rather than rented, would constitute a capital improvement; the cost of repairs, restoration or other work occasioned by fire, windstorm or other insured casualty, other than the amount of any deductible under any insurance policy (regardless whether the deductible is payable by Landlord in connection with a capital expenditure); expenses Landlord incurs in connection with leasing or procuring tenants or renovating space for new or existing tenants expenses in connection with services or other benefits of a type which are not made available to Tenant but which are provided to another tenant of the Building; any costs for which Landlord receives reimbursement for from tenants of the Building or from insurance; legal expenses incident to Landlord' s enforcement of any lease; interest or principal payments on any mortgage or other indebtedness of Landlord; or allowance or expense for depreciation or amortization. Notwithstanding the foregoing, if Landlord installs equipment in, or makes improvements or alterations to, the Building, Parking Garage or Project Common Elements to reduce energy, maintenance or other costs, or to comply with any Laws, Landlord may include in Operating Expenses reasonable charges for interest paid on the investment and reasonable charges for depreciation of the investment so as to amortize the investment over the reasonable life of the equipment, improvement or alteration (as determined by Landlord in the exercise of its reasonable discretion on a consistent basis) on a straight line basis; provided, however, that with respect to improvements or alterations to reduce energy, maintenance or other costs, the amortized amount shall not exceed the reasonably anticipated costs savings.

"**Parking Garage**" means the multi-level parking garage within the Project that, pursuant to the Project Documents, provides parking for the owners of the various components of the Project or their permittees.

"**Parking Spaces**" means the reserved and unreserved parking spaces in the Parking Garage rented by Tenant from time to time during the Term pursuant to Section 2.6.

"**Permitted Encumbrances**" means all Mortgages, liens, easements, declarations, encumbrances, covenants, conditions, reservations, restrictions and other matters now or after the Effective Date affecting title to the Building.

"**Premises**" means that certain space situated in the Building shown and designated on the Floor Plan and described on the Floor Plan and described in the Basic Terms, including the Suite 350 Premises and the Suite 340 Premises, and including any Additional Space which becomes part of the Premises pursuant to Sections 2.4 and 2.5.

"**Prohibited Entity**" means (i) a governmental or a governmental subdivision, instrumentality or agency, (ii) a school, college or university, (iii) an employment, recruitment or temporary help service or agency, (iv) a collection agency, (v) any entity or an Affiliate thereof which has previously defaulted in the performance of its obligations under a lease concerning any portion of the Building or Project, or (vi) any person, entity or Affiliate of an entity with whom Landlord is either currently negotiating or, within the three month period preceding Tenant' s request for the Transfer has negotiated to lease space in the Building or the Project.

"**Project**" means, collectively, the Land, the Building, the office building located at 1401 Wynkoop Street and the residential condominiums located above such office building, the Parking Garage and all other improvements from time to time constructed on the Land.

"**Project Common Elements**" means those portions of the Project that, pursuant to the Project Documents (a) may be used by more than one of the owners of the various components of the Project or their respective permittees, or (b) are to be maintained and repaired at the expense of more than one of such owners. For purposes of this Lease the Land constitutes one of the Project Common Elements but the Parking Garage does not.

"**Project Documents**" means the declaration of easements, covenants, conditions and restrictions, condominium declaration, condominium map or such other document or documents as may (a) establish easements over and across the Project Common Elements for the use thereof by one or more of the owners of the various components of the Project or their respective permittees; (b) provide for the repair and maintenance of one or more of the Project Common Elements by one or more of such owners or an association of one or more of such owners or an agent of such an owner or association; or (c) otherwise govern the relations among such owners with respect to their use and enjoyment of the Project or restrict the use or enjoyment of portions of the Project for the mutual benefit of such owners or their respective permittees.

"**Property Manager**" means the property manager specified in the Basic Terms or any other agent Landlord may appoint from time to time to manage the Building.

"**Property Taxes**" means any general real property lax, improvement tax, assessment, special assessment, reassessment, commercial rental tax, tax, in lieu tax, levy, charge, penalty or similar imposition imposed by any authority having the direct or indirect power to tax on the Building, including without limitation (a) any city, county, state or federal entity, (b) any school, agricultural, lighting, drainage or other improvement or special assessment district, (c) any governmental agency, or (d) any private entity having the authority to assess the Project under any of the Permitted Encumbrances. The term "Property Taxes" includes, without limitation, all charges or burdens of every kind and nature Landlord incurs in connection with using, occupying, owning, operating, leasing or possessing the Building, without particularizing by any known name and whether any of the foregoing are general, special, ordinary, extraordinary, foreseen or unforeseen; any tax or charge for fire protection, street lighting, streets, sidewalks, road maintenance, refuse, sewer, water or other services provided to the Project. The term "Property Taxes" does not include Landlords state or federal income, franchise, estate or inheritance taxes. If Landlord is entitled to pay, and elects to pay, any of the above listed assessments or charges in installments over a period of two or more calendar years, then only such installments of the assessments or charges (including interest hereon) as are actually paid in a calendar year will be included within the term "Property Taxes" for such calendar year.

"**Punch List**" means a list of Tenant' s Improvements items that were either (a) not properly completed by Landlord, or (b) in need of repair, which list is prepared in accordance with Section 18.10.

"**Re-entry Costs**" means all costs and expenses Landlord incurs re-entering or reletting all or any part of the Premises, including, without limitation, all costs and expenses Landlord incurs (a) maintaining or preserving the Premises after an Event of Default; (b) recovering possession of the Premises, removing persons and property from the Premises (including, without limitation, court costs and reasonable attorneys' fees) and storing such property; (c) reletting, renovating or altering the Premises; and (d) real estate commissions, advertising expenses and similar expenses paid or payable in connection with reletting all or any part of the Premises. "Re-entry Costs" also includes the value of free rent and other concessions Landlord gives in connection with re-entering or reletting all or any part of the Premises.

"**Rent**" means, collectively, Basic Rent and Additional Rent.

"**Right of First Offer**" has the meaning set forth in Section 2.4.1.

"**Security Deposit**" means the amount stated in the Basic Terms subject to the provisions of Section 19.25 of the Lease.

"**State**" means the Stale of Colorado.

"**Structural Alterations**" means any Alterations involving the structural, mechanical, electrical, plumbing, fire/life safety or heating, ventilating and air conditioning systems of the Building.

"**Substantial Completion**" means either (a) the date a Certificate of Occupancy is issued for the Premises, or (b) if the City or other appropriate authority does not require that a Certificate of Occupancy or other similar document be issued for the Premises, the date Tenant is reasonably able to occupy and use the Premises for its intended purposes; provided, however, that if either of the events subparagraph (a) or (b) describes is delayed or prevented because of work Tenant is responsible for performing in the Premises, "Substantial Completion" means the date that Landlord has performed all of Landlord' s work that is necessary for either of the events subparagraph (a) or (b) describes to occur and Landlord has made the Premises available to Tenant for the performance of Tenant' s work or would have done so were it not for such Tenant Delay or such failure of Tenant to perform work.

"**Suite 340 Premises**" has the meaning set forth in Paragraph 1 of Section 1.2.

"**Suite 350 Premises**" has the meaning set forth in Paragraph 1 of Section 1.2.

"**Superior Rights**" has the meaning set forth in Section 2.4.1 "Taking" means the exercise by a Condemning Authority of its power of eminent domain on al! or any part of the Project, either by accepting a deed in lieu of condemnation or by any other manner.

"**Tandem Parking Space**" means that portion of the Parking Spaces within the Parking Garage arranged in a tandem configuration, such that two cars are parked back io front with the first parked car not having direct access to the drive aisle.

"**Tenant**" means the tenant identified in this Lease and such tenant' s permitted successors and assigns. In any provision relating to the conduct, acts or omissions of "Tenant," the term "Tenant" includes, without limitation, the tenant identified in this Lease and such tenant' s agents, employees, contractors, invitees, successors, assigns and others using the Premises or on the Project with Tenant' s expressed or implied permission.

"**Tenant Delay**" means any delay caused or contributed to by Tenant or Tenant' s Architect, including, without limitation, with respect to Tenant' s Improvements, Tenant' s failure to timely prepare, submit or approve Tenant' s Construction Plans (under Section 18.5 or elsewhere), any delay from any Change Order requested by Tenant (under Section 18.8), and any other delay described as Tenant Delay in Article 18.

"**Tenant' s Architect**" means Acquilano Leslie, Inc. or such other architect as may be selected by Tenant and approved by Landlord.

"**Tenant' s Construction Plans**" means construction documents (plans and specifications) for Tenant' s Improvements.

"**Tenant' s Construction Plans Deadline**" means January 18, 2019.

"**Tenant' s Cost**" has the meaning sei forth in Section 18.6,

"**Tenant' s Excess Cost**" has the meaning set forth in Section 18.6.

"**Tenant' s Final Layout Plans**" means the final space plans for Tenant' s Improvements.

"**Tenant' s Final Layout Plans Deadline**" means November 16, 2018.

"**Tenant' s Improvements**" means all initial improvements to the Premises to be made by Landlord pursuant to this Lease other than Landlord' s Improvements.

"**Tenant' s Representative**" means Gregory Mayers, phone: 303-801-0406, email: Greg.Mayers@paladinahealth.com, address: 1551 Wewatta Street, Denver, Colorado 80202.

"**Tenant' s Share of Expenses**" means the product obtained by multiplying the sum of the amount of Operating Expenses plus the amount of the Property Taxes, in each case due and payable during the period in question, by the Tenant' s Share of Expenses Percentage.

"**Tenant' s Share of Expenses Percentage**" means the initial percentage specified in the Basic Terms, as such percentage may be adjusted in accordance with the terms and conditions of this Lease.

"**Term**" means the initial term of this Lease specified in the Basic Terms and, if applicable, any renewal term then in effect,

"**Transfer**" means an assignment, mortgage, pledge, transfer, sublease, license, or other encumbrance or conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any interest in this Lease or the Premises. The term "Transfer" also includes any assignment, mortgage, pledge, transfer or other encumbering or disposal (voluntarily, by operation of law or otherwise) of any ownership interest in Tenant or any Guarantor that results or could result in a change of control of Tenant.

"**Warranty Terms**" means, collectively, the Punch List and construction warranty provisions of Sections 18.9 and 18.10, together with the following:

(a) Any claims made by Tenant pursuant to Section 18.10 must be in writing and must be received by Landlord before the expiration of the one (l)-year warranty period.

(b) Tenant will use Tenant' s Improvements only in accordance with the design capacities and criteria established therefor. Tenant acknowledges that any misuse (hereof may void the warranty hereunder, and may void any manufacturers' or other warranties which may be assigned to Tenant hereunder.

(c) Any and all work required to be performed by Landlord under Section 18,9 or Section 18.10, respectively, Will not in any way include, or require Landlord to perform, any routine or appropriate regular maintenance of the Improvements required to be performed by Tenant during the applicable warranty period as part of Tenant' s duties and obligations under the Lease.

(d) The warranty hereunder specifically excludes (and Tenant waives any claims, and will cause its insurer to waive any and all subrogation claims, with respect to) damages to Tenant' s products, equipment or other personal property which may be located within the Premises, Tenant hereby acknowledging and agreeing that it has acquired, or will acquire, and will maintain, appropriate amounts of insurance in order to manage such risks.

Exhibit B
LEGAL DESCRIPTION OF THE LAND

Lots 1 through 15, inclusive, and Lots 22 through 30, inclusive, all in Block 12, EAST DENVER; and Lots "A" through "G", inclusive, Howard Resubdivision;

TOGETHER WITH a parcel of land designated in the Cherry Creek Commissioners Report as "Tract No. 52" being more particularly described as follows:

Commencing at the point where the East line of Cherry Creek as shown by Boyds Map of the City of Denver intersects the produced Northwest line of the alley in Block 12, EAST DENVER;
Thence Southwest along said produced Northwest alley line to an intersection with Northeast line of the channel of Cherry Creek as defined and described in Ordinance No. 86 Series of 1903;
Thence Northwest along said line as so defined to the produced Southeast line of Wewatta Street;
Thence Northeast along said produced line of Wewatta Street to the East line of Cherry Creek as shown on said Boyds Map;
Thence Southerly along said East line of the channel of Cherry Creek to the Point of Beginning, and

TOGETHER WITH the vacated alley extending Northeasterly and Southwesterly through Block 12, EAST DENVER and with a parcel of land designated in the Cherry Creek Commissioners Report as "Tract No. 51", all being more particularly described as follows;

Commencing at the point where the East line of Cherry Creek as shown by Boyds Map of the City of Denver intersects the produced Northwest line of the alley in Block 12, EAST DENVER;
Thence Southwest, along said produced Northwest alley line to an intersection with the Northeast line of the channel of Cherry Creek as defined and described in Ordinance No. 86 Series of 1903;
Thence Southeast, along said line as so defined to the produced Southeast line of the alley in Block 12, EAST DENVER;
Thence Northeast, along said produced Southeast alley line and along said Southeast alley line to the Southwest line of 15th Street;
Thence Northwest, along said Southwest line of 15th Street to the Northwest line of the alley in Block 12, EAST DENVER;
Thence Southwest, along said Northwest alley line and along said Northwest alley line produced, to the Point of Beginning, City and County of Denver, State of Colorado.

EXCEPTING THEREFROM a parcel of land including a portion of the vacated alley in Block 12, EAST DENVER, more particularly described as follows;

Commencing al the intersection of the Southwest line of 15th Street and the Northwest line of Wynkoop Street;
Thence Northwesterly along said Southwest line of 15th Street a distance of 199 feet;
Thence Southwesterly and parallel with said Northwest line of Wynkoop Street a distance of 125.20 feet;
Thence Southeasterly and parallel with said Southwest line of 15th Street a distance of 199 feet to a point on said Northwest line of Wynkoop Street;
Thence Northeasterly along said Northwest line of Wynkoop Street a distance of 125.20 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM a part of Lot 15, Block 12, EAST DENVER and part of Cherry Creek as shown by Boyds Map of the City of Denver, City and County of Denver, State of Colorado more particularly described as follows:

Commencing at the most Northerly comer of said Lot 15;
Thence South 44°55' 49" West, along the North line of said Block 12, a distance of 30.00 feet to the Point of Beginning;
Thence South 45°05' 56" East a distance of 65.00 feet;

Thence South 44°55’ 49” West, parallel with said North line, a distance of 20.00 feet to the Northeast line of the channel of Cherry Creek as described in Ordinance No. 86 Series of 1903;
Thence North 45°05’ 56” West, along said Northeast line, a distance of 65.00 feet to the said North line of Block 12 extended Southwesterly;
Thence North 44°55’ 49” East, along said extension and said North line a distance of 20.00 feet to the Point of Beginning,
City and County of Denver,
State of Colorado.

ALSO EXCEPTING THEREFROM a parcel of land located in a portion of Lots 1 through 6, Block 12, East Denver Subdivision, located in the Northeast quarter of Section 33, Township 3 South, Range 68 West of the 6th P.M., City and County of Denver, State of Colorado, being more particularly described as follows:

Considering the Northwest line of Block 12, East Denver Subdivision as assumed to bear North 45°07’ 18” East, with all bearing contained herein being relative thereto.

BEGINNING at the Northerly-most corner of said Block 12, East Denver Subdivision; thence along the Northeasterly line of said Block 12, also being the Southwesterly right-of-way line of 15th Street, South 44°54’ 48” East, a distance of 67.00 feet to the Northwest corner of that parcel of land recorded with the City and County of Denver at Reception Nos. 9900204327 and 990020433), both recorded December 3, 1999; thence along the Northwesterly line of said parcel, recorded at 9900204327 and 9900204331, South 45°07’ 18” West, a distance of 125.20 feet to the Southwest corner of said parcel recorded at 9900204327 and 9900204331; thence leaving said Northwesterly line North 44°54’ 48” West, a distance of 67.00 feet to a point on said Northwesterly line of Block 12, East Denver Subdivision, also being the Southeasterly right-of-way line of Wewatta Street; thence North 45°07’ 18” East, a distance of 125.20 feet along said Northwesterly line of Block 12, East Denver Subdivision to the POINT OF BEGINNING.

SAID LAND IS ALSO DESCRIBED AS FOLLOWS:

A portion of Block 12, East Denver Subdivision, and Block 12 extended Southwesterly to the Northeasterly line of Cherry Creek as established by Ordinance 86 of 1903 and Cherry Creek per Boyd’ s Map of Denver together with Howard Resubdivision, located in the Northeast quarter of Section 33, Township 3 South, Range 68 West of the 6th p.m.. City and County of Denver, State of Colorado, and being more particularly described as follows:

Assuming the Northwest line of said Block 12 to bear North 45°07’ 18” East, with all bearings herein being relative thereto.

COMMENCING at the Northerly most corner of said Block 12; thence along the Northwest line of said Block 12, said line also being the Southeasterly right of way line of Wewatta Street, South 45°07’ 18” West a distance of 125.20 feet to a point being the intersection of the Southwesterly line of that parcel described in reception nos. 9900204327 and 9900204331 extended Northwesterly with said Southwesterly right of way line of Wewatta Street, said point also being the POINT OF BEGINNING; thence departing said Northwest line South 44°54’ 48” East a distance of 266.01 feet along said Southwesterly line extended to a point on the Northwesterly right of way line of Wynkoop Street, said point also being on the Southeast line of said Block 12; thence along said Northwesterly right of way line South 45°07’ 07” West a distance of 274.80 feet to the Southerly most corner of said Block 12, said point also being the Southerly most corner of Lot A, Howard Resubdivision; thence departing said Northwesterly right of way line North 44°54’ 48” West a distance of 201.02 feel to the Southerly most corner of that parcel described at reception no. 9800075504; thence along the boundary of said parcel the following two courses and distances; North 45°07’ 18” East a distance of 20.00 feet; thence North 44°54’ 48” West a distance of 65.00 feet to a point on the Northwest line of said Block 12, said point also being on said Southeasterly right of way line of Wewatta Street; thence along said Northwest line North 45°07’ 18” East a distance of 254.80 feet to the POINT OF BEGINNING.

Exhibit C-l
FLOOR PLAN

[SEE ATTACHED]

Exhibit C-2
ADDITIONAL SPACE

[SEE ATTACHED]

Exhibit C-3
SHARED CONFERENCE ROOM

[SEE ATTACHED]

Exhibit D
COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM is made and entered into as of _____,20____ by and between WEWATTA AND WYNKOOP PT, LLC, a Delaware limited liability company ("Landlord") and PALADINA HEALTH, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

1. Landlord and Tenant are party to a certain 1400 Wewatta Office Lease Agreement dated as of November 12, 2018 ("Lease"), relating to certain premises ("Premises") in the building located at 1400 Wewatta Street, Denver, Colorado ("Building").

2. Landlord and Tenant desire to confirm the Commencement Date (as such term is defined in the Lease) and the date the Term of the Lease expires.

ACKNOWLEDGMENTS:

Pursuant to Section 2.2.3 of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge and agree as follows:

1. Ail capitalized terms not otherwise defined in this Memorandum have the meanings ascribed to them in the Lease.
2. The Commencement Dale under the Lease is _____, 20____.
3. The Term of the Lease expires on _____, 20____ unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease.
4. Tenant must exercise its right to the extension/renewal Term, if at all, by notifying Landlord no later than _____, subject to the conditions and limitations set forth in the Lease,
5. If timely and properly exercised, the extension/renewal Term will expire on _____.

Landlord and Tenant each caused this Memorandum to be executed by its duly authorized representative as of the day and date written above. This Memorandum may be executed in counterparts, each of which is an original and all of which constitute one instrument.

LANDLORD:

WEWATTA AND WYNKOOP PT, LLC, a Colorado limited liability company

By: WEWATTA AND WYNKOOP PT MEMBER, LLC,
a Delaware limited liability company,
Its sole member

By: WEWATTA AND WYNKOOP PT HOLDINGS, LLC,
a Delaware limited liability company,
Its sole mem her

By: WEWATTA AND WYNKOOP PT INVESTOR, LLC,
a Delaware limited liability company,
Its a sole member

By: GENERAL ELECTRIC PENSION TRUST,
a New York common law trust,
Its sole member

By: SSGA FUNDS MANAGEMENT, INC.,
Its investment advisor

By:_____

Name:_____
AuthorizedPerson

TENANT:

PALADINA HEALTH, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Exhibit E
BUILDING RULES

1. No awning or other projection will be attached to the outside walls of the Building. No curtains, blinds, shades or screens visible from the exterior of the Building or visible from the exterior of the Premises, will be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.

2. Tenant, and its servants, employees, customers, invitees and guests, will not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, elevators, or stairways in and about the Building which are used in common with other tenants and their servants, employees, customers, guests and invitees, and which are not a part of the Premises of Tenant. Tenant will not place objects against glass partitions or doors or windows which would be unsightly from the Building corridors or from the exterior of the Building, or which would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and will not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building, except as expressly permitted in the Lease.

3. Tenant will not waste electricity, water or air conditioning and will cooperate fully with Landlord to insure the most effective operation of the Building' s heating and air conditioning systems and will refrain from attempting to adjust any controls other than unlocked room thermostats, if any, installed for Tenant' s use. Tenant will keep corridor doors closed.

4. No person or contractor not employed by Landlord will be used to perform janitorial work, window washing cleaning, maintenance, repair or similar work in the Premises without the written consent of Landlord.

5. In no event will Tenant bring into the Building inflammables, such as gasoline, kerosene, naphtha and benzine, or explosives or any other article of intrinsically dangerous nature. If, by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance premium for all or any part of the Building is at any time be increased, Tenant will make immediate payment of the whole of the increased insurance premium, without waiver of any of Landlord' s other rights at law or in equity for Tenant' s breach of this Lease.

6. Tenant will comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules and will not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

7. The Premises will not be used for cooking (except for the use of microwave ovens), lodging, sleeping or for any immoral or illegal purpose.

8. Tenant and Tenant' s servants, employees, agents, visitors and licensees will observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate reasonable rules and regulations as Landlord or Landlord' s agent may from time to time adopt. Reasonable notice of any additional rules and regulations will be given in such manner as Landlord may reasonably elect.

9. Unless expressly permitted by Landlord, no additional locks or similar devices will be attached to any door or window and no keys other than those provided by Landlord will be made for any door. If more than two keys, access cards or other access device for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Upon termination of this Lease or of Tenant' s possession, Tenant will surrender all keys, access cards or other access devices of the Premises or the Project and will explain to Landlord all combination locks on safes, cabinets and vaults.

10. Any carpeting cemented down by Tenant will be installed with a releasable adhesive. In the event of a violation of the foregoing by Tenant, Landlord may charge the expense incurred by such removal to Tenant.

11. The water and wash closets, drinking fountains and other plumbing fixtures will not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds or other substances will be thrown therein. The cost of repairing all damages resulting from any misuse of the fixtures by Tenant or its servants, employees, agents, visitors or licensees will be borne by Tenant. No person will waste water by interfering or tampering with the faucets or otherwise.

12. No electrical circuits for any purpose will be brought into the Premises without Landlord' s written permission specifying the manner in which same may be done.

13. Except as may be otherwise expressly provided in this Lease, no bicycle or other vehicle, and no dog (other than seeing-eye dogs) or other animal will be allowed in offices, halls, corridors, or elsewhere in the Building or on the plaza adjacent to the third floor of the Building.

14. Tenant will not throw anything out of the door or windows, or down any passageways or elevator shafts.

15. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse will be made only through entryways and freight elevators provided for such purposes and indicated by Landlord. Tenant will be responsible for any damage to the Building or property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and will make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

16. All safes, equipment or other heavy articles will be carried in or out of the Premises only at such time and in such manner as will be prescribed in writing by Landlord, and Landlord will in all cases have the right to specify the proper position of any such safe, equipment or other heavy article, which will only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building, or to the other tenants or occupants of the Building. Tenant will be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and will make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

17. Canvassing, soliciting, and peddling in the building is prohibited and each Tenant will cooperate to prevent the same.

18. Wherever in these Building Rules and Regulations that the word "Tenant" occurs, it is understood and agreed that it will mean also Tenant' s associates, agents, clerks, servants and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it will also mean Landlord' s assigns, agents, clerks, servants and visitors.

19. Tenants, and its servants, employees, customers, invitees and guests, will, when using the common parking facilities, if any, in and around the Building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked in a no parking zone. All vehicles will be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles. No vehicles will be parked overnight.

20. At all times the Building will be in charge of Landlord' s or the Property Manager' s employee in charge and (a) persons may enter the Building only in accordance with Landlord' s regulations, (b) persons entering or departing from the Building may be questioned as to their business in the Building, and the right is reserved to require the use of an identification card or other access device and the registering of such persons as to the hour of entry and departure, nature of visit, and other information deemed necessary for the protection of the Building, and (c) all entries into and departures from the Building will take place through such one or more entrances as Landlord from time to time designates; provided, however, that anything herein to the contrary notwithstanding, Landlord will not be liable for any lack of security in respect to the Building whatsoever. Landlord will normally not enforce

clauses (a), (b) and (c) above during Business Hours, but it reserves the right to do so or not to do so at any time at its sole discretion. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or the protection of the Building and the property therein. Landlord will in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.

21. All entrance doors to the Premises will be locked when the Premises are not in use. All corridor doors will also be closed during times when the air conditioning equipment in the Building is operating so as not to dissipate the effectiveness of the system or place an overload thereon.

22. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of these Building Rules when it is deemed necessary, desirable, or proper, in Landlord' s reasonable judgment, for its best interest or for the best interest of the tenants of the Building.

23. In the event of any conflict between the terms, provisions and conditions of these Building Rules and the terms, provisions and conditions of the Lease, the terms, provisions and conditions of the Lease will govern and control.

Exhibit F

GENERAL DESCRIPTION OF LANDLORD' S JANITORIAL SERVICES

I. GENERAL

DAILY SERVICES (MONDAY - FRIDAY, EXCEPT HOLIDAYS):

1. Sweep all staircase ana vacuum if carpeted.
2. Empty and clean all wastepaper baskets, ashtrays, receptacles, etc. and damp dust and wash as necessary.
3. Clean cigarette urns, and replace sand or water as necessary
4. Dust and sanitize all telephones.
5. Wash and sanitize all water fountains using a disinfectant solution.
6. Dust mop, using a treated mop, all stone, ceramic tile, terrazzo and other types of un waxed flooring, and damp mop spills.
7. Dust mop, using treated mop, all vinyl, asbestos, asphalt, rubber and similar types of flooring. This includes removal of gum and other similar substances using a scraping device.
8. Sweep all steps, sidewalks and plaza.
9. In lobby, dust and wipe clean mail chutes, mail depository door, metal doorknobs, kick plates, and directional signs.
10. Damp mop the elevator lobbies and corridors.
11. Vacuum all carpets and rugs, moving light fixtures other than desks and file cabinets as needed, etc.
12. Hand dust all fixtures, windowsills and furniture, including desktops, chairs and tables with specialty treated cloths [do not disturb papers on desk].
13. Dust all exposed filing cabinets, bookcases and shelves with specialty treated cloths.
14. Low dust all horizontal surfaces to hand height (70"), including all sills, ledges, moldings, shelves, counters and baseboards.
15. Low dust moldings, picture frames and convertors.
16. Clean upper side of all glass furniture tops.
17. Spot clean all interior glass to partitions and doors, and in glass elevator.
18. Maintain janitor slop sink and locker rooms in clean and orderly condition.
19. Remove all gum and foreign matter on sight.
20. Designated lights will be turned off after work is completed and floors are to be left in a neat and orderly condition.

WEEKLY SERVICES:

21. Wet mop ail staircases or detail vacuum.
22. Clean building directory glass.
23. Remove fingerprints from doors, frames, handles, railings, light switches and push plates.
24. Sweep clean loading dock areas and garage.
25, Detail dust all railings to staircases.
26. Spray buff all tile floors. Lobbies may require spray buffing more often.
27. Polish all elevator door tracks.
28. Hand dust all door louvers and other ventilating louvers within reach.

II. RESTROOMS

DAILY SERVICES (MONDAY - FRIDAY, EXCEPT HOLIDAYS):

1. Clean tables and chairs in lounge area.
2. Clean and sanitize both sides of the toilet seats with a germicidal solution.
3. Clean and polish all mirrors, powder shelves and bright work. Bright work includes flushometers, piping and toilet seat hinges.
4. Empty and clean all paper towel and sanitary disposal receptacles.
5. Wash receptacles with a germicidal solution.
6. Dust all partitions, tile walls and dispensers. Remove all finger marks and smudges.
7. Spot clean partitions for graffiti.
8. Refill soap, toilet tissue and towel dispensers. Restroom stock is to be supplied by the customer.
9. Sweep and mop all ceramic tile floors with a germicidal solution.
10. Remove wastepaper and refuse to trash room in special carriages and dump into compactor unit.
11. Sanitary napkin dispensers are to be stocked and serviced by contractor.

MONTHLY SERVICES:

12. Machine scrub tile floors as required.
13. Wash partitions.

III. CARPET

DAILY SERVICES (MONDAY - FRIDAY, EXCEPT HOLIDAYS):

1. Spot clean carpeting

IV. ELEVATORS

DAILY SERVICES (MONDAY - FRIDAY, EXCEPT HOLIDAYS):

1. Dust walls around cabs.
2. Clean fingerprints from around push button plates.
3. Vacuum carpeted floors in passenger elevators.
4. Damp mop floor in freight elevators, if any.
5. Vacuum elevator door tracks.

V. QUARTERLY SERVICES

1. Perform all high dusting, which includes all vertical surfaces such as walls, partitions, Venetian blinds and other surfaces not reached in nightly cleaning.
2. Vacuum grill and duct work.
3. Clean all interior glass in partitions and doors.
4. Wash partitions, tile wails and surfaces with a proper disinfectant in all restrooms.
5. Machine scrub tile.
6. Resilient tile throughout the building, except where scheduled otherwise, will be scrubbed and refinished using a neutral, low alkaline washing solution and a synthetic resistant finish.
7. All baseboards are lo be wiped clean after each refinishing of floors.
8. Special care is to be taken to assure that chrome of legs of metal furniture is wiped clean after each refinishing of the floors.
9. Vacuum upholstered furniture, drapes, etc.
10. Shampoo all public area carpeting.
11. Hose down loading dock areas.
12. Wash entrance lobby walls.
13. Dust exterior of light fixtures.
14. Clean exterior glass two (2) times per year. Clean interior glass one (1) time per year.

Exhibit G
BUILDING HVAC DESIGN CRITERIA AND CONDITIONS

1. Outside summer air design dry bulb temperature: 93.5°F DB based on ASHRAE 0.4% design conditions.
2. Outside air design web bulb temperature for evaporative cooling systems: 65°F based on ASHRAE 0.4% design criteria.
3. Summer extreme temperature: 100.3°F DB 73.2°F WB.
4. Outside air winter design dry bulb temperature: -4.0°F based on ASHRAE 99.6% ASHRAE design conditions.
5. Winter extreme temperature: -31.1 °F DB.

INDOOR DESIGN CONDITIONS

1. Occupied office space temperatures: 73°F (summer), 72°F (winter).
2. Elevator machine rooms: 80°F maximum, 65°F minimum.
3. Non-occupied rooms: 85 F maximum, 60 F minimum.
4. Supply air temperature: 54.5°F.
5. Percent outside air: 15%.

Exhibit H
FORM OF LETTER OF CREDIT

[SEE ATTACHED]

SPECIMEN LANGUAGE ONLY
EXHIBIT A
COMERICA BANK HAS PREPARED THIS SPECIMEN UPON THE REQUEST AND BASED ON THE INFORMATION PROVIDED. NO REPRESENTATION AS TO THE ACCURACY OR WILLINGNESS FOR COMMITMENT IS MADE BY COMERICA BANK TO ISSUE THIS LETTER OF CREDIT IN THIS OR ANY OTHER FORM. WHEN SIGNED, THIS EXHIBIT A WILL BECOME AN INTEGRAL PART OF THE CORRESPONDING STANDBY LETTER OF CREDIT APPLICATION AND AGREEMENT.

APPROVED BY: PALADINA HEALTH, LLC

APPLICANT' S SIGNATURE _____ DATE_____

Beneficiary:
WEWATTA AND WYNKOOP PT, LLC
C/O CRESTONE PARTNERS, LLC
1401 WYNKOOP STREET, SUITE 100
DENVER, CO 80202
ATTENTION: DAVID MEARES

With copy to;

WEWATTA AND WYNKOOP PT, LLC
C/O CRESTONE PARTNERS, LLC
1401 WYNKOOP STREET, SUITE 100
DENVER, CO 80202
ATTENTION; ROBERT FLYNN

AND WITH A COPY TO:

WEWATTA AND WYNKOOP PT, LLC
C/O STATE STREET GLOBAL ADVISORS
1600 SUMMER STREET
STAMFORD, CT 06905
ATTENTION: MANAGING COUNSEL - REAL ESTATE INVESTMENT GROUP

Applicant:
PALADINA HEALTH, LLC
1551 WEWATTA STREET
DENVER CO 80202

Specimen Date:
_____, 201__

Date and Place of Expiry:
_____, 201__ office of Issuing Bank or any automatically extended date, as herein defined.

Amount:
USD Six Hundred Thousand and
00/100 Only United States Dollars

WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT IN FAVOR OF THE AFORESAID ADDRESSEES (EACH, THE "BENEFICIARY") FOR DRAWINGS UP TO UNITED STATES DOLLARS SIX HUNDRED THOUSAND AND 00/100 U.S. DOLLARS EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICE AT COMERICA BANK, INTERNATIONAL TRADE SERVICES, 2321 ROSECRANS AVE., 5TH FLOOR, EL SEGUNDO, CA 90245, ATTN: STANDBY LETTER OF CREDIT DEPT., AND EXPIRES WITH OUR CLOSE OF BUSINESS ON _____, 20____.

THE TERM “BENEFICIARY” INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF EACH NAMED BENEFICIARY, INCLUDING, WITHOUT LIMITATION, ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US, INDICATING OUR CREDIT NO. <<instrument ID>>, FOR ALL OR PART OF THIS CREDIT IF PRESENTED AT OUR OFFICE SPECIFIED IN PARAGRAPH ONE ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE. ANY ONE BENEFICIARY OR COMBINATION OF BENEFICIARIES, ACTING INDIVIDUALLY OR COLLECTIVELY, MAY DRAW ON THIS LETTER OF CREDIT IN FULL OR IN PART, AND ANY ACTION TAKEN BY ANY OR ALL BENEFICIARIES HEREUNDER SHALL BIND EACH OF THEM.

THIS LETTER OF CREDIT IS TRANSFERABLE IN ITS ENTIRETY.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF COMERICA BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF COMERICA BANK, AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU BY REGISTERED MAIL THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF CALIFORNIA WILL CONTROL. IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF BUSINESS.

END OF SPECIMEN FORMAT

Exhibit I
DESCRIPTION OF SUPERIOR RIGHTS

1. Dorsey & Whitney LLP and successors and assigns have the following Superior Rights:

   (a) Right of First Offer to lease any space on the third floor of the Building which becomes available for lease.

2. Zayo Group, LLC and successors and assigns have the following Superior Rights:

   (a) Right of First Offer to lease (subject to rights of Dorsey & Whitney LLP described above) any space on the third floor of the Building which becomes available for lease; and

   (b) Right of First Refusal to lease any space on the third floor of the Building for which Landlord desires to accept an offer to lease

Exhibit J
LANDLORD' S WORK

1. Removal of existing data and telecommunications cabling from the Premises (except for the 'Reception Area' as depicted on Exhibit C-l) on or before December 18, 2018.

2. Removal of existing data and telecommunications cabling from that portion of the Premises depicted as the 'Reception Area' on Exhibit C-l on or before April 15, 2019.

3. Cosmetic renovation of common area hallways located on the third floor of the Building on or before May 31.2020.

4. Additional cost of providing three permit sets for phasing of the suite.

5. Cost of temporary partitions between Milliman and Tenant, and between Tenant and phased areas

6. Removal of Milliman FF&E from the Premises, and demolition of variable ceiling conditions in suite.

Exhibit 10.7

PALADINA HEALTH, LLC

May 24, 2018

Christopher Miller

Re: Employment Agreement

Dear Chris,

Paladina Health, LLC (the "**Company**") is pleased to offer you continued employment pursuant to the terms of this Employment Agreement (the "**Agreement**").

1. Effective Date; Term. This Agreement shall become effective upon the date of the closing of the transactions contemplated by that certain Securities Purchase Agreement by and among DaVita DPC Holding Co. LLC, NEAPH Acquisitionco, Inc., Total Renal Care Inc. and DaVita Inc. (the "**Purchase Agreement**", and such date of closing being the "**Effective Date**"). Provided that this Agreement becomes effective, your period of employment hereunder shall be for the period from the business day immediately following the Effective Date until terminated pursuant to Section 3(g) below (the "**Term**"). If the transactions contemplated by the Purchase Agreement do not close, this Agreement shall be *void ab initio*. Until the Effective Date, your employment will continue to be governed by your October 26, 2015 offer of employment letter with the Company (the "**Existing Offer Letter**"), and on the Effective Date, this Agreement will supersede the Existing Offer Letter in its entirety and the Existing Offer Letter will be of no further effect. You acknowledge and agree that this Agreement superseding the Existing Offer Letter will not trigger the severance obligation described in the Existing Offer Letter.

2. Position. During the Term, you will serve as Chief Executive Officer of the Company and shall have such duties, authority and responsibilities as are consistent with your position. You will report to and be a member of the Board of Managers (the "**Board**") of NEAPH Holdings, LLC ("**Parent**"), the Company' s ultimate parent. If requested by the Board, you shall serve as a director and/or executive officer of one or more other subsidiaries of the Company for no additional consideration. This is a full-time, overtime exempt position. During the Term, you will devote substantially all of your business time and attention to the performance of your duties and you will not engage in any other business, profession, or occupation for compensation which would conflict or interfere with the performance of such services without the prior written consent of the Board. Notwithstanding the foregoing, you will be permitted to act or serve as a director, trustee, committee member, or principal of any type of organization provided that such action or service does not constitute a conflict of interest with your duties under this Agreement; provided that the same shall not interfere with your services to the Company as provided for herein or otherwise conflict with or result in a breach of Sections 5, 6 or 7 of this Agreement.

3. Compensation, Benefits and Related Matters.

(a) Base Salary. During the Term, the Company will pay you a base salary at the rate of $400,000.00 per annum, payable in accordance with the Company' s standard payroll schedule. Your base salary in effect at any given time shall be referred to as the "**Base Salary**".

(b) Annual Bonus. For each calendar year during the Term you will be eligible to earn an annual performance cash bonus (each, an "**Annual Bonus**"). Your target Annual Bonus will equal to 75% of your Base Salary (as of the last day of the calendar year to which the Annual Bonus pertains), though the actual amount of each Annual Bonus (if any) earned by you will be based on your and the Company' s achievement against applicable performance metrics (the "**Bonus Performance Metrics**"), to be established and determined by the Board in its sole discretion. To receive your Annual Bonus for any particular calendar year during the Term, you must, in addition to achieving the applicable performance metrics, remain employed by the Company on the date the Annual Bonus is paid.

1. **Option to take Annual Bonus in Equity on Lieu of Cash**. Within thirty (30) days of calculation of your earned Annual Bonus for the applicable calendar year, you may elect to take equity securities of Parent (the "**Parent Units**") in lieu of cash compensation for all or part of your Annual Bonus pursuant to the terms of this Section 3(b)1. Any portion of your Annual Bonus which you elect to receive in Parent Units shall be granted to you in Parent Units having an aggregate fair market value as of the date such Annual Bonus would become payable (determined by the Board (excluding you) in its good faith discretion) equal to the amount of your Annual Bonus; provided, that, you will be entitled to elect, in your sole discretion, to instead apply any portion of your Annual Bonus, up to an aggregate amount equal to your then remaining and unfunded Executive Commitment, against your obligations in respect of the Equity Line, in which case you will receive Parent Units at the valuation set forth in, and subject to the terms of, the Equity Line. For purposes hereof, the term "**Equity Line**" shall mean the equity commitment line that the Company shall implement together with New Enterprise Associates ("**NEA**"), and/or its affiliates, and other potential investors, and the term "**Executive Commitment**" shall mean the amount of your funding commitment with respect to the Equity Line, as set forth in the definitive documents related thereto. All equity grants made pursuant to this Section 3(b)1 shall be immediately vested, and shall not be subject to any repurchase, automatic buyback, forfeiture, termination or other similar provisions in the LLC Agreement or any other agreement.

(c) Equity. Parent will make up to 30% of its total outstanding equity interests available for grants of equity-based awards to the management team (the "**Available Management Pool**"), subject to vesting requirements set forth in the Award Agreement (as defined below). As CEO, you shall be entitled to receive 33% of the Available Management Pool (the "**CEO Profit Interests**"). The CEO Profit Interests will be subject solely to a four (4) year vesting schedule (the "**Vesting Period**"), with 15% of each such class of CEO Profits Interests vesting upon the Effective Date (the "**Initially Vested Profits Interests**") and the remaining portion vesting thereafter in 48 equal monthly installments pursuant to an award agreement ("**Award Agreement**") and the limited liability company agreement of Parent (the "**LLC Agreement**"). The CEO Profit Interests will be subject to all other terms applicable set forth in the Award Agreement and LLC Agreement; provided, however, that the Initially Vested Profits Interests shall not be subject to any repurchase, automatic buyback, forfeiture, termination or other similar provisions in the LLC Agreement or any other agreement. Upon the consummation of a Change in Control (as defined below), 100% of the unvested CEO Profits Interests will accelerate and vest on such Change in Control; provided, that you remain continuously employed by the Company through the consummation of such Change in Control.

(d) Reimbursement of Expenses. All reasonable out-of-pocket business expenses that are documented by you and incurred in performing your duties under this Agreement will be reimbursed in accordance with the Company' s standard policies and procedures which will be at least as favorable to you as those in effect prior to the Effective Date. In addition, the Company agrees to pay up to $10,000 per year of your annual Young Presidents' Organization (YPO) membership dues during the Term.

(e) Employee Benefits. As an employee of the Company, you will be eligible to participate in the Company-sponsored benefits generally made available to the Company' s executive employees which will be at least as favorable to you as the policy in effect prior to the Effective Date. In addition, you will be entitled to paid time off in accordance with the Company' s paid time off policy, as in effect from time to time, which will be at least as favorable to you as the policy in effect prior to the Effective Date.

(f) Indemnification. You and the Company agree to enter into a customary indemnification agreement pursuant to which, among other things, the Company shall hold you harmless for your acts and/or conduct committed in the course and scope of your employment and/or service as an executive, officer, and/or director. The Company also agrees to obtain a D&O Insurance policy.

(g) Additional Investment Rights. The Company agrees that you will also have the right to invest in Paladina alongside NEA at a valuation and on terms made available to other co-investors under the Equity Line; provided, that the total amount of your investment shall be subject to the prior approval of the Board and NEA.

4. Termination. Subject to the terms of this Section (g), your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time during the Term for no reason or for any reason not otherwise specifically prohibited by law, and any contrary representations that may have been made to you are superseded by this Agreement.

(a) Compensation and Benefits Upon Termination Generally. If your employment with the Company is terminated for any reason, the Company shall pay or provide to you your final accrued Base Salary, accrued but unused paid time off, reimbursement for reasonable documented business expenses, and any vested benefits you may have under the Company' s employee benefit plans through the date of termination (collectively, the "**Accrued Benefit**").

(b) Compensation and Benefits Upon Termination by the Company without Cause or Termination by You for Good Reason. If your employment is terminated by the Company without Cause (defined below) or by you for Good Reason (defined below), then, in addition to the Accrued Benefit and subject to you signing the Separation Agreement (defined below) and the Separation Agreement becoming effective within sixty (60) days of the date of such termination, the Company shall pay you the Severance Amount (defined below) and provide you the Severance Benefits (as defined below). For the avoidance of doubt, your eligibility for the Severance Amount and Severance Benefits is in lieu of your eligibility for severance under any other agreement or plan (including, without limitation, the Existing Offer Letter or the DaVita HealthCare Partners Inc. Severance Plan referenced therein).

(c) Definitions. For purposes of this Agreement, the following terms shall have the following definitions:

"**Cause**" means (i) your willful or continuous failure to perform your duties (other than any such failure resulting from incapacity due to physical or mental illness); (ii) your willful failure to comply with any valid and legal directive of the Board of Directors; (iii) either (A) indictment of a crime constituting a felony in the relevant jurisdiction or (B) conviction of, or plea of guilty or nolo contendere to, a crime constituting a misdemeanor that would be reasonably expected to result in material injury (including reputational harm) to the Company and its subsidiaries, taken as a whole; or (iv) your material violation of any of the Company' s material written employment policies. Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, you will have ten (10) business days from the delivery of written notice by the Company within which to cure any acts constituting Cause.

"**Good Reason**" means the occurrence of any of the following, in each case during the Term without your written consent: (i) a material reduction in your Base Salary (but not including any reductions made in a consistent manner for all or substantially all of the Company' s executives); (ii) a reduction in your target Annual Bonus opportunity set forth in Section 3(b) above; (iii) a relocation of your principal place of employment by more than thirty (30) miles; (iv) any material breach by the Company of any material provision of this Agreement or of any other agreement between you and the Company; and (v) a material adverse change to your title, authority, duties, or responsibilities (other than temporarily while you are physically or mentally incapacitated or as required by applicable law). Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, the Company will have ten (10) business days from the delivery of written notice by you within which to cure any acts constituting Good Reason. Notwithstanding anything to the contrary herein, Good Reason shall not exist unless you provide notice of your intention to terminate your employment for Good Reason to the Company within 90 days of your initially becoming aware of the grounds for such Good Reason.

"**Change in Control**" shall mean an Exit Event, as defined in the LLC Agreement.

"**Separation Agreement**" means a separation agreement in a form reasonably satisfactory to you and to the Company containing, among other customary provisions, a release of claims in favor of the Company and its related persons and affiliates, non-disparagement, and a reaffirmation of post-employment continuing obligations to the Company, to the extent applicable.

"**Severance Amount**" shall mean an amount equal to (A) twelve (12) months of your final Base Salary plus (B) your prorated Annual Bonus (calculated as the Annual Bonus that would have been paid for the entire calendar year multiplied by a fraction, the numerator of which is equal to the number of days worked in the calendar year and the denominator of which is equal to the total number of days in such year) for the particular calendar year in which termination of your employment occurs, but only if the prorated Bonus Performance Metric applicable to such Annual Bonus (calculated as the Bonus

Performance Metric for the entire calendar year multiplied by a fraction, the numerator of which is equal to the number of days worked in the calendar year and the denominator of which is equal to the total number of days in such year) is met as of the date of separation("Bonus Severance"). When due under Section 4(b), the Severance Amount shall be paid out in substantially equal installments in accordance with the Company' s payroll practice of twelve months commencing within sixty (60) days after the date of termination; *provided*, *however*, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; *provided*, *further*, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the date of termination before the Separation Agreement became effective. The Severance Amount is intended, and shall be interpreted, to: (x) comply with Section 409A of the Internal Revenue Code and the Treasury Regulations and other guidance promulgated thereunder; or (y) be exempt from Code Section 409A as a "short term deferral," within the meaning of Treas. Reg. Section 1.409A-1(b)(4), or as "separation pay," within the meaning of Treas. Reg. Section 1.409A-1(b)(9). In all events, this Agreement shall be interpreted and administered consistent with such intent. Each installment of the Severance Amount shall be treated as a separate payment for purposes of Code Section 409A. For the avoidance of doubt, and notwithstanding anything to the contrary herein, any Bonus Severance to which you may become entitled shall not become due to you until such date as the Company pays its other annual bonus obligations for such calendar year.

"**Severance Benefits**" means an amount equal to twelve (12) months of the monthly premium you would have to pay for health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") for yourself and your dependents to continue to receive the same coverage you received prior to your termination.

(d) Resignation from All Positions. Upon the termination of your employment with the Company for any reason, you shall be deemed to have resigned, as of the date of such termination, from all positions you then hold as an officer, director, employee and member of the Board (and any committee thereof) of the Company and any of its subsidiaries.

(e) Exclusive Remedy. The foregoing payments upon termination of your employment shall constitute the exclusive payments due to you upon a termination of your employment under this Agreement.

(f) Cooperation. To the extent that such obligations do not materially interfere with your subsequent employment, following the termination of your employment with the Company for any reason, you agree to reasonably cooperate with the Company upon reasonable request of the Board and to be reasonably available to the Company with respect to matters arising out of your services to the Company and its subsidiaries on terms and for compensation to be reasonably agreed between you and the Company. The Company shall reimburse you for out-of-pocket expenses reasonably incurred in connection with such matters as agreed by you and the Board.

5. Covenant Not to Compete. You agree that during the Term and for the twelve (12) month period following the termination of your employment for any reason (whether voluntary or involuntary) ("**Restricted Period**"), you shall not, as an employee, independent contractor, consultant, or in any other form, prepare to provide or provide any of the same or similar services that you performed during your employment with the Company for any Competitor in the Restricted Geographic Area. You agree that during the Restricted Period you shall not own, manage, control, operate, invest in, acquire an interest in, or otherwise act for, or act on behalf of any Competitor in the Restricted Geographic Area; provided, however, nothing in this Agreement will prohibit you from holding any investment contemplated by this Agreement. You acknowledge and agree that the geographical limitations and duration of this covenant not to compete are reasonable. For purposes of this Agreement:

(a) "**Business**" means any business that is predominantly focused on providing direct primary care to employees of self-insured employers or municipalities or to members of unions.

(b) "**Competitor**" means any Person which engages in the Business.

(c) "**Person**" means any individual, partnership, limited liability Company, corporation, independent practice association, management services organization, clinic, proprietorship, firm, association or any other entity.

(d) "**Restricted Geographic Area**" means the United States of America.

6. Covenant Not to Solicit. You agree that, during the Restricted Period, you will not, directly or indirectly: (i) solicit for employment or hire any person who is or was an employee of the Company or its subsidiaries as of the date that your employment terminated; *provided*, *however*, that you will not be prohibited from soliciting such employees who are contacted as a result of use of general advertisements or other general non-targeted business recruitment techniques; or (ii) induce any patient, customer, independent contractor, consultant, vendor or supplier of the Company or any physician (or former physician) affiliated with the Company or its subsidiaries (collectively, the "**Restricted Parties**"), in each case as of the date your employment terminated, to (x) enter into any business relationship that would interfere with the business of the Company or its subsidiaries or (y) withdraw from, curtail or cancel such Restricted Party' s business relationship with the Company or its subsidiaries.

7. Confidentiality.

(a) You acknowledge and agree that: (i) during the course of employment by the Company, you will have access to and learn about confidential, secret, and proprietary documents, materials, customer and supplier lists, trade secrets, business plans, budgets, data, and other information, in tangible and intangible form, of and relating to the Company ("**Confidential Information**"); (ii) this Confidential Information is of great competitive importance and commercial value to the Company; and (iii) improper use or disclosure of the Confidential Information could cause irreparable harm to the Company.

(b) You agree that you will treat all Confidential Information as confidential, safeguard such Confidential Information, and not disclose or make available any Confidential Information to anyone outside of the Company and its subsidiaries at any time or use any such Confidential Information except in each case as required in the performance of your duties to the Company.

(c) You acknowledge and agree that these confidentiality obligations continue after the termination of your employment until the Confidential Information has become public knowledge other than as a result of your breach of this Agreement.

(d) You agree that all lists, materials, records, books, data, plans, files, reports, correspondence, and other documents ("**Company material**") used or prepared by, or made available to, you shall be and remain property of the Company. Upon termination of employment, you shall immediately return all Company material to the Company, and you shall not make or retain any copies or extracts thereof.

(e) You acknowledge and agree that all Confidential Information, whether created by you or another person, is the property of the Company and agree that, upon termination of your employment, you will return all such materials to the Company.

(f) You acknowledge and agree that all work product that is developed or created by you in connection with the performance of your duties as an employee of the Company is the sole property of the Company, and you hereby assign and/or agree to assign any such work product to the Company.

8. Acknowledgements.

You acknowledge that any breach of Sections 5, 6 or 7 of this Agreement by you will result in irreparable harm to the Company and that money damages will be inadequate and difficult to measure. Therefore, in addition to any other remedy at law or equity available to the Company, you agree that the Company shall be entitled to seek temporary, preliminary, and permanent injunctive relief to prevent any actual or threatened breach or continuation of any such breach of this Agreement, or to cure any such breach of this Agreement, without the necessity of proving actual damages or posting a bond or other security therefor.

You acknowledge that the covenants and agreements herein, including Sections 5, 6 and 7 herein are reasonable and necessary to protect the Company' s legitimate business interests. Nothing in Sections 5, 6 or 7 herein changes, alters, or modifies, in any way, the at-will nature of your employment with the Company.

You acknowledge and agree that any information, materials, ideas, discoveries, inventions, techniques, or programs developed, created, or discovered by you in connection with the performance of your duties as an employee of the Company shall be and remain the sole and exclusive property of the Company, and you hereby assign and/or agree to assign any such information, materials, ideas, discoveries, inventions, techniques, or programs to the Company. You are hereby notified that the foregoing does not apply to an invention that you create entirely on your own time, without the use of any equipment, supplies, facilities, or trade secret or confidential information of the Company.

The Company shall have the right to make Sections 5, 6 or 7 of this Agreement known to any Competitor with whom the Company reasonably believes you have become, or are about to become, associated, provided, however, the Company gives you at least ten (10) days' notice of its intention to disclose any of the terms of this Agreement.

9. Miscellaneous.

(a) Governing Law. This is a Colorado contract and shall be construed under and be governed in all respects by the laws of the State of Colorado, 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 Tenth Circuit.

(b) Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the state and federal courts situated nearest Denver, Colorado. Accordingly, with respect to any such court action, you (i) submit to the personal jurisdiction of such courts; (ii) consent to service of process; and (iii) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

(c) Taxes. All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

(d) Integration. This Agreement, together with the LLC Agreement, the Award Agreement and any other plans or agreements referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersedes all prior agreements between the parties concerning such subject matter, including, without limitation, the Existing Offer Letter. To the extent this Agreement conflicts with any provision of any other plan or other agreement, including any noncompetition and/or nonsolicitation provisions in any other agreement, whether or not incorporated herein by reference, this Agreement shall prevail and govern as to the conflicting provision(s) and with regard to the subject matter(s) of the conflicting provision(s).

(e) Successors. This Agreement shall inure to the benefit of and be enforceable by your personal representatives, executors, administrators, heirs, distributees, devisees and legatees.

(f) Enforceability. 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.

(g) Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of your employment to the extent necessary to effectuate the terms contained herein.

(h) 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.

(i) 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 you at the last address you have filed in writing with the Company or, to the Company, at its main offices, attention of the Board.

(j) Successors to and Assigns of the Company. This Agreement, together with the other agreements, plans and documents referenced in Section 9(d), shall inure to the benefit and be enforceable by the Company' s successors and assigns.

(k) Amendment. This Agreement may be amended or modified only by a written instrument signed by you and by a duly authorized representative of the Company.

(l) 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.

[*signature page follows*]

To accept this Agreement, please sign and return it to the Board by no later than the Effective Date.

Very truly yours,

PALADINA HEALTH, LLC

/s/ John Do
Name: John Do
Title: Vice President, Finance

NEAPH Holdings, LLC
Parent Company

/s/ Mohamad Makhzoumi
Mohamad Makhzoumi
President

I have read and accept this Agreement:

/s/ Christopher T. Miller
Christopher T. Miller

5/23/18
Date

Exhibit 10.8

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made effective as of October 18, 2018 (the "Effective Date"), by and between Paladina Health, LLC ("Employer") and Tobias Barker, MD ("Employee").

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Employment and Duties. Employer hereby employs Employee to serve initially as Chief Medical Officer of Paladina Health, LLC ("CMO" of "Paladina"). Employee accepts such employment on the terms and conditions set forth in this Agreement. Employee shall perform the duties of CMO, or any additional or different duties or jobs as the Employer deems appropriate. Employee shall work out of the Denver home office of Paladina. Employee agrees to devote substantially all of his time, energy, and ability to the business of Employer on a full-time basis and shall not engage in any other business activities during the term of this Agreement, including but not limited to providing consulting services, provided however, Employee may pursue normal personal and charitable activities so long as such activities do not require a substantial amount of time and do not interfere with his ability to perform his duties. Employee shall at all times observe and abide by the Employer' s policies and procedures as in effect from time to time. In order to comply with the various state CPOM laws and regulations Employee understands that he may be required to obtain a medical license in the states Employer conducts business in, both now and in the future. Employee likewise may be required to take ownership of certain medical groups that employ the medical professionals who provide direct primary care services for Employer' s clients' employees and dependents. The costs associated with obtaining Employee' s licenses shall be borne by Employer.

Section 2. Compensation. In consideration of the services to be performed by Employee hereunder, Employee shall receive the following compensation and benefits:

2.1 Base Salary. Employer shall pay Employee a base salary of $ 300,000.00 per annum, less standard withholdings and authorized deductions. Employee shall be paid consistent with Employer' s payroll schedule. The base salary will be reviewed from time to time. Employer, in its sole discretion, may increase the base salary as a result of any such review. Employer may not reduce Employee' s base salary unless the Employee authorizes it in writing or the Employer is reducing the base salary of other similarly-situated executives by a similar percentage.

2.2 Benefits. Employee and his family, if applicable, shall be eligible for participation in and shall receive all benefits under Employer' s health and welfare benefit plans (including, without limitation, medical, prescription, dental, disability, and life insurance) under the same terms and conditions applicable to most executives at similar levels of compensation and responsibility.

2.3 Annual Discretionary Performance Bonus.

(a) In 2018, Employee shall be eligible to receive a discretionary performance bonus (the "Bonus") between zero and S 35,000, payable in a manner consistent with Employer' s practices and procedures and as part of and during the Employer' s bonus cycle. Commencing in 2019, Employee shall be eligible to receive a discretionary performance bonus between zero and $ 150,000.00. The amount of the respective Bonuses, if any, will be decided by the CEO and the Board of Directors.

(b) In deciding on the amount of the annual discretionary performance bonuses, if any, the CEO and the Board of Directors may consider the competitive market for the services provided by employees who are performing the same or similar duties as Employee is providing Employer and who have similar background and experience.

(c) Employee must be employed by Employer on the date any Bonus is paid to be eligible to receive such Bonus and, if Employee is not employed by Employer (or an affiliate) on the date any Bonus is paid for any reason whatsoever, Employee shall not be entitled to receive such Bonus.

2.4 Paid Time Off. Employee shall have paid time off, subject to the approval of the CEO.

2.5 Value Units Award. Subject to approval ty the Employer' s Board of Directors, Employee will receive an equity-based award which award will be structured as profits interests in the Employer. Upon approval of the Board of Directors Employer shall award to Employee: 369,444.44 Value A Units, 217,320.26 Value B Units 378,557.87 Value C Units and, 459,677.42 Value D Units, subject to all of the terms and Conditions of the separately provided Award Agreement. Subject to the terms and conditions of the Award Agreement twenty-five percent (25%) of each class of the Value Units granted to Employee herein shall vest on the first anniversary of your first date of employment (the "Vesting Commencement Date" and "issue Date"), with the remaining portion of each class of such Value Units vesting thereafter in thirty-six (36) substantially equal monthly installments such that one-hundred percent (100%) of each class of the Value Units granted as of the Issue Date shall become fully vested on the fourth anniversary of the Vesting Commencement Date. For the avoidance of doubt, the foregoing vesting schedule requires the continued employment of Employee by Employer through each applicable vesting date as a condition to the vesting of the applicable installment of the Value Units granted herein. (See performance Schedule attached to this Employment Agreement for further explanation).

2.6 Indemnification. Employer agrees to indemnify Employee against and in respect of any and all claims, actions, or demands, to the extent permitted by the Employer' s Bylaws and applicable law.

2.7 Reimbursement. Employer also agrees to reimburse Employee in accordance with Employer' s reimbursement policies for travel and entertainment expenses, as well as other reasonable business-related expenses, incurred in the performance of his duties hereunder.

2.8 Changes to Benefit flans. Employer reserves the rights to modify, suspend, or discontinue any and all of its health and welfare benefit plans, practices, policies, and programs at any time without recourse by Employee so long as such action is taken generally with respect to all other similarly-situated peer executives and does not single out Employee.

Section 3. Provisions Relating to termination of Employment.

3.1 Termination for Material Cause. Employer may terminate Employee' s employment without advance notice for Material Cause (as defined below). Upon termination for Material Cause, Employee shall (i) be entitled to receive the Base Salary and benefits as set forth in Section 2.1 and Section 2.2, respectively, through the effective date of such termination and (ii) not be entitled to receive any other compensation, benefits, or payments of any kind, except as otherwise required by law or by the terms of any benefit or retirement plan or other arrangement that would, by its terms, apply.

3.2 Employee Resignation. Employee may resign from Employer For Cause (as defined below) upon at least thirty (30) days' advance written notice. If Employee resigns from Employer, Employee shall (i) be entitled to receive the base salary and benefits as set forth in Section 2.1 and Section 2.2, respectively, through the effective date of such termination, and (ii) not be entitled to receive any other compensation, benefits, or payments of any kind, except as otherwise required by law or by the firms of any benefit or retirement plan or other arrangement that would, by its terms, apply. In the event Employee resigns from Employer, Employer shall have the right to make such resignation effective as of any date before the expiration of the required notice period. "Fair Cause" as used in this paragraph shall mean a material breach by Employer of any of the terms set forth in this Agreement or a material demotion or substantial and material change in Employee' s role and duties.

3.3 Termination Without Cause. It is understood and agreed that cither you or Employer may terminate this relationship at any time, for any or no reason, upon ninety (90) days' prior written notice to the non- terminating party. In the event that your employment is terminated without cause by Employer you will be eligible to receive salary continuation for a period of three (3) months ("Severance Period"). This salary continuation is subject to mitigation and/or offset if you find alternative employment during the Severance Period, and also is contingent on your agreement to Employer' s standard release agreement, which includes a full release of claims against Employer.

3.4 Disability. Upon thirty (30) days' advance notice (which notice may be given before the completion of the periods described herein), Employer may terminate Employee' s employment for Disability (as defined below).

3.5 Definitions. For the purposes of this Agreement, the following terms shall have the meanings indicated:

(a) "Disability" shall mean the inability, for a period of six (6) months, to adequately perform Employee' s regular duties, with or without reasonable accommodation, due to a physical or mental illness, condition, or disability.

(b) “Material Cause “ shall mean any of the following: (i) conviction of a felony or plea of no contest to a felony; (ii) any act of fraud or dis honesty in connection with the performance of his duties; (iii) repeated failure or refusal by Employee to follow policies or directives reasonably established by the Chief Executive Officer of Employer or his designee that goes uncorrected for a period of ten (10) consecutive days after written notice has been provided to Employee; (iv) a material brei.ch of this Agreement; (v) any gross or willful misconduct or gross negligence by Employee in the performance of his duties; (vi) egregious conduct by Employee that brings Employer or any of its subsidiaries or affiliates into public disgrace or disrepute; (vii) an act of unlawful discrimination, including sexual harassment; (viii) a violation of the duty of loyalty or of any fiduciary duty; or (ix) exclusion or notice of exclusion of Employee from participating in any federal health care program.

3.6 Notice of Termination Any purported termination of Employee’ s employment by Employer or by Employee shall be communicated by a written Notice of Termination to the other party hereto in accordance with Section 5.4 hereof. A “Notice of Termination” shall mean a written notice that indicates the specific termination provision in this Agreement.

3.7 Effect of Termination. Upon termination, this Agreement shall be of no further force and effect and neither party shall have any further right or obligation hereunder; provided, however, that no termination shall modify or affect the rights and obligations of the parties that have accrued prior to termination; and provided further, that the rights and obligations of the parties under Section 3, Section 4, and Section 5 shall survive termination of this Agreement.

Section 4. Non-Solicitation, Non-Competition and Confidentiality. Employee, contemporaneously herewith, shall enter into a Non-Solicitation, Non-Competition and Confidentiality Agreement, the terms of which are incorporated herein and made a part hereof as though set forth in this Agreement.

Section 5. Miscellaneous.

5.1 Entire Agreement: Amendment. This Agreement represents the entire understanding of the parties hereto with respect to the employment of Employee and supersedes all prior agreements with respect thereto. Thin Agreement may not be altered or amended except in writing executed by both parties hereto.

5.2 Assignment; Benefit. This Agreement is personal and may not be assigned by Employee. This Agreement ma / be assigned by Employer and shall inure to the benefit of and be binding upon the successors and assigns of Employer.

5.3 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Colorado, without regard to the Manciples of conflicts of laws. Both parties agree that any action relating to this Agreement shall be brought in a state or federal court of competent jurisdiction located within the City and County of Denver, State of Colorado and both parties agree to exclusive venue within the City and County of Denver, State of Colorado.

5.4 Notice. Notices and all other communications provided for in this Agreement shall be In writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to Employer at its principal office and to Employee at Employee' s principal residence as shown in Employer' s personnel records, provided that all notices to Employer shall be directed to the attention of the Chief Executive Officer, or to such other address as cither party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

5.5 Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction t) be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

5.6 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic or facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

5.7 Legal Counsel. Employee and Employer recognize that this is a legally binding contract and acknowledge and agree that they have had the opportunity to consult with legal counsel of their choice.

5.8 Waiver. The waiver by any party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any other or subsequent breach of such or any provision.

5.9 Invalidity of Provision, In the event that any provision of this Agreement is determined to be illegal, invalid, or void for any reason, the remaining provisions hereof shall continue in full force and effect.

5.10 Approval by Paladino Health, LLC as to Form. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by Paladina Health, LLC as to the form of hereof.

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

PALADINA HEALTH, LLC

By: /s/ Chris Miller

Date: 9/17/18

Tobias Barker, MD

By: /s/ Tobias Barker

Date: 9/18/18

Approved as to Form:

/s/ Gregory J. Mayers
Gregory J. Mayers
General Counsel Paladina Health, LLC

PERFORMANCE SCHEDULE

Upon the consummation of an Exit Event (as will be defined in the operating agreement of Holdings) such Profits Interests (assuming that they are fully vested at such time) shall entitle the holders to the percentages of the proceeds received by equity holders of Holdings from an Exit Event (the "Equity Proceeds") in accordance with the following performance schedule:

Value A: upon an Exit Evert yielding a lx return to the equity investors, (collectively, the "Investors"), for their aggregate equity investment in Holdings on or after the Effective Date ("Investment"), holders of Profits Interests will share in up to 10.00% of Equity Proceed:; in excess of the lx return to Investors;

Value B: upon an Exit Event yielding a 2x return ;o the Investors from their Investment, holders of Profits Interests will share in up to 15.00% of Equity Proceeds in excess of the 2x return to Investors;

Value C: upon an Exit Event yielding a 3x return to the Investors from their Investment, holders of Profits Interests will share in up to 22.50% of Equity Proceeds in excess of the 3x return to Investors; and

Value D: upon an Exit Event yielding a 4x return to the Investors from their Investment, holders of Profits Interests will share in up to 30.00% of Equity Proceeds in excess of the 4x return to Investors.

The exact percentage of Holding' s equity interests that the Profits Interests will constitute, and the amount of proceeds such Profits Interests will entitle you to receive upon the consummation of an Exit Event, is subject to the total amount of dollars Invested in Holdings as equity, the determination by the Board of various performance thresholds, the issuance of other grants and other Issues that may arise from time to time. Once vested, all Profits Interests will fully participate in dividends and distributions made by Company to its Investors pro rata on a fully- diluted basis.

Note: All binding terms and conditions around any award shall be set forth in the separately provided Award Agreement and that document controls as to such award.

NONCOMPETITION, NONSOLICITATION,
AND CONFIDENTIALITY AGREEMENT

Paladina Health, LLC ("Employer") and Tobias Barker, MD, ("Teammate") enter into this Noncompetition, Nonsolicitation, and Confidentiality Agreement (this "Agreement") on this 18th day of September, 2018, the terms of which are set forth below.

WHEREAS, Employer operates national y in a highly competitive environment;

WHEREAS, Teammate agrees that by virtue of employment with Employer, Teammate will gain special knowledge and familiarity with the needs and requirements of customers and business partners and that but for Teammate' s employment, Teammate would not have had access to such customers and business partners;

WHEREAS, Employer will provide Teammate with confidential information, including, but not limited to, Information or data in any form or medium, which has commercial or economic value to Employer, such as information regarding other employees, intellectual properly, processes, competitive data, contracts, licenses, customer lists, financial information, pricing structures or guidelines, methods of operation, manuals, software and marketing plan; and strategies;

WHEREAS, Teammate recognizes that future success at Employer is dependent on continuing to receive such sensitive and confidential information; and

THEREFORE, the parties agree as follows:

1. Employer considers Teammate to be an integral part of its team, and Teammate acknowledges that Teammate has duties consistent with such team.

2. In consideration for the covenants set forth herein, Employer is offering employment to Teammate, will provide Teammate with the benefits set forth in the Teammate' s offer of employment, which is incorporated herein by reference, and will provide Teammate with confidential information.

3. Covenant Not to Compete: (a) Teammate agrees that during the term of employment and for the twelve-month period following the termination of employment for any reason (whether voluntary or involuntary) ("Restricted Period"), Teammate shall not, as an employee, independent contractor, consultant, or in any other form, prepare to provide or provide any of the same or similar services that Teammate performed during employment with Employer for any Competitor in the Restricted Geographic Area. "Competitor" means any Person which engages in the Business. "Person" means any individual, partnership, limited liability Company, corporation, independent practice association, management services organization, clinic, proprietorship, firm, association or any other entity. "Business" means the business of creating and maintaining Direct Primary Care practice environments, managing the conversion of physician practices into Direct Primary Care retail practice environments, and establishing, operating and delivering Direct Primary Care practice environments directly to employees on behalf of their public, private and government employers, unions and associations. The "Restricted Geographic Area" is the continental United States where Teammate works for Employer, or a smaller geographic area if applicable per state law. "Direct Primary Care" means the provision of comprehensive primary healthcare services to patients for a recurring fee rather than individually itemized fixed fees for service for primary care services.

(a) Teammate agrees that during the Restricted Period, Terminate shall not own, manage, control, operate, invest in, acquire an interest in, or otherwise act for, or det on behalf of any Competitor in the Restricted Geographic Area.

(b) Teammate acknowledges am agrees that the geographical limitations and duration of this covenant not to compete are reasonable.

4. Covenant Not to Solicit: Teammate agrees that during the Restricted Period, Teammate shall not (i) solicit any of Employer' s employees to work for any Person; (ii) hire any of Employer' s employees to work (as an employee or an independent contractor) for any Person; (iii) take any action that may reasonably result in any of Employer' s employees going to work (as an employee or an independent contractor) for any Person; (iv) induce any patient or customer of Employer, either individually or collectively, to patronize any Competitor or primary care clinic that competes with primary care clinics managed or operated by Employer; (v) request or advise any patient, customer, or supplier of Employer to withdraw, curtail, or cancel such person' s business with Employer or primary care clinics managed by Employer; (vi) enter into any contract the purpose or result of which would benefit Teammate if any patient or customer of Employer were to withdraw, curtail, or cancel such person' s business with Employer; (vii) solicit, it duce, or encourage any physician (or former physician) affiliated with Employer or induce or encourage any other person under contract with Employer to curtail or terminate such person' s affiliation or contractual relationship with Employer; or (viii) disclose to any Person the names or addresses of any patient or customer of Employer.

5. Confidentiality: (a) Teammate acknowledges and agrees that: (i) in the course of his employment by Employer, it will or may be necessary for Teammate to create, use, or have access to technical, business, or customer information, materials, or data relating to Employer' s present or planned business that has not been released to the public with Employer' s authorization, including, but not limited to, confidential information, materials, or proprietary data belonging to Employer or relating to Employer' s affairs (collectively, "Confidential Information") that come into Teammate' s possession by reason of employment with Employer; (ii) all Confidential Information is the property of Employer; (iii) the use, misappropriation, or disclosure of any Confidential Information would constitute a breach of trust and could cause serious and irreparable injury lo Employer; and (iv) It is essential to the protection of Employer' s goodwill and maintenance of Employer' s competitive position that all Confidential Information be kept confidential and that Team: rate not disclose any Confidential Information to others or use Confidential Information to Teammate' s own advantage or the advantage of others.

(b) In recognition of the acknowledgment contained in Section 5(a) above, Teammate agrees that until the Confidential Information becomes publicly available (other than through a breach by Teammate or by anyone else who has a legal obligation to maintain confidentiality), Teammate shall: (i) hold and safeguard all Confidential Information in trust for Employer and its successors and assigns; (ii) not appropriate or disclose or maw available to anyone for use outside of Employer' s organization at any time, either during employment with

Employer or subsequent to the termination of employment with Employer for any reason, any Confidential Information, whether or not developed by Teammate, except as required in the performance of Teammate' s duties to Employer; (iii) keep in strictest confidence any Confidential Information; (Iv) no disclose or divulge, or allow to be disclosed or divulged by any person within Teammate' s control, to any person, firm, or corporation, or use directly or indirectly, for Teammate' s own benefit or the benefit of others, any Confidential Information; and (v) not become employed by or enter into service with any Person in which Teammate will be obligated to disclose or use any trade secrets of Employer, or where such disclosure would be inevitable because of the nature of the position.

(c) Teammate agrees that all lists, materials, records, books, data, plans, files, reports, correspondence, and other documents ("Company material") used or prepared by, or made available to, Teammate shall be and remain property of Employer. Upon termination of employment, Teammate shall immediately return all Company material to Employer, and Teammate shall not make or retain any copies or extracts thereof.

(d) Teammate also agrees that Teammate will not provide advice to any Person concerning Confidential Information of Employer. Teammate further agrees that if Teammate were to provide advice to any Person concerning the negotiation of any agreements with Employer or if Teammate were to negotiate any agreements on behalf of any Person with Employer, such advice and/or negotiations would involve the inevitable disclosure of Confidential Information.

(e) Teammate further agree s that during the Restricted Period, employment with Employer and for a one-year period following the termination of Teammate' s employment for any reason (voluntary or involuntary), Teammate shall net conduct or accept business with any of Employer' s suppliers, vendors or customers who had been suppliers, vendors or customers within the twelve months preceding the date of the termination of Teammate' s employment and with whom Teammate had contact ("contact" being defined as personal (as opposed to merely supervisory or incidental) interaction between Teammate and the supplier, vendor, or customer that takes place to farther the business relationship for or receive services from the supplier, vendor, or customer) during Teammate' s term of employment with Employer.

(f) Teammate shall confirm, in writing, that Teammate is complying with the terms of this provision In response to any Inquiry by Employer.

6. Teammate acknowledges that any breach of this Agreement by Teammate will result in irreparable harm to Employer and that money damages will be inadequate and difficult to measure. Therefore, in addition to any other remedy at law or equity available to Employer, Teammate agrees that Employer shall be entitled to temporary, preliminary, and permanent injunctive relief to prevent any actual or threatened breach or continuation of any breach of this Agreement, or to cure any breach of this Agreement, without the necessity of proving actual damages or posting a bond or other security therefor.

7. Teammate acknowledges that the covenants and agreements herein are reasonable and necessary to protect Employer' s legitimate business interests. The waiver by any party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any other or subsequent breach of such or any provision.

8. Teammate agrees that any information, materials, ideas, discoveries, inventions, techniques, or programs developed, created, or discovered by Teammate in connection with the performance of Teammate' s duties as an employee of Employer shall be and remain the sole and exclusive property of Employer, and Teammate hereby assigns and/or agrees to assign any such information, materials, ideas, discoveries, inventions, techniques, or programs to Employer. Teammate is notified that the foregoing does not apply to an invention that Teammate creates entirely on Teammate' s own time, without the use of any equipment, supplies, facilities, or trade secret information of Employer.

9. Teammate shall make the terms and conditions of this Agreement known to any Competitor with which Teammate becomes associated subsequent to the termination of employment with Employer and before Teammate' s association with such. Employer shall have the right to make the terms of this Agreement known to any Competitor with whom Employer reasonably believes Teammate has become, or is about to become, associated.

10. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof. If a court determines that any restriction herein is invalid or unenforceable, the court is hereby requested, directed, and authorized (to the extent allowable under applicable state law) to revise such restrictions to include the maximum restrictions allowed under applicable law; or if required by applicable law ignore the invalid or unenforceable provisions and apply the remainder of the Agreement.

11. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado (without regard to principles of conflicts of laws).

12. This Agreement is personal and may not be assigned by Teammate. This Agreement may be assigned by Employer and shall inure to the benefit of and be binding upon the successors and assigns of Employer. In addition, the covenants and acknowledgements of Teammate as set forth herein shall inure to the benefit of any successors to Employer and shall survive the termination of this Agreement, regardless of cause, except if Employer ceases operation other than as a result of a change of control.

13. Each party has cooperated In the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, he same shall not be construed against any party on the basis that the party was the drafter.

14. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties upon full execution hereof by the parties.

IN WITNESS WHEREOF, Employer and Teammate executed this Agreement as of the day and year first above written.

TEAMMATE

/s/ Tobias Barker

PALADINA HEALTH, LLC

/s/ Chris Miller

Name: Chris Miller
Title: CEO

Exhibit 10.9

November 1, 2020

Dear Gaurov Dayal:

I am pleased to confirm your offer of employment at Paladina Health LLC. We look forward to your first day of work on or around January 4, 2021 (specific date TBD). You will be working as our President & COO reporting to Chris Miller, Chief Executive Officer. The following represents the terms and conditions in this regard:

Your base salary for this position will be $500,000 per annum, less standard deductions and authorized withholdings.

In addition, you will be eligible to receive an annual performance bonus of 75% of your base compensation, which is a discretionary bonus and payable in a manner consistent with our practices and procedures. This bonus goes into effect for the 2021 calendar year. Your first-year bonus is guaranteed to be no less than $250,000.

You will receive a sign-on bonus $225,000, which includes coverage for your relocation expenses. If your employment with Paladina terminates before 12 months, for cause or if you voluntarily resign, you will be asked to return a pro-rated version of the bonus. “Cause” shall be defined as in the LLC Operating Agreement.

Your position is exempt under the wage and hour laws. You will be paid bi-weekly pursuant to our normal payroll practices. Your status will be that of a regular full-time benefit eligible teammate. Any further salary increases will be based upon Paladina Health’ s compensation program and your performance.

Subject to approval by the Employer’ s Board of Directors, Employee will receive an equity-based award which award will be structured as profits interests in the Employer’ s ultimate parent entity, Paladina Health Holdings, LLC (“Parent”). Paladina Health Holdings, LLC is in the process of updating the authorized capitalization as it relates to its equity incentive in connection with the recent acquisition of HealthStat. Following that update, the total authorized units in each class of Value Units, and the number of each such class that will be granted to Gaurov Dayal, are as set forth in the following table:

Unit Class	Total Authorized	Gaurov Dayal
Value A Units	29,320,735.91	2,638,866.14
Value B Units	17,247,491.12	1,552,274.20
Value C Units	30,044,017.79	2,703,962.51
Value D Units	36,482,020.39	3,283,382.84

These Value Units will be subject to the terms and conditions of the separately provided Award Agreement. Subject to the terms and conditions of the Award Agreement twenty-five percent (25%) of each class of the Value Units granted to Employee herein shall vest on the first anniversary of your first date of employment (the "Vesting Commencement Date"), with the remaining portion of each class of such Value Units vesting thereafter in thirty-six (36) substantially equal monthly installments such that one-hundred percent (100%) of each class of the Value Units granted as of the Issue Date shall become fully vested on the fourth anniversary of the Vesting Commencement Date. For the avoidance of doubt, but subject to the "double trigger" provision below, the foregoing vesting schedule requires the continued employment of Employee by Employer through each applicable vesting date as a condition to the vesting of the applicable installment of the Value Units granted herein. Additionally, 100% of unvested profit units will automatically accelerate and vest immediately prior to the consummation of Change of Control of the Company or its affiliates (which shall include an "Exit Event" as defined in the LLC Operating Agreement); provided, however, that the proceeds allocated to such unvested profits units will be set aside upon the consummation of such Change of Control and be subject to your continued employment through a period of 12 months following the Change of Control event (following which time you shall be promptly paid in full the remaining amounts); provided, that, notwithstanding the foregoing, if your employment is terminated without cause sooner than 12 months following the Change of Control event, then such remaining amounts shall be promptly be paid to you in full following such termination.

You will be eligible to receive health and disability insurance benefits, as well as other related benefits, under the same terms and conditions generally applicable to Paladina Health teammates at the similar level of compensation and responsibility. You will be eligible to participate in Paladina Health' s comprehensive health and disability insurance plans on the first of the month following your date of hire. You will be receiving a summary of Paladina Health' s benefits outlining your choices.

It is understood and agreed that your employment will be at-will, and either you or Paladina Health may terminate the relationship at any time, for any or no reason, with or without notice. The terms of this letter, therefore, do not, and are not intended to, create an express or implied contract of employment. Your at-will employment relationship may only be modified by a written agreement, signed by an officer or director of Paladina Health. However, in the event that your employment is terminated by Paladina Health for reasons other than for cause, you will be eligible to receive base salary continuation for twelve (12) months. You will also receive a prorated portion of that year' s bonus based on separation date and performance. If you timely elect continued health benefits coverage under COBRA, Paladina will pay your COBRA premiums necessary to continue your coverage through the severance period beginning on the Separation Date. "Cause" shall be defined as in the LLC Operating Agreement. Any severance payments will be contingent on your agreement to the Paladina Health standard release agreement, which includes a full release of claims against Paladina Health.

This offer shall be interpreted and administered in a manner so that any amount payable hereunder shall be paid in a manner that is either exempt from or compliant with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder. Each payment of salary continuation under the fifth paragraph of this offer letter shall be considered a separate payment for purposes of Section 409A.

As a condition of employment, you will need to sign the Non-competition, Non-solicitation and Confidentiality Agreement.

Please note that this offer is contingent upon successful completion and receipt of pre-employment background check results before your first day of employment. You will be contacted by our Human Resources team to complete the applicable paperwork.

If you accept the terms of this offer, please sign the letter below and return it to me as soon as possible We look forward to your first day of work and having you as a key part of Paladina Health' s efforts to revolutionize healthcare. If you have any questions, or if I may provide further information, please do not hesitate to contact me directly.

Sincerely,

/s/ Allison Velez

Allison Velez
Chief People Officer

I accept the position of President/Chief Operating Officer under the terms and conditions outlined above.

/s/ Gaurov Dayal	11/6/2020
Gaurov Dayal	Date

Exhibit 10.10

July 17, 2020

Dear Neil:

I am pleased to confirm your offer of employment at Paladina Health LLC. We look forward to your first day of work on TBD. You will be working as our Chief Financial Officer reporting to Chris Miller, CEO. The following represents the terms and conditions in this regard:

Your base salary for this position will be $350,000 per annum, less standard deductions and authorized withholdings. In addition, you will be eligible to receive an annual performance bonus of $175,000, which is a discretionary bonus and payable in a manner consistent with our practices and procedures. Your bonus opportunity will be pro-rated to reflect the number of completed months you have worked in your year of hire.

Your position is exempt under the wage and hour laws. You will be paid bi-weekly pursuant to our normal payroll practices. Your status will be that of a regular full-time benefit eligible teammate. Any further salary increases will be based upon Paladina Health' s compensation program and your performance.

Subject to approval by the Employer' s Board of Directors, Employee will receive an equity-based award which award will be structured as profits interests in the Employer. Upon approval of the Board of Directors Employer shall award to Employee: 369,444 Value A Units, 217,320 Value B Units, 378,558 Value C Units, and 459,677 Value D Units, subject to the terms and conditions of the separately provided Award Agreement. Subject to the terms and conditions of the Award Agreement twenty-five percent (25%) of each class of the Value Units granted to Employee herein shall vest on the first anniversary of your first date of employment (the "Vesting Commencement Date" and "Issue Date"), with the remaining portion of each class of such Value Units vesting thereafter in thirty-six (36) substantially equal monthly installments such that one-hundred percent (100%) of each class of the Value Units granted as of the Issue Date shall become fully vested on the fourth anniversary of the Vesting Commencement Date. For the avoidance of doubt, the foregoing vesting schedule requires the continued employment of Employee by Employer through each applicable vesting date as a condition to the vesting of the applicable installment of the Value Units granted herein.

You will be eligible to receive health and disability insurance benefits, as well as other related benefits, under the same terms and conditions generally applicable to Paladina Health teammates at the similar level of compensation and responsibility. You will be eligible to participate in Paladina Health' s comprehensive health and disability insurance plans on the first of the month following your date of hire. You will be receiving a summary of Paladina Health' s benefits outlining your choices.

It is understood and agreed that your employment will be at-will, and either you or Paladina Health may terminate the relationship at any time, for any or no reason, with or without notice. The terms of this letter, therefore, do not, and are not intended to, create an express or implied contract of employment.

Your at-will employment relationship may only be modified by a written agreement, signed by an officer or director of Paladina Health. However, in the event that your employment is terminated by Paladina Health for reasons other than for cause, you will be eligible to receive base salary continuation for six (6) months. Any salary continuation payments will be contingent on your agreement to the Paladina Health standard release agreement, which includes a full release of claims against Paladina Health.

As a condition of employment, you will need to sign the Non-competition, Non-solicitation and Confidentiality Agreement.

Please note that this offer is contingent upon successful completion and receipt of pre-employment background check results before your first day of employment. You will be contacted by our Human Resources team to complete the applicable paperwork.

If you accept the terms of this offer, please sign the letter below and return it to me as soon as possible. We look forward to your first day of work, and being a part of Paladina Health' s efforts to revolutionize healthcare. If you have any questions, or if I may provide further information, please do not hesitate to contact me directly.

Sincerely,

/s/ Allison Velez

Allison Velez
Chief People Officer

I accept the position of Chief Financial Officer under the terms and conditions outlined above.

/s/ Neil Flanagan	7/17/2020
Neil Flanagan	Date

Exhibit 10.11

May 12, 2021

Dear Heather:

I am pleased to confirm your offer of employment at Everside Health. We look forward to your first day of work on June 14, 2021. You will be working as our Chief Financial Officer reporting to Chris Miller, CEO. The position will be remote based in the Chicago, IL area. The following represents the terms and conditions in this regard:

Your base salary for this position will be $400,000 per annum, less standard deductions and authorized withholdings.

In addition, you will be eligible to receive an annual performance bonus of 100% of your base pay. You will be eligible for the full bonus potential for 2021 performance, with a bonus guarantee of a minimum of $150,000 for 2021. This is a discretionary bonus and payable in a manner consistent with our practices and procedures.

You will receive a sign-on bonus $100,000 following your start date. If your employment with Paladina terminates before 12 months, for cause or if you voluntarily resign, you will be asked to return a pro-rated portion of the bonus.

Your position is exempt under the wage and hour laws. You will be paid bi-weekly pursuant to our normal payroll practices. Your status will be that of a regular full-time benefit eligible teammate. Any further salary increases will be based upon Everside Health' s compensation program and your performance.

Subject to approval by the Employer' s Board of Directors, Employee will receive an equity-based award which award will be structured as profits interests in the Employer. Upon approval of the Board of Directors Employer shall award to Employee: 1,423,310.96 Value A Units, 837,241.74 Value B Units, 1,458,421.10 Value C Units, and 1,770,939.91 Value D Units, subject to the terms and conditions of the separately provided Award Agreement. Subject to the terms and conditions of the Award Agreement twenty-five percent (25%) of each class of the Value Units granted to Employee herein shall vest on the first anniversary of your first date of employment (the "Vesting Commencement Date" and "Issue Date"), with the remaining portion of each class of such Value Units vesting thereafter in thirty-six (36) substantially equal monthly installments such that one-hundred percent (100%) of each class of the Value Units granted as of the Issue Date shall become fully vested on the fourth anniversary of the Vesting Commencement Date. For the avoidance of doubt, the foregoing vesting schedule requires the continued employment of Employee by Employer through each applicable vesting date as a condition to the vesting of the applicable installment of the Value Units granted herein.

You will be eligible to receive health and disability insurance benefits, as well as other related benefits, under the same terms and conditions generally applicable to Everside Health teammates at the similar level of compensation and responsibility. You will be eligible to participate in Everside Health' s comprehensive health and disability insurance plans on the first of the month following your date of hire. You will be receiving a summary of Everside Health' s benefits outlining your choices.

It is understood and agreed that your employment will be at-will, and either you or Everside Health may terminate the relationship at any time, for any or no reason, with or without notice. The terms of this letter, therefore, do not, and are not intended to, create an express or implied contract of employment. Your at-will employment relationship may only be modified by a written agreement, signed by an officer or director of Everside Health. However, in the event that your employment is terminated by Everside Health for reasons other than for cause, you will be eligible to receive base salary continuation for six (6) months. Any salary continuation payments will be contingent on your agreement to the Everside Health standard release agreement, which includes a full release of claims against Everside Health.

As a condition of employment, you will need to sign the Non-competition, Non-solicitation and Confidentiality Agreement.

Please note that this offer is contingent upon successful completion and receipt of pre-employment background check results before your first day of employment. You will be contacted by our Human Resources team to complete the applicable paperwork.

If you accept the terms of this offer, please sign the letter below and return it to me as soon as possible. We look forward to your first day of work and having you be a part of Everside Health' s efforts to revolutionize healthcare. If you have any questions, or if I may provide further information, please do not hesitate to contact me directly.

Sincerely,

/s/ Allison Velez

Allison Velez
Chief People Officer

I accept the position of Chief Financial Officer under the terms and conditions outlined above.

/s/ Heather Dixon	5/12/2021
Heather Dixon	Date

Exhibit 10.12

LOAN AND SECURITY AGREEMENT

June 27, 2018

This LOAN AND SECURITY AGREEMENT (this "Agreement") is entered into as of June 27, 2018, by and between Comerica Bank ("Bank") and Paladina Health, LLC, a Delaware limited liability company formerly known as Davita DPC Management Company, LLC ("Paladina"), DPC Medical Group, P.C., a Washington corporation ("DPC"), Paladina Medical Group of New Jersey, P.C., a New Jersey corporation ("Paladina New Jersey") and Paladina Health Medical Group, PC, a Colorado corporation ("Paladina PC"), (Paladina, DPC, Paladina New Jersey and Paladina PC are each a "Borrower" and collectively, the "Borrowers" provided that each reference to "Borrower" or "Borrowers" in the Agreement and the Loan Documents shall mean and refer to each Borrower, individually, and/or to all the Borrowers, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

Borrowers wish to obtain credit from time to time from Bank, and Bank desires to extend credit to Borrowers. This Agreement sets forth the terms on which Bank will advance credit to Borrowers, and Borrowers will repay the amounts owing to Bank.

AGREEMENT

The parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. As used in this Agreement, all capitalized terms shall have the definitions set forth on Exhibit A. Any term used in the Code and not defined herein shall have the meaning given to the term in the Code.

1.2 Accounting Terms. Any accounting term not specifically defined on Exhibit A shall be construed in accordance with GAAP and all calculations shall be made in accordance with GAAP. The term "financial statements" shall include the accompanying notes and schedules.

2. LOAN AND TERMS OF PAYMENT.

2.1 Credit Extensions.

(a) Promise to Pay. Borrowers promise to pay to the order of Bank, in lawful money of the United States, the aggregate unpaid principal amount of all Credit Extensions made by Bank to Borrowers, together with interest on the unpaid principal amount of such Credit Extensions at rates in accordance with the terms hereof.

(b) Advances Under Revolving Line.

(i) Amount. Subject to and upon the terms and conditions of this Agreement Borrowers may request Advances in an aggregate outstanding amount not to exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base. Notwithstanding the foregoing, it shall be a condition precedent to the initial Advance that would cause the aggregate amount of all outstanding Advances to exceed the Non-Formula Amount, that Bank shall have first received results satisfactory to Bank of the Initial Audit. Except as set forth in the Pricing Addendum amounts borrowed pursuant to this Section 2.1(b) may be repaid and re-borrowed at any time without penalty or premium prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) shall be immediately due and payable.

(ii) Form of Request. Whenever Borrowers desire an Advance, a Borrower will notify Bank (which notice shall be irrevocable) no later than 3:00 p.m. Pacific time, on the Business Day that the Advance is to be made. Each such notice shall be made in accordance with the Pricing Addendum. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer, or without instructions if in Bank' s discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. The notice shall be signed by a Responsible Officer. Bank will credit the amount of Advances made under this Section 2.1(b) to Borrower' s deposit account

(c) Equipment Advances.

(i) Subject to and upon the terms and conditions of this Agreement, Bank agrees to make Equipment Advances to Borrowers in an aggregate outstanding amount not to exceed the Equipment Line. Subject to and upon the terms and conditions of this Agreement, Borrowers may request Equipment Advances any time from the Closing Date through June 27, 2020. Each Equipment Advance shall not exceed one hundred percent (100%) of the invoice amount of capital equipment, including capitalized IT buildout expenses, and tenant improvements approved by Bank from time to time (which equipment, tenant improvements and expenses Borrower shall, in any case, have purchased or incurred within ninety (90) days of the date of the corresponding Equipment Advance), in each case excluding taxes, shipping, warranty charges, freight discounts and installation expense. Bank shall have a right from time to time to conduct an appraisal of Borrower' s Equipment at Borrower' s expense.

(ii) Interest shall accrue from the date of each Equipment Advance at the rate specified in the Pricing Addendum and shall be payable in accordance with Section 2.3(b) and on the terms set forth in the Pricing Addendum. Any Equipment Advances outstanding on June 27, 2020 shall be payable in thirty six (36) equal monthly installments of principal, plus all accrued interest, beginning on July 1, 2020 and continuing on the same day of each month thereafter until June 1, 2023 (the "Equipment Maturity Date"), at which time all amounts due in connection with the Equipment Advances and any other amounts due under this Agreement shall be immediately due and payable. Once repaid, Equipment Advances may not be reborrowed. Except as set forth in the Pricing Addendum, Borrowers may prepay Equipment Advances without penalty or premium. Partial prepayments hereunder shall be applied to the installments hereunder in the inverse order of their maturities without reamortization of the repayment schedule for the remaining principal balance.

(iii) When Borrowers desire to obtain an Equipment Advance, Borrowers shall notify Bank (which notice shall be irrevocable) no later than 3:00 p.m. Pacific time three (3) Business Days before the day on which the Equipment Advance is to be made. Such notice shall be made in accordance with the Pricing Addendum. The notice shall be signed by a Responsible Officer and include a copy of the invoice for any capital equipment, capitalized IT buildout expenses and/or tenant improvements to be financed.

2.2 Overadvances. If at any time the aggregate amount of the outstanding Advances exceeds the lesser of the Revolving Line or the Borrowing Base, Borrowers shall immediately pay to Bank, in cash, the amount of such excess.

2.3 Interest Rates and Payments.

(a) Interest Rates.

(i) Advances. The Advances shall bear interest, on the outstanding daily balance thereof, on the terms set forth in the Pricing Addendum.

(ii) Equipment Advances. The Equipment Advances shall bear interest, on the outstanding daily balance thereof, on the terms set forth in the Pricing Addendum.

(b) Payments. Bank may, at its option, charge such interest, all Bank Expenses, and all Periodic Payments against any of a Borrower' s deposit accounts or against the Revolving Line, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Any interest not paid when due shall be compounded by becoming a part of the Obligations, and such interest shall thereafter accrue interest at the rate then applicable hereunder. All payments shall be free and clear of any taxes, withholdings, duties, impositions or other charges, to the end that Bank will receive the entire amount of any Obligations payable hereunder, regardless of source of payment. Bank shall credit a wire transfer of funds, check or other item of payment to such deposit account or Obligation as Borrowers specify. Any payment by check or other item of payment Bank may receive will conditionally reduce Obligations, but shall not be considered a payment on account unless such payment is of

immediately available federal funds or unless and until such check or other item of payment is honored when presented for payment. Any payment received by Bank after 12:00 noon Pacific time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day. Whenever any payment to Bank under the Loan Documents would otherwise be due (except by reason of acceleration) on a date that is not a Business Day, such payment shall instead be due on the next Business Day, and additional fees or interest, as the case may be, shall accrue and be payable for the period of such extension.

2.4 Fees and Bank Expenses. Borrowers shall pay to Bank the following:

(a) Facility Fee. On the Closing Date, a fee equal to Twenty Five Thousand Dollars ($25,000), which shall be nonrefundable.

(b) Unused Fee. None.

(c) Bank Expenses. Upon invoice, all Bank Expenses incurred through the Closing Date, and, after the Closing Date, all Bank Expenses, as and when they become due.

2.5 Term. This Agreement shall become effective on the Closing Date and, subject to Section 13.8, shall continue in full force and effect for so long as any Obligations remain outstanding or Bank has any obligation to make Credit Extensions under this Agreement. Notwithstanding the foregoing, Bank shall have the right to terminate its obligation to make Credit Extensions under this Agreement immediately and without notice upon the occurrence and during the continuance of an Event of Default.

3. CONDITIONS OF LOANS.

3.1 Conditions Precedent to Initial Credit Extension. The obligation of Bank to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Agreement and the other Loan Documents required by Bank;

(b) an officer' s certificate of each Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Agreement and the other Loan Documents;

(c) the Pricing Addendum;

(d) a financing statement (Form UCC-1) and other filings as Bank determines are necessary to perfect all security interests granted to Bank by each Borrower;

(e) the Itemization of Amount Financed Disbursement Instructions signed by a Responsible Officer of each Borrower;

(f) agreement to furnish insurance;

(g) payment of the fees and Bank Expenses then due as specified in Section 2.4;

(h) current SOS Reports indicating that except for Permitted Liens, there are no other security interests or Liens of record in the Collateral;

(i) an intellectual property security agreement, duly executed by each Borrower;

(j) evidence that a Parent Entity has issued equity securities to NEA or other investors satisfactory to Bank in exchange for net cash proceeds equal to at least Seventy Million Dollars ($70,000,000) which proceeds shall have been used to fund the acquisition of Paladina DPC Holding Co., LLC by NEAPH Acquisitionco, Inc. and to fund an amount equal to at least Seven Million Dollars ($7,000,000) to the balance sheet of Paladina Health, LLC on the Closing Date;

(k) Purchase Agreement and related documents;

(l) organizational chart of each Borrower, together with other information pertaining to ownership and relationship among Borrowers;

(m) evidence that Borrower or a Parent Entity has closed on an equity line of credit from NEA, in form and substance satisfactory to Bank;

(n) a stock or bond assignment duly executed by Borrowers in blank, together with certificate(s) representing the shares of Equity Interests pledged by Borrowers;

(o) current financial statements, including audited statements for each Borrower' s most recently ended fiscal year, together with an unqualified opinion, company prepared consolidated and consolidating balance sheets and income statements for the most recently ended month in accordance with Section 6.2, and such other updated financial information as Bank may reasonably request;

(p) current Compliance Certificate in accordance with Section 6.2;

(q) a Collateral Information Certificate;

(r) an Automatic Loan Payment Authorization;

(s) for each collateral location or warehouse location of Borrowers or any Collateral location not owned by Borrowers (including, without limitation, any third party hosting facility), a landlord subordination agreement, collateral access agreement or bailment waiver, executed by the landlord, warehouseman or bailee of such location, as applicable, together with a copy of the lease, warehouse or bailment agreement for each such location, as applicable; and

(t) such other documents or certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

3.2 Conditions Precedent to all Credit Extensions. The obligation of Bank to make each Credit Extension, including the initial Credit Extension, is further subject to the following conditions:

(a) timely receipt by Bank of the Loan Advance/Paydown Request Form as provided in Section 2.1;

(b) there has occurred no circumstance or circumstances that could reasonably be expected to have a Material Adverse Effect; and

(c) the representations and warranties contained in Article 5 shall be true and correct in all material respects on and as of the date of such Loan Advance/Paydown Request Form and on the effective date of each Credit Extension as though made at and as of each such date, and no Event of Default shall have occurred and be continuing, or would exist after giving effect to such Credit Extension (provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date). The making of each Credit Extension shall be deemed to be a representation and warranty by each Borrower on the date of such Credit Extension as to the accuracy of the facts referred to in this Section 3.2.

3.3 Post-Closing Covenants. Unless otherwise provided in writing by Bank, Bank shall have received, in form and substance satisfactory to Bank:

(a) within thirty (30) days after the Closing Date, evidence that Paladina Health Group of Texas has been dissolved; and

(b) within ninety (90) days after the Closing Date and prior to a request by Borrower for any Advance that would cause the aggregate amount of all Advances to exceed the Non-Formula Amount, an audit of the Collateral, the results of which shall be satisfactory to Bank (the "Initial Audit").

4. CREATION OF SECURITY INTEREST.

4.1 Grant of Security Interest. Each Borrower grants and pledges to Bank a continuing security interest in the Collateral to secure prompt repayment of any and all Obligations and to secure prompt performance by such Borrower of each of its covenants and duties under the Loan Documents. Except as set forth in the Schedule, such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral. Notwithstanding any termination of this Agreement, Bank' s Lien on the Collateral shall remain in effect for so long as any Obligations are outstanding.

4.2 Perfection of Security Interest. Each Borrower authorizes Bank to file at any time financing statements, continuation statements, and amendments thereto that (i) either specifically describe the Collateral or describe the Collateral as all assets of such Borrower of the kind pledged hereunder, and (ii) contain any other information required by the Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether such Borrower is an organization, the type of organization and any organizational identification number issued to such Borrower, if applicable. Any such financing statements may be filed by Bank at any time in any jurisdiction whether or not Division 9 of the Code is then in effect in that jurisdiction. Borrowers shall from time to time endorse and deliver to Bank, at the request of Bank, all Negotiable Collateral and other documents that Bank may reasonably request, in form satisfactory to Bank, to perfect and continue perfection of Bank' s security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Documents. Borrowers shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Bank chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in possession of a third party bailee, Borrowers shall take such steps as Bank reasonably requests for Bank to (i) obtain an acknowledgment, in form and substance satisfactory to Bank, of the bailee that the bailee holds such Collateral for the benefit of Bank, (ii) obtain "control" of any Collateral consisting of investment property, deposit accounts, securities accounts, letter- of-credit rights or electronic chattel paper (as such items and the term "control" are defined in Division 9 of the Code) by causing the securities intermediary or depositary institution or issuing bank to execute a control agreement in form and substance satisfactory to Bank. Borrowers will not create any chattel paper without placing a legend on the chattel paper acceptable to Bank indicating that Bank has a security interest in the chattel paper.

4.3 Right to Inspect. Bank (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during a Borrower' s usual business hours but no more than twice a year(unless an Event of Default has occurred and is continuing), to inspect a Borrower' s Books and to make copies thereof and to check, test, and appraise the Collateral in order to verify a Borrower' s financial condition or the amount, condition of, or any other matter relating to, the Collateral.

4.4 Pledge of Interests. Each Borrower hereby pledges, assigns and grants to Bank a security interest in all membership and other Equity Interests which are part of the Collateral, including without limitation such Borrower' s membership or other equity interests in its Subsidiaries (collectively, the "Interests"), together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as security for the performance of the Obligations. On or prior to the Closing Date, the certificate or certificates for the Interests will be delivered to Bank, accompanied by an instrument of assignment duly executed in blank by such Borrower, and such Borrower shall reflect the pledge of such certificates in the applicable books and records of the entities whose ownership interests are part of the Interests. Upon the occurrence of an Event of Default, Bank may effect the transfer of the Interests into the name of Bank and cause the Interests to be issued in the name of Bank or

its transferee. Borrowers will execute and deliver such documents, and take or cause to be taken such actions, as Bank may reasonably request to perfect or continue the perfection of Bank' s security interest in the Interests. Unless an Event of Default shall have occurred and be continuing, Borrowers shall be entitled to exercise any rights with respect to the Interests and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon the occurrence and continuance of an Event of Default. The Interests are not held in a brokerage or similar securities account.

5. REPRESENTATIONS AND WARRANTIES.

Each Borrower represents and warrants as follows:

5.1 Due Organization and Qualification. Each Borrower and each Subsidiary is an entity duly existing under the laws of the jurisdiction in which it is organized and qualified and licensed to do business in any state in which the conduct of its business or its ownership of property requires that it be so qualified, except where the failure to do so could not reasonably be expected to cause a Material Adverse Effect.

5.2 Due Authorization; No Conflict. The execution, delivery, and performance of the Loan Documents are within each Borrower' s powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in such Borrower' s organizational documents, nor will they constitute an event of default under any material agreement by which such Borrower is bound. No Borrower is in default under any agreement by which it is bound, except to the extent such default would not reasonably be expected to cause a Material Adverse Effect.

5.3 Collateral. Each Borrower has rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of Liens, adverse claims and restrictions on transfer or pledge except for Permitted Liens. The Eligible Accounts are bona fide existing obligations. The property or services giving rise to such Eligible Accounts has been delivered or rendered to the account debtor or its agent for immediate shipment to and unconditional acceptance by the account debtor. No Borrower has received notice of actual or imminent Insolvency Proceeding of any account debtor whose accounts are included in any Borrowing Base Certificate as an Eligible Account. No licenses or agreements giving rise to such Eligible Accounts is with any Prohibited Territory or with any Person organized under or doing business in a Prohibited Territory. All Inventory is in all material respects of good and merchantable quality, free from all material defects, except for Inventory for which adequate reserves have been made. Except as set forth in the Schedule, none of the Collateral is maintained or invested with a Person other than Bank or Bank' s Affiliates.

5.4 Intellectual Property Collateral. Borrower is the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business. To the best of Borrower' s knowledge, each of the Copyrights, Trademarks and Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Borrower that any part of the Intellectual Property Collateral violates the rights of any third party except to the extent such claim could not reasonably be expected to cause a Material Adverse Effect. Except as set forth in the Schedule, Borrower' s rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service. Borrower is not a party to, or bound by, any agreement that restricts the grant by Borrower of a security interest in the Intellectual Property Collateral.

5.5 Name; Location of Chief Executive Office; Location of Inventory and Equipment. Except as disclosed in the Schedule, no Borrower has done business under any name other than that specified on the signature page hereof, and its exact legal name is as set forth in the first paragraph of this Agreement. The chief executive office and principal place of business of each Borrower is located at the address indicated in Section 10 hereof. Except as disclosed in the Schedule, all Collateral of such Borrower is located at the address indicated in Section 10 hereof.

5.6 Actions, Suits, Litigation, or Proceedings. Except as set forth in the Schedule, there are no actions, suits, litigation or proceedings, at law or in equity, pending by or against any Borrower or any Subsidiary before any court, administrative agency, or arbitrator in which a likely adverse decision could reasonably be expected to have a Material Adverse Effect.

5.7 No Material Adverse Change in Financial Statements. All consolidated and consolidating financial statements related to any Borrower and any Subsidiary that are delivered by a Borrower to Bank fairly present in all material respects such Borrower' s or Borrowers' consolidated and consolidating financial condition as of the date thereof and Borrower' s or Borrowers' consolidated and consolidating results of operations for the period then ended. There has not been a material adverse change in the consolidated or in the consolidating financial condition of any Borrower since the date of the most recent of such financial statements submitted to Bank.

5.8 Solvency, Payment of Debts. Each Borrower is able to pay its debts (including trade debts) as they mature; the fair saleable value of each Borrower' s assets (including goodwill minus disposition costs) exceeds the fair value of such Borrower' s liabilities; and no Borrower is left with unreasonably small capital after the transactions contemplated by this Agreement.

5.9 Compliance with Laws and Regulations. Each Borrower and each Subsidiary have met the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. No event has occurred resulting from any Borrower' s failure to comply with ERISA that is reasonably likely to result in such Borrower' s incurring any liability that could reasonably be expected to have a Material Adverse Effect. No Borrower is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940. No Borrower is engaged principally, or as one of the important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T, U, and X of the Board of Governors of the Federal Reserve System). Each Borrower has complied in all material respects with all the provisions of the Federal Fair Labor Standards Act. Each Borrower has complied in all material respects with all environmental laws, regulations and ordinances. No Borrower has violated any statutes, laws, ordinances or rules applicable to it, the violation of which could reasonably be expected to have a Material Adverse Effect. Each Borrower and each Subsidiary have filed or caused to be filed all tax returns required to be filed, and have paid, or have made adequate provision for the payment of, all taxes reflected therein except those being contested in good faith with adequate reserves under GAAP or where the failure to file such returns or pay such taxes could not reasonably be expected to have a Material Adverse Effect.

5.10 Investments. Borrowers do not own any Equity Interests of any Person, except for Permitted Investments.

5.11 Government Consents. Each Borrower and each Subsidiary have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of such Borrower' s business as currently conducted, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

5.12 Restricted Agreements. Except as disclosed on the Schedule or as timely disclosed in writing to Bank pursuant to Section 6.9, no Borrower is a party to, nor is bound by, any Restricted Agreement.

5.13 Full Disclosure. No representation, warranty or other statement made by a Borrower in any certificate or written statement furnished to Bank taken together with all such certificates and written statements furnished to Bank contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading, it being recognized by Bank that the projections and forecasts provided by Borrowers in good faith and based upon reasonable assumptions are not to be viewed as facts and that actual results during the period or periods covered by any such projections and forecasts may differ from the projected or forecasted results.

5.14 No Material Adverse Effect. No Material Adverse Effect or event reasonably expected to cause a Material Adverse Effect has occurred.

6. AFFIRMATIVE COVENANTS.

Each Borrower covenants that, until payment in full of all outstanding Obligations, and for so long as Bank may have any commitment to make a Credit Extension hereunder, each Borrower shall do all of the following:

6.1 Good Standing and Government Compliance. Each Borrower shall maintain its and each of its Subsidiaries' organizational existence and good standing in the Borrower State, shall maintain qualification and good standing in each other jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect, and shall furnish to Bank the organizational identification number issued to such Borrower by the authorities of the jurisdiction in which such Borrower is organized, if applicable. Borrowers shall meet, and shall cause each Subsidiary to meet, the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. Borrowers shall comply in all material respects with all applicable Environmental Laws, and maintain all material permits, licenses and approvals required thereunder where the failure to do so could reasonably be expected to have a Material Adverse Effect. Borrowers shall comply, and shall cause each Subsidiary to comply, with all statutes, laws, ordinances and government rules and regulations to which they are subject, and shall maintain, and shall cause each of its Subsidiaries to maintain, in force all licenses, approvals and agreements, the loss of which or failure to comply with which would reasonably be expected to have a Material Adverse Effect.

6.2 Financial Statements, Reports, Certificates. Borrowers shall deliver to Bank: (i) as soon as available, but in any event within thirty (30) days after the end of each calendar month, a company prepared consolidated and consolidating balance sheet, income statement, and cash flow statement covering Borrowers' operations during such period, in a form reasonably acceptable to Bank and certified by a Responsible Officer; (ii) as soon as available, but in any event within one hundred fifty (150) days after the end of Borrowers' fiscal year beginning with the fiscal year ending December 31, 2018, audited consolidated and consolidating financial statements of Borrowers prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified (including no going concern comment or qualification) or otherwise consented to in writing by Bank on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank; (iii) if applicable, copies of all statements, reports and notices sent or made available generally by Borrowers to their security holders or to any holders of Subordinated Debt and all reports on Forms 10-K and 10-Q filed with the Securities and Exchange Commission; (iv) within two (2) Business Days of receipt of notice thereof, a report of any legal actions pending or threatened against a Borrower or any Subsidiary that could result in damages or costs to such Borrower or any Subsidiary of One Hundred Thousand Dollars ($100,000) or more; (v) promptly upon receipt, each management letter prepared by Borrowers' independent certified public accounting firm regarding Borrowers' management control systems; (vi) as soon as available, but in any event within thirty (30) days after the end of Borrowers' fiscal year, each Borrower' s financial and business projections and operating budgets, annual budgets and forecasts (among other items reasonably requested by Bank) for the immediately following year, including a balance sheet, income statement and cash flow statement prepared on a monthly basis for the upcoming fiscal year, with evidence of approval thereof by such Borrower' s Board of Directors; (vii) such budgets, sales projections, operating plans or other financial information as Bank may reasonably request from time to time; and (viii) within thirty (30) days of the last day of each fiscal quarter, a report signed by Borrower, in form reasonably acceptable to Bank, listing any applications or registrations that Borrower has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations, as well as any material change in Borrower' s Intellectual Property Collateral, including but not limited to any subsequent ownership right of Borrower in or to any Trademark, Patent or Copyright not specified in Exhibits A, B, and C of any Intellectual Property Security Agreement delivered to Bank by Borrower in connection with this Agreement.

(a) Within thirty (30) days after the last day of each month, Borrowers shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C hereto, together with aged listings by invoice date of accounts receivable and accounts payable.

(b) Within thirty (30) days after the last day of each month, Borrowers shall deliver to Bank with the monthly financial statements a Compliance Certificate certified as of the last day of the applicable month and signed by a Responsible Officer in substantially the form of Exhibit D hereto.

(c) Immediately upon becoming aware of the occurrence or existence of an Event of Default hereunder, a written statement of a Responsible Officer setting forth details of the Event of Default, and the action which Borrowers have taken or proposes to take with respect thereto.

(d) Bank shall have a right from time to time hereafter to audit Borrowers' Accounts and appraise Collateral at Borrowers' expense, provided that after the Initial Audit such audits will be conducted no more often than every six (6) months unless an Event of Default has occurred and is continuing.

Borrowers may deliver to Bank on an electronic basis any certificates, reports or information required pursuant to this Section 6.2, and Bank shall be entitled to rely on the information contained in the electronic files, provided that Bank in good faith believes that the files were delivered by a Responsible Officer. If Borrowers deliver this information electronically, they shall also deliver to Bank by U.S. Mail, reputable overnight courier service, hand delivery, facsimile or .pdf file within five (5) Business Days of submission of the unsigned electronic copy the certification of monthly financial statements, the intellectual property report, the Borrowing Base Certificate and the Compliance Certificate, each bearing the physical signature of a Responsible Officer.

6.3 Inventory; Returns. Borrowers shall keep all Inventory in good and merchantable condition, free from all material defects except for Inventory for which adequate reserves have been made. Returns and allowances, if any, as between a Borrower and its account debtors shall be on the same basis and in accordance with the usual customary practices of such Borrower, as they exist on the Closing Date. Borrowers shall promptly notify Bank of all returns and recoveries and of all disputes and claims involving more than One Hundred Thousand Dollars ($100,000).

6.4 Taxes. Each Borrower shall make, and cause each Subsidiary to make, due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law, including, but not limited to, those laws concerning income taxes, F.I.C.A., F.U.T.A. and state disability, and will execute and deliver to Bank, on demand, proof satisfactory to Bank indicating that such Borrower or a Subsidiary has made such payments or deposits and any appropriate certificates attesting to the payment or deposit thereof; provided that such Borrower or a Subsidiary need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against (to the extent required by GAAP) by such Borrower.

6.5 Insurance. Each Borrower will keep the Collateral in good condition and will protect it from loss, damage, or deterioration from any cause. Each Borrower has and will maintain at all times (a) with respect to the Collateral, insurance under an "all risk" policy against fire and other risks customarily insured against, and (b) public liability insurance and other insurance as may be required by law or reasonably required by Bank. All personal property and hazard insurance policies shall be in amount, form and content, and written by companies as may be satisfactory to Bank, and shall contain a lender' s loss payable endorsement in favor of and acceptable to Bank. All real property insurance policies shall be in amount, form and content, and written by companies as may be satisfactory to Bank, and shall contain a mortgagee clause in favor of and acceptable to Bank. All general liability insurance policies shall be in amount, form and content, and written by companies as may be satisfactory to Bank, and shall show Bank as an additional insured. All such policies shall contain a provision whereby they may not be canceled or materially amended except upon thirty (30) days' prior written notice to Bank. Borrowers will promptly deliver to Bank, at Bank' s request, evidence satisfactory to Bank that such insurance has been so procured and, with respect to casualty insurance, made payable to Bank. Borrowers hereby appoint Bank, or any employee or agent of Bank, as Borrowers' attorney-in-fact, which appointment is coupled with an interest and irrevocable, and authorizes Bank, or any employee or agent of Bank, on behalf of Borrowers, to adjust and compromise any loss under said insurance and to endorse any check or draft payable to Borrowers in connection with returned or unearned premiums on said insurance or the proceeds of said insurance, and any amount so collected may be applied toward satisfaction of the Obligations; provided, however, that Bank shall not be required hereunder so to act. If Borrowers fail to maintain satisfactory insurance, Bank has the option (but not the obligation) to do so and Borrowers agree to repay all amounts so expended to Bank immediately upon demand, together with interest at the highest lawful default rate which could be charged by Bank on any Obligations. Such amounts so expended by Bank shall constitute Obligations secured by this Agreement.

6.6 Accounts. Beginning within one hundred twenty (120) days after the Closing Date and at all times thereafter, each Borrower shall maintain, and shall cause each of its Subsidiaries to maintain, all of its depository, operating and investment accounts with Bank. Borrowers shall open accounts at Bank, and cause such accounts to be operational, within ninety (90) days after the Closing Date and at all times thereafter.

6.7 Financial Covenants. None.

6.8 Registration of Intellectual Property Rights.

(a) Borrower shall (i) give Bank written notice prior to the filing of any applications or registrations of intellectual property rights with the United States Copyright Office and/or with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by Borrower; (ii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iii) upon filing any such applications or registrations, promptly (unless alternative timing is specified in Section 6.2) provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and "priority of its security interest in such intellectual property rights, and the date of such filing.

(b) Borrower shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank' s security interest in the Intellectual Property Collateral.

(c) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and trade secrets, (ii) detect infringements of the trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld.

(d) Bank may audit Borrower' s Intellectual Property Collateral to confirm compliance with Section 6.2 and this Section 6.8, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Bank shall have the right, but not the obligation, to take, at Borrower' s sole expense, any actions that Borrower is required under this Section 6.8 to take but which Borrower fails to take, after fifteen (15) days' notice to Borrower. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.8.

6.9 Restricted Agreement Consents. Prior to entering into or becoming bound by any Restricted Agreement, Borrower shall: (i) provide written notice to Bank of the material terms of such Restricted Agreement with a description of its likely impact on Borrower' s business or financial condition; and (ii) upon Bank' s request, will obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (A) Borrower' s interest in such licenses or contract rights to be deemed Collateral and for Bank to have a security interest in such license or contract right, and to have the power to assign such license or contract rights in connection with an enforcement of remedies, that might otherwise be restricted by the terms of the applicable license or agreement, whether now existing or entered into in the future, and (B) Bank to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Bank' s rights and remedies under this Agreement and the other Loan Documents.

6.10 Collection of Accounts Receivable.

(a) Non-Governmental Accounts Receivable.

(i) Within one hundred twenty (120) days of the Closing Date, (x) Borrowers shall establish the Company Non-Governmental Lockbox to which payments on Accounts Receivable payable by Account Debtors who are not Governmental Authorities to the Borrowers by check are sent and (y) Borrowers shall establish the Company Operating Account to which payments on Accounts Receivable payable by account debtors who are not Governmental Authorities to a Borrower by wire transfer or Automated Clearing House, Inc. payment are sent.

(ii) Within one hundred twenty (120) days of the Closing Date, Borrowers shall prepare, execute and deliver, or cause to be executed and delivered, with copies to Bank, to each non- Governmental Authority that pays on Accounts Receivable owing to a Borrower by wire transfer or Automated Clearing House, Inc. payment, an irrevocable Notice addressed to such non-Governmental Authority, which Notice shall direct such non-Governmental Authority to send such wire transfers or payments directly into the Company Operating Account.

(iii) Each Borrower covenants and agrees that, commencing within one hundred twenty (120) days of the Closing Date, all invoices and return envelopes to be sent to its account debtors that are not Governmental Authorities shall set forth only the address of the Company Non-Governmental Lockbox as a return address for payment on Accounts Receivable owing to such Borrower by check, and only the Company Operating Account for payment on Accounts Receivable owing to such Borrower by wire transfer or Automated Clearing House, Inc. payment. Each Borrower hereby further covenants and agrees to instruct and notify each of the members of its accounting and collections staff (including third party collection agencies) to provide identical information in communications with its account debtors that are not Governmental Authorities with respect to payment on Accounts Receivable owing to such Borrower by\ check or by wire transfer or Automated Clearing House, Inc. payment, as the case may be.

(iv) On the day received, or if such day is not a Business Day, on the next succeeding Business Day, Bank shall deposit all checks received in the Company Non-Governmental Lockbox to the Company Operating Account and apply and credit to the Company Operating Account all available transfers directed to such account.

(b) Governmental Accounts Receivable.

(i) Within one hundred twenty (120) days of the Closing Date, (x) Borrowers shall establish the Company Governmental Lockbox to which payments on Accounts Receivable payable by account debtors who are Governmental Authorities to a Borrower by check are sent and (y) Borrowers shall establish the Company Governmental Lockbox Account to which payment on Accounts Receivable payable by account debtors who are Governmental Authorities to a Borrower by wire transfer or Automated Clearing House, Inc. payment are sent.

(ii) Within one hundred twenty (120) days of the Closing Date, the Borrowers shall prepare, execute and deliver, or cause to be executed and delivered, with copies to Bank, to each Governmental Authority or its fiscal intermediary that pays Accounts Receivable owing to a Borrower by wire transfer or Automated Clearing House, Inc. payment, an irrevocable Notice addressed to such Governmental Authority, which Notice shall direct such Governmental Authority to send such wire transfers or payments directly into the Company Governmental Lockbox Account.

(iii) Each Borrower covenants and agrees that, commencing within one hundred twenty (120) days of the Closing Date, all invoices and return envelopes to be sent to its account debtors that are Governmental Authorities shall set forth only the address of the Company Governmental Lockbox as a return address for payment on Accounts Receivable owing to a Borrower by check, and only the Company Governmental Lockbox Account for payment on Accounts Receivable owing to a Borrower by wire transfer or Automated Clearing House, Inc. payment. Each Borrower hereby further covenants and agrees to instruct and notify each of the members of its accounting and collections staff (including third party collection agencies) to provide identical information in communications with its account debtors that are Governmental Authorities with respect to payment on Accounts Receivable owing to a Borrower by check or by wire transfer or Automated Clearing House, Inc. payment, as the case may be.

(iv) Borrowers shall maintain the Company Governmental Lockbox and the Company Governmental Lockbox Account, as the case may be, solely and exclusively for the receipt of payments on account of Accounts Receivable owing to a Borrower from account debtors who are Governmental Authorities, and

shall use its best efforts to ensure that no payments from any Person other than a Governmental Authority shall be sent to or deposited in the Company Governmental Lockbox or the Company Governmental Lockbox Account, as the case may be.

(v) Each Borrower hereby agrees and confirms that it has sole dominion and control over the Company Governmental Lockbox and the Company Governmental Lockbox Account. Each Borrower hereby provides the following standing revocable instruction (the "Company Standing Revocable Instruction") to Bank: On the day received, or if such day is not a Business Day, on the next succeeding Business Day, Bank shall (i) deposit all checks received in the Company Governmental Lockbox into the Company Governmental Lockbox Account, (ii) apply and credit to the Company Governmental Lockbox Account all transfers directed to such account; and (iii) transfer from the Company Governmental Lockbox Account all available funds held in the Company Governmental Lockbox Account to the Company Operating Account; provided, however, that such Company Standing Revocable Instruction is revocable by a Borrower at any time for any reason by such Borrower providing written instruction to the relationship manager responsible for such Borrower' s accounts (such written instruction, including any amendment or modification, a "Company Revocation Order") to Bank whereupon within three (3) Business Days of receipt of the Company Revocation Order Bank shall follow such Company Revocation Order and not the Company Standing Revocable Instruction.

(vi) Bank hereby waives, with respect to all of its existing and future claims against Borrowers or any Affiliate of Borrowers, all existing and future rights of set-off and banker' s Liens against the Governmental Lockboxes and the Governmental Lockbox Accounts and all items (and proceeds thereof) that come into its possession in connection with any of the Governmental Lockboxes or the Governmental Lockbox Accounts.

(c) Misdirected Payments; EOBs.

(i) In the event that any Borrower receives an EOB or a Misdirected Payment in the form of a check, such Borrower shall promptly send such EOB or check to the appropriate Non- Governmental Lockbox or Governmental Lockbox, as the case may be. In the event that any Borrower receives a Misdirected Payment in the form of cash, wire transfer, or Automated Clearing House, Inc. payment, such Borrower shall promptly wire transfer the amount of such Misdirected Payment directly into the appropriate Company Operating Account or Governmental Lockbox Account. All Misdirected Payments shall be sent promptly upon receipt thereof, and in no event later than the close of business, on the first Business Day after receipt thereof.

(ii) Each Borrower hereby agrees and consents to Bank taking such actions as are reasonably necessary to ensure that future payments from the account debtor of a Misdirected Payment shall be made in accordance with this Section 6.10, including, without limitation, to the maximum extent permitted by law, (i) Bank executing on such Borrower' s behalf and delivering to such account debtor new remittance information, and (ii) Bank contacting such account debtor by telephone to confirm the proper remittance information. Upon Bank' s request, each Borrower shall promptly (and in any event, within two Business Days from such request) take such similar actions as Bank may reasonably request.

6.12 Collection of Accounts Receivable; Management of Collateral.

(a) Until Bank has advised a Borrower to the contrary in writing after the occurrence and during the continuance of an Event of Default, a Borrower may and will enforce, collect and receive all amounts owing on the Accounts Receivable of such Borrower for Bank' s benefit and on Bank' s behalf, but at such Borrower' s expense; such privilege shall terminate, to the maximum extent permitted by law, at the election of Bank, upon the occurrence and during the continuance of an Event of Default and written notice to a Borrower of such termination.

(b) To the maximum extent permitted by law, after the occurrence and during the continuance of an Event of Default, Bank may or its designee may send a notice of assignment and/or notice of the Bank' s security interest to any and all account debtors or third parties holding or otherwise concerned with any of the Collateral, and thereafter so long as such Event of Default continues Bank or its designee shall have the sole right to collect the Accounts Receivable and/or take possession of the Collateral and the books and records relating thereto.

(c) If any Account includes a charge for any tax payable to any Governmental Authority, Bank is hereby authorized (but in no event obligated) in its discretion to pay the amount thereof to the proper taxing authority for the Borrower' account and to charge such Borrower therefor unless such Borrower had, prior to such payment being made by Bank, notified Bank that it is contesting such tax in good faith. The Borrowers shall notify Bank if any Account includes any taxes due to any such Governmental Authority and, in the absence of such notice, Bank shall have the right to retain the full proceeds of such Account and shall not be liable for any taxes that may be due by reason of the sale and delivery creating such Account.

6.12 Accounts Receivable Documentation. Borrowers shall not re-date any invoice or sale or make sales on extended dating beyond that customary in the Borrowers' industry and consistent with the past practices, and shall not re-bill, outside of its normal course of business, any Accounts Receivable without promptly disclosing the same to Bank and providing Bank with a copy of such re-billing, identifying the same as such. If any Borrower becomes aware of anything materially detrimental to any of the Borrower' s customers' credit, such Borrower will promptly advise Bank thereof.

6.13 Status of Accounts Receivable and Other Collateral. With respect to Collateral of any Borrower at the time the Collateral becomes subject to Bank' s Lien, each Borrower covenants, represents and warrants: (a) none of the transactions underlying or giving rise to any Account shall violate any applicable state or federal laws or regulations, and all documents relating thereto shall be legally sufficient under such laws or regulations and shall be legally enforceable in accordance with their terms; (b) no agreement under which any deduction or offset of any kind, other than normal trade discounts and rebates, may be granted or shall have been made by such Borrower at or before the time such Account is created; (c) all agreements, instruments and other documents relating to any Account shall be true and correct and in all material respects what they purport to be; (d) all signatures and endorsements that appear on all material agreements, instruments and other documents relating to any Account shall be genuine and all signatories and endorsers shall have full capacity to contract; (e) if any amount payable under or in connection with any Account is evidenced by a promissory note or other instrument, such promissory note or instrument shall be immediately pledged, endorsed, assigned and delivered to Bank as additional Collateral, to the maximum extent permitted by law; (f) such Borrower shall not re-date any invoice or sale or make sales on extended dating beyond that which is customary in the ordinary course of its business and in the industry; (g) such Borrower will timely and fully comply in all material respects with the Credit and Collection Policy in regard to each Account and the related contract, and it shall maintain, at its expense, in full operation each of the Governmental Lockboxes, the Non-Governmental Lockboxes, the Governmental Lockbox Accounts, and the Company Operating Account required to be maintained under this Agreement; (h) such Borrower shall do nothing, nor suffer or permit any other Person, to impede or interfere with the collection by Bank or any other Person designated by the Agent on its behalf, of the Accounts Receivable; (i) the Borrower' s Medicare and Medicaid cost reports, if any, with respect to the Accounts Receivable for all cost reporting periods ending on or before the date of the last audited cost report have been filed on a timely basis with (i), as to Medicaid, the applicable state agency or other CMS-designated agents or agents of such state agency, charged with such responsibility or (ii), as to Medicare, the Medicare intermediary or other CMS-designated agents charged with such responsibility, except for delays caused by factors not in the control of such Borrower; to the extent any of the foregoing agencies have examined or audited such cost reports, there have been no material deficiencies discovered with respect thereto; and, to such Borrower' s knowledge, there is no basis for any Governmental Authority to assert an offset against any Borrower; (j) the goods and services provided and reflected by the Accounts Receivable were medically necessary for the customer or patient, and, to such Borrower' s knowledge, the customer or patient has received such goods and services; (k) to such Borrower' s knowledge, the fees charged for the goods and services constituting the basis for the Accounts Receivable are consistent with the usual, customary and reasonable fees charged by other similar medical providers for the same or similar goods in such Borrower' s and in the community in which the patient resides; (1) any insurance policy, contract or other instrument obligating an account debtor to make payment with respect to an Account (i) to such Borrower' s knowledge, does not contain any provision prohibiting the grant of a security interest in such payment obligation from the patient to a Borrower, or from a Borrower to Bank, (ii) has been duly authorized and, together with the Account, constitutes the legal, valid and binding obligation of the account debtor in accordance with its terms, (iii) to such Borrower' s knowledge, together with the Account, does not contravene in any material respect any requirement of law applicable thereto, and (iv) was in full force and effect and applicable to the customer or patient at the time the goods or services constituting the basis for the Account were sold or performed; and (m) to such Borrower' s knowledge, the insurance policy, contract or other instrument obligating a Governmental Authority to make payment with respect to an Account (i) has been duly authorized and, together with the applicable Account, constitutes the legal, valid and binding

obligation of the Governmental Authority in accordance with its terms, (ii) together with the applicable Account, does not contravene in any material respect any requirement of law applicable thereto, and (iii) was in full force and effect and applicable to the customer or patient at the time the goods or services constituting the basis for the Account were sold or performed.

6.14 Collateral Custodian. To the maximum extent permitted by law, upon the occurrence and during the continuance of any Event of Default, Bank or its designee may, and at the direction of Bank, shall at any time and from time to time employ and maintain on the premises of any Borrower a custodian selected by Bank or its designee who shall have full authority to do all acts necessary to protect the Banks' interests. Each Borrower hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever Bank may reasonably request to preserve the Collateral. All reasonable costs and expenses incurred by Bank or its designee by reason of the employment of the custodian shall be the responsibility of the Borrowers.

6.16 Formation or Acquisition of Subsidiaries. Notwithstanding and without limiting the generality of the negative covenants contained in Sections 7.3 and 7.7 hereof, at the time that Borrower forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Closing Date, Borrower shall (a) cause such new Subsidiary to provide to Bank a secured guaranty or joinder to this Agreement to cause such Subsidiary to become a guarantor or co-borrower hereunder, together with such appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Bank (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), (b) provide to Bank appropriate certificates and powers, and financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary, in form and substance satisfactory to Bank, and (c) provide to Bank all other documentation in form and substance satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 6.16 shall be a Loan Document.

6.17 Further Assurances. At any time and from time to time each Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Bank to effect the purposes of this Agreement.

7. NEGATIVE COVENANTS.

Each Borrower covenants and agrees that, so long as any credit hereunder shall be available and until the outstanding Obligations are paid in full or for so long as Bank may have any commitment to make any Credit Extensions, each Borrower shall not do any of the following:

7.1 Dispositions. Convey, sell, lease, license, transfer or otherwise dispose of (collectively, to "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, or subject to Section 6.6, move cash balances on deposit with Bank to accounts opened at another financial institution, other than Permitted Transfers.

7.2 Change in Name, Location, Executive Office, or Executive Management; Change in Business; Change in Fiscal Year; Change in Control. Change its name or the Borrower State or relocate its chief executive office or principal place of business without thirty (30) days prior written notification to Bank (it being understood that Paladina will be moving its executive office on or before September 30, 2018 to another location in Denver, Colorado; Borrower shall provide that new location' s address to Bank upon that address being determined and in any event within thirty (30) days prior to such move); replace its chief executive officer or chief financial officer without thirty (30) days prior written notification to Bank; engage in any business, or permit any of its Subsidiaries to engage in any business, other than or reasonably related or incidental to the businesses currently engaged in by such Borrower; change its fiscal year end; have a Change in Control.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other business organization (other than mergers or consolidations of a Subsidiary into another Subsidiary or into a Borrower), or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the Equity Interests or property of another Person, or enter into any agreement to do any of the same except for acquisitions for which the Permitted Acquisition Conditions have been satisfied and for which Bank has indicated so

in writing. As used herein, "Permitted Acquisition Conditions" means (i) such acquisitions are funded solely with cash proceeds received by Borrower from the simultaneous issuance of new equity securities to NEA or other investors satisfactory to Bank, (ii) no Liens will be incurred, assumed, or would exist with respect to the assets of any target (or new Person formed in connection with an acquisition) or Borrower or its Subsidiaries as a result of such acquisitions, other than Permitted Liens, (iii) no Indebtedness will be incurred, assumed, or would exist with respect to any target (or new Person formed in connection with an acquisition) or Borrower or its Subsidiaries as a result of such acquisition (including without limitation any deferred purchase price payments, earnout payments or other similar payments or financing obligations), other than Permitted Indebtedness, (iv) such acquisitions do not result in a change in management, (v) no Event of Default has occurred, is continuing or would exist after giving effect to such transactions, (vi) such transactions do not result in a Change in Control, (vii), such acquisitions are accretive (other than Allowable Non-Accretive Acquisitions), defined as EBITDA positive as determined by Bank and verified by audited financial statements satisfactory to Bank and/or a quality of earnings statement satisfactory to Bank, and (viii) such transactions are of Persons, or of Equity Interests of Persons, engaged in either the same line of business as Borrower or a line of business that is similar or reasonably related to such line of business, (ix) Borrower is the surviving entity, (x) prior to entering into any such acquisition, Borrower shall deliver to Bank evidence of compliance, in each case on a pro forma basis both prior to and after such acquisition, with all covenants and terms of this Agreement in form and substance satisfactory to Bank, and (xi) prior to entering into any such acquisition, Borrower shall deliver to Bank the purchase and sale and/or acquisition agreements and related documentation as relevant and such financial and other information as Bank may request from time to time. For the avoidance of doubt, (a) all targets and any new Persons formed in connection with an acquisition or other Persons acquired in any acquisition permitted pursuant to this Section 7.3 shall, simultaneous with the closing of such acquisition, become a Borrower in compliance with Section 6.16 and grant Bank a blanket lien on its assets and comply with all provisions of this Agreement, and (b) Borrower' s financial statements shall include such targets or other Persons on a consolidated basis, and (c) satisfaction of the foregoing clauses (a) and (b) are "Permitted Acquisition Conditions". As used herein, "Allowable Non-Accretive Acquisitions" means acquisitions (i) of companies with a historical cash burn of no greater than Five Million Dollars ($5,000,000) per year on a pro forma basis when combined with Borrower (Paladina), (ii) for which Borrower (Paladina) has demonstrated unrestricted cash on hand and committed equity line availability in an aggregate amount that exceeds the Obligations by an amount sufficient to cover at least nine (9) months of projected combined cash burn of Borrower (Paladina) and the target.

7.4 Indebtedness. Create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrowers an obligation to prepay any Indebtedness, except Indebtedness to Bank.

7.5 Encumbrances. Create, incur, assume or allow any Lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries so to do, except for Permitted Liens, or covenant to any other Person that Borrowers in the future will refrain from creating, incurring, assuming or allowing any Lien with respect to any of Borrowers' property.

7.6 Distributions. Pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any Equity Interests, except that a Borrower may (i) repurchase the Equity Interests of former employees pursuant to equity repurchase agreements as long as an Event of Default does not exist prior to such repurchase or would not exist after giving effect to such repurchase, and (ii) repurchase the Equity Interests of former employees pursuant to equity repurchase agreements by the cancellation of indebtedness owed by such former employees to such Borrower regardless of whether an Event of Default exists.

7.7 Investments. Directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries to do so, other than Permitted Investments, or maintain or invest any of its property with a Person other than Bank or Bank' s Affiliates or permit any Subsidiary to do so unless such Person has entered into a control agreement with Bank, in form and substance satisfactory to Bank, or suffer or permit any Subsidiary to be a party to, or be bound by, an agreement that restricts such Subsidiary from paying dividends or otherwise distributing property to Borrowers. Further, Borrowers shall not enter into any license or agreement with any Prohibited Territory or with any Person organized under or doing business in a Prohibited Territory.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of a Borrower except for transactions that are in the ordinary course of such Borrower' s business, upon fair and reasonable terms that are no less favorable to such Borrower than would be obtained in an arm' s length transaction with a non-affiliated Person.

7.9 Subordinated Debt. Make any payment in respect of any Subordinated Debt, or permit any of its Subsidiaries to make any such payment, except in compliance with the terms of such Subordinated Debt and the terms of the subordination agreement relating to such Subordinated Debt, or amend any provision of any document evidencing such Subordinated Debt, except in compliance with the terms of the subordination agreement relating to such Subordinated Debt, or amend any provision affecting Bank' s rights contained in any documentation relating to the Subordinated Debt without Bank' s prior written consent.

7.10 Inventory and Equipment. Store the Inventory or the Equipment with a bailee, warehouseman, or similar third party unless the third party has been notified of Bank' s security interest and Bank (a) has received an acknowledgment from the third party that it is holding or will hold the Inventory or Equipment for Bank' s benefit or (b) is in possession of the warehouse receipt, where negotiable, covering such Inventory or Equipment. Except for Inventory sold in the ordinary course of business and except for such other locations as Bank may approve in writing, Borrowers shall keep the Inventory and Equipment only at the location set forth in Article 10, the locations disclosed in the current Schedule, and such other locations of which Borrowers have (i) provided Bank thirty (30) days prior written notice and (ii) taken all necessary action as requested by Bank in order to ensure that assets located at such locations are secured and that Bank has a perfected, first priority Lien on such assets (including, without limitation, executing additional security documentation and obtaining landlord waivers, mortgage waivers, bailee waivers, or equipment waivers in form and substance reasonably satisfactory to Bank).

7.11 No Investment Company; Margin Regulation. Become or be controlled by an "investment company," within the meaning of the Investment Company Act of 1940, or become principally engaged in, or undertake as one of its important activities, the business of extending credit for the purpose of purchasing or carrying margin stock, or use the proceeds of any Credit Extension for such purpose.

7.12 Earnout Payments. Any and all debt, deferred purchase price payments, earnout payments and other similar payments from acquisitions shall require Bank' s prior written consent and be subordinated to all of Borrowers' now or hereafter Indebtedness to Bank on terms and conditions acceptable to Bank in its sole discretion. Borrower shall not make any payment in respect of any such debt, deferred purchase price payment or earnout without Bank' s prior written consent.

7.13 Transfers; Investments to Parent Entities. No Borrower shall pay or transfer any cash or other property to, or make any Investments in, any Parent Entity without Bank' s prior written consent. As used herein, a "Parent Entity" includes Paladina DPC Holding Co., LLC, NEAPH Acquisitionco, Inc., NEAPH HOLDINGS, LLC, DPC Vail, LLC, Paladina Health Group of Texas and/or any other parent entity or Affiliate of a Borrower, the successors and assigns of each of the foregoing. The foregoing shall not prohibit Paladina from (i) making distributions to each of its members (collectively, "Tax Distributions") in an amount not greater than the actual current income tax payments required to be made by each such member based upon the income of such member accruing due to the election of Borrower to be taxed as a limited liability company under the United States Internal Revenue Code and based upon the operations of Borrower and the resulting actual federal tax liability of such member unless an Event of Default has occurred that is continuing or would exist after given effect to such Tax Distributions, and (ii) issuing equity securities to Paladina DPC Holding Co., LLC in the ordinary course of business in exchange for cash funded to Paladina by Paladina DPC Holding Co., LLC.

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an Event of Default by Borrowers under this Agreement:

8.1 Payment Default. If Borrowers fail to pay any of the Obligations when due;

8.2 Covenant Default.

(a) If any Borrower fails to perform any obligation under Article 6 or violates any of the covenants contained in Article 7 of this Agreement; or

(b) If any Borrower fails or neglects to perform or observe any other material term, provision, condition, covenant contained in this Agreement, in any of the Loan Documents, or in any other present or future agreement between any Borrower and Bank and as to any default under such other term, provision, condition or covenant that can be cured, has failed to cure such default within fifteen (15) days after such Borrower receives notice thereof or any officer of such Borrower becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the fifteen (15) day period or cannot after diligent attempts by such Borrower be cured within such fifteen (15) day period, and such default is likely to be cured within a reasonable time, then such Borrower shall have an additional reasonable period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, so long as such Borrower continues to diligently attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default but no Credit Extensions will be made;

8.3 Material Adverse Change. If there occurs any circumstance or circumstances that could reasonably be expected to have a Material Adverse Effect;

8.4 Attachment. If any material portion of a Borrower' s and/or its Subsidiaries assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within five (5) Business Days, or if a Borrower and/or its Subsidiaries is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of a Borrower' s and/or its Subsidiaries assets, or if a notice of lien, levy, or assessment is filed of record with respect to any of a Borrower' s and/or its Subsidiaries assets by the United States, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within five (5) Business Days after such Borrower and/or its Subsidiaries receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by such Borrower and/or its Subsidiaries (provided that no Credit Extensions will be made during such cure period);

8.5 Insolvency. If a Borrower and/or its Subsidiaries becomes insolvent, or if an Insolvency Proceeding is commenced by a Borrower and/or its Subsidiaries, or if an Insolvency Proceeding is commenced against a Borrower and/or its Subsidiaries and is not dismissed or stayed within thirty (30) days (provided that no Credit Extensions will be made prior to the dismissal of such Insolvency Proceeding);

8.6 Other Agreements. If there is a default or other failure to perform in any agreement to which a Borrower and/or its Subsidiaries is a party with a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of One Hundred Thousand Dollars ($100,000) or that would reasonably be expected to have a Material Adverse Effect;

8.7 Subordinated Debt. If a Borrower and/or its Subsidiaries makes any payment on account of Subordinated Debt, except to the extent the payment is allowed under any subordination agreement entered into with Bank;

8.8 Judgments; Settlements. If one or more (a) judgments, orders, decrees or arbitration awards requiring any Borrower and/or its Subsidiaries to pay an aggregate amount of One Hundred Thousand Dollars ($100,000) or greater shall be rendered against such Borrower and/or its Subsidiaries and the same shall not have been vacated or stayed within ten (10) days thereafter (provided that no Credit Extensions will be made prior to such matter being vacated or stayed); or (b) settlements is agreed upon by a Borrower and/or its Subsidiaries for the payment by such Borrower and/or its Subsidiaries of an aggregate amount of One Hundred Thousand Dollars ($100,000) or greater or that could reasonably be expected to have a Material Adverse Effect;

8.9 Misrepresentations. If any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth herein or in any certificate delivered to Bank by any Responsible Officer pursuant to this Agreement or to induce Bank to enter into this Agreement or any other Loan Document; or

8.10 Guaranty. If any guaranty of all or a portion of the Obligations ("Guaranty") ceases for any reason to be in full force and effect, or any guarantor fails to perform any obligation under any Guaranty or a security agreement securing any Guaranty (collectively, the "Guaranty Documents"), or any event of default occurs under any Guaranty Document or any guarantor revokes or purports to revoke a Guaranty, or any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth in any Guaranty Document or in any certificate delivered to Bank in connection with any Guaranty Document, or if any of the circumstances described in Sections 8.3 through 8.9 occur with respect to any guarantor.

8.11 Company Standing Revocable Instruction. If Borrower revokes a Company Standing a Revocable Instruction (as defined in Section 6.10 (b)(v)).

9. BANK' S RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default (beyond any applicable grace period), Bank may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by each Borrower:

(a) Declare all Obligations, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 8.5 (insolvency), all Obligations shall become immediately due and payable without any action by Bank);

(b) Cease advancing money or extending credit to or for the benefit of a Borrower under this Agreement or under any other agreement between a Borrower and Bank;

(c) Settle or adjust disputes and claims directly with account debtors for amounts, upon terms and in whatever order that Bank reasonably considers advisable;

(d) Make such payments and do such acts as Bank considers necessary or reasonable to protect its security interest in the Collateral. Each Borrower agrees to assemble the Collateral if Bank so requires, and to make the Collateral available to Bank as Bank may designate. Each Borrower authorizes Bank to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in Bank' s determination appears to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to any of Borrowers' owned premises, Borrowers hereby grant Bank a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Bank' s rights or remedies provided herein, at law, in equity, or otherwise;

(e) Set off and apply to the Obligations any and all (i) payments received by Bank, (ii) balances and deposits of any Borrower held by Bank, and (iii) indebtedness at any time owing to or for the credit or the account of any Borrower held by Bank;

(f) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral. Bank is hereby granted a license or other right, solely pursuant to the provisions of this Section 9.1, to use, without charge, any Borrower' s labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank' s exercise of its rights under this Section 9.1, any Borrower' s rights under all licenses and all franchise agreements shall inure to Bank' s benefit;

(g) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including a Borrower' s premises) as Bank determines is commercially reasonable, and apply any proceeds to the Obligations in whatever manner or order Bank deems appropriate. Bank may sell the Collateral without giving any warranties as to the Collateral. Bank may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Bank sells any of the Collateral upon credit, Borrowers will be credited only with payments actually made by the purchaser, received by Bank, and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Bank may resell the Collateral and Borrowers shall be credited with the proceeds of the sale;

(h) Bank may credit bid and purchase at any public sale;

(i) Apply for the appointment of a receiver, trustee, liquidator or conservator of the Collateral, without notice and without regard to the adequacy of the security for the Obligations and without regard to the solvency of a Borrower, any guarantor or any other Person liable for any of the Obligations; and

(j) Any deficiency that exists after disposition of the Collateral as provided above will be paid immediately by Borrowers.

Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

9.2 Power of Attorney. Effective only upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints Bank (and any of Bank' s designated officers, or employees) as Borrower' s true and lawful attorney to: (a) send requests for verification of Accounts or notify account debtors of Bank' s security interest in the Accounts; (b) endorse Borrower' s name on any checks or other forms of payment or security that may come into Bank' s possession; (c) sign Borrower' s name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to account debtors; (d) dispose of any Collateral; (e) make, settle, and adjust all claims under and decisions with respect to Borrower' s policies of insurance; (f) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which Bank determines to be reasonable; (g) enter into a short-form intellectual property security agreement consistent with the terms of this Agreement for recording purposes only or modify, in its sole discretion, any intellectual property security agreement entered into between Borrower and Bank without first obtaining Borrower' s approval of or signature to such modification by amending Exhibits A, B, and C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Borrower no longer has or claims to have any right, title or interest; and (h) file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Borrower where permitted by law; provided Bank may exercise such power of attorney to sign the name of Borrower on any of the documents described in clauses (g) and (h) above regardless of whether an Event of Default has occurred. The appointment of Bank as Borrower' s attorney in fact, and each and every one of Bank' s rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank' s obligation to provide advances hereunder is terminated.

9.3 Accounts Collection. At any time after the occurrence and during the continuation of an Event of Default, Bank may notify any Person owing funds to a Borrower of Bank' s security interest in such funds and verify the amount of such Account. Each Borrower shall collect all amounts owing to such Borrower for Bank, receive in trust all payments as Bank' s trustee, and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit.

9.4 Bank Expenses. If a Borrower fails to pay any amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then Bank may do any or all of the following after reasonable notice to such Borrower: (a) make payment of the same or any part thereof; (b) set up such reserves under the Revolving Line as Bank deems necessary to protect Bank from the exposure created by such failure; or (c) obtain and maintain insurance policies of the type discussed in Section 6.5 of this Agreement, and

take any action with respect to such policies as Bank deems prudent. Any amounts so paid or deposited by Bank shall constitute Bank Expenses, shall be immediately due and payable, and shall bear interest at the then applicable rate hereinabove provided, and shall be secured by the Collateral. Any payments made by Bank shall not constitute an agreement by Bank to make similar payments in the future or a waiver by Bank of any Event of Default under this Agreement.

9.5 Bank' s Liability for Collateral. Bank has no obligation to clean up or otherwise prepare the Collateral for sale. All risk of loss, damage or destruction of the Collateral shall be borne by Borrowers.

9.6 No Obligation to Pursue Others. Bank has no obligation to attempt to satisfy the Obligations by collecting them from any other Person liable for them and Bank may release, modify or waive any collateral provided by any other Person to secure any of the Obligations, all without affecting Bank' s rights against Borrowers. Each Borrower waives any right it may have to require Bank to pursue any other Person for any of the Obligations.

9.7 Remedies Cumulative. Bank' s rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Bank shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Bank of one right or remedy shall be deemed an election, and no waiver by Bank of any Event of Default on a Borrower' s part shall be deemed a continuing waiver. No delay by Bank shall constitute a waiver, election, or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given. Each Borrower expressly agrees that this Section 9.7 may not be waived or modified by Bank by course of performance, conduct, estoppel or otherwise.

9.8 Demand; Protest. Except as otherwise provided in this Agreement, each Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment and any other notices relating to the Obligations.

9.9 Interests. Each Borrower recognizes that Bank may be unable to effect a public sale of any or all the Interests, by reason of certain prohibitions contained in federal securities laws and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Borrower acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Bank shall be under no obligation to delay a sale of any of the Interests for the period of time necessary to permit the issuer thereof to register such securities for public sale under federal securities laws or under applicable state securities laws, even if such issuer would agree to do so.

10. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by facsimile to Borrowers or to Bank, as the case may be, at its addresses set forth below:

If to Borrowers: c/o Paladina Health, LLC
1551 Wewatta Street
Denver, Colorado 80202
Attn: V.P. of Finance and Paladina General Counsel
FAX: (888) 972-1735

If to Bank:	Comerica Bank M/C 7578 39200 Six Mile Rd. Livonia, MI 48152 Attn: National Documentation Services
with a copy to:	Comerica Bank 10500 NE 8th Street, Suite 1905 Bellevue, WA 98004 Attn: Douglas Hollenbeck FAX: (425)452-2510

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

11. CHOICE OF LAW, VENUE, AND JURISDICTION; JURY TRIAL WAIVER.

11.1 THE PARTIES HEREBY AGREE THAT THIS AGREEMENT AND ALL OTHER LOAN DOCUMENTS, INSTRUMENTS AND AGREEMENTS RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS. BORROWERS AND BANK EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) CONSENTS AND SUBMITS TO THE SOLE A\D EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF CALIFORNIA, AND ANY APPELLATE COURT THEREOF, (II) AGREES THAT ALL ACTIONS AND PROCEEDINGS BASED UPON, ARISING OUT OF, RELATING TO OR OTHERWISE CONCERNING THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT RELATED TO THIS AGREEMENT, INCLUDING ALL CLAIMS FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, SHALL SOLELY AND EXCLUSIVELY BE BROUGHT, HEARD, AND DETERMINED (LITIGATED) IN SUCH COURTS, (HI) ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, THE SOLE AND EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, (IV) WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED UPON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO BRINGING OR MAINTAINING ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION, AND (V) AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT, OR ANY SUCH OTHER DOCUMENT, INSTRUMENT OR AGREEMENT. NOTHING HEREIN SHALL LIMIT THE RIGHT OF BANK TO BRING ANY ACTION OR PROCEEDING AGAINST A BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE ENFORCEMENT OF ANY LIENS OR SECURITY INTERESTS IN FAVOR OF BANK ON ANY OF A BORROWER' S PROPERTIES OR ASSETS.

11.2 JURY TRIAL WAIVER. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

12. JUDICIAL REFERENCE PROVISION.

12.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

12.2 With the exception of the items specified in Section 12.3, below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will

be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

12.3 The matters that shall not be subject to a reference are the following: (i) foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Judicial Reference Provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference proceeding pursuant to this Judicial Reference Provision as provided herein.

12.4 The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

12.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

12.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party' s failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

12.7 Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee' s power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

12.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any

appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

12.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

12.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS JUDICIAL REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS JUDICIAL REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

13. GENERAL PROVISIONS.

13.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties and shall bind all persons who become bound as a debtor to this Agreement; provided, however, that neither this Agreement nor any rights hereunder may be assigned by any Borrower without Bank' s prior written consent, which consent may be granted or withheld in Bank' s sole discretion. Bank shall have the right without the consent of or notice to Borrowers to sell, assign, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank' s obligations, rights and benefits hereunder.

13.2 **INDEMNIFICATION AND HOLD HARMLESS. WITHOUT LIMITING ANY OTHER PROVISIONS OF THIS AGREEMENT, EACH BORROWER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, IN-HOUSE AND OUTSIDE ATTORNEYS' FEES AND DISBURSEMENTS, INCURRED BY BANK IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY LOANS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR BY REASON OF ANY DEFAULT OR EVENT OF DEFAULT, OR ENFORCING THE OBLIGATIONS OF BORROWERS OR ANY LOAN PARTY UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, AS APPLICABLE, OR IN EXERCISING ANY RIGHTS OR REMEDIES OF BANK OR IN THE PROSECUTION OR DEFENSE OF ANY ACTION OR PROCEEDING CONCERNING ANY MATTER GROWING OUT OF OR CONNECTED WITH THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE APPLICABLE, AND THE BORROWERS SHALL NOT BE LIABLE FOR ANY SUCH LOSSES, COSTS, DAMAGES, LIABILITIES OR EXPENSES, TO THE EXTENT (BUT ONLY TO THE EXTENT) THE SAME ARISE OR RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK OR ANY OF ITS AGENTS OR EMPLOYEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE REPAYMENT OF THE INDEBTEDNESS AND SATISFACTION OF ALL OBLIGATIONS OF BORROWERS TO BANK AND TERMINATION OF THIS AGREEMENT.**

13.3 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

13.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

13.5 Amendments in Writing, Integration. All amendments to or terminations of this Agreement or the other Loan Documents must be in writing signed by the parties. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement and the other Loan Documents, if any, are merged into this Agreement and the Loan Documents.

13.6 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

13.7 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding or Bank has any obligation to make any Credit Extension to Borrowers. The obligations of Borrowers to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in Section 13.2 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run.

13.8 Confidentiality. In handling any confidential information, Bank and all employees and agents of Bank shall exercise the same degree of care that Bank exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that disclosure of such information may be made (i) to the parent, subsidiaries, or Affiliates and service providers of Bank, (ii) to prospective transferees, participants, or purchasers of any interest in the Obligations, (iii) as required by law, regulations, rule or order, subpoena, judicial order or similar order, (iv) as may be required in connection with the examination, audit or similar investigation of Bank, (v) to Bank' s accountants, auditors and regulators, and (vi) as Bank may determine in connection with the enforcement of any remedies hereunder. Confidential information hereunder shall not include information that either: (a) is in the public domain or in the knowledge or possession of Bank when disclosed to Bank, or becomes part of the public domain after disclosure to Bank through no fault of Bank; or (b) is disclosed to Bank by a third party, provided Bank does not have actual knowledge that such third party is prohibited from disclosing such information.

14. CO-BORROWER PROVISIONS.

14.1 Primary Obligation. This Agreement is a primary and original obligation of each Borrower and shall remain in effect notwithstanding future changes in conditions, including any change of law or any invalidity or irregularity in the creation or acquisition of any Obligations or in the execution or delivery of any agreement between Bank and any Borrower. Each Borrower shall be liable for existing and future Obligations as fully as if all of all Credit Extensions were advanced to such Borrower. Bank may rely on any certificate or representation made by any Borrower as made on behalf of, and binding on, all Borrowers, including without limitation Disbursement Request Forms, Borrowing Base Certificates and Compliance Certificates. Furthermore, the successful operation of each Borrower is dependent on the continued successful performance of the integrated group of Borrowers, such that each Borrower will benefit from any Credit Extensions Bank makes to another Borrower.

14.2 Enforcement of Rights. Borrowers are jointly and severally liable for the Obligations and Bank may proceed against one or more of the Borrowers to enforce the Obligations without waiving its right to proceed against any of the other Borrowers.

14.3 Borrowers as Agents. Each Borrower appoints the other Borrower as its agent with all necessary power and authority to give and receive notices, certificates or demands for and on behalf of both Borrowers, to act as disbursing agent for receipt of any Credit Extensions on behalf of each Borrower and to apply to Bank on behalf of each Borrower for Credit Extensions, any waivers and any consents. This authorization cannot be revoked, and Bank need not inquire as to each Borrower' s authority to act for or on behalf of Borrower.

14.4 Subrogation and Similar Rights. Notwithstanding any other provision of this Agreement or any other Loan Document, each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating the Borrower to the rights of Bank under the Loan Documents) to seek contribution, indemnification, or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by the Borrower with respect to the Obligations in connection with the Loan Documents otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by the Borrower with respect to the Obligations in connection with the Loan Documents or otherwise. Any agreement providing for

indemnification, reimbursement or any other arrangement prohibited under this Section 14.4 shall be null and void. If any payment is made to a Borrower in contravention of this Section 14.4, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured.

14.5 Waivers of Notice. Except as otherwise provided in this Agreement, each Borrower waives notice of acceptance hereof; notice of the existence, creation or acquisition of any of the Obligations; notice of an Event of Default; notice of the amount of the Obligations outstanding at any time; notice of intent to accelerate; notice of acceleration; notice of any adverse change in the financial condition of any other Borrower or of any other fact that might increase the Borrower' s risk; presentment for payment; demand; protest and notice thereof as to any instrument; default; and all other notices and demands to which the Borrower would otherwise be entitled. Each Borrower waives any defense arising from any defense of any other Borrower, or by reason of the cessation from any cause whatsoever of the liability of any other Borrower. Bank' s failure at any time to require strict performance by any Borrower of any provision of the Loan Documents shall not waive, alter or diminish any right of Bank thereafter to demand strict compliance and performance therewith. Nothing contained herein shall prevent Bank from foreclosing on the Lien of any deed of trust, mortgage or other security instrument, or exercising any rights available thereunder, and the exercise of any such rights shall not constitute a legal or equitable discharge of any Borrower. Each Borrower also waives any defense arising from any act or omission of Bank that changes the scope of the Borrower' s risks hereunder.

14.6 Subrogation Defenses. Each Borrower hereby waives any defense based on impairment or destruction of its subrogation or other rights against any other Borrower and waives all benefits which might otherwise be available to it under California Civil Code Sections 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2847, 2848, 2849, 2850, 2899 and 3433 and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, as those statutory provisions are now in effect and hereafter amended, and under any other similar statutes now and hereafter in effect.

14.7 Right to Settle, Release.

(a) The liability of Borrowers hereunder shall not be diminished by (i) any agreement, understanding or representation that any of the Obligations is or was to be guaranteed by another Person or secured by other property, or (ii) any release or unenforceability, whether partial or total, of rights, if any, which Bank may now or hereafter have against any other Person, including another Borrower, or property with respect to any of the Obligations.

(b) Without affecting the liability of any Borrower hereunder, Bank may (i) compromise, settle, renew, extend the time for payment, change the manner or terms of payment, discharge the performance of, decline to enforce, or release all or any of the Obligations with respect to a Borrower, (ii) grant other indulgences to a Borrower in respect of the Obligations, (iii) modify in any manner any documents relating to the Obligations with respect to a Borrower, (iv) release, surrender or exchange any deposits or other property securing the Obligations, whether pledged by a Borrower or any other Person, or (v) compromise, settle, renew, or extend the time for payment, discharge the performance of, decline to enforce, or release all or any obligations of any guarantor, endorser or other Person who is now or may hereafter be liable with respect to any of the Obligations.

14.8 Subordination. All indebtedness of a Borrower now or hereafter arising held by another Borrower is subordinated to the Obligations and the Borrower holding the indebtedness shall take all actions reasonably requested by Lender to effect, to enforce and to give notice of such subordination.

14.9 Keepwell. Each Borrower that is a Qualified Borrower at the time the guaranty, co-Borrower status (or incurrence of joint and several liability), or the grant of a Lien under the Loan Documents, in each case, by any Specified Borrower becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Borrower with respect to such Swap Obligation as may be needed by such Specified Borrower from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified Borrower' s obligations and undertakings under this Section 14 voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified Borrower

under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full in cash. Each Borrower intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell support, or other agreement" for the benefit of, each Specified Borrower for all purposes of the CEA.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

PALADINA HEALTH, LLC

By: /s/ Chris Miller
Name: Chris Miller
Title: CEO

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ Janis Cameron
Name: Janis Cameron
Title: President

DPC MEDICAL GROUP, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ David Cameron
Name: David Cameron
Title: President

COMERICA BANK

By: /s/ Doulgas Hollenbeck
Name: Douglas Hollenbeck
Title: Vice President

EXHIBIT A

DEFINITIONS

“Accounts” mean all presently existing and hereafter arising accounts, contract rights, payment intangibles and all other forms of obligations owing to a Borrower arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology) or the rendering of services by a Borrower and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise framed to or reclaimed by a Borrower and such Borrower’ s Books relating to any of the foregoing.

“Advance” or “Advances” mean a cash advance or cash advances under the Revolving Line.

“Affiliate” means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person’ s senior executive officers, directors, and partners.

“Bank Expenses” mean all costs or expenses of Bank, or any other holder or owner of the Loan Documents (including, without limit, court costs, legal expenses and reasonable attorneys’ fees and expenses, whether generated in-house or by outside counsel, whether or not suit is instituted, and, if suit is instituted, whether at trial court level, appellate court level, in a bankruptcy, probate or administrative proceeding or otherwise) incurred in connection with the preparation, negotiation, execution, delivery, amendment, administration, and performance, or incurred in collecting, attempting to collect under the Loan Documents or the Obligations, or incurred in defending the Loan Documents, or incurred in any other matter or proceeding relating to-the Loan Documents or the Obligations; and reasonable Collateral audit fees.

“Board of Directors” means the Board of Directors (or similar governing body or Person) of a Borrower.

“Borrower State” means Washington, New Jersey, Colorado and Delaware, the state under whose laws Borrowers are organized.

“Borrower’ s Books” mean all of a Borrower’ s books and records including: ledgers; records concerning a Borrower’ s assets or liabilities, the Collateral, business operations or financial condition; and all computer programs, or tape files, and the equipment, containing such information.

“Borrowing Base” means, as of any date of determination, an amount equal to (i) 80% of Eligible Accounts (other than Eligible Medicare Accounts), plus, without duplication (ii) 80% of Eligible Medicare Accounts, in each case as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrowers, plus (iii) the Non-Formula Amount.

“Borrowing Base Certificate” means the certificate substantially in the form attached hereto as Exhibit C.

“Business Day” means any day that is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

“CEA” means the Commodity Exchange Act.

“Change in Control” shall mean any transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of a sufficient number of shares of all classes of Equity Interests then outstanding of a Borrower ordinarily entitled to vote in the election of directors (or managers or members, as applicable), empowering such “person” or “group” to elect a majority of the Board of Directors or managing members (or similar governing body) of such Borrower, who did not have such power before such transaction.

“Closing Date” means the date of this Agreement.

"Code" means the California Uniform Commercial Code as amended or supplemented from time to time.

"Collateral" means the property described on Exhibit B attached hereto and all Negotiable Collateral and Intellectual Property Collateral to the extent not described on Exhibit B, except to the extent any such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), (ii) the granting of a security interest therein is contrary to applicable law provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, or (iii) constitutes the Equity Interests of a controlled foreign corporation (as defined in the IRC), in excess of sixty- five percent (65%) of the voting power of all classes of Equity Interests of such controlled foreign corporations entitled to vote.

"Company Governmental Lockbox" means the lockbox located at Bank to receive checks and EOBs with respect to Accounts payable by account debtors who are Governmental Authorities to a Borrower.

"Company Governmental Lockbox Account" means an account designated by, and maintained at, Bank and associated with the Company Governmental Lockbox established and controlled by the Company to deposit collections received in the Company Governmental Lockbox and collections received by wire transfer or by Automated Clearing House, Inc. payment directly from account debtors who are Governmental Authorities with respect to Accounts payable by such Governmental Authorities to a Borrower.

"Company Non-Governmental Lockbox" means the lockbox located at Bank to receive checks and EOBs with respect to Accounts payable by Account Debtors who are not Governmental Authorities to a Borrower.

"Company Operating Account" means an account maintained at Bank and designated by Bank as the company operating account.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, including, without limitation, any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued or provided for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designed to protect such Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by Bank in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"Copyrights" mean any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

"Credit and Collection Policy" means those credit and collection policies and practices of the Borrowers with respect to Accounts in effect on the date of this Agreement, as such policies and practices may be modified from time to time with the consent of Bank.

"Credit Extension" means each Advance, Equipment Advance or any other extension of credit by Bank to or for the benefit of Borrowers hereunder.

"Dollars" mean lawful money of the United States.

"Eligible Accounts" mean those Accounts that arise in the ordinary course of a Borrower' s business that comply with all of Borrowers' representations and warranties to Bank set forth in Section 5.3; provided, that Bank may change the standards of eligibility by giving Borrowers thirty (30) days prior written notice. Unless otherwise agreed to by Bank, Eligible Accounts shall not include the following:

(a) Accounts that the account debtor has failed to pay in full within one hundred twenty (120) days of invoice date;

(b) Credit balances over one hundred twenty (120) days;

(c) Accounts with respect to an account debtor, twenty five percent (25%) of whose Accounts the account debtor has failed to pay within one hundred twenty (120) days of invoice date;

(d) Accounts with respect to an account debtor, including Subsidiaries and Affiliates, whose total obligations to Borrowers exceed twenty-five percent (25%) of all Eligible Accounts, to the extent such obligations exceed the aforementioned percentage, except as approved in writing by Bank;

(e) Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts;

(f) Accounts (other than Eligible Medicare Accounts) with respect to which the account debtor is the United States or any state or political subdivision thereof, or by any department, agency, public body corporate or other instrumentality of the foregoing, unless all necessary steps are taken to comply with the Assignment of Claims Act of 1940 (31 U.S.C. 3727), as amended, or with any comparable state or local law, if applicable, and all other necessary steps are taken to perfect Bank' s security interest in such Account or;

(g) Accounts with respect to which a Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to such Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to such Borrower;

(h) Accounts with respect to which goods are placed on consignment, guaranteed sale, sale or return, sale on approval, bill and hold, demo or promotional, or other terms by reason of which the payment by the account debtor may be conditional;

(i) Accounts with respect to which the account debtor is an individual, officer, employee, agent or Affiliate of a Borrower;

(j) Accounts with respect to which the account debtor is a patient, including self-pay Accounts, patient pay receivables or other similar Accounts for which the account debtor may be a patient;

(k) Accounts that are billed in advance, payable on delivery, have not yet been billed to the account debtor, progress billings, or that relate to deposits (such as good faith deposits) or other property of the account debtor held by a Borrower for the performance of services or delivery of goods which such Borrower has not yet performed or delivered;

(l) Accounts with respect to which the account debtor disputes liability or makes any claim with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claim), or is subject to any Insolvency Proceeding, or becomes insolvent, or goes out of business;

(m) Accounts the collection of which Bank reasonably determines after inquiry and consultation with Borrowers to be doubtful; and

(n) Retentions and hold-backs.

"Eligible Foreign Accounts" mean Accounts with respect to which the account debtor does not have its principal place of business in the United States and is not located in an OFAC sanctioned country and that are (i) insured by the Export Import Bank of the United States, (ii) generated by an account debtor with its principal place of business in Canada, provided that the Bank has perfected its security interest in the appropriate Canadian province, or (iii) approved by Bank on a case-by-case basis. All Eligible Foreign Accounts must be calculated in U.S. Dollars.

"Eligible Medicare Accounts" means Eligible Accounts with respect to which the account debtor is the United States government by virtue of monies owed to a Borrower for goods or services provided by such Borrower that are covered by and reimbursed under the Medicare program (Title XVIII of the Social Security Act, as amended).

"EOB" means the explanation of benefit from an account debtor that identifies the services rendered on account of the Accounts specified therein.

"Environmental Laws" mean all laws, rules, regulations, orders and the like issued by any federal, state, municipal, local, foreign, or other governmental or quasi-governmental authority or any agency pertaining to the environment or to any hazardous materials or wastes, toxic substances, flammable, explosive or radioactive materials, asbestos or other similar materials.

"Equipment" means all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles, tools, pails and attachments in which a Borrower has any interest.

"Equipment Advance(s)" means a cash advance or cash advances under the Equipment Line.

"Equipment Line" means a Credit Extension of up to Seven Million Dollars ($7,000,000).

"Equipment Maturity Date" has the meaning assigned in Section 2.1.

"Equity Interests" mean, with respect to any Person, the capital stock, partnership, membership or limited liability company interest, or other equity securities or equity ownership interest of such Person.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

"Event of Default" has the meaning assigned in Section 8.

"Excluded Swap Obligation" means, with respect to any given Borrower, any Swap Obligation, if, and to the extent that, all or a portion of the guarantee of by such Borrower of, the grant by such Borrower of a security interest to secure, or such Borrower being jointly and severally liable (or acting as a co-borrower hereunder) with respect to, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the CEA, or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof), by virtue of such Borrower' s failure for any reason to constitute an "eligible contract participant," as defined in Section la(18) of the CEA and the regulations thereunder, at the time such guarantee joint and several liability, co-borrower status, or such security interest grant becomes effective with respect to such related Swap Obligation (such determination being made after giving effect to any applicable keepwell, support, or other agreement for the benefit of the applicable Borrower). If any such Swap Obligation arises under a master agreement governing more than one swap, the foregoing exclusion shall apply only to those Swap Obligations that are attributable to swaps in respect of which such other Borrower' s guaranteeing of, or such other Borrower' s granting of a security interest or lien to secure, or such other Borrower being a co-borrower or jointly and severally liable with respect to, such swaps is or becomes illegal.

"GAAP" means generally accepted accounting principles, consistently applied, as in effect from time to time in the United States.

"Governmental Authority" means any nation or government, any federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government. In no event will the term "Governmental Authority" include any Insurer.

"Governmental Lockbox" means the Company Governmental Lockbox.

"Governmental Lockbox Account" means the Company Governmental Lockbox Account.

"Indebtedness" means (a) all indebtedness for borrowed money or the deferred purchase price of properly or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, (d) all Contingent Obligations, and (e) all obligations arising under the Credit Card Services Sublimit, if any.

"Initial Audit" has the meaning assigned in Section 3.3.

"Insolvency Proceeding" means any proceeding commenced by or against any Person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"Insurer" means any Person (other than a Government Authority) which in the ordinary course of its business or activities agrees to pay for healthcare goods and services received by individuals, including pharmacy benefit managers, pharmacy benefit management companies, prescription drug plans, commercial insurance companies, nonprofit insurance companies (such as Blue Cross, Blue Shield entities), employers or unions which self-insure for employee or member health insurance, prepaid health care organizations, preferred provider organizations, health maintenance organizations, commercial hospitals, physicians groups or any other similar Person. "Insurer" includes insurance companies issuing health, personal injury, workers' compensation or other types of insurance but does not include any individual guarantors.

"Intellectual Property Collateral" means all of Borrower' s right, title, and interest in and to the following:

(a) Copyrights, Trademarks and Patents;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

"Inventory" means all present and future inventory in which a Borrower has any interest.

"Investment" means any beneficial ownership (including Equity Interests) of any Person, or any loan, advance or capital contribution to any Person.

"IRC" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"Loan Documents" mean, collectively, this Agreement, the Pricing Addendum, any guaranty, any note or notes executed by Borrowers, and any other document, instrument or agreement entered into in connection with this Agreement, other than any Warrant, all as amended or extended from time to time.

"Material Adverse Effect" means (i) a material adverse change in a Borrower' s prospects, business or financial condition, or (ii) a material impairment in the prospect of repayment of all or any portion of the Obligations or in otherwise performing any Borrower' s obligations under the Loan Documents, or (iii) a material impairment in the perfection, value or priority of Bank' s security interests in the Collateral.

"Misdirected Payment" means any form of payment in respect of an Account owing to a Borrower made by an account debtor other than as provided in the Notice or other remittance instruction sent to such account debtor.

"Negotiable Collateral" means all of each Borrower' s present and future letters of credit of which it is a beneficiary, drafts, instruments (including promissory notes), securities, documents of title, and chattel paper, and such Borrower' s Books relating to any of the foregoing.

"Non-Formula Amount" means an amount not to exceed (i) for the period beginning on the Closing Date through June 27, 2019, Two Million Dollars ($2,000,000), and (ii) for the period beginning on June 27, 2019 through December 27, 2019, One Million Five Hundred Thousand Dollars ($1,500,000), and (iii) for the period beginning on December 27, 2019 and thereafter, One Million Dollars ($1,000,000).

"Non-Governmental Lockbox" means the Company Non-Governmental Lockbox.

"Notice" means a notice letter on a Borrower' s corporate letterhead to an account debtor in form satisfactory to Bank, or such other notice or approval as may be required by such account debtor (e.g., Form 855 for Medicare).

"Obligations" mean all debt, principal, interest, Bank Expenses and other amounts owed to Bank by Borrowers pursuant to this Agreement or any other agreement, whether absolute or contingent, due or to become due, now existing or hereafter arising, including any interest that accrues after the commencement of an Insolvency Proceeding and including any debt, liability, or obligation owing from a Borrower to others that Bank may have obtained by assignment or otherwise. The term "Obligations" as applied to any particular Borrower shall not include any Excluded Swap Obligation with respect to such Borrower.

"Operating Agreement" means the limited liability company agreement or operating agreement (as applicable) of such Borrower in the form delivered to Bank as of the Closing Date.

"Parent Entity" has the meaning assigned in Section 7.13.

"Patents" mean all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Periodic Payments" mean all installments or similar recurring payments that a Borrower may now or hereafter become obligated to pay to Bank pursuant to the terms and provisions of any instrument, or agreement now or hereafter in existence between a Borrower and Bank.

"Permitted Acquisition Conditions" has the meaning assigned in Section 7.3.

"Permitted Indebtedness" means:

(a) Indebtedness of Borrowers in favor of Bank arising under this Agreement or any other Loan Document;

(b) Indebtedness existing on the Closing Date and disclosed in the Schedule;

(c) Indebtedness not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate secured by a lien described in clause (c) of the defined term "Permitted Liens," provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness;

(d) Subordinated Debt;

(e) Indebtedness to trade creditors incurred in the ordinary course of business;

(f) Indebtedness that constitutes a Permitted Investment; and

(g) Extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose more burdensome terms upon Borrowers or their Subsidiary, as the case may be.

"Permitted Investments" mean:

(a) Investments existing on the Closing Date disclosed in the Schedule;

(b) (i) Marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof maturing within one (1) year from the date of acquisition thereof, (ii) commercial paper maturing no more than one (1) year from the date of creation thereof and currently having rating of at least A-2 or P-2 from either Standard & Poor' s Rating Service or Moody' s Investors Service, Inc., (iii) Bank' s certificates of deposit maturing no more than one (1) year from the date of investment therein, and (iv) Bank' s money market accounts and deposit accounts;

(c) Repurchases of Equity Interests from former employees, directors, or consultants of a Borrower under the terms of applicable equity repurchase agreements (i) in an aggregate amount not to exceed One Hundred Thousand Dollars ($100,000) in any fiscal year, provided that no Event of Default has occurred, is continuing or would exist after giving effect to the repurchases, or (ii) in any amount where the consideration for the repurchase is the cancellation of indebtedness owed by such former employees, directors or consultants to a Borrower regardless of whether an Event of Default exists;

(d) Investments accepted in connection with Permitted Transfers;

(e) Investments of Subsidiaries in or to other Subsidiaries or a Borrower and Investments by a Borrower in Subsidiaries not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate in any fiscal year;

(f) Investments not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate in any fiscal year consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of Equity Interests of a Borrower or its Subsidiaries pursuant to employee equity purchase agreements approved by such Borrower' s Board of Directors;

(g) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of a Borrower' s business; and

(h) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business, provided that this subparagraph (h) shall not apply to Investments of a Borrower in any Subsidiary.

"Permitted Liens" mean:

(a) Any Liens existing on the Closing Date and disclosed in the Schedule (excluding Liens to be satisfied with the proceeds of the Advances) or arising under this Agreement or the other Loan Documents;

(b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings and for which a Borrower maintains adequate reserves, provided the same have no priority over any of Bank' s security interests;

(c) Liens securing Indebtedness not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate (i) upon or in any Equipment (other than Equipment financed by an Equipment Advance) acquired or held by a Borrower or any of its Subsidiaries to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition or lease of such Equipment, or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such Equipment;

(d) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (a) through (c) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase; and

(e) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Sections 8.4 (attachment) or 8.8 (judgments/settlements).

"Permitted Transfer" means the conveyance, sale, lease, transfer or disposition by a Borrower or any Subsidiary of:

(a) Inventory in the ordinary course of business;

(b) Non-exclusive licenses and similar arrangements for the use of the property of a Borrower or its Subsidiaries in the ordinary course of business;

(c) Worn-out, obsolete, or surplus Equipment not financed with the proceeds of an Equipment Advance;

(d) Transfers that are explicitly permitted by Section 7; or

(e) Other assets of Borrowers or their Subsidiaries that do not in the aggregate exceed One Hundred Thousand Dollars ($100,000) during any fiscal year.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

"Purchase Agreement" means that certain Equity Purchase Agreement dated as of May 24, 2018 among DaVita DPC Holding Co., LLC, a Delaware limited liability company, as Company, NEAPH Acquisitionco, Inc., a Delaware corporation, as Purchaser, Total Renal Care, Inc., a California corporation, as Seller, and, for limited purposes, DaVita Inc., a Delaware corporation as Seller Guarantor, in the form provided to Bank as of the Closing Date.

"Pricing Addendum" means that certain LIBOR/Prime Referenced Rate Addendum, dated as of the Closing Date, by and between Borrowers and Bank (as the same may be amended and/or restated from time to time).

"Prohibited Territory" means any person or country listed by the Office of Foreign Assets Control of the United States Department of Treasury as to which transactions between a United States Person and that territory are prohibited.

"Qualified Borrower" means, at any time, each Borrower with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the CEA and can cause another Person to qualify as an "eligible contract participant" at such time under Section 1a(18)(A)(v)(II) of the CEA.

"Responsible Officer" means each of the Authorized Signers set forth in the Corporation Resolutions and Incumbency Certification Authority to Procure Loans or the Limited Liability Company Authority to Procure Loans.

"Restricted Agreement" is any material license or other material agreement (other than over-the-counter software that is commercially available to the public and "open source" licenses) to which a Borrower is a party or under which a Borrower is bound (including licenses and agreements under which a Borrower is the licensee): (a) that prohibits or otherwise restricts such Borrower from assigning to Bank, or granting to Bank a Lien in, such Borrower' s interest in such license or agreement, the rights arising thereunder or any other property, or (b) for which a default under or termination of such license or contract could interfere with the Bank' s right to use, license, sell or collect any Collateral or otherwise exercise its rights and remedies with respect to the Collateral under the Loan Documents or applicable law.

"Revolving Line" means a Credit Extension of up to Five Million Dollars ($5,000,000).

"Revolving Maturity Date" means June 27, 2020.

"Schedule" means the schedule of exceptions attached hereto and approved by Bank, if any.

"SOS Reports" mean the official reports from the Secretaries of State of each Borrower State and other applicable federal, state or local government offices identifying all current security interests filed in the Collateral and Liens of record as of the date of such report.

"Specified Borrower" means any Borrower that is not then an ' 'eligible contract participant" under the CEA (determined prior to giving effect to Section 14.9).

"Subordinated Debt" means any debt incurred by a Borrower that is subordinated in writing to the debt owing by such Borrower to Bank on terms reasonably acceptable to Bank (and identified as being such by such Borrower and Bank).

"Subsidiary" means any corporation, partnership or limited liability company or joint venture in which (i) any general partnership interest or (ii) more than fifty percent (50%) of the Equity Interests of which by the terms thereof ordinary voting power to elect the Board of Directors, managers or trustees of the entity, at the time as of which any determination is being made, is owned by a Borrower, either directly or through an Affiliate.

"Swap Obligation" means, with respect to any Borrower, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section la(47) of the CEA.

"Trademarks" mean any, trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of a Borrower connected with and symbolized by such trademarks.

"United States" means the United States of America.

DEBTOR(S): **Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C. and Paladina Health Medical Group, PC**

SECURED PARTY: **COMERICA BANK**

EXHIBIT B

COLLATERAL DESCRIPTION ATTACHMENT TO LOAN AND SECURITY AGREEMENT

Collateral shall mean all personal property of Debtor including, without limitation, all of the following property Debtor now or later owns or has an interest in, wherever located:

(a) all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts, general intangibles (including, without limit, payment intangibles and software), chattel paper (including, without limit, electronic chattel paper and tangible chattel paper), contract rights, deposit accounts, documents (including, without limit, negotiable documents), instruments (including, without limit, promissory notes) and rights to payment evidenced by chattel paper, documents or instruments, health care insurance receivables, commercial tort claims, letters of credit, letter of credit rights, supporting obligations, money and rights to payment for money or funds advanced or sold),

(b) all Inventory (including, without limit, returns and repossessions),

(c) all investment properly (including, without limit, securities, securities entitlements, and financial assets), all securities accounts and all investment property contained therein, including, without limitation, all securities and securities entitlements, financial assets, instruments or other property contained in such securities accounts, and all other investment property, financial assets, instruments or other property at any time held or maintained in such securities accounts, together with all investment property, financial assets, instruments or other property at any time substituted for all or for any part of the foregoing, and all interest, dividends, increases, profits, new investment properly, financial assets, instruments or other property and or other increments, distributions or rights of any kind received on account of any of the foregoing, and all other income received in connection therewith,

(d) all Equipment and Fixtures, and

(e) specific items listed below and/or on attached Schedule 1, if any.

EXHIBIT C

BORROWING BASE CERTIFICATE

[Bank to provide]

EXHIBIT D

COMPLIANCE CERTIFICATE

Please send all Required Reporting to:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
1800 Bering Drive
San Jose, CA 95112
Email directly to: dhollenbeck@comerica.com
and NWCompliance@comerica.com

FROM: Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C. and Paladina Health Medical Group, PC

The undersigned authorized Officers of Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C. and Paladina Health Medical Group, PC (each a "Borrower", and, collectively, "Borrowers"), each hereby certify that in accordance with the terms and conditions of the Loan and Security Agreement between Borrowers and Bank (the "Agreement"), (i) Each Borrower is in complete compliance for the period ending _____ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.8, except as noted below and (ii) all representations and warranties of each Borrower stated in the Agreement are true and correct in all material respects as of the date hereof. Attached herewith are the required documents supporting the above certification. Each Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

REPORTING COVENANTS	REQUIRED	COMPLIES	
Company Prepared Monthly F/S (consolidating and consolidated)	Monthly, within 30 days	YES	NO
Compliance Certificate	Monthly, within 30 days	YES	NO
CPA Audited, Unqualified F/S	Annually, within 150 days of FYE beginning w/FYE 2018	YES	NO
Borrowing Base Certificate	Monthly, within 30 days	YES	NO
A/R Agings	Monthly, within 30 days	YES	NO
A/P Agings	Monthly, within 30 days	YES	NO
Annual Business Plan (incl. operating budget)	Annually, within 30 days of FYE	YES	NO
Audit	Initial and Semi-Annual	YES	NO
Intellectual Property Report	Within 30 days of each quarter	YES	NO
If Public:			
10-Q	Quarterly, within 5 days of SEC filing (50 days)	YES	NO
10-K	Annually, within 5 days of SEC filing (95 days)	YES	NO
Total amount of Borrowers' cash and investments	Amount: $_____	YES	NO
Total amount of Borrowers' cash and investments maintained with Bank	Amount: $_____	YES	NO

	DESCRIPTION	APPLICABLE	
Legal Action > $100,000	Notify promptly upon notice _____	YES	NO
Inventory Disputes > $100,000	Notify promptly upon notice _____	YES	NO
Mergers & Acquisitions	Notify promptly upon notice _____	YES	NO
Cross default with other agreements > $100,000	Notify promptly upon notice _____	YES	NO
Judgments > $100,000	Notify promptly upon notice _____	YES	NO

FINANCIAL COVENANTS	REQUIRED	ACTUAL	COMPLIES	
None			YES	NO

OTHER COVENANTS	REQUIRED	ACTUAL	COMPLIES	
Permitted Indebtedness for equipment leases	<$100,000	_____	YES	NO
Permitted Investments for stock repurchase	<$100,000	_____	YES	NO
Permitted Investments for subsidiaries	<$100,000	_____	YES	NO
Permitted Investments for employee loans	<$100,000	_____	YES	NO
Permitted Investments for joint ventures	<$100,000	_____	YES	NO
Permitted Liens for equipment leases	<$100,000	_____	YES	NO
Permitted Transfers	<$100,000	_____	YES	NO

Please Enter Below Comments Regarding Violations:

Each Officer further acknowledges that at any time any Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no credit extensions will be made.

Very truly yours,

PALADINA HEALTH, LLC

By: _____
Name: _____
Title:

DPC MEDICAL GROUP, P.C.

By: _____
Name: _____
Title: _____

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: _____
Name: _____
Title: _____

PALADINA HEALTH MEDICAL GROUP, PC

By: _____
Name: _____
Title: _____

SCHEDULE OF EXCEPTIONS

TO LOAN AND SECURITY AGREEMENT

Permitted Indebtedness (Exhibit A)

None.

Permitted Investments (Exhibit A)

None.

Permitted Liens (Exhibit A)

None.

Security Interests (Section 4.1)

None.

Collateral (Section 5.3)

None.

Intellectual Property Collateral (Section 5.4)

None.

Prior Names (Section 5.5)

None.

Inventory or Equipment Locations (Section 5.5)

None.

Litigation (Section 5.6)

None.

Subsidiaries (Section 5.10)

None.

Inbound Licenses (Section 5.12)

None.

COMERICA BANK
Member FDIC

ITEMIZATION OF AMOUNT FINANCED
DISBURSEMENT INSTRUCTIONS
(Revolver)

Name(s): Paladina Health, LLC, DPC Medical Croup, P.C., Paladina Medical Group of New Jersey, P.C. and Paladina Health Medical Group, PC

Date: June 27, 2018

$	credited to deposit account No. _____ when Advances are requested or disbursed to Borrowers by cashier' s check or wire transfer

Amounts paid to others on your behalf:

$	to Comerica Bank for Loan Fee
$	to Comerica Bank for Document Fee
$	to Comerica Bank for accounts receivable audit (estimate)
$	to Bank counsel fees and expenses
$	to _____
$	to _____
$5,000,000	TOTAL (AMOUNT FINANCED)

Upon consummation of this transaction, this document will also serve as the authorization for Comerica Bank to disburse the loan proceeds as stated above.

PALADINA HEALTH, LLC

By: /s/ Chris Miller
Name: Chris Miller
Title: CEO

DPC MEDICAL GROUP, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ David Cameron
Name: David Cameron
Title: President

COMERICA BANK
Member FDIC

ITEMIZATION OF AMOUNT FINANCED
DISBURSEMENT INSTRUCTIONS
(Equipment Advances)

Name(s): Paladina Health, LLC, DPC Medical Croup, P.C., Paladina Medical Group of New Jersey, P.C. and Paladina Health Medical Group, PC

Date: June 27, 2018

$	credited to deposit account No. _____ when Equipment Advances are requested or disbursed to Borrowers by cashier' s check or wire transfer

Amounts paid to others on your behalf:

$	to Comerica Bank for Loan Fee
$	to Comerica Bank for Document Fee
$	to Comerica Bank for accounts receivable audit (estimate)
$	to Bank counsel fees and expenses
$	to _____
$	to _____
$7,000,000	TOTAL (AMOUNT FINANCED)

Upon consummation of this transaction, this document will also serve as the authorization for Comerica Bank to disburse the loan proceeds as stated above.

PALADINA HEALTH, LLC

By: /s/ Chris Miller
Name: Chris Miller
Title: CEO

DPC MEDICAL GROUP, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ David Cameron
Name: David Cameron
Title: President

LIMITED LIABILITY COMPANY AUTHORITY TO PROCURE LOANS

As of June 27, 2018, the undersigned, on behalf of Paladina DPC Holding Co., LLC, a Delaware limited liability company formerly known as DaVita DPC Holding Co., LLC and the sole member of the limited liability company named below, acknowledges, confirms and certifies to COMERICA BANK ("Bank"), that:

1. Paladina Health, LLC is a Delaware limited liability company (the "Company").

2. The following persons and/or entities are all of the members of the Company:

NAME(S) OF MEMBER(S)

Paladina DPC Holding Co LLC

3. The following persons and/or entities are all of the managers of the Company (if left blank, the undersigned confirm and certify to Bank that the Company has no managers):

NAME(S) OF MANAGER(S)

None

4. Any one (1) of the following person(s) (the "Authorized Signer(s)"):

TYPE OR PRINT NAME(S) OF PERSON(S) AND TITLE(S)

NAME	TITLE	SIGNATURE
Chris Miller	President	/s/ Chris Miller

is/are authorized to:

(a) Negotiate and procure loans, letters of credit and other credit or financial accommodations from the Bank for or on behalf of the Company up to an amount not exceeding $_____, in aggregate (if left blank, then unlimited);

(b) Discount with Bank,, commercial or other business paper belonging to the Company, made or drawn by or upon third parties, without limit as to amount;

(c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of indebtedness or other securities owned by the Company, whether or not registered in the name of the Company;

(d) Give security for any liabilities of the Company to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Company;

(e) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of this Authorization, any or all of which may relate to all or to substantially all of the Company' s property and assets; and

(f) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Company, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Company, and (iii) execute and certify borrowing base certificates, account agings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection With any of the foregoing) for and on behalf of the Company.

5. The Bank is further authorized and directed to pay the proceeds of any such loans, advances or discounts as directed by the Authorized Signer(s) or the Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or the Delegated Person(s) (if any) in his or her individual capacity or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or the Delegated Person(s) (if any) or not.

6. This Authorization shall be effective (and Bank shall be entitled to rely fully on it) notwithstanding any contrary terms contained in any Company agreement now or hereafter adopted by the Company, and shall remain in full force and effect until the Company officially notifies the Bank to the contrary in writing (but said notice shall have no effect whatsoever on any action previously taken or any commitment previously entered into by Bank in reliance on this Authorization).

7. The Bank may consider each member of the Company and each manager of the Company (if any), their signatures and titles (if any), respectively, to be and continue to be as set forth in this Authorization until notice to the contrary in writing is duly served on the Bank.

8. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of this Authorization are ratified, confirmed and approved as the act or acts of the Company.

9. If other persons become members or managers of the Company, the Company shall notify the Bank promptly in writing of any such changes. This Authorization is not a consent by the Bank to the adding of members or managers to the Company.

10. The Company' s Articles of Organization, Certificate of Formation, Operating Agreement, Regulations or other charter or constitutional documents, as applicable (copies of which have been provided to the Bank) are not inconsistent with this Authorization.

11. The execution of this Authorization is not in contravention or violation of any applicable law.

12. There are no members of the Company other than as listed in Section 2 above.

13. There are no managers of the Company other than as listed in Section 3 above.

14. The signatures appearing below arc the genuine, original signatures of all of the members and managers (if any) of the Company, as set forth in Section 2 and Section 3 above, respectively.

NAME AND SIGNATURE OF SOLE MEMBER OF THE COMPANY

Paladina DPC Holding Co., LLC, as sole Member of Paladina Health, LLC

By: /s/ Chris Miller
Name: Chris Miller
Title: President

CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION
AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified President of DPC Medical Group, P.C., a Washington corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes. The undersigned Dr. David Cameron further certifies that there is no Secretary of the Corporation and that he is the sole Shareholder, Director and Officer of the Corporation.

Copy of Resolutions:

Be it Resolved, that:

1. Any one (1) of the following (insert titles only) President of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:

   (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations from Comerica Bank (the "Bank"), up to a principal amount not exceeding $_____, in aggregate (if left blank, then unlimited);

   (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;

   (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;

   (d) Give security for any liabilities of the Corporation to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;

   (e) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions and any and all amendments or modifications thereafter, any or all of which may relate to all or to substantially all of the Corporation' s property and assets; and

   (f) appoint, delegate and authorize Shell other person(s) (the "Delegated Person(s)") as may be designated in writing from tune to time by the above referenced Authorized Signer(s), or any one or more of them, to request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes.

2. Said Bank be and it is authorized and directed to pay the ;proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) in theft individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.

3. Any and all agreements, instruments and documents previously executed and acts and filings previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.

4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and theft signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).

5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.

6. The Bank may consider the holders of the offices of the Corporation and theft signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the articles of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party by which it is bound and that neither the articles of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are to genuine, original signatures or each respectively.

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

NAME	TITLE	SIGNATURE
Dr. David Cameron	President	/s/ David Cameron

In Witness Whereof, I have affixed my name as President on June 27,2018

/s/ David Cameron

President and sole Shareholder, Director
and Officer of the Corporation

The Above Statements are Correct.

SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER OTHER THAN THE SECRETARY WHEN THE SECRETARY IS THE SOLE AUTHORIZED SIGNER SET FORTH ABOVE

Failure to complete the above when the President is the sole Authorized Signer set forth above, shall constitute a certification by the President that the President is the sole Shareholder, Director and Officer of the Corporation

CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION
AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified President of Paladina Medical Group of New Jersey, P.C., a New Jersey corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a time and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes. The undersigned Dr. David Cameron further certifies that there is no Secretary of the Corporation and that he is die sole Shareholder, Director and Officer of the Corporation.

Copy of Resolutions:

Be it Resolved, that:

1. Any one (1) of the following (insert titles only) President of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:

   (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations from Comerica Bank (the "Bank"), up to a principal amount not exceeding $_____, in aggregate (if left blank, then unlimited);

   (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount; life.

   (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;

   (d) Give security for any liabilities of the Corporation to tire Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;

   (e) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to cany out the purposes of these Resolutions and any and all amendments or modifications thereafter, any or all of which may relate to all or to substantially all of the Corporation' s properly and assets; and

   (f) appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content ate may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes.

2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) in theft individual capacities or not, and whether such proceeds art deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.

3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.

4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and theft signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).

5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.

6. The Bank may consider the holders of the offices of the Corporation and theft signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the articles of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the articles of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a pasty or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine, original signatures of each respectively.

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

NAME	TITLE	SIGNATURE
Dr. David Cameron	President	/s/ David Cameron

In Witness Whereof, I have affixed my name as President on June 27,2018

/s/ David Cameron

President and sole Shareholder, Director
and Officer of the Corporation

The Above Statements are Correct.

SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER OTHER THAN THE SECRETARY WHEN THE SECRETARY IS THE SOLE AUTHORIZED SIGNER SET FORTH ABOVE

Failure to complete the above when the President is the sole Authorized Signer set forth above, shall constitute a certification by the President that the President is the sole Shareholder, Director and Officer of the Corporation

CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION
AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified President of Paladina Health Medical Group, PC, a Colorado corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes. The undersigned Dr. David Cameron further certifies that there is no Secretary of the Corporation and that he is the sole Shareholder, Director and Officer of the Corporation.

Be it Resolved, that:

1. Any one (1) of the following (insert titles only) President of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:

   (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations from Comerica Bank (the "Bank"), up to a principal amount not exceeding $_____, in aggregate (if left blank, then unlimited);

   (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;

   (c) Purchase, sell, exchange, assign, endorse for transfer and/or-deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;

   (d) Give security for any liabilities of tire Corporation to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;

   (e) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions and any and all amendments or modifications thereafter, any or all of which may relate to all or to substantially all of the Corporation' s property and assets; and

   (f) appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to cany out such purposes.

2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) in then- individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.

3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.

4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and then- signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).

5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.

6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the articles of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the articles of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a pasty or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine, original signatures of each respectively:

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

NAME	TITLE	SIGNATURE
Dr. David Cameron	President	/s/ David Cameron

In Witness Whereof, I have affixed my name as President on June 27,2018

/s/ David Cameron
President and sole Shareholder, Director
and Officer of the Corporation

The Above Statements are Correct.

SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER OTHER THAN THE SECRETARY WHEN THE SECRETARY IS THE SOLE AUTHORIZED SIGNER SET FORTH ABOVE

Failure to complete the above when the President is the sole Authorized Signer set forth above, shall constitute a certification by the President that the President is the sole Shareholder, Director and Officer of the Corporation

AUTOMATIC LOAN PAYMENT AUTHORIZATION

Date: June 27, 2018

Obligor Name: Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C. and Paladina Health Medical Group, PC

Obligor Number: _____Lender' s Cost Center #: 97306

Address: 1551 Wewatta Street, Denver, CO 80202

The undersigned hereby authorizes **Comerica Bank** ("Bank") to charge the account designated below for the payments due on the loan(s) as designated below and all renewals, extensions, modifications and/or substitutions thereof This authorization will remain in effect unless the undersigned requests a modification that is agreed to by the Bank in writing. The undersigned remains fully responsible for all amounts outstanding to Bank if the designated account is insufficient for repayment.

☒ Automatic Payment Authorization for all payments on all current and future borrowings, as and when such payments come due (which payments include, without limitation, principal, interest, fees, costs, and expenses).

☐ Automatic Payment Authorization for all payments on only the specific borrowing identified below, as and when such payments come due (which payments include, without limitation, principal, interest, fees, costs, and expenses).

Specific Obligation Number:

☐ Automatic Payment Authorization for less than all payments on only the specific borrowing identified below, as and when such payments come due.

Specific Obligation Number:

- ☐ Principal and Interest payments only
- ☐ Principal payments only
- ☐ Interest payments only
- ☐ SPECIAL INSTRUCTIONS/IRREGULAR PAYMENT INSTRUCTIONS

_____

_____

_____

_____

_____

_____

Payment Due Date: Your loan payments will be charged to your account as indicated above on the dates such payments become due (or on a date thereafter when there are available funds) unless that day is a Saturday, Sunday, or Bank holiday in which case such payments will be charged on the following business day, with interest to accrue during this extension as provided under the loan documents.

Account to be Charged:

Account No. 1895279188

Transit No. 121137522

Number of lead days to issue billing. 15

(Charges to account are withdrawals pursuant to account resolution)

PALADINA HEALTH, LLC

By: /s/ Chris Miller
Name: Chris Miller
Title: CEO

DPC MEDICAL GROUP, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ David Cameron
Name: David Cameron
Title: President

AGREEMENT TO FURNISH INSURANCE

I understand that the Loan and Security Agreement which I executed in connection with this transaction requires me to provide certain insurance policies, including, without limitation, a physical damage insurance policy including a Lenders Loss Payable Endorsement in favor of Comerica Bank (the "Bank") as shown below.

The following minimum insurance must be provided according to the terms of the security documents (together with such other insurance as may be required by the Bank pursuant to the terms of the security documents):

MACHINERY & EQUIPMENT MISCELLANEOUS PERSONAL

Fire & Extended Coverage

Lender' s Loss Payable Endorsement

INVENTORY

Other Each Borrower at its expense, shall keep the Collateral insured against loss or damage by fire, theft, explosion, sprinklers, and all other hazards and risks, and in such amounts, as ordinarily insured against by other owners in similar businesses conducted in the locations where such Borrower' s business is conducted on the date hereof. Each Borrower shall also maintain liability and other insurance in amounts and of a type that are customary to businesses similar to such Borrower' s.

I may obtain the required insurance from any company that is acceptable to the Bank, and will deliver proof of such coverage to the Bank as set forth in the security documents.

I understand and agree that if I fail to deliver proof of insurance to the Bank at the address below, or upon the lapse or cancellation of such insurance, the Bank may procure Lender' s Single Interest Insurance or other similar coverage on the property. If the Bank procures insurance to protect its interest in the properly described in the security documents, the cost for the insurance will be added to my indebtedness as provided in the security documents. Lender' s Single Interest Insurance shall cover only the Bank' s interest as a secured party, and shall become effective at the earlier of the funding date of this transaction or the date my insurance was canceled or expired. I UNDERSTAND THAT LENDER' S SINGLE INTEREST INSURANCE WILL PROVIDE ME WITH ONLY LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN, HOWEVER, MY EQUITY IN THE PROPERTY WILL NOT BE INSURED. FURTHER, THE INSURANCE WILL NOT PROVIDE MINIMUM PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND DOES NOT MEET THE REQUIREMENTS OF THE FINANCIAL RESPONSIBILITY LAW.

CALIFORNIA CIVIL CODE SECTION 2955.5. HAZARD INSURANCE DISCLOSURE: No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard Insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

Bank Address for Insurance Documents:
COMERICA BANK
P.O. Box 863299
Plano. TX 75086-3299

[Remainder of page intentionally left blank. Signature page follows.]

I acknowledge having read the provisions of this agreement, and agree to its terms. I authorize the Bank to provide to any person (including any insurance agent or company) any information necessary to obtain the insurance coverage required.

Date: June 27, 2013

OWNERS OF COLLATERAL:

PALADINA HEALTH, LLC

By: /s/ Chris Miller
Name: Chris Miller
Title: CEO

DPC MEDICAL GROUP, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ David Cameron
Name: David Cameron
Title: President

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ David Cameron
Name: David Cameron
Title: President

USA PATRIOT ACT

NOTICE
OF
CUSTOMER IDENTIFICATION

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

WHAT THIS MEANS FOR YOU: when you open an account, we will ask your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver' s license or other identifying documents.

Exhibit 10.13

FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement is entered into as of May 31, 2019 (the "Amendment") by and among COMERICA BANK ("Bank"), PALADINA HEALTH, LLC, a Delaware limited liability company formerly known as Davita DPC Management Company, LLC ("Paladina"), DPC MEDICAL GROUP, P.C., a Washington corporation ("DPC"), PALADINA MEDICAL GROUP OF NEW JERSEY, P.C., a New Jersey corporation ("Paladina New Jersey"), PALADINA HEALTH MEDICAL GROUP, PC, a Colorado corporation ("Paladina PC"), ACTIVATE HEALTHCARE LLC, an Indiana limited liability company ('Activate", and together with Paladina, DPC, Paladina New Jersey, Paladina PC, each a "Borrower" and collectively, the "Borrowers" provided that each reference to "Borrower" or "Borrowers" in the Agreement and the Loan Documents shall mean and refer to each Borrower, individually, and/or to all the Borrowers, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Paladina, DPC, Paladina New Jersey and Paladina PC (collectively, the "Existing Borrowers") and Bank are parties to that certain Loan and Security Agreement dated as of June 27, 2018 (as the same may from time to time be amended, restated, modified or supplemented, the "Agreement"), that certain LIBOR/ Prime Referenced Rate Addendum dated as of June 27, 2018 (the "LIBOR/PRRA") and that certain Intellectual Property Security Agreement June 27, 2018 (as the same may from time to time be amended, restated, modified or supplemented, the "Existing Borrower IPSA").

B. Existing Borrowers wish to add Activate Healthcare LLC, an Indiana limited liability company, (the "New Borrower") as a Borrower under the Agreement. Bank is willing to do so, on the terms and conditions set forth in this Amendment. Bank and Borrowers also wish to amend the Agreement and the Existing Borrower IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Addition of Co-Borrowers; Joinder.

1.1 By execution and delivery of this Amendment, New Borrower shall, and hereby, becomes a Borrower (as defined in the Agreement) under the Agreement and the applicable Loan Documents as if an original signatory thereto effective as of the date hereof. New Borrower is hereby deemed a Borrower under the Agreement and the Loan Documents. Each reference to "Borrower" in the Agreement and/or in each Loan Document shall mean and refer to each of Paladina, DPC, Paladina New Jersey, Paladina PC and Activate, both individually and collectively, as determined by Bank as the context may require.

1.2 New Borrower further: (i) acknowledges and agrees that it has read the Agreement and the Loan Documents, (ii) consents to all of the provisions of the Agreement and the Loan Documents relating to a Borrower, and (iii) acknowledges and agrees that this Amendment and the Agreement have been freely executed without duress and after an opportunity was provided to New Borrower for review of this Amendment by competent legal counsel of its choice.

1.3 Without limiting the generality of the foregoing. Activate grants Bank a security interest in the Collateral to secure performance and payment of all Obligations under the Agreement. Each Borrower authorizes Bank to file UCC Financing Statements reflecting New Borrower as Debtor and Bank as Secured Party.

2. Amendments

2.1 **Definitions**. The following defined terms in Exhibit A referenced in Section 1.1 of the Agreement are added to, or amended, to read as follows:

"Borrowing Base" means, as of any date of determination, an amount equal to (i) 85% of Eligible Accounts, as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrowers, plus (iii) the Non-Formula Amount

"Equipment Line" means a Credit Extension of up to Ten Million Dollars ($10,000,000).

"First Amendment Date" means May 31, 2019.

"Liquidity" means the sum of unrestricted cash maintained at Bank plus the net amount of Advances available under Section 2.1(b)(i).

"Non-Formula Amount" means an amount not to exceed (i) prior to June 1, 2020, Two Million Dollars ($2,000,000), and (ii) beginning on June 1, 2020 through December 1, 2020, One Million Five Hundred Thousand Dollars ($1,500,000), and (iii) beginning on December 1, 2020 and thereafter. One Million Dollars ($1,000,000).

"Revolving Line" means a Credit Extension of up to Ten Million Dollars ($10,000,000).

"Revolving Maturity Date" means May 31, 2021.

2.2 **"Eligible Accounts"; amendment to clause (k)**. The words "Accounts that are billed in advance," in clause (k) of the defined term "Eligible Accounts" set forth in Exhibit A and incorporated by reference in Section 1.1 of the Agreement are hereby amended to be "Accounts that are billed more than ninety (90) days in advance".

2.3 **Section 2.1 (c) (Equipment Advances)**. Section 2.1(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

(c) Equipment Advances.

(i) Subject to and upon the terms and conditions of this Agreement, Bank agrees to make Equipment Advances to Borrowers in an aggregate outstanding amount not to exceed the Equipment Line. Subject to and upon the terms and conditions of this Agreement, Borrowers may request Equipment Advances any time from the First Amendment Date through February 28, 2021. Each Equipment Advance shall not exceed one hundred percent (100%) of the invoice amount of capital equipment, including capitalized IT buildout expenses, and tenant improvements approved by Bank from time to time (which equipment, tenant improvements and expenses Borrower shall, in any case, have purchased or incurred within ninety (90) days of the date of the corresponding Equipment Advance), in each case excluding taxes, shipping, warranty charges, freight, discounts and installation expense. Bank shall have a right from time to time to conduct an appraisal of Borrower' s Equipment at Borrower' s expense.

(ii) Interest shall accrue from the date of each Equipment Advance at the rate specified in the Pricing Addendum and shall be payable in accordance with Section 2.3(b) and on the terms set forth in the Pricing Addendum. Any Equipment Advances outstanding on February 28, 2021 shall be payable in thirty six (36) equal monthly installments of principal, plus all accrued interest, beginning on March 1, 2021 and continuing on the same day of each month thereafter until February 1, 2024 (the "Equipment Maturity Date"), at which time all amounts due in connection with the Equipment Advances and any other amounts due under this Agreement shall be immediately due and payable. Once repaid, Equipment Advances may not be reborrowed. Except

as set forth in the Pricing Addendum, Borrowers may prepay Equipment Advances without penalty or premium. Partial prepayments hereunder shall be applied to the installments hereunder in the inverse order of their maturities without reamortization of the repayment schedule for the remaining principal balance.

(iii) When Borrowers desire to obtain an Equipment Advance, Borrowers shall notify Bank (which notice shall be irrevocable) no later than 3:00 p.m. Pacific time three (3) Business Days before the day on which the Equipment Advance is to be made. Such notice shall be made in accordance with the Pricing Addendum. The notice shall be signed by a Responsible Officer and include a copy of the invoice for any capital equipment, capitalized IT buildout expenses and/or tenant improvements to be financed.

2.4 **Section 4.5 (Lockbox)**. A new Section 4.5 is added to the Agreement to read as follows:

4.5 Lock Box.

(a) Each Borrower agrees that the Obligations shall be on a "remittance basis". Each Borrower shall at its sole expense establish and maintain (and Bank, at Bank' s option, may establish and maintain at Borrower' s expense): a United States Post Office lock box (the "Lock Box"), to which Bank shall have exclusive access and control. Each Borrower expressly authorizes Bank, from time to time, to remove the contents from the Lock Box, for disposition in accordance with this Agreement. Each Borrower shall notify all account debtors and other parties obligated to such Borrower that all payments made to Borrower (other than payments by electronic funds transfer) shall be remitted, for the credit of Borrower, to the Lock Box, and each Borrower shall include a like statement on all invoices. Each Borrower shall execute all documents and authorizations as required by Bank to establish and maintain the Lock Box.

(b) Each Borrower shall hold in trust for Bank all amounts that Borrower receives despite the directions to make payments to the Lock Box, and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit into the Lock Box.

After the occurrence and during the continuance of an Event of Default, all items or amounts remitted to the Lock Box or that Bank has otherwise received shall, in Bank' s sole discretion, be applied to the payment of any Obligations, whether then due or not, in such order or at such time of application as Bank may determine in its sole discretion. Bank shall not be liable for any loss or damage which a Borrower may suffer as a result of Bank' s processing of items or its exercise of any other rights or remedies under this Agreement, including without limitation indirect, special or consequential damages, loss of revenues or profits, or any claim, demand or action by any third party arising out of or in connection with the processing of items or the exercise of any other rights or remedies under this Agreement. Each Borrower shall indemnify and hold Bank harmless from and against all such third party claims, demands or actions, and all related expenses or liabilities, including, without limitation, attorney' s fees and including claims, damages, fines, expenses, liabilities or causes of action of whatever kind resulting from bank' s own negligence except to the extent (but only to the extent) caused by Bank' s gross negligence or willful misconduct

2.5 **Section 6.6 (Accounts)**. Section 6.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

6.6 Accounts. Each Borrower (other than New Borrower) shall maintain at all times, and shall cause each of its Subsidiaries to maintain at all times, all of its depository, operating and investment accounts with Bank. Beginning on July 31, 2019 and at all times thereafter. New Borrower shall maintain, and shall cause each of its Subsidiaries to maintain, all of its depository, operating and investment accounts with Bank.

2.6 **Section 6.7 (Financial Covenants)**. Section 6.7 of the Agreement is hereby amended and restated in its entirety to read as follows:

6.7 Financial Covenants. Each Borrower shall at all times maintain the following financial ratios and covenants:

(a) Minimum Liquidity. If, as of the last day of any calendar month, the aggregate amount of the Obligations is equal to or greater than $12,000,000, then, beginning as of the first day of the immediately following month and continuing for the remainder of such calendar quarter and until such time as Bank receives satisfactory evidence of Borrowers' cumulative revenue growth for the following calendar quarter. Borrowers shall maintain minimum Liquidity on a consolidated basis in an amount greater than:

(i) If cumulative revenue growth for Borrowers is greater than 25%, measured quarterly as of the last day of the respective quarter of determination, Borrowers shall maintain Liquidity in an amount greater than $3,000,000;

(ii) If cumulative revenue growth for Borrowers is greater than 15% and equal to or less than 25%, measured quarterly as of the last day of the respective quarter of determination, Borrowers shall maintain Liquidity in an amount greater than $4,000,000; and

(iii) If cumulative revenue growth for Borrowers is less than or equal to 15%, measured quarterly as of the last day of the respective quarter of determination Borrower shall maintain Liquidity in an amount greater than $5,000,000.

For purposes of this Section 6.7(a), revenue growth shall be calculated on a cumulative year to date basis. Revenue growth for 2019 shall be based on an annualized cumulative year to date amount beginning September 30, 2019. For each subsequent year, revenue growth shall be determined as follows: Quarter 1 annualized, Quarter 1 + Quarter 2 annualized, Quarter 1 + Quarter 2 + Quarter 3 annualized, and Quarter 1 + Quarter 2 + Quarter 3 + Quarter 4 annualized.

2.7 **Deletion of Sections 6.10-6.13 (Collection of Accounts Receivable; Collection of Accounts Receivable; Management of Collateral; Accounts Receivable Documentation; Status of Accounts Receivable and Other Collateral)**. Sections 6.10 through 6.13 of the Agreement are each hereby deleted.

2.8 **Section 6.18 (JPMorgan Chase Lien Terminations)**. A new Section 6.18 is added to the Agreement to read as follows:

6.18 JPMorgan Chase Lien Terminations. Within 30 days after the First Amendment Date, Borrowers shall deliver to Bank evidence in form and substance satisfactory to Bank that all Liens in favor of JPMorgan Chase on each Borrower' s property, including each Borrower' s Intellectual Property, have been terminated and released. Without limiting the generality of the foregoing, within 30 days after the First Amendment Date Borrowers shall deliver to Bank, each in form and substance satisfactory to Bank, (i) a file-stamped amendment to the UCC financing statement in favor of JPMorgan Chase, amending such financing statement to exclude all property acquired by any Borrower from collateral described or covered under such financing statement and (ii) an intellectual property release, duly executed by JPMorgan Chase and duly recorded with the United States Patent and Trademark Office, releasing JPMorgan Chase' s interest in Borrower' s trademark(s), and (iii) such further documents, instruments and agreements (and Borrowers shall take such further action) as may be requested by Bank to effect the purposes of this Section 6.18 and Section 7.5. Bank does not waive (and nothing in this Section 6.18 is or shall be construed as a waiver of) any Borrower' s obligations under this or any other section of the Agreement or any failure by any Borrower to perform its obligations in strict accordance with the Agreement.

2.9 **Section 7.14 (Transfers)**. A new Section 7.14 is added to the Agreement to read as follows

7.14 Transfers: Investments to Provider Affiliates. No Borrower shall pay or transfer any cash or other property to, or make any Investments in, any Provider Affiliate without Bank' s prior written consent. As used herein, a "Provider Affiliate" includes ZINNI CLINIC PC, a California corporation, ACTIVATE CLINIC, P.C., an Illinois corporation, ACTIVATE HEALTHCARE, PC, an Indiana corporation, ACTIVATE CLINIC, PSC, a Kentucky corporation, ACTIVATE HEALTHCARE (MICHIGAN), PC, a Michigan corporation, ACTIVATE ZINNI, PC, a Nevada corporation, ACTIVATE HEALTHCARE (OHIO), INC., an Ohio corporation, ACTIVATE PENNSYLVANIA CLINICS, PC, a Pennsylvania corporation, BROOKS ACTIVATE CLINIC PROFESSIONAL CORPORATION, a Maryland corporation ('Brooks"), and WEST VIRGINIA HEALTH CLINICS, PLLC, a West Virginia limited liability company and/or any other parent entity or Affiliate of such Person, and the successors and assigns of each of the foregoing.

2.10 **Exclusion of New Borrower Accounts from Eligible Accounts**. Notwithstanding anything to the contrary contained in the Agreement, "Eligible Accounts" shall not include Accounts of New Borrower unless Bank has first received results from a Collateral audit of New Borrower which results are satisfactory to Bank.

2.11 **Amendment to LIBOR/PRRA**. The defined term "Applicable Margin" set forth in Section 1c of the LIBOR/PRRA is amended to read as follows:

c. "Applicable Margin" means:

(1) in respect of the LIBOR-based Rate, (i) three percent (3.00%) per annum with respect to the Equipment Advances (as defined in the Agreement), and (ii) three percent (3.00%) per annum with respect to the Advances (as defined in the Agreement); and

(2) in respect of the Prime Referenced Rate, (i) zero (0.00%) per annum with respect to the Equipment Advances (as defined in the Agreement), and (ii) zero (0.00%) per annum with respect to the Advances (as defined in the Agreement).

2.12 **Exhibit C (Compliance Certificate)**. Exhibit C to the Agreement is hereby amended and restated in its entirety as set forth on Exhibit C hereto.

2.13 **Exhibit C (Trademarks)**. Exhibit C (Trademarks) to the Existing Borrower IPSA is hereby amended and restated in its entirety as set forth on Exhibit C (Trademarks) hereto.

3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement.

4. The Agreement, as amended by this Amendment, remains in full force and effect in accordance with its terms. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, or any other Loan Document, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

5. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment (except to the extent such representations and warranties expressly relate to another date), and, except for the Existing Defaults, no Event of Default has occurred and is continuing.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

7. Sections 11 and 12 of the Agreement are incorporated herein, mutatis mutandis.

8. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance reasonably satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrowers;

(b) corporation resolutions and incumbency certification authority to procure loans with respect to incumbency and resolutions (or limited liability company authority to procure loans with respect to incumbency and resolutions, as applicable), duly executed by each Borrower.

(c) formation documents (certificate/articles of formation and limited liability company/operating agreement) of New Borrower;

(d) an Intellectual Property Security Agreement, duly executed by New Borrower;

(e) UCC financing statement (for New Borrower);

(f) Itemization of Amount Financed Disbursement Instructions (Revolver);

(g) Itemization of Amount Financed Disbursement Instructions (Equipment Advances);

(h) payment of a fee equal to $15,000 plus an amount equal to all Bank Expenses incurred in connection with this Amendment; and

(i) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

PALADINA HEALTH, LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

DPC MEDICAL GROUP, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

ACTIVATE HEALTHCARE LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

COMERICA BANK

By: /s/ Walter Weston
Name: Walter Weston
Title: SVP

EXHIBIT C

COMPLIANCE CERTIFICATE

Please send all Required Reporting to:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
1800 Bering Drive
San Jose, CA 95112
Email directly to: dhollenbeck@comerica.com and
NWComplianceMcomerica.com

FROM: Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, Paladina Health Medical Group, PC and Activate Healthcare LLC

The undersigned authorized Officers of Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C., Paladina Health Medical Group, PC and Activate Healthcare LLC (each a "Borrower", and, collectively, "Borrowers"), each hereby certify that in accordance with the terms and conditions of the Loan and Security Agreement between Borrowers and Bank (the "Agreement"), (i) Each Borrower is in complete compliance for the period ending _____ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.8, except as noted below and (ii) all representations and warranties of each Borrower stated in the Agreement are true and correct in all material respects as of the date hereof. Attached herewith are the required documents supporting the above certification. Each Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable"

REPORTING COVENANTS	REQUIRED	COMPLIES	
Company Prepared Monthly F/S (consolidating and consolidated)	Monthly, within 30 days	YES	NO
Compliance Certificate	Monthly, within 30 days	YES	NO
CPA Audited, Unqualified F/S	Annually, within 150 days of FYE beginning w/FYE 2018	YES	NO
Borrowing Base Certificate	Monthly, within 30 days	YES	NO
A/R Agings	Monthly, within 30 days	YES	NO
A/P Agings	Monthly, within 30 days	YES	NO
Annual Business Plan (incl. operating budget)	Annually, within 30 days of FYE	YES	NO
Audit	Initial and Semi-Annual	YES	NO
Intellectual Property Report	Within 30 days of each quarter	YES	NO
If Public			
10-Q	Quarterly, within 5 days of SEC Filing (50 days)	YES	NO
10-K	Quarterly, within 5 days of SEC Filing (95 days)	YES	NO
Total amount of Borrowers' cash and investments	Amount: $_____	YES	NO
Total amount of Borrowers' cash and investments maintained with Bank	Amount: $_____	YES	NO

	DESCRIPTION	APPLICABLE	
Legal Action > $100,000	Notify promptly upon notice _____	YES	NO
Inventory Disputes > $100,000	Notify promptly upon notice _____	YES	NO
Mergers & Acquisitions	Notify promptly upon notice _____	YES	NO
Cross default with other agreements > $100,000	Notify promptly upon notice _____	YES	NO
Judgments > $100,000	Notify promptly upon notice _____	YES	NO

FINANCIAL COVENANTS	REQUIRED	ACTUAL	COMPLIES	
Minimum Liquidity	See Agreement	_____	YES	NO

OTHER COVENANTS	REQUIRED	ACTUAL	COMPLIES	
Permitted Indebtedness for equipment leases	<$100,000	_____	YES	NO
Permitted Investments for stock repurchase	<$100,000	_____	YES	NO
Permitted Investments for subsidiaries	<$100,000	_____	YES	NO
Permitted Investments for employee loans	<$100,000	_____	YES	NO
Permitted Investments for joint ventures	<$100,000	_____	YES	NO
Permitted Liens for equipment leases	<$100,000	_____	YES	NO
Permitted Transfers	<$100,000	_____	YES	NO

Please Enter Below Comments Regarding Violations:

Each Officer further acknowledges that at any time any Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no credit extensions will be made.

Very truly yours,

PALADINA HEALTH, LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

DPC MEDICAL GROUP, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

ACTIVATE HEALTHCARE LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

EXHIBIT C (to Existing Borrower IPSA)

Trademarks

Owner	Description	Registration/ Application Number	Registration/ Application Date
Paladina	PALADINA HEALTH	4,255,049	12/04/12

COMERICA BANK

Member FDIC

ITEMIZATION OF AMOUNT FINANCED
DISBURSEMENT INSTRUCTIONS
(Revolver)

Name(s): Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C, Paladina Health Medical Group, PC and Activate Healthcare LLC

Date: May 31, 2019

$	credited to deposit account No. _____ when Advances are requested or disbursed to Borrowers by cashier' s check or wire transfer

Amounts paid to others on your behalf:

$	to Comerica Bank for Loan Fee
$	to Comerica Bank for Document Fee
$	to Comerica Bank for accounts receivable audit (estimate)
$	to Bank counsel fees and expenses
$	to _____
$	to _____
$	TOTAL (AMOUNT FINANCED)

Upon consummation of this transaction, this document will also serve as the authorization for Comerica Bank to disburse the loan proceeds as stated above.

[signature page follows]

PALADINA HEALTH, LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

DPC MEDICAL GROUP, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

ACTIVATE HEALTHCARE LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

COMERICA BANK

Member FDIC

ITEMIZATION OF AMOUNT FINANCED
DISBURSEMENT INSTRUCTIONS
(Equipment Advances)

Name(s): Paladina Health, LLC, DPC Medical Group, P.C., Paladina Medical Group of New Jersey, P.C, Paladina Health Medical Group, PC and Activate Healthcare LLC

Date: May 31, 2019

$	credited to deposit account No. _____ when Equipment Advances are requested or disbursed to Borrowers by cashier' s check or wire transfer

Amounts paid to others on your behalf:

$	to Comerica Bank for Loan Fee
$	to Comerica Bank for Document Fee
$	to Comerica Bank for accounts receivable audit (estimate)
$	to Bank counsel fees and expenses
$	to _____
$	to _____
$	TOTAL (AMOUNT FINANCED)

Upon consummation of this transaction, this document will also serve as the authorization for Comerica Bank to disburse the loan proceeds as stated above.

[signature page follows]

PALADINA HEALTH, LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

DPC MEDICAL GROUP, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

ACTIVATE HEALTHCARE LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

Exhibit 10.14

SECOND AMENDMENT AND WAIVER TO LOAN AND SECURITY AGREEMENT

This Second Amendment and Waiver to Loan and Security Agreement (the "Amendment") is entered into as of April 20, 2020, by and between COMERICA BANK, a Texas banking association ("Bank") and PALADINA HEALTH, LLC, a Delaware limited liability company formerly known as Davita DPC Management Company, LLC ("Paladina"), DPC MEDICAL GROUP, P.C., a Washington corporation ("DPC"), PALADINA MEDICAL GROUP OF NEW JERSEY, P.C., a New Jersey corporation ("Paladina New Jersey"), PALADINA HEALTH MEDICAL GROUP, PC, a Colorado corporation ("Paladina PC") and ACTIVATE HEALTHCARE LLC, an Indiana limited liability company ("Activate", and with Paladina, DPC, Paladina New Jersey, Paladina P.C. each a "Borrower" and collectively, the "Borrowers").

RECITALS

Borrowers and Bank are parties to that certain Loan and Security Agreement, dated as of June 27, 2018 (as amended, restated, supplemented, replaced, or otherwise modified from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement dated as of May 31, 2019, collectively, the "Agreement"), The parties desire to amend the Agreement in accordance with the terms of this Amendment.

Borrower has requested that Bank provide certain waivers, and Bank is willing to do so on the terms and subject to the conditions set forth in this Amendment.]

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

I. **Incorporation by Reference**. The Recitals and the documents referred to therein are incorporated herein by this reference. Except as otherwise noted, the terms used but not defined herein shall have the meaning set forth in the Agreement.

II. **Amendment to the Agreement**. Subject to the satisfaction of the conditions precedent as set forth in Article IV hereof, the Agreement is hereby amended as set forth below.

A. Section 6.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

"Accounts. Each Borrower shall maintain at all times, and shall cause each of its Subsidiaries to maintain at all times, all of its depository, operating and investment accounts, with Bank. Notwithstanding the foregoing, Borrowers may maintain an aggregate balance in an amount not to exceed Three Hundred Thousand Dollars ($300,000) outside of Bank."

III. **Waiver**. Events of Default have occurred and continue to exist under the Agreement due to Borrower' s failure to maintain all of its depository, operating and investment accounts with Bank for the period from May 31, 2019 through the date of this Amendment, in violation of Section 6.6 of the Agreement (the "Existing Default"), Each Borrower requests that Bank waive the Existing Default. Subject to each Borrower' s compliance with the terms and conditions of the Amendment and the Agreement, Bank hereby waives the Existing Default. Bank does not waive any other failure by each Borrower to perform its obligations under the Agreement or the other Loan Documents. This waiver is not a continuing waiver with respect to any failure by each Borrower to perform any obligation under the Agreement (as amended by this Amendment) or the other Loan Documents, is specific as to content and time and shall not constitute a waiver of any other current or future default or breach under the Agreement or any other Loan Document, including, without limitation, each Borrower' s obligations under Section 6.6 of the Agreement.

IV. **Legal Effect.**

A. The Agreement is hereby amended wherever necessary to reflect the changes described above. Each Borrower agrees that it has no defenses against the obligations to pay any amounts under the Agreement.

B. Each Borrower understands and agrees that in modifying the existing Obligations, Bank is relying upon each Borrower' s representations, warranties, and agreements, as set forth in the Agreement and the other Loan Documents. Except as expressly modified pursuant to this Amendment, the terms of the Agreement and the other Loan Documents remain unchanged, and in full force and effect. Bank' s agreement to modify the existing Agreement pursuant to this Amendment in no way shall obligate Bank to make any future modifications to the Agreement. Nothing in this Amendment shall constitute a satisfaction of the Obligations. It is the intention of Bank and each Borrower to retain as liable parties, all makers and endorsers of the Agreement and the other Loan Documents, unless the party is expressly released by Bank in writing. No maker, endorser, or guarantor will be released by virtue of this Amendment. The terms of this paragraph apply not only to this Amendment, but also to all subsequent loan modification requests.

C. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This is an integrated Amendment and supersedes all prior negotiations and agreements regarding the subject matter hereof. All modifications hereto must be in writing and signed by the parties.

IV. **Conditions Precedent**. Except as specifically set forth in this Amendment, all of the terms and conditions of the Agreement and the other Loan Documents remain in full force and effect. The effectiveness of this Amendment is conditioned upon receipt by Bank of:

A. This Amendment, duly executed by each Borrower;

B. A legal fee from Borrower in the amount of $350.00, which may be debited from any Borrower' s accounts maintained with Bank; and

C. Such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

{Remainder of page left intentionally blank; Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

BORROWER

PALADINA HEALTH, LLC, a Delaware limited liability company formerly known as Davita DPC Management Company, LLC

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

DPC MEDICAL GROUP, P.C. a Washington corporation

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C., a New Jersey corporation

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

PALADINA HEALTH MEDICAL GROUP, PC, a Colorado corporation

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

ACTIVATE HEALTHCARE LLC, an Indiana limited liability company

By: /s/ Tracy Stephens
Name: Tracy Stephens
Title: CFO

BANK

COMERICA BANK, a Texas banking association

By: /s/ Shane Merkord
Name: Shane Merkord
Title: Vice President

Exhibit 10.15

THIRD AMENDMENT AND JOINDER
TO
LOAN AND SECURITY AGREEMENT

This Third Amendment and Joinder to Loan and Security Agreement is entered into as of March 25, 2021 (the "Amendment") by and among COMERICA BANK ("Bank"), EVERSIDE HEALTH, LLC, a Delaware limited liability company formerly known as Paladina Health, LLC which was formerly known as Davita DPC Management Company, LLC ("Everside"), PALADINA MEDICAL GROUP OF NEW JERSEY, P.C., a New Jersey corporation ("Paladina New Jersey"), PALADINA HEALTH MEDICAL GROUP, PC, a Colorado corporation ("Paladina PC"), ACTIVATE HEALTHCARE LLC, an Indiana limited liability company ("Activate"), HEALTHSTAT, INC., a North Carolina corporation ("Healthstat"), GATEWAY DIRECT PRIMARY CARE JV, LLC, a Delaware limited liability company ("Gateway"), HEALTHSTAT WELLNESS, INC., a California professional medical corporation ("HSW"), PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION, a California professional corporation ("CA PC") and PALADINA DPC HOLDING CO., LLC, a Delaware limited liability company ("DPC Holding") and together with Everside, Paladina New Jersey, Paladina PC, Activate, Healthstat, Gateway, HSW, CA PC and DPC Holding each a "Borrower" and collectively, the "Borrowers" provided that each reference to "Borrower" or "Borrowers" in the Agreement and the Loan Documents shall mean and refer to each Borrower, individually, and/or to all the Borrowers, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Everside, Paladina New Jersey, Paladina PC and Activate (collectively, the "Existing Borrowers") and Bank are parties to that certain Loan and Security Agreement dated as of June 27, 2018 as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated May 31, 2019 and that certain Second Amendment and Waiver to Loan and Security Agreement dated April 20, 2020 (as the same may from time to time be further amended, restated, modified or supplemented, the "Agreement").

B. Existing Borrowers wish to add each of Healthstat, Gateway, HSW, CA PC and DPC Holding (each a "New Borrower" and collectively, the "New Borrowers") as a Borrower under the Agreement. Bank is willing to do so, on the terms and conditions set forth in this Amendment. Bank and Borrowers also wish to amend the Agreement and enter into the Pricing Addendum in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Paladina Name Change. All references in the Agreement to "Paladina Health, LLC" shall mean and refer to "Everside Health, LLC". Any reference in the Agreements to "Paladina", "Borrower", "Debtor" or "Grantor" or other terms that refer to Paladina Health, LLC shall, effective February 10, 2021, mean and refer to Everside Health, LLC.

2. Addition of Co-Borrowers; Joinder.

2.1. By execution and delivery of this Amendment, each New Borrower shall, and hereby, becomes a Borrower (as defined in the Agreement) under the Agreement and the applicable Loan Documents as if an original signatory thereto effective as of the date hereof. Each New Borrower is hereby deemed a Borrower under the Agreement and the Loan Documents. Each reference to "Borrower" in the Agreement and/or in each Loan Document shall mean and refer to each of Everside, Paladina New Jersey, Paladina PC, Activate, Healthstat, Gateway, HSW, CA PC and DPC Holding, both individually and collectively, as determined by Bank as the context may require.

2.2. Each New Borrower further: (i) acknowledges and agrees that it has read the Agreement and the Loan Documents, (ii) consents to all of the provisions of the Agreement and the Loan Documents relating to a Borrower, and (iii) acknowledges and agrees that this Amendment and the Agreement have been freely executed without duress and after an opportunity was provided to New Borrower for review of this Amendment by competent legal counsel of its choice.

2.3. Without limiting the generality of the foregoing, each New Borrower grants Bank a security interest in the Collateral to secure performance and payment of all Obligations under the Agreement. Each Borrower authorizes Bank to file one or more UCC Financing Statements reflecting New Borrowers as Debtor and Bank as Secured Party.

3. Termination of Equipment Line; Repayment in full of Equipment Advances. Notwithstanding anything to the contrary contained in the Agreement, effective as of the Third Amendment Date, the Equipment Line is terminated and Borrowers shall not request or receive any further Equipment Advances or Credit Extensions under the Equipment Line. On or prior to the Third Amendment Date (and prior to, or simultaneous with, the effectiveness of this Amendment), Borrowers shall repay in full all Obligations owing in connection with the Equipment Advances.

4. Amendments

4.1. Definitions. The following defined terms in Exhibit A referenced in Section 1.1 of the Agreement are added to, or amended, to read as follows:

"Ancillary Services" means any products or services requested by a Borrower and approved in writing by Bank under the Revolving Line, including Letters of Credit or Credit Card Services.

"Ancillary Services Sublimit" means an aggregate sublimit for Ancillary Services under the Revolving Line not to exceed Two Million Dollars ($2,000,000).

"Ancillary Services Usage" means, as of any date of determination, the aggregate outstanding amount of all Ancillary Services provided by Bank, including without limitation, the outstanding and undrawn amounts of all Letters of Credit, the aggregate limits of all corporate credit cards and merchant card or account processing reserves, and any other limits established, or reserves taken, by Bank in connection with other services requested by Borrower and approved in writing by Bank.

"Audit Frequency Trigger Event" means the aggregate Obligations have at any time exceeded Fifteen Million Dollars ($15,000,000).

"Average Cash Burn" means an amount equal to the change in Borrowers' Cash over a trailing six (6) month period (that has been adjusted for any changes to Cash as a result of borrowings and repayments of borrowings, proceeds from the sale of Equity Interests and the exercise of any options or warrants, paid-in-capital and minority interest, financial debt, equity and/or paid-in-capital and capital expenditures financed under a capital lease, earnout payments or other similar payments or financing obligations and deferred purchase price payments), divided by six (6).

"Borrowing Base" means, as of any date of determination, an amount equal to six (6) times the Clinical EBITDA of Borrowers for any given period.

"Cash" means unrestricted cash and cash equivalents of Borrowers maintained at Bank.

"Clinical EBITDA" means revenue of Borrowers for any given period, less Clinic Level Expenses for such period. For the avoidance of doubt, "Clinical EBITDA" shall not at any time include revenue of a Person that is not a Borrower under this Agreement, even if such Person is consolidated with a Borrower in accordance with GAAP.

"Clinic Level Expenses" means clinic level expenses of Borrowers incurred in the ordinary course of business, as calculated by Borrowers as of the Third Amendment Date. "Clinic Level Expenses" include salary, benefits, supplies, travel and entertainment, rent, utilities, facilities, insurance, professional fees, human resources, information technology, marketing, taxes and license and legal fees.

"Credit Extension" means each Advance, use of the Ancillary Services or any other extension of credit by Bank to or for the benefit of Borrowers hereunder.

"Provider Affiliate" has the meaning assigned in Section 7.14.

"Indebtedness" means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, (d) all Contingent Obligations, and (e) all obligations arising under or in connection with the Ancillary Services Sublimit, if any.

"Initial Transition Period" means the period beginning on the Third Amendment Date and ending on the date that is one hundred fifty (150) days after the Third Amendment Date.

"Initial Transition End Date" means the date that is one hundred fifty (150) days after the Third Amendment Date.

"Final Transition Period" means the period beginning on the Initial Transition End Date and ending on the date that is ninety (90) days after the Initial Transition End Date.

"Final Transition End Date" means the date that is two hundred forty (240) days after the Third Amendment Date.

"Liquidity" means the sum of unrestricted cash of Borrowers maintained at Bank plus the net amount of Advances available under Section 2.1 (b)(i H ' "Pricing Addendum" means that certain Prime Reference Rate Addendum to Loan and Security Agreement dated as of the Third Amendment Date, by and between Borrowers and Bank (as the same may be amended and/or restated from time to time).

"Revolving Line" means a Credit Extension of up to Forty Million Dollars ($40,000,000) (inclusive of any amounts outstanding under the Ancillary Services Sublimit).

"Revolving Maturity Date" means March 25, 2023 *provided however that* if the Revolving Extension Milestone is achieved then "Revolving Maturity Date" shall thereafter mean March 25, 2024.

"Revolving Extension Milestone" means Bank has received evidence satisfactory to Bank that (i) Borrower has achieved trailing twelve (12) month revenue at September 30, 2022 of at least Two Hundred Ten Million Dollars ($210,000,000), and (ii) Liquidity exceeds twelve (12) months of Average Cash Burn.

"Third Amendment Date" means March 25, 2021.

4.2. Subclause (e) of the defined term "Permitted Investments" is hereby deleted and shall read as follows: "(e) [Reserved]".

4.3. **Section 1.2 (Accounting Terms)**. Section 1.2 of the Agreement is amended to read as follows:

1.2 Accounting Terms. All accounting terms not specifically or completely defined on Exhibit A hereto shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP as in effect as of the Third Amendment Date, except as otherwise specifically prescribed herein. If at any time any change (or implementation of a previously agreed upon change) in GAAP would affect the computation of any financial ratio or requirement (including any negative covenant "basket") set forth in any Loan Document, and

Borrower or Bank shall request, Bank and Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided, that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein, and (ii) Borrower(s) shall provide to Bank financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Without limiting the foregoing, as used in this Agreement, "revenue" shall mean revenue, as determined in accordance with GAAP as in effect as of the Third Amendment Date and shall continue to be recognized and accounted for on a basis consistent with that for all purposes of this Agreement, notwithstanding any change (or implementation of a previously agreed upon change) in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

4.4. Section 2.1 (b) (Advances under the Revolving Line). Section 2.1(b) of the Agreement is amended and restated in its entirety to read as follows:

(b) Advances Under Revolving Line

(i) Amount. Subject to and upon the terms and conditions of this Agreement Borrowers may request Advances in an aggregate outstanding amount not to exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base, less the Ancillary Services Usage. Except as set forth in the Pricing Addendum or in this Agreement, amounts borrowed pursuant to this Section 2.1(b) may be repaid and re-borrowed at any time without penalty or premium prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) shall be immediately due and payable. Any repayment hereunder shall also be accompanied by the payment of all accrued and unpaid interest on the amount so repaid. Borrowers hereby acknowledge and agree that the foregoing shall not, in any way whatsoever, limit, restrict, or otherwise affect Bank' s right to make demand for payment of all or any part of the Obligations under the Agreement due on a demand basis (if any) in Bank' s sole and absolute discretion.

(ii) Form of Request. Whenever Borrowers desire an Advance, a Borrower will notify Bank (which notice shall be irrevocable) no later than 3:00 p.m. Pacific Time on the Business Day that the Advance is to be made. Each such notice shall be made in accordance with Section 2.3(c) hereto. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer, or without instructions if in Bank' s discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. The notice shall be signed by a Responsible Officer. Bank will credit the amount of Advances made under this Section 2.1(b) to a Borrower' s deposit account maintained at Bank.

(iii) Letter of Credit Sublimit. Subject to the availability under the Revolving Line, and in reliance on the representations and warranties of each Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrowers such Letters of Credit as a Borrower may request by delivering to Bank a duly executed letter of credit application on Bank' s standard form; *provided, however, that* the outstanding and undrawn amounts under all such Letters of Credit, when added to the aggregate Ancillary Services Usage for all other Ancillary Services, (i) shall not at any time exceed the Ancillary Services Sublimit, and (ii) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Line; and *provided further, that* the maturity date of any such Letter of Credit shall not be later than the Revolving Maturity Date. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Line. All Letters of Credit shall be in form and substance and shall include terms (including, without limitation, the expiration date thereof) acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank' s form of letter of credit application and agreement. Borrowers will pay any standard issuance and other fees that Bank notifies Borrowers it will charge for issuing and processing Letters of Credit.

(iv) Credit Card Services Sublimit. Subject to the terms and conditions of this Agreement, a Borrower may request corporate credit cards and standard and e-commerce merchant account services from Bank (collectively, the "Credit Card Services"). The aggregate limit of the corporate credit cards and merchant credit card processing reserves, when added to the aggregate Ancillary Services Usage for all other Ancillary Services, shall not exceed the Ancillary Services Sublimit, provided that availability under the Revolving Line shall be reduced by the aggregate limits of the corporate credit cards issued to a Borrower and merchant credit card processing reserves. In addition, Bank may, in its sole discretion, charge as Advances any amounts that become due or owing to Bank in connection with the Credit Card Services. The terms and conditions (including repayment and fees) of such Credit Card Services shall be subject to the terms and conditions of the Bank' s standard forms of application and agreement for the Credit Card Services, which such Borrower hereby agrees to execute.

(v) Collateralization of Obligations Extending Beyond Maturity. If a Borrower has not secured to Bank' s satisfaction its obligations with respect to any Ancillary Services that may extend beyond the Revolving Maturity Date, then, effective as of the Revolving Maturity Date, the balance in any deposit accounts held by Bank and the certificates of deposit or time deposit accounts issued by Bank in a Borrower' s name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates or accounts), shall automatically secure such obligations to the extent of the Ancillary Services Usage, including without limitation, then continuing or outstanding and undrawn Letters of Credit and Credit Card Services; provided, however, that if there are insufficient balances in such accounts to secure such obligations. Borrowers shall immediately deposit such additional funds as are necessary to fully secure such obligations. Borrowers authorize Bank to hold such balances in pledge and to decline to honor any drafts thereon or any requests by a Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as any Letters of Credit, Credit Card Services or other Ancillary Services are outstanding or continue.

4.5. Section 2.1(c) (Equipment Advances). Section 2.1(c) of the Agreement is hereby deleted in its entirety and shall read as follows:

(c) [Intentionally Omitted].

4.6. Section 2.2(Overadvances). Section 2.2 of the Agreement is amended to read as follows:

2.2 Overadvances. If the aggregate amount of the outstanding Advances at any time exceeds the amount equal to (a) the lesser of the Revolving Line or the Borrowing Base, in each case, minus (b) the Ancillary Services Usage, Borrowers shall immediately pay to Bank, in cash, the amount of such excess.

4.7. Section 2.4(b) (Unused Fee). Section 2.4(b) of the Agreement is amended to read as follows:

(b) Unused Facility Fee. A quarterly Unused Facility Fee equal to 0.20% per annum of the difference between the Revolving Line and the average outstanding principal balance of the Advances during the applicable quarter, which fee shall be payable in arrears within five (5) days of the last day of each such quarter and shall be nonrefundable.

4.8. Section 4.4 (Pledge of Interests). Section 4.4 of the Agreement is amended to read as follows

4.4 Pledge of Interests. Each Borrower hereby pledges, assigns and grants to Bank a security interest in all membership and other Equity Interests which are part of the Collateral, including without limitation such Borrower' s membership or other equity interests in its Subsidiaries (collectively, the "Interests"), together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as

security for the performance of the Obligations. Each Borrower represents and warrants that no Interests are certificated as of the Third Amendment Date. At such time that any Interests become certificated, the certificate or certificates for the Interests shall be promptly (and in any event within five (5) Business Days) delivered to Bank, accompanied by an instrument of assignment in form satisfactory to Bank duly executed in blank by Borrower, and Borrower shall reflect the pledge of such certificates in the applicable books and records of the entities whose ownership interests are part of the Interests, and any transfer agent, to reflect the pledge of the Shares. Upon the occurrence of an Event of Default, Bank may effect the transfer of the Interests into the name of Bank and cause the Interests to be issued in the name of Bank or its transferee. Borrowers will execute and deliver such documents, and take or cause to be taken such actions, as Bank may reasonably request to perfect or continue the perfection of Bank' s security interest in the Interests. Unless an Event of Default shall have occurred and be continuing, Borrowers shall be entitled to exercise any rights with respect to the Interests and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon the occurrence and continuance of an Event of Default. No Interests are held in a brokerage or similar securities account.

4.9. Section 4.5 (Lockbox). Section 4.5 of the Agreement is amended to read as follows:

4.5 Lock Box.

(a) Each Borrower agrees that the Obligations shall be on a "remittance basis". Each Borrower shall (and each New Borrower shall, prior to the Initial Transition End Date) at its sole expense establish and maintain (and Bank, at Bank' s option, may establish and maintain at each Borrower' s expense): a United States Post Office lock box (the "Lock Box"), to which Bank shall have exclusive access and control. Each Borrower expressly authorizes Bank, from time to time, to remove the contents from the Lock Box, for disposition in accordance with this Agreement. Each Borrower shall (and each New Borrower shall, beginning on the Initial Transition End Date and at all times thereafter) notify all account debtors and other parties obligated to such Borrower that all payments made to Borrower (other than payments by electronic funds transfer) shall be remitted, for the credit of Borrower, to the Lock Box, and each Borrower shall include a like statement on all invoices. Each Borrower shall execute all documents and authorizations as required by Bank to establish and maintain the Lock Box.

(b) Each Borrower shall hold in trust for Bank all amounts that Borrower receives despite the directions to make payments to the Lock Box, and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit into the Lock Box.

After the occurrence and during the continuance of an Event of Default, all items or amounts remitted to the Lock Box or that Bank has otherwise received shall, in Bank' s sole discretion, be applied to the payment of any Obligations, whether then due or not, in such order or at such time of application as Bank may determine in its sole discretion. Bank shall not be liable for any loss or damage which a Borrower may suffer as a result of Bank' s processing of items or its exercise of any other rights or remedies under this Agreement, including without limitation indirect, special or consequential damages, loss of revenues or profits, or any claim, demand or action by any third party arising out of or in connection with the processing of items or the exercise of any other rights or remedies under this Agreement. Each Borrower shall indemnify and hold Bank harmless from and against all such third party claims, demands or actions, and all related expenses or liabilities, including, without limitation, attorney' s fees and including claims, damages, fines, expenses, liabilities or causes of action of whatever kind resulting from bank' s own negligence except to the extent (but only to the extent) caused by Bank' s gross negligence or willful misconduct.

4.10. **Section 5.15 (Excluded Captive PCs)**. A new Section 5.15 is added to the Agreement to read as follows:

5.15 Excluded Captive PCs. There is no Person for which a Borrower or a Subsidiary performs management, administrative or business services pursuant to a management agreement or similar agreement, which is required to be consolidated in the financial statements of a Borrower in accordance with GAAP that is not a Borrower under this Agreement. No Borrower or Subsidiary owns any Equity Interest in a Person that is not a Borrower under this Agreement, other than for the Provider Affiliates. No Provider Affiliate maintains any assets, earns any revenue or conducts any business. If, at any time, a Provider Affiliate becomes active, maintains any assets or conducts any business or earns revenue, such Provider Affiliate shall become a Borrower in accordance with Section 6.16.

4.11. Section 6.2(d) of the Agreement is amended to read as follows:

(d) Bank shall have a right from time to time hereafter to audit Borrowers' Accounts and appraise Collateral at Borrowers' expense, provided that such audits will be conducted no more often than (i) every twelve (12) months so long as no Event of Default has occurred and is continuing and the Audit Frequency Trigger Event has not occurred, or (ii) every six (6) months if either an Event of Default has occurred and is continuing or the Audit Frequency Trigger Event has occurred.

4.12. **Section 6.6 (Accounts)**. Section 6.6 of the Agreement is amended and restated in its entirety to read as follows:

6.6 Accounts.

(a) Each Borrower (other than New Borrowers) shall maintain at all times, and shall cause each of its Subsidiaries to maintain at all times, all of its depository, operating and investment accounts with Bank.

(b) Each New Borrower shall maintain, and shall cause each of its Subsidiaries to maintain, all of its depository, operating and investment accounts with Bank *provided however that* (i) solely during the Initial Transition Period, New Borrowers may maintain accounts with a Person other than Bank *provided that* the aggregate amount maintained collectively by New Borrowers in all such accounts during the Initial Transition Period does not at any time exceed One Million Dollars ($1,000,000), and (ii) solely during the Final Transition Period, New Borrowers may maintain accounts with a Person other than Bank *provided that* the aggregate amount maintained collectively by New Borrowers in all such accounts during the Final Transition Period does not at any time exceed Five Hundred Thousand Dollars ($500,000). Beginning on the Final Transition End Date and at all times thereafter, each New Borrower shall maintain, and shall cause each of its Subsidiaries to maintain, all of its depository, operating and investment accounts with Bank.

4.13. **Section 6.7 (Financial Covenants)**. Section 6.7 of the Agreement is amended and restated in its entirety to read as follows:

6.7 Financial Covenants. Each Borrower shall at all times maintain the following financial ratios and covenants:

(a) Minimum Liquidity. If, as of the last day of any calendar month, the aggregate amount of the Obligations is equal to or greater than Fifteen Million Dollars ($15,000,000), then, beginning as of the first day of the immediately following month and continuing for the remainder of such calendar quarter and until such time as Bank receives satisfactory evidence of Borrowers'

cumulative revenue growth for the following calendar quarter. Borrowers shall maintain minimum Liquidity on a consolidated basis in an amount greater than:

(i) If cumulative revenue growth for Borrowers is greater than 10%, measured quarterly as of the last day of the respective quarter of determination, Borrowers shall maintain Liquidity in an amount greater than the greater of (x) $5,000,000 and/or (y) six (6) months Average Cash Burn;

(ii) If cumulative revenue growth for Borrowers is greater than 5% and equal to or less than 10%, measured quarterly as of the last day of the respective quarter of determination. Borrowers shall maintain Liquidity in an amount greater than the greater of (x) $5,000,000 and/or (y) eight (8) months Average Cash Burn; and

(iii) If cumulative revenue growth for Borrowers is less than or equal to 5%, measured quarterly as of the last day of the respective quarter of determination. Borrower shall maintain Liquidity in an amount greater than the greater of (x) $6,000,000 and/or (y) ten (10) months Average Cash Burn.

For purposes of this Section 6.7(a), (i) revenue growth shall be calculated on a year over year trailing four (4) quarter basis, and (ii) Healthstat revenue shall be added to Everside revenue for historical periods as determined by Bank.

4.14. Section 6.16 (Formation or Acquisition of Subsidiaries). Section 6.16 of the Agreement is amended to read as follows:

6.16 Formation or Acquisition of Subsidiaries.

(a) Notwithstanding and without limiting the generality of the negative covenants contained in Sections 7.3 and 7.7 hereof, at the time that any Borrower or Subsidiary forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Closing Date, or a Person exists which is required to be consolidated in the financial statements of a Borrower or a Subsidiary in accordance with GAAP, Borrowers shall (a) cause such new Subsidiary or Person to provide to Bank a secured guaranty or joinder to this Agreement to cause such Subsidiary to become a guarantor or co-borrower hereunder, together with such appropriate financing statements and/or control agreements, all in form and substance satisfactory to Bank (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary or Person), (b) provide to Bank appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary, in form and substance satisfactory to Bank, and (c) provide to Bank all other documentation in form and substance satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 6.16 shall be a Loan Document.

(b) Notwithstanding clause (a) of this Section 6.16, Borrowers shall not be required to cause Medsite Health Management, LLC (dba Healthstat Arkansas) to become a guarantor or Borrower pursuant to clause (a) of this Section 6.16 if Borrowers deliver to Bank, prior to March 31, 2021, evidence satisfactory to Bank of the dissolution of Medsite Health Management, LLC (dba Healthstat Arkansas).

4.15. Section 7.13 (Transfers; Investments to Parent Entities). Section 7.13 of the Agreement is amended to read as follows:

7.13 Transfers; Investments to Parent Entities. No Borrower shall pay or transfer any cash or other property to, or make any Investments in, any Parent Entity without Bank' s prior written

consent. As used herein, a "Parent Entity" includes Paladina Health Holdings, LLC, NEAPH Acquisitionco, Inc., NEAPH HOLDINGS, LLC, and/or any other parent entity or Affiliate of a Borrower, and the successors and assigns of each of the foregoing. The foregoing shall not prohibit Everside from (i) making distributions to each of its members (collectively, "Tax Distributions") in an amount not greater than the actual current income tax payments required to be made by each such member based upon the income of such member accruing due to the election of Borrower to be taxed as a limited liability company under the United States Internal Revenue Code and based upon the operations of Borrower and the resulting actual federal tax liability of such member unless an Event of Default has occurred that is continuing or would exist after given effect to such Tax Distributions, and (ii) issuing equity securities to Paladina DPC Holding Co., LLC in the ordinary course of business in exchange for cash funded to Everside by Paladina DPC Holding Co., LLC.

4.16. Section 7.14 (Transfers). Section 7.14 of the Agreement is amended to read as follows:

7.14 Transfers; Investments to Provider Affiliates. No Borrower shall pay or transfer any cash or other property to, or make any Investments in, any Provider Affiliate without Bank' s prior written consent. As used herein, a "Provider Affiliate" includes ZINNI CLINIC PC, a California corporation, ACTIVATE CLINIC, P.C., an Illinois corporation, ACTIVATE HEALTHCARE, PC, an Indiana corporation, ACTIVATE CLINIC, PSC, a Kentucky corporation, ACTIVATE HEALTHCARE (MICHIGAN), PC, a Michigan corporation, ACTIVATE ZINNI, PC, a Nevada corporation, ACTIVATE HEALTHCARE (OHIO), INC., an Ohio corporation, ACTIVATE PENNSYLVANIA CLINICS, PC, a Pennsylvania corporation, BROOKS ACTIVATE CLINIC PROFESSIONAL CORPORATION, a Maryland corporation ("Brooks"), WEST VIRGINIA HEALTH CLINICS, PLLC, a West Virginia limited liability company. Activate Clinic, Professional Service Corporation, a Wisconsin corporation, and/or any other parent entity or Affiliate of such Person, and the successors and assigns of each of the foregoing.

4.17. Section 9.1(k). A new clause (k) is added to Section 9.1 (Rights and Remedies) of the Agreement to read as follows:

(k) Demand that a Borrower (i) deposit cash with Bank in an amount equal to the amount of any Letters of Credit remaining undrawn, outstanding Credit Card Services, or other Ancillary Services, as collateral security for the repayment of any future drawings under such Letters of Credit, outstanding Credit Card Services, or other Ancillary Services, and (ii) pay in advance all Letter of Credit fees scheduled to be paid or payable over the remaining term of the Letters of Credit, Credit Card Services fees, and other Ancillary Services fees, and such Borrower shall promptly deposit and pay such amounts.

4.18. Section 13.9 (Electronic Signatures). A new Section 13.9 (Electronic Signatures) is added to the Agreement to read as follows:

13.9 Electronic Signatures. The parties agree that this Agreement and each Loan Document may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement and each Loan Document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement and each Loan Document, and that any electronically signed document (including this Agreement and each Loan Document) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank' s request. Borrowers shall deliver such original manually executed signatures to Bank).

4.19. Section 14.10 (Lead Borrower). A new Section 14.10 (Lead Borrower) is added to the Agreement to read as follows:

14.10 Lead Borrower. Each Borrower hereby designates EVERSIDE HEALTH, LLC, a Delaware limited liability company formerly known as Paladina Health, LLC ("Lead Borrower"), and irrevocably appoints Lead Borrower (and any of Lead Borrower' s designated officers, agents or employees), as such Borrower' s true and lawful attorney and as its representative and agent for all purposes under the Loan Documents, including requests for and receipt of Advances and other Credit Extensions, designation of interest rates, delivery or receipt of communications, delivery of financial information and reports, payment of Obligations, requests and agreements for waivers, amendments or other accommodations, any and all actions under the Loan Documents (including certification in respect of compliance with covenants and all borrowing base calculations), and all other dealings with Bank. Lead Borrower hereby accepts such appointment, designation and power of attorney. Notwithstanding anything to the contrary contained in this Agreement, Bank shall be entitled to rely upon, and shall be fully protected in relying solely upon, any notice or communication (including any Compliance Certificate, Borrowing Base Certificate, certification of financial statements, intellectual property report. Loan Advance/Paydown Request Form or other request for any Credit Extension) delivered by Lead Borrower on behalf of any Borrower, and the accuracy of the same as it relates to each Borrower. Each Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank may give any notice or communication with a Borrower hereunder to Lead Borrower only on behalf of such Borrower. Bank shall have the right, in its discretion, to deal exclusively with Lead Borrower for all purposes under the Loan Documents. Each Borrower agrees that any notice, election, communication, delivery, representation, agreement, action or undertaking on its behalf by Lead Borrower shall be binding upon and enforceable against it. Bank shall be entitled to rely on any notice given by a person who Bank reasonably believes to be a Responsible Officer of Lead Borrower or a designee thereof. Each Borrower acknowledges and agrees that Bank has agreed to the provisions of this Section 14.10 at the request of Borrowers, and as an accommodation to Borrowers, and that notwithstanding the foregoing or anything to the contrary contained herein. Bank may require each and/or any Borrower to execute, certify or confirm the accuracy of any agreement, certificate, instrument, calculation or other report, document or information (and upon Bank' s request, each Borrower shall deliver the same to Bank).

4.20. Exhibit C (Borrowing Base Certificate). Exhibit C to the Agreement is hereby amended and restated in its entirety as set forth on Exhibit C hereto

4.21. Exhibit D (Compliance Certificate). Exhibit D to the Agreement is hereby amended and restated in its entirety as set forth on Exhibit D hereto.

5. Certificated Equity Interests. Each Borrower represents and warrants that, as of the Third Amendment Date, none of the Equity Interests are certificated. If, after the Third Amendment Date, any Borrower' s Equity Interests, including a Borrower' s ownership of any New Borrower, shall become certificated. Borrowers shall, within five (5) days of the certification of any Equity Interests, promptly deliver to Bank certificate(s) for the Interests accompanied by an instrument of assignment duly executed in blank by each applicable Borrower, and Borrowers shall reflect the pledge of such certificates in the applicable books and records of the entities whose ownership interests are part of the Interests.

6. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement.

7. The Agreement, as amended by this Amendment, remains in full force and effect in accordance with its terms. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, or any other Loan Document, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

8. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment (except to the extent such representations and warranties expressly relate to another date), and no Event of Default has occurred and is continuing.

9. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

10. Sections 11 and 12 of the Agreement are incorporated herein, *mutatis mutandis*.

11. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance reasonably satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrowers;

(b) corporation resolutions and incumbency certification authority to procure loans with respect to incumbency and resolutions (or limited liability company authority to procure loans with respect to incumbency and resolutions, as applicable), duly executed by each Borrower;

(c) Prime Reference Rate Addendum to Loan and Security Agreement, duly executed by Borrowers;

(d) an Intellectual Property Security Agreement, duly executed by each New Borrower;

(e) repayment in full of all Equipment Advances (simultaneous with effectiveness of the Amendment) together with any other amounts outstanding under the Equipment Line;

(f) formation documents (certificate/articles of formation and limited liability company/operating agreement) of each New Borrower;

(g) UCC financing statement (for each New Borrower)

(h) UCC amendments to reflect Paladina name change and headquarter address change;

(i) A landlord waiver in form satisfactory to Bank, duly executed by the landlord of Borrowers' headquarters located at 1400 Wewatta Street, Denver, Colorado;

(j) a copy of the fully executed Healthstat Stock Purchase Agreement, together with all schedules, exhibits and attachments thereto and related documents;

(k) Lien and IP search results on each New Borrower (and Lien releases and/or terminations as may be requested by Bank including a file stamped termination of the UCC financing statement filed in CA against HSW in favor of Truist Bank);

(l) good standing certificates of each New Borrower;

(m) payment of a fee equal to $100,000, plus an amount equal to all Bank Expenses incurred in connection with this Amendment; and

(n) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written. The undersigned also acknowledges and agrees that the undersigned' s electronic signature below indicates the undersigned' s agreement to, and intention to be legally bound.

BORROWERS:

EVERSIDE HEALTH, LLC

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Chief Financial Officer

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Treasurer

HEALTHSTAT, INC.

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Treasurer

HEALTHSTAT WELLNESS, INC.

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Assistant Treasurer

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Treasurer

ACTIVATE HEALTHCARE LLC

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Chief Financial Officer

GATEWAY DIRECT PRIMARY CARE JV, LLC

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Chief Executive Officer

[SIGNATURE PAGE TO THIRD AMENDMENT AND JOINDER]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written. The undersigned also acknowledges and agrees that the undersigned' s electronic signature below indicates the undersigned' s agreement to, and intention to be legally bound.

BORROWERS:

PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Treasurer

PALADINA DPC HOLDING CO., LLC

By: /s/ Neil Flanagan
Name: Neil Flanagan
Title: Treasurer

[SIGNATURE PAGE TO THIRD AMENDMENT AND JOINDER]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written. The undersigned also acknowledges and agrees that the undersigned' s electronic signature below indicates the undersigned' s agreement to, and intention to be legally bound.

BANK:

COMERICA BANK

By: /s/ Shane Merkord
Name: Shane Merkord
Title: Vice President

EXHIBIT C

BORROWING BASE CERTIFICATE

EXHIBIT D

COMPLIANCE CERTIFICATE

Please send all Required Reporting to:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
1800 Bering Drive
San Jose, CA 95112
Email directly to: SGMerkord@comerica.com and
NWCompliance@comerica.com

FROM: **EVERSIDE HEALTH, LLC, PALADINA MEDICAL GROUP OF NEW JERSEY, P.C, PALADINA HEALTH MEDICAL GROUP, PC, ACTIVATE HEALTHCARE LLC, HEALTHSTAT, INC., GATEWAY DIRECT PRIMARY CARE JV, LLC, HEALTHSTAT WELLNESS, INC., PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION and PALADINA DPC HOLDING CO., LLC**

The undersigned authorized Officers of EVERSIDE HEALTH, LLC, PALADINA MEDICAL GROUP OF NEW JERSEY, P.C, PALADINA HEALTH MEDICAL GROUP, PC, ACTIVATE HEALTHCARE LLC, HEALTHSTAT, INC., GATEWAY DIRECT PRIMARY CARE JV, LLC, HEALTHSTAT WELLNESS, INC., PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION and PALADINA DPC HOLDING CO., LLC (each a "Borrower", and, collectively, "Borrowers"), each hereby certify that in accordance with the terms and conditions of the Loan and Security Agreement between Borrowers and Bank (the "Agreement"), (i) Each Borrower is in complete compliance for the period ending with _____ all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.8, except as noted below and (ii) all representations and warranties of each Borrower stated in the Agreement are true and correct in all material respects as of the date hereof. Attached herewith are the required documents supporting the above certification. Each Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

REPORTING COVENANTS	REQUIRED	COMPLIES	
Company Prepared Monthly F/S (consolidating and consolidated)	Monthly, within 30 days	YES	NO
Compliance Certificate	Monthly, within 30 days	YES	NO
CPA Audited, Unqualified F/S	Annually, within 150 days of FYE	YES	NO
Borrowing Base Certificate	Monthly, within 30 days	YES	NO
A/R Agings	Monthly, within 30 days	YES	NO
A/P Agings	Monthly, within 30 days	YES	NO
Annual Business Plan (incl. operating budget)	Annually, within 30 days of FYE	YES	NO
Audit	Initial and Semi-Annual [based on occurrence of Audit Frequency Trigger Event]	YES	NO
Intellectual Property Report	Within 30 days of each quarter	YES	NO
If Public			
10-Q	Quarterly, within 5 days of SEC Filing (50 days)	YES	NO
10-K	Quarterly, within 5 days of SEC Filing (95 days)	YES	NO
Total amount of Borrowers' cash and investments	Amount: $ _____	YES	NO
Total amount of Borrowers' cash and investments maintained with Bank	Amount: $ _____	YES	NO

	DESCRIPTION	APPLICABLE	
Legal Action > $100,000	Notify promptly upon notice _____	YES	NO
Inventory Disputes > $100,000	Notify promptly upon notice _____	YES	NO
Mergers & Acquisitions	Notify promptly upon notice _____	YES	NO
Cross default with other agreements > $100,000	Notify promptly upon notice _____	YES	NO
Judgments > $100,000	Notify promptly upon notice _____	YES	NO

FINANCIAL COVENANTS	REQUIRED	ACTUAL	COMPLIES	
Minimum Liquidity	See Agreement	_____	YES	NO

OTHER COVENANTS	REQUIRED	ACTUAL	COMPLIES	
Permitted Indebtedness for equipment leases	<$100,000	_____	YES	NO
Permitted Investments for stock repurchase	<$100,000	_____	YES	NO
Permitted Investments for subsidiaries	<$100,000	_____	YES	NO
Permitted Investments for employee loans	<$100,000	_____	YES	NO

Permitted Investments for joint ventures	<$100,000	_____	YES	NO
Permitted Liens for equipment leases	<$100,000	_____	YES	NO
Permitted Transfers	<$100,000	_____	YES	NO

Please Enter Below Comments Regarding Violations:

Each Officer further acknowledges that at any time any Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no credit extensions will be made.

Very truly yours,

BORROWERS:

EVERSIDE HEALTH, LLC

By: _____
Name: _____
Title: _____

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: _____
Name: _____
Title: _____

PALADINA HEALTH MEDICAL GROUP, PC

By: _____
Name: _____
Title: _____

ACTIVATE HEALTHCARE LLC

By: _____
Name: _____
Title: _____

HEALTHSTAT, INC.

By: _____
Name: _____
Title: _____

GATEWAY DIRECT PRIMARY CARE JV, LLC

By: _____
Name: _____
Title: _____

HEALTHSTAT WELLNESS, INC.

By: _____
Name: _____
Title: _____

PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION

By: _____
Name: _____
Title: _____

PALADIN ADPC HOLDING CO., LLC

By: _____
Name: _____
Title: _____

Exhibit 10.16

FOURTH AMENDMENT AND JOINDER
TO
LOAN AND SECURITY AGREEMENT

This Fourth Amendment and Joinder to Loan and Security Agreement is entered into as of July 12, 2021 (the "Amendment") by and among COMERICA BANK ("Bank"), EVERSIDE HEALTH, LLC, a Delaware limited liability company formerly known as Paladina Health, LLC which was formerly known as Davita DPC Management Company, LLC ("Everside"), PALADINA MEDICAL GROUP OF NEW JERSEY, P.C., a New Jersey corporation ("Paladina New Jersey"), PALADINA HEALTH MEDICAL GROUP, PC, a Colorado corporation ("Paladina PC"), ACTIVATE HEALTHCARE LLC, an Indiana limited liability company ("Activate"), HEALTHSTAT, INC., a North Carolina corporation ("Healthstat"), GATEWAY DIRECT PRIMARY CARE JV, LLC, a Delaware limited liability company ("Gateway"), HEALTHSTAT WELLNESS, INC., a California professional medical corporation ("HSW"), PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION, a California professional corporation ("CA PC") and PALADINA DPC HOLDING CO., LLC, a Delaware limited liability company ("DPC Holding"), R-HEALTH, INC., a Pennsylvania corporation ("R-Health" and together with Everside, Paladina New Jersey, Paladina PC, Activate, Healthstat, Gateway, HSW, CA PC and DPC Holding each a "Borrower" and collectively, the "Borrowers" provided that each reference to "Borrower" or "Borrowers" in the Agreement and the Loan Documents shall mean and refer to each Borrower, individually, and/or to all the Borrowers, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Everside, Paladina New Jersey, Paladina PC, Activate, Healthstat, Gateway, HSW, CA PC and DPC Holding (collectively, the "Existing Borrowers") and Bank are parties to that certain Loan and Security Agreement dated as of June 27, 2018 as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated May 31, 2019, that certain Second Amendment and Waiver to Loan and Security Agreement dated April 20, 2020 and that certain Third Amendment and Joinder to Loan and Security Agreement dated as of March 25, 2021, that certain Waiver of Default letter, dated as of March 25, 2021 and that certain waiver letter dated June 25, 2021 (as the same may from time to time be further amended, restated, modified or supplemented, the "Agreement").

B. Existing Borrowers wish to add R-HEALTH, INC. ("New Borrower") as a Borrower under the Agreement. Bank is willing to do so, on the terms and conditions set forth in this Amendment. Bank and Borrowers also wish to amend the Agreement and the Loan Documents in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Addition of Co-Borrower; Joinder.

1.1. By execution and delivery of this Amendment, New Borrower shall, and hereby, becomes a Borrower (as defined in the Agreement) under the Agreement and the applicable Loan Documents as if an original signatory thereto effective as of the date hereof. New Borrower is hereby deemed a Borrower under the Agreement and the Loan Documents. Each reference to "Borrower" in the Agreement and/or in each Loan Document shall mean and refer to each of Everside, Paladina New Jersey, Paladina PC, Activate, Healthstat, Gateway, HSW, CA PC, DPC Holding and R-Health, both individually and collectively, as determined by Bank as the context may require.

1.2. New Borrower further: (i) acknowledges and agrees that it has read the Agreement and the Loan Documents, (ii) consents to all of the provisions of the Agreement and the Loan Documents relating to a Borrower, and (iii) acknowledges and agrees that this Amendment and the Agreement have been freely executed without duress and after an opportunity was provided to New Borrower for review of this Amendment by competent legal counsel of its choice.

1.3. Without limiting the generality of the foregoing, New Borrower grants Bank a security interest in the Collateral to secure performance and payment of all Obligations under the Agreement. Each Borrower authorizes Bank to file one or more UCC Financing Statements reflecting New Borrower as Debtor and Bank as Secured Party.

2. Amendments

2.1. Definitions. The following defined terms in Exhibit A referenced in Section 1.1 of the Agreement are added to, or amended, to read as follows:

"Average Cash Burn" means an amount equal to the change in Borrowers' Cash over a trailing six (6) month period (that has been adjusted for any changes to Cash as a result of borrowings and repayments of borrowings, proceeds from the sale of Equity Interests and the exercise of any options or warrants, paid-in-capital and minority interest, financial debt, equity and/or paid-in- capital and capital expenditures financed under a capital lease, earnout payments or other similar payments or financing obligations and deferred purchase price payments and Permitted IPO Expenses), divided by six (6).

"Borrowing Base" means, as of any date of determination, an amount equal to (i) six (6) times the Clinical EBITDA of Borrowers for any given month, plus (ii) the Nonformula Amount.

"Fourth Amendment Date" means July 12, 2021.

"Fourth Amendment Nonformula Usage Fee" means a fee equal to Two Hundred Thousand Dollars ($200,000) incurred if and when Borrower' s usage of the nonformula portion of the Borrowing Base, as determined by Bank and including without limitation usage of the Nonformula Amount to comply with Section 6.7(a) of this Agreement, exceeds Ten Million Dollars at any time. The Fourth Amendment Nonformula Usage Fee shall be fully earned and nonrefundable as of the Fourth Amendment Date.

"IPO Milestone" means Everside has received, prior to August 12, 2021, cash proceeds in an amount equal to at least Two Hundred Million Dollars ($200,000,000) from the sale or issuance of Everside' s capital stock in a firmly underwritten offering pursuant to the Securities Act of 1933, as amended.

"Nonformula Amount" means (i) beginning on the Fourth Amendment Date and ending on the Nonformula End Date, Twenty Million Dollars ($20,000,000), and (ii) beginning on the Nonformula End Date and at all times thereafter, Zero Dollars ($0.00).

"Nonformula End Date" means the earlier of (i) one hundred twenty (120) days after the Referenced Closing Date, and/or (ii) fifteen (15) calendar days after the sale or issuance by Borrower(s) of equity securities totaling Thirty Million Dollars ($30,000,000) in the aggregate.

"Permitted IPO Expenses" means one-time expenses in an aggregate amount not to exceed Five Million Dollars ($5,000,000) (or such other greater amount if and as approved by Bank in writing) incurred by Borrowers in connection with the sale or issuance of Everside' s capital stock in a firmly underwritten offering pursuant to the Securities Act of 1933, as amended.

"Referenced Closing Date" means the Fourth Amendment Date, or, if earlier, July 16, 2021.

"Revolving Line" means a Credit Extension of up to Fifty Million Dollars ($50,000,000) (inclusive of any amounts outstanding under the Ancillary Services Sublimit) *provided however that* if Bank determines that the IPO Milestone has not been achieved prior to August 12, 2021 then "Revolving Line" shall mean, effective beginning on the Revolver Reduction Date and thereafter, a Credit Extension of up to Forty Million Dollars ($40,000,000) (inclusive of any amounts outstanding under the Ancillary Services Sublimit).

"Revolver Reduction Date" means the earlier of (i) one hundred twenty (120) days after the Referenced Closing Date, and/or (ii) fifteen (15) calendar days after the sale or issuance by Borrower(s) of equity securities totaling Thirty Million Dollars ($30,000,000) in the aggregate.

"RH Excluded Subsidiaries" means Advanced Comprehensive Care Organization, LLC ("ACCO") and Care is Primary ACO, LLC ("Care is Primary ACO").

"Permitted RH Subsidiary Investments" means Investments by RH in ACCO made in the ordinary course of business.

"RH Initial Transition Period" means the period beginning on the Fourth Amendment Date and ending on the date that is one hundred fifty (150) days after the Fourth Amendment Date.

"RH Initial Transition End Date" means the date that is one hundred fifty (150) days after the Fourth Amendment Date.

"RH Final Transition Period" means the period beginning on the RH Initial Transition End Date and ending on the date that is ninety (90) days after the RH Initial Transition End Date.

"RH Final Transition End Date" means the date that is two hundred forty (240) days after the Fourth Amendment Date.

"RH Provider Affiliates" means each of R-Health Primary Care Medical Home, LLC, R-Health Primary Care Medical Home PA, LLC and R-Health Primary Care Medical Home KC, LLC.

2.2. Section 2.4(a) (Fees). Section 2.4(a) of the Agreement is amended to read as follows:

(a) Facility Fee. (i) a fee equal to One Hundred Thousand Dollars ($100,000), which shall be fully earned and nonrefundable as of the Fourth Amendment Date, and due and payable on the earlier of (x) Borrower' s sale or issuance of capital stock in a firmly underwritten offering pursuant to the Securities Act of 1933, as amended, and/or (y) within one hundred twenty (120) days after the Referenced Closing Date, and (ii) the Fourth Amendment Nonformula Usage Fee, which Fourth Amendment Nonformula Usage Fee shall be due and payable on the earlier of (x) Borrower' s sale or issuance of capital stock in a firmly underwritten offering pursuant to the Securities Act of 1933, as amended, and/or (y) within one hundred twenty (120) days after the Referenced Closing Date.

2.3. Section 4.4 (Pledge of Interests). Section 4.4 of the Agreement is amended to read as follows:

4.4 Pledge of Interests. Each Borrower hereby pledges, assigns and grants to Bank a security interest in all membership and other Equity Interests which are part of the Collateral, including without limitation such Borrower' s membership or other equity interests in its Subsidiaries (collectively, the "Interests"), together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as security for the performance of the Obligations. Each Borrower represents and warrants that no Interests are certificated as of the Fourth Amendment Date. At such time that any Interests become certificated, the certificate or certificates for the Interests shall be promptly (and in any event within five (5) Business Days) delivered to Bank, accompanied by an instrument of assignment in form satisfactory to Bank duly executed in blank by Borrower, and Borrower shall reflect the pledge of such certificates in the applicable books and records of the entities whose ownership interests are part of the Interests, and any transfer agent, to reflect the pledge of the Shares. Upon the occurrence of an Event of Default, Bank may effect the transfer of the Interests into the name of Bank and cause the Interests to be issued in the name of Bank or its transferee. Borrowers will execute and deliver such documents, and take or cause to be taken such actions, as

Bank may reasonably request to perfect or continue the perfection of Bank' s security interest in the Interests. Unless an Event of Default shall have occurred and be continuing, Borrowers shall be entitled to exercise any rights with respect to the Interests and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon the occurrence and continuance of an Event of Default. No Interests are held in a brokerage or similar securities account.

2.4. Section 5.15 (Excluded PCs). Section 5.15 of the Agreement is amended to read as follows:

5.15 Excluded PCs. There is no Person for which a Borrower or a Subsidiary performs management, administrative or business services pursuant to a management agreement or similar agreement, which is required to be consolidated in the financial statements of a Borrower in accordance with GAAP that is not a Borrower under this Agreement. No Borrower or Subsidiary owns any Equity Interest in a Person that is not a Borrower under this Agreement, other than for (i) the Provider Affiliates and (ii) R-Health' s ownership of the Equity Interests in the RH Provider Affiliates. No Provider Affiliate (other than the RH Provider Affiliates) maintains any assets, earns any revenue or conducts any business. If, at any time, a Provider Affiliate (other than the RH Provider Affiliates) becomes active, maintains any assets or conducts any business or earns revenue, such Provider Affiliate shall become a Borrower in accordance with Section 6.16.

2.5. Section 6.6 (Accounts). Section 6.6 of the Agreement is amended and restated in its entirety to read as follows:

6.6 Accounts.

(a) Each Borrower (other than Healthstat, Gateway, HSW, CA PC, DPC Holding and R-Health) shall maintain at all times, and shall cause each of its Subsidiaries to maintain at all times, all of its depository, operating and investment accounts with Bank.

(b) Each of Healthstat, Gateway, HSW, CA PC and DPC Holding (each a "HS New Borrower" and collectively, the "HS New Borrowers") shall maintain, and shall cause each of its Subsidiaries to maintain, all of its depository, operating and investment accounts with Bank *provided however that* (i) solely during the Initial Transition Period, HS New Borrowers may maintain accounts with a Person other than Bank *provided that* the aggregate amount maintained collectively by HS New Borrowers in all such accounts during the Initial Transition Period does not at any time exceed One Million Dollars ($1,000,000), and (ii) solely during the Final Transition Period, HS New Borrowers may maintain accounts with a Person other than Bank *provided that* the aggregate amount maintained collectively by HS New Borrowers in all such accounts during the Final Transition Period does not at any time exceed Five Hundred Thousand Dollars ($500,000). Beginning on the Final Transition End Date and at all times thereafter, each HS New Borrower shall maintain, and shall cause each of its Subsidiaries to maintain, all of its depository, operating and investment accounts with Bank.

(c) R-Health shall maintain all of its depository, operating and investment accounts with Bank *provided however that* (i) solely during the RH Initial Transition Period, R- Health may maintain accounts with a Person other than Bank *provided that* the aggregate amount maintained collectively by R-Health in all such accounts during the RH Initial Transition Period does not at any time exceed One Million Dollars ($1,000,000), and (ii) solely during the RH Final Transition Period, R-Health may maintain accounts with a Person other than Bank *provided that* the aggregate amount maintained collectively by R-Health in all such accounts during the RH Final Transition Period does not at any time exceed Five Hundred Thousand Dollars ($500,000). Beginning on the RH Final Transition End Date and at all times thereafter, R-Health shall maintain, and shall cause each of its Subsidiaries to maintain, all of its depository, operating and investment accounts with Bank.

2.6. Section 6.7 (Financial Covenants). Section 6.7 of the Agreement is amended and restated in its entirety to read as follows:

6.7 Financial Covenants. Each Borrower shall at all times maintain the following financial ratios and covenants:

(a) Minimum Liquidity. If, as of the last day of any calendar month, the aggregate amount of the Obligations is equal to or greater than Fifteen Million Dollars ($15,000,000), then, beginning as of the first day of the immediately following month and continuing for the remainder of such calendar quarter and until such time as Bank receives satisfactory evidence of Borrowers' cumulative revenue growth for the following calendar quarter, Borrowers shall maintain minimum Liquidity on a consolidated basis in an amount greater than:

(i) If cumulative revenue growth for Borrowers is greater than 10%, measured quarterly as of the last day of the respective quarter of determination, Borrowers shall maintain Liquidity in an amount greater than the greater of (x) $5,000,000 and/or (y) six (6) months Average Cash Burn;

(ii) If cumulative revenue growth for Borrowers is greater than 5% and equal to or less than 10%, measured quarterly as of the last day of the respective quarter of determination, Borrowers shall maintain Liquidity in an amount greater than the greater of (x) $5,000,000 and/or (y) eight (8) months Average Cash Burn; and

(iii) If cumulative revenue growth for Borrowers is less than or equal to 5%, measured quarterly as of the last day of the respective quarter of determination, Borrower shall maintain Liquidity in an amount greater than the greater of (x) $6,000,000 and/or (y) ten (10) months Average Cash Burn.

For purposes of this Section 6.7(a), (i) revenue growth shall be calculated on a year over year trailing four (4) quarter basis, and (ii) Healthstat revenue (as well as revenue from other acquired Person(s)) shall be added to Everside revenue for historical periods as determined by Bank.

(b) Equity Event. Everside shall (i) receive, within one hundred twenty (120) days after the Referenced Closing Date, net cash proceeds equal to at least Thirty Million Dollars ($30,000,000) from the sale or issuance of equity securities to investors satisfactory to Bank (the "Equity Event"), and (ii) use the first proceeds of the Equity Event to repay the Obligations in full (or, if the proceeds of the Equity Event are not sufficient to repay the Obligations in full, use the proceeds of the Equity Event solely to repay the Obligations).

2.7. Section 7.14 (Transfers). Section 7.14 of the Agreement is amended to read as follows:

7.14 Transfers; Investments to Provider Affiliates. No Borrower shall pay or transfer any cash or other property to, or make any Investments in, any Provider Affiliate or in the RH Excluded Subsidiaries (other than for Permitted RH Subsidiary Investments) without Bank' s prior written consent. As used herein, a "Provider Affiliate" includes ZINNI CLINIC PC, a California corporation, ACTIVATE CLINIC, P.C., an Illinois corporation, ACTIVATE HEALTHCARE, PC, an Indiana corporation, ACTIVATE CLINIC, PSC, a Kentucky corporation, ACTIVATE HEALTHCARE (MICHIGAN), PC, a Michigan corporation, ACTIVATE ZINNI, PC, a Nevada corporation, ACTIVATE HEALTHCARE (OHIO), INC., an Ohio corporation, ACTIVATE PENNSYLVANIA CLINICS, PC, a Pennsylvania corporation, BROOKS ACTIVATE CLINIC PROFESSIONAL CORPORATION, a Maryland corporation ("Brooks"), WEST VIRGINIA HEALTH CLINICS, PLLC, a West Virginia limited liability company, Activate Clinic, Professional Service Corporation, a Wisconsin corporation, R-Health Primary Care Medical Home, LLC, R-Health Primary Care Medical Home PA, LLC, R-Health Primary Care Medical Home KC, LLC and/or any other parent entity or Affiliate of such Person, and the successors and assigns of each of the foregoing.

2.8. **Exhibit C (Borrowing Base Certificate)**. Exhibit C to the Agreement is hereby amended and restated in its entirety as set forth on Exhibit C hereto

2.9. **Exhibit D (Compliance Certificate)**. Exhibit D to the Agreement is hereby amended and restated in its entirety as set forth on Exhibit D hereto.

3. Consent to R-Health Acquisition and RH Excluded Subsidiaries. Provided that all Permitted Acquisition Conditions set forth in Section 7.3 of the Agreement have been met and satisfied (other than clause (i) of the Permitted Acquisition Conditions set forth in Section 7.3 of the Agreement requiring funding with proceeds of equity issued to NEA or other investors satisfactory to Bank), Bank (a) consents to DPC Holding' s purchase of all the Equity Interests of R-Health (the "R-Health Acquisition") pursuant to the Stock Purchase Agreement dated as of July 2, 2021 in the form provided to Bank as of the Fourth Amendment Date (the "R-Health SPA"), and (b) waives Borrower' s failure to comply with Section 7.3 of the Agreement solely as a result of the R-Health Acquisition. Bank further agrees that, notwithstanding Section 6.16 of the Loan Agreement, Borrowers shall not be required to cause the RH Excluded Subsidiaries to become a guarantor or Borrower pursuant to clause (a) of Section 6.16. Bank does not consent to any failure by any Borrower to comply with any other provision of the Loan Documents, whether as a result of the R-Health Acquisition or otherwise. Bank does not waive Borrower' s obligations under Section 6.16 or 7.3 of the Agreement after consummation of the R-Health Acquisition, and Bank does not waive any other failure by any Borrower to perform its Obligations under the Loan Documents, whether as a result of the R-Health Acquisition or otherwise. This waiver is not a continuing waiver with respect to any failure to perform any Obligation after consummation of the R-Health Acquisition.

4. Certificated Equity Interests. Each Borrower represents and warrants that, as of the Fourth Amendment Date, none of the Equity Interests are certificated. If, after the Fourth Amendment Date, any Borrower' s Equity Interests, including R-Health' s ownership of Equity Interests, shall become certificated, Borrowers shall, within five (5) days of the certification of any Equity Interests, promptly deliver to Bank certificate(s) for the Interests accompanied by an instrument of assignment duly executed in blank by each applicable Borrower, and Borrowers shall reflect the pledge of such certificates in the applicable books and records of the entities whose ownership interests are part of the Interests.

5. RF and Pareto Lien Terminations. Borrowers shall deliver to Bank, within seven (7) days after the Fourth Amendment Date, in form and substance satisfactory to Bank, evidence that all Liens against R-Health have been terminated and released, including without limitation file stamped termination statements of all UCC financing statements filed against R-Health in favor of Pareto Health Administrators, LLC and Reinvestment Fund, Inc. (the "RF and Pareto Lien Terminations"). Borrowers' failure to deliver the RF and Pareto Lien Terminations within seven (7) days after the Fourth Amendment Date shall constitute an Event of Default.

6. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement.

7. The Agreement, as amended by this Amendment, remains in full force and effect in accordance with its terms. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, or any other Loan Document, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

8. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment (except to the extent such representations and warranties expressly relate to another date), and no Event of Default has occurred and is continuing.

9. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

10. Sections 11 and 12 of the Agreement are incorporated herein, *mutatis mutandis*.

11. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance reasonably satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrowers;

(b) corporation resolutions and incumbency certification authority to procure loans with respect to incumbency and resolutions, duly executed by R-Health;

(c) an Intellectual Property Security Agreement, duly executed by R-Health;

(d) formation documents (certificate/articles of formation and limited liability company/operating agreement) of R-Health;

(e) UCC financing statement (R-Health);

(f) a copy of the fully executed R-Health SPA, together with all schedules, exhibits and attachments thereto and related documents;

(g) Lien and IP search results on R-Health and evidence of Lien releases and/or terminations as may be requested by Bank including without limitation evidence of the release of the Liens evidenced by UCC financing statements filed against R-Health in favor of Pareto Health Administrators, LLC and Reinvestment Fund, Inc.;

(h) a payoff letter (Reinvestment Fund, Inc.);

(i) good standing certificate (R-Health); Amendment; and

(j) payment of an amount equal to all Bank Expenses incurred in connection with this

(k) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written. The undersigned also acknowledges and agrees that the undersigned' s electronic signature below indicates the undersigned' s agreement to, and intention to be legally bound by, all of the terms and conditions of this Amendment.

BORROWERS:

EVERSIDE HEALTH, LLC

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

PALADINA HEALTH MEDICAL GROUP, PC

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

ACTIVATE HEALTHCARE LLC

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

HEALTHSTAT, INC.

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

GATEWAY DIRECT PRIMARY CARE JV, LLC

By: /s/ Chris Miller

Name: Chris Miller
Title: Chief Executive Officer

HEALTHSTAT WELLNESS, INC.

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written. The undersigned also acknowledges and agrees that the undersigned' s electronic signature below indicates the undersigned' s agreement to, and intention to be legally bound by, all of the terms and conditions of this Amendment.

BORROWERS:

PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

PALADINA DPC HOLDING CO., LLC

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

R-HEALTH, INC.

By: /s/ Heather Dixon

Name: Heather Dixon
Title: Chief Financial Officer

[SIGNATURE PAGE TO FOURTH AMENDMENT AND JOINDER]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written. The undersigned also acknowledges and agrees that the undersigned' s electronic signature below indicates the undersigned' s agreement to, and intention to be legally bound.

BANK:

COMERICA BANK

By: /s/ Shane Merkord
Name: Shane Merkord
Title: Vice President

EXHIBIT C

BORROWING BASE CERTIFICATE

EXHIBIT D

COMPLIANCE CERTIFICATE

Please send all Required Reporting to:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
1800 Bering Drive
San Jose, CA 95112
Email directly to: SGMerkord@comerica.com
and NWCompliance@comerica.com

FROM: EVERSIDE HEALTH, LLC, PALADINA MEDICAL GROUP OF NEW JERSEY, P.C, PALADINA HEALTH MEDICAL GROUP, PC, ACTIVATE HEALTHCARE LLC, HEALTHSTAT, INC., GATEWAY DIRECT PRIMARY CARE JV, LLC, HEALTHSTAT WELLNESS, INC., PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION and PALADINA DPC HOLDING CO., LLC

The undersigned authorized Officers of EVERSIDE HEALTH, LLC, PALADINA MEDICAL GROUP OF NEW JERSEY, P.C, PALADINA HEALTH MEDICAL GROUP, PC, ACTIVATE HEALTHCARE LLC, HEALTHSTAT, INC., GATEWAY DIRECT PRIMARY CARE JV, LLC, HEALTHSTAT WELLNESS, INC., PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION, PALADINA DPC HOLDING CO., LLC and R-HEALTH, INC. (each a "Borrower", and, collectively, "Borrowers"), each hereby certify that in accordance with the terms and conditions of the Loan and Security Agreement between Borrowers and Bank (the "Agreement"), (i) Each Borrower is in complete compliance for the period ending _____ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.8, except as noted below and (ii) all representations and warranties of each Borrower stated in the Agreement are true and correct in all material respects as of the date hereof. Attached herewith are the required documents supporting the above certification. Each Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

REPORTING COVENANTS	REQUIRED	COMPLIES
Company Prepared Monthly F/S (consolidating and consolidated)	Monthly, within 30 days	YES NO
Compliance Certificate	Monthly, within 30 days	YES NO
CPA Audited, Unqualified F/S	Annually, within 150 days of FYE	YES NO
Borrowing Base Certificate	Monthly, within 30 days	YES NO
A/R Agings	Monthly, within 30 days	YES NO
A/P Agings	Monthly, within 30 days	YES NO
Annual Business Plan (incl. operating budget)	Annually, within 30 days of FYE	YES NO
Audit	Annual/Semi-Annual [based on occurrence of Audit Frequency Trigger Event]	YES NO
Intellectual Property Report	Within 30 days of each quarter	YES NO
If Public:		
10-Q	Quarterly, within 5 days of SEC filing (50 days)	YES NO
10-K	Annually, within 5 days of SEC filing (95 days)	YES NO
Total amount of Borrowers' cash and investments	Amount: $ _____	YES NO
Total amount of Borrowers' cash and investments maintained with Bank	Amount: $ _____	YES NO

	DESCRIPTION	APPLICABLE
Legal Action > $100,000	Notify promptly upon notice _____	YES NO
Inventory Disputes > $100,000	Notify promptly upon notice _____	YES NO
Mergers & Acquisitions	Notify promptly upon notice _____	YES NO
Cross default with other agreements > $100,000	Notify promptly upon notice _____	YES NO
Judgments > $100,000	Notify promptly upon notice _____	YES NO

FINANCIAL COVENANTS	REQUIRED	ACTUAL	COMPLIES
Minimum Liquidity	See Agreement		YES NO
Equity Event	See Agreement		YES NO

OTHER COVENANTS	REQUIRED	ACTUAL	COMPLIES
Permitted Indebtedness for equipment leases	<$100,000		YES NO
Permitted Investments for stock repurchase	<$100,000		YES NO
Permitted Investments for subsidiaries	<$100,000		YES NO
Permitted Investments for employee loans	<$100,000		YES NO

Permitted Investments for joint ventures	<$100,000	_____	YES	NO
Permitted Liens for equipment leases	<$100,000	_____	YES	NO
Permitted Transfers	<$100,000	_____	YES	NO

Please Enter Below Comments Regarding Violations:

Each Officer further acknowledges that at any time any Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no credit extensions will be made.

Very truly yours,

BORROWERS:

EVERSIDE HEALTH, LLC

By: _____
Name: _____
Title: _____

PALADINA MEDICAL GROUP OF NEW JERSEY, P.C.

By: _____
Name: _____
Title: _____

PALADINA HEALTH MEDICAL GROUP, PC

By: _____
Name: _____
Title: _____

ACTIVATE HEALTHCARE LLC

By: _____
Name: _____
Title: _____

HEALTHSTAT, INC.

By: _____
Name: _____
Title: _____

GATEWAY DIRECT PRIMARY CARE JV, LLC

By: _____
Name: _____
Title: _____

HEALTHSTAT WELLNESS, INC.

By: _____
Name: _____
Title: _____

PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION

By: _____
Name: _____
Title: _____

PALADINA DPC HOLDING CO., LLC

By: _____
Name: _____
Title: _____

R-HEALTH, INC.

By: _____
Name: _____
Title: _____

Exhibit 10.17

EXECUTION VERSION

STOCK PURCHASE AGREEMENT

BY AND AMONG

PALADINA DPC HOLDING CO., LLC,

PALADINA HEALTH HOLDINGS, LLC,

HEALTHSTAT, INC.,

HEALTHSTAT WELLNESS, INC.,

DR. ROBERT ERIC HART,

THE SELLERS NAMED HEREIN, AND

HSSR LLC, AS THE SELLERS' REPRESENTATIVE

DATED OCTOBER 7, 2020

THIS IS A DRAFT. NO AGREEMENT, ORAL OR WRITTEN, REGARDING OR RELATING TO ANY OF THE MATTERS COVERED BY THIS DRAFT HAS BEEN ENTERED INTO BETWEEN THE PARTIES. THIS DOCUMENT, IN ITS PRESENT FORM, OR AS IT MAY BE HEREAFTER REVISED BY ANY PARTY, WILL NOT BECOME A BINDING AGREEMENT OF THE PARTIES UNLESS AND UNTIL, WITH ALL SCHEDULES AND EXHIBITS ATTACHED, IT HAS BEEN SIGNED BY ALL PARTIES AND COMPLETE, SIGNED COPIES HAVE BEEN EXCHANGED. THE EFFECT OF THIS LEGEND MAY NOT BE CHANGED BY ANY ACTION OF THE PARTIES.

TABLE OF CONTENTS

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 7th day of October, 2020, by and among **Paladina DPC Holding Co., LLC**, a Delaware limited liability company ("Buyer"), **Paladina Health Holdings, LLC**, a Delaware limited liability company ("Parent"), **Healthstat, Inc.**, a North Carolina corporation (the "Company"), **Healthstat Wellness, Inc.**, a California professional medical corporation ("HSW"), **Dr. Robert Eric Hart** ("Seller Hart"), **the stockholders of the Company**, as set forth on Annex I hereto ("Sellers"), and **HSSR LLC**, a North Carolina limited liability company, as the representative of Sellers ("Sellers' Representative"). Together, Buyer and Sellers are sometimes referred to herein as the "Parties" and individually as a "Party". Sellers' Representative is a party hereto to the extent that this Agreement explicitly refers to the Sellers' Representative.

WITNESSETH:

WHEREAS, the Sellers own all of the issued and outstanding shares of the Company Stock (as defined hereinafter), constituting all of the issued and outstanding equity of the Company; and Seller Hart owns all of the issued and outstanding shares of the HSW Stock (as defined hereinafter, constituting all of the issued and outstanding equity of HSW;

WHEREAS, Buyer desires to purchase from the Sellers, and the Sellers desire to sell to Buyer, subject to the terms and conditions of this Agreement, all of the Company Stock from each of the Sellers, other than the Rollover Interests (as defined hereinafter) of the Rollover Holders (as defined hereinafter), as further described on Annex I (the "Purchased Stock") at the Closing (as defined hereinafter);

WHEREAS, Buyer Designee desires to purchase from Seller Hart, and Seller Hart desire to sell to Buyer Designee, subject to the terms and conditions of this Agreement, all of the HSW Stock at such time that Buyer Designee is duly licensed in all jurisdictions necessary for HSW to continue its operations in compliance with Laws;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Rollover Holders have executed and delivered agreements, each dated as of the date hereof, by and between Parent, on the one hand, and each Rollover Holder, on the other hand (each, a "Rollover Agreement") in accordance with Section 721 of the Code pursuant to which such Rollover Holder agreed to contribute, immediately prior to the Closing, such Rollover Holder' s Rollover Interests valued at the amount set forth across from such Rollover Holder' s name on Annex I (the total of all such amounts, the "Rollover Amount"), in exchange for fully paid Common Units (as defined in that certain Second Amended and Restated Limited Liability Company Agreement of Parent, dated August 17, 2018 (as amended and currently in effect)) of Parent in the numbers (which shall be as set forth in the Rollover Agreements) set forth across from such Person' s name on Annex I; and

WHEREAS, on or prior to the date of this Agreement, and as a condition to the entry of Buyer into this Agreement, the Sellers have executed and delivered to Buyer a restrictive covenant agreement in substantially the form attached hereto as **Exhibit C**.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE 1
PURCHASE AND SALE OF THE PURCHASED STOCK

1.1 Purchase and Sale of the Purchased Stock. Subject to the terms and conditions stated in this Agreement, the Sellers, on a several and not joint basis, agree at the Closing to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees at the Closing to acquire from the Sellers, the Purchased Stock, free and clear of all Liens in each case, immediately following the closing of the transactions contemplated by the Rollover Agreements. Subject to the terms and conditions stated in this Agreement, Seller Hart agrees at the HSW Closing to sell, convey, transfer, assign and deliver to Buyer Designee, and Buyer agrees to cause Buyer Designee at the HSW Closing to acquire from Seller Hart, the HSW Stock pursuant to the Succession Agreement.

1.2 Consideration. As consideration for the acquisition of the Purchased Stock, Buyer shall pay to the Sellers (or to the Escrow Agent in accordance with this Section 1.2) at the Closing the aggregate amount of (i) One Hundred and Twenty-One Million Dollars ($121,000,000), minus (ii) the Rollover Amount, minus (iii) the Earnout Amount, plus (iv) the Estimated Cash, determined in accordance with Section 1.3(b), minus (v) the Estimated Indebtedness, determined in accordance with Section 1.3(b), minus (vi) the Estimated Transaction Expenses, determined in accordance with Section 1.3(b), and either plus (vii) the Estimated Closing Working Capital Surplus, if any, or minus (viii) the Estimated Closing Working Capital Shortfall, if any, minus (ix) $1,000 (such amount, the "Purchase Price") which shall be delivered as set forth herein and is subject to further adjustment as set forth in Section 1.3 below (Working Capital Adjustment). At the Closing, the Buyer shall pay the amounts as follows, in each case, delivered by federal funds wire or interbank transfer of immediately available funds in the applicable amounts to the applicable account or accounts designated in writing by the Sellers' Representative, which shall be delivered to Buyer at least three (3) Business Days prior to the Closing: (a) delivery by Buyer of the Adjustment Escrow Account, Indemnity Escrow Amount and Regulatory Permit Escrow Amount to the Escrow Agent (each as defined below); (b) payment to the applicable Person on behalf of the Company and HSW of the aggregate amount of all Indebtedness of the Company and HSW as of the Closing which is to be repaid at the Closing, including as provided for in the applicable Payoff Letter; provided, however, that any accrued and unpaid, and incurred and unpaid, income Taxes described in clause (a)(ix) of the definition of Indebtedness shall be paid to the Company and HSW to be timely paid to the appropriate Tax authority when due; (c) payment to the applicable Persons on behalf of the Sellers of the aggregate amount of all Transaction Expenses of the Sellers as of the Closing; provided, however, any portion of the unpaid Transaction Expenses related to all transaction bonuses and other compensation payments to be paid to any employee of any Company Group shall be paid by such Company Group (subject to all applicable withholding and other Taxes) through payroll no later than such Group Company' s next regularly scheduled payroll; and (d) payment of the portion of the Purchase Price payable to each Seller in respect of the Purchased Stock allocated in accordance with Annex I hereto, as calculated by the Sellers' Representative based on the definitions and other provisions of this Agreement and the Governing Documents of the Company, and upon which the Buyer may conclusively rely (without investigation) without liability to the Buyer. As consideration for the acquisition of the HSW

Stock, Buyer shall pay to Seller Hart at the HSW Closing the aggregate amount of $1,000, delivered by federal funds wire or interbank transfer of immediately available funds in the applicable amounts to the applicable account or accounts designated in writing by Seller Hart, which shall be delivered to Buyer at least three (3) Business Days prior to the HSW Closing.

1.3 Working Capital Adjustment; Cash Reconciliation.

(a) "Working Capital" means as of 12:01 A.M. (E.T.) on the Closing Date (without giving effect to any of the transactions contemplated hereby) the Company' s and HSW' s (i) current assets (excluding (i) Cash, (ii) all Tax assets of the Company and HSW, (iii) marketer commission receivables and (iv) investment balances of MHM and Sentry and its Affiliates) minus (ii) current liabilities (excluding (i) any Indebtedness and (ii) any Transaction Expenses, in each case to the extent included in the calculation of the Purchase Price and calculated in accordance with the Accounting Principles). "Accounting Principles" means (i) GAAP as applied by the Company and HSW in the preparation of the Annual Financial Statements as of and for the year ended December 31, 2019 (without giving effect to any year-end adjustments reflected therein), and (ii) to the extent consistent with GAAP, in accordance with the accounting methods, policies, practices and procedures (including with respect to the level of reserves or level of accruals) set forth on Schedule 1.3(a).

(b) In connection with the Closing, as provided in Section 1.9(d)(ii) below, the Sellers will prepare in good faith and deliver to Buyer (i) an estimated balance sheet of the Company and HSW as of 12:01 A.M. (E.T.) on the Closing Date, reflecting thereon the Company' s and HSW' s good faith estimate of all balance sheet items of the Company and HSW (the "Estimated Closing Balance Sheet"), and (ii) a written statement setting forth (a) the Company' s and HSW' s good faith estimates of (1) Cash (the "Estimated Cash"), (2) Indebtedness (the "Estimated Indebtedness"), (3) Working Capital (the "Estimated Closing Working Capital ") and (4) Transaction Expenses (the "Estimated Transaction Expenses"), in each case determined as of 12:01 A.M. (E.T.) on the Closing Date without giving effect to any of the transactions contemplated hereby. For illustrative purposes only, a sample calculation of Working Capital is attached hereto as **Exhibit A** (the "Estimated Closing Statement") and (b) based on the foregoing, the Sellers' good faith estimate of the Purchase Price (such estimated Purchase Price, the "Estimated Cash Consideration"), together with reasonable supporting materials used in the preparation thereof. Other than with respect to any items specifically excluded by the definitions contained herein, the Estimated Closing Statement shall be prepared in accordance with the Accounting Principles. Buyer shall be given a reasonable opportunity to review the Estimated Closing Balance Sheet and the Estimated Cash Consideration (including the components thereof), and the Sellers will take into consideration any reasonable comments received from Buyer in preparing an updated Estimated Closing Balance Sheet and Estimated Cash Consideration (and components thereof), as applicable. The final Purchase Price will be determined, and any necessary adjustment payments will be made, following the Closing in accordance with the provisions of subsections 1.3(c) through (g).

(c) As promptly as practicable, but no later than sixty (60) days after the Closing Date, Buyer shall cause to be prepared and delivered to the Sellers' Representative

a written statement (the "Closing Statement") of Buyer' s calculation of (i) Working Capital (the "Closing Working Capital"), (ii) Cash (the "Closing Cash"); provided, that notwithstanding any other provision herein to the contrary, all amounts included in clause (ix) of the definition of "Indebtedness" shall be calculated as of 11:59 P.M. (E.T.) on the Closing Date for all purposes of this Agreement, (iii) Indebtedness (the "Closing Indebtedness") and (iv) Transaction Expenses (the "Closing Transaction Expenses"), in each case as of 12:01 A.M. (E.T.) on the Closing Date without giving effect to any of the transactions contemplated hereby and calculated in accordance with the Accounting Principles and, based on the foregoing, Buyer' s calculation of the Closing Cash Consideration. Buyer shall deliver with the Closing Statement the basis for such calculations in reasonable detail, accompanied by supporting documentation thereof.

(d) After delivery of the Closing Statement, Buyer shall permit the Sellers' Representative and its advisors to have reasonable access to all of the books, records and other documents used in connection with the preparation of the Closing Statement as may be reasonably required for purposes of the Sellers' Representative' s review of the Closing Statement; provided that (i) such access shall be in a manner that does not interfere unreasonably with the normal business operations of Buyer or the Company and (ii) neither the Sellers' Representative, the Sellers nor any of their respective Representatives shall contact or otherwise communicate with other employees, customers, or suppliers of the Company or HSW unless, in each instance, approved in writing in advance by Buyer.

(e) The Closing Statement and the calculations of Closing Working Capital, Closing Cash, Closing Indebtedness and Closing Transaction Expenses set forth therein delivered by Buyer to the Sellers' Representative shall be final, conclusive and binding upon the parties hereto unless the Sellers' Representative, within thirty (30) days after delivery to the Sellers' Representative of the Closing Statement, notifies Buyer in writing that the Sellers' Representative, on behalf of the Sellers, disputes any of the amounts set forth therein (a "Dispute Notice"). To be valid and effective, the Dispute Notice shall set forth in reasonable detail the nature and the basis for such objection (each such item, a "Disputed Item"). If a timely Dispute Notice is delivered by the Sellers' Representative, then the Closing Statement and the calculation of Closing Working Capital, Closing Cash, Closing Indebtedness and Closing Transaction Expenses set forth therein shall become final, conclusive and binding on the parties hereto on the earlier of (i) the date Buyer and the Sellers' Representative resolve in writing any differences they have with respect to the Disputed Items, and (ii) the date all Disputed Items are finally resolved in writing by the Independent Accountant (as defined below). Any component of the Closing Statement that is not expressly disputed in the Dispute Notice shall be final and binding upon the parties to this Agreement, and not subject to appeal.

(f) Buyer and the Sellers' Representative shall in good faith attempt to resolve all Disputed Items and, if Buyer and the Sellers' Representative so resolve all such Disputed Items, the Closing Statement and the calculation of Closing Cash Consideration, Closing Working Capital, Closing Cash, Closing Indebtedness and Closing Transaction Expenses, as amended to the extent necessary to reflect the agreed resolution of the Disputed Items, shall be final, conclusive and binding on the parties hereto, absent fraud or manifest error. If, notwithstanding their good faith efforts, Buyer and the Sellers'

Representative do not reach agreement resolving the Disputed Items within thirty (30) days after such Dispute Notice is timely and properly delivered to Buyer, either Buyer or the Sellers' Representative may submit the dispute to BDO USA, LLP ("BDO") in New York, New York, or if BDO refuses such submission, the dispute resolution group of an independent accounting firm of national reputation mutually agreeable to Buyer and the Sellers' Representative (BDO or such agreed accounting firm, as applicable, the "Independent Accountant"), who shall resolve the Disputed Items in accordance with Schedule 1.3(f). "Final Cash Consideration" means Closing Cash Consideration (i) as shown in Buyer' s calculation delivered pursuant to Section 1.3(e) if no Dispute Notice is duly delivered by the Sellers' Representative pursuant to Section 1.3(e); or (ii) if a Dispute Notice is delivered, (A) as agreed by Buyer and the Sellers' Representative pursuant to Section 1.3(f), or (B) in the absence of such agreement, as shown in the Independent Accountant' s calculation delivered pursuant to Schedule 1.3(f). Buyer and the Sellers' Representative shall direct the Independent Accountant to make a final determination of each unresolved Disputed Item (based solely on the presentations by Buyer and the Sellers' Representative which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of independent review)) as promptly as reasonably practicable (which shall be requested by Buyer and the Sellers' Representative to be delivered not more than thirty (30) days following submission of such disputed matters to the Independent Accountant), and to deliver written notice to each of Buyer and the Sellers' Representative setting forth such Independent Accountant' s final resolution of such Disputed Items.

(g) If the Estimated Cash Consideration exceeds the Final Cash Consideration (a "Purchase Price Shortfall"), (i) Buyer shall be entitled to receive the amount of the Purchase Price Shortfall as an adjustment to the Purchase Price, in the manner provided in Section 1.3(h), and any remaining funds in the Adjustment Escrow Account (after giving effect to the payment to Buyer pursuant to the foregoing clause (i)) shall be released to the Sellers' Representative (on behalf of Sellers) for further distribution to the Sellers in accordance with the portion of the Adjustment Escrow Account payable to the Sellers as set forth on Annex I. If the Final Cash Consideration exceeds the Estimated Cash Consideration, (i) Buyer shall pay the Sellers the amount of the excess as an adjustment to the Purchase Price in the manner provided in Section 1.3(h) and (ii) all remaining funds in the Adjustment Escrow Account shall be released to the Sellers' Representative (on behalf of the Sellers) for further distribution to the Sellers in accordance with the portion of the Adjustment Escrow Account payable to the Sellers as set forth on Annex I.

(h) Any payment pursuant to Section 1.3(g) shall be made to Buyer or the Sellers, as the case may be, by wire transfer within five (5) Business Days after the Final Cash Consideration has been determined pursuant to this Section 1.3, of immediately available funds to the account of Sellers' Representative (on behalf of Sellers) or Buyer, as the case may be, as may be designated in writing by the applicable Party. In the case of payment hereunder to Buyer, such payment shall be satisfied, first, from the then-remaining funds in the Adjustment Escrow Account in the manner provided in this Section 1.3(h) and, second, directly from the Sellers, severally and not jointly, if the payment exceeds the amount then remaining in the Adjustment Escrow Account; provided, that if the Purchase Price Shortfall is not timely paid in full accordance with this Section 1.3(h), the Sellers'

Representative and Buyer shall, upon Buyer' s request, execute and deliver a joint written authorization to the Escrow Agent directing that the Purchase Price Shortfall (or any unpaid portion thereof) be paid from the Indemnity Escrow Account. The maximum portion of the Adjustment Escrow Amount payable to each Seller is set forth on Annex I. From time to time after the Closing Date, the Sellers' Representative shall provide the Buyer with a revised Annex I as may be necessary in respect of the payment of any Adjustment Escrow Amount from time to time, upon which the Buyer may conclusively rely (without investigation) without liability to the Buyer.

(i) The purchase price adjustments set forth in this Section 1.3 are not intended to permit the introduction of different accounting methods, policies, practices or procedures, (including with respect to the level of reserves or level of accruals) from the Accounting Principles, it being the intent of the parties hereto that the Closing Working Capital and Estimated Closing Working Capital be calculated consistently with the Accounting Principles in order to allow a meaningful comparison of the Closing Working Capital to the Estimated Closing Working Capital.

(j) Working Capital Escrow. On the Closing Date, Buyer shall pay to the Escrow Agent, as agent to Buyer and the Sellers' Representative, into the Adjustment Escrow Account, the Adjustment Escrow Amount, in accordance with the terms of Section 1.9(b) of this Agreement and the Escrow Agreement, which Adjustment Escrow Amount, including any interest thereon, shall be held in escrow pursuant to the terms of the Escrow Agreement and shall be available to satisfy payment obligations of the Sellers to Buyer and/or to the Independent Accountant under this Section 1.3 (Working Capital Adjustment) of this Agreement. Pursuant to joint written instructions executed by Buyer and Sellers' Representative to the Escrow Agent, either (i) promptly following determination of the Final Cash Consideration, if no amount is due to Buyer from Sellers with respect thereto, or, (ii) promptly following delivery to Buyer from the Adjustment Escrow Account of all amounts due with respect to the Final Closing Consideration, the Escrow Agent, within two (2) Business Days after receipt of such instructions, shall release the Adjustment Escrow Amount, or any remaining portion thereof, plus accrued interest thereon, to the Sellers' Representative as set forth in the Escrow Agreement.

(k) Adjustments for Tax Purposes. Any payments made pursuant to Section 1.3, Section 10.1 or Section 10.2 shall be treated as an adjustment to the Purchase Price by the Parties for Tax purposes, unless otherwise required by Law.

1.4 Closing. The closing (the "Closing") of the transactions contemplated by this Agreement will take place at the offices of Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018 or by overnight courier, facsimile or portable document format (pdf), as agreed by the parties, at 10:00 A.M. local time on the date that is the third Business Day following the date on which all conditions set forth in Section 1.5, Section 1.6 and Section 1.7 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) or such other date as is mutually agreed among the Parties (such date and time of closing being herein called the "Closing Date"); provided, however, that the closing (the "HSW Closing") of the transactions contemplated by this Agreement for the acquisition of the HSW Stock shall occur on the date that is the third Business Day following the date on which all

conditions set forth in Section 1.8 have been satisfied or waived or such other date as is mutually agreed among the Parties (such date and time of closing being herein called the "HSW Closing Date") . All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing or HSW Closing, as applicable, will be deemed to have been taken and executed simultaneously and to be effective at 12:01 A.M. (E.T.) on the Closing Date or HSW Closing Date, as applicable, and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

1.5 Conditions to Obligations of All Parties. The obligations of the Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing Date, any of which may be waived in whole or in part by the Buyer and the Company unless prohibited by applicable Law:

(a) The applicable waiting periods (and extensions thereof), if any, under the HSR Act will have expired or been terminated and all other antitrust, competition or regulatory consents set forth on Schedule 1.5(a) shall have been received (or been deemed to have been received in accordance with applicable Law by virtue of the expiration or termination of any applicable waiting period);

(b) No judgment, decree, or order shall have been issued by a Governmental Body that would prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement, or cause such transactions to be rescinded; and

(c) This Agreement will not have been terminated in accordance with Section 8.1.

1.6 Conditions to Obligations of the Buyer. The obligations of the Buyer under this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions, any of which may be waived in whole or in part by the Buyer in its sole discretion by delivery of a written notice to that effect to Sellers' Representative:

(a) Each of the representations and warranties of the Company contained in ARTICLE 2 and of the Sellers contained in ARTICLE 3, respectively, other than the Company Fundamental Representations and the Seller' s Fundamental Representations, shall be true and correct as of the date hereof and as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date, in which case as of such earlier date), except where the failure of such representations and warranties to be true and correct would not reasonably be expected to have a Material Adverse Effect (it being understood that, for the purposes of determining the accuracy of such representations and warranties, all "Material Adverse Effect" and other materiality qualifications contained in such representations and warranties shall be disregarded). The Company Fundamental Representations and the Seller' s Fundamental Representations contained in ARTICLES 2 and 3 will be true and correct in all respects as of the date hereof and as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date, in which case as of such earlier date);

(b) The Company will have performed in all material respects all of the covenants and agreements required to be performed by the Company under this Agreement at or prior to the Closing;

(c) The Company shall (i) have received, in each case, in form and substance reasonably satisfactory to Buyer, the third-party consents and/or government approvals listed on Schedule 1.6(c)(i) and (ii) use commercially reasonable efforts to receive, in each case, in form and substance reasonably satisfactory to Buyer, the third-party consents and/or government approvals listed on Schedule 1.6(c)(ii);

(d) All of the Rollover Agreements shall remain in full force and effect, and the transactions contemplated thereby shall have been consummated immediately prior to the Closing;

(e) Sellers will have delivered or caused to be delivered to Buyer each of the following:

(i) written evidence, in each case, in form and substance reasonably satisfactory to Buyer, of the termination of all Related Party Transactions (as defined below) specified as being terminated on Schedule 2.23, without any further Liability of the Company Group;

(ii) a certificate of the Company executed by a duly authorized officer thereof, dated the Closing Date, stating that the conditions specified in Section 1.6(a) and Section 1.6(b) have been satisfied;

(iii) a certificate of a duly authorized representative of the Company, in form and substance reasonably satisfactory to Buyer, attaching (i) certified copies of resolutions of the Company' s board of directors authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and (ii) true, complete and correct copies of the Governing Documents of the Company;

(iv) a certificate of a duly authorized representative of HSW, in form and substance reasonably satisfactory to Buyer, attaching (i) certified copies of resolutions of HSW' s board of directors authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and (ii) true, complete and correct copies of the Governing Documents of HSW; and

(v) the deliverables set forth in Section 1.9(d).

1.7 Conditions to Obligations of Sellers and Company. The obligations of Sellers and the Company under this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions, any of which may be waived in whole or in part by the Company and the Sellers' Representative by delivery of a written notice to that effect to the Buyer:

(a) The representations and warranties set forth in ARTICLE 4 hereof, other than the Buyer Fundamental Representations, will be true and correct at and as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date, in which case as of such earlier date), except for any failure of such representations and warranties to be true and correct that has not had a material adverse effect on the financial condition or operating results of the Buyer taken as a whole or on the ability of the Buyer to consummate the transactions contemplated hereby. The Buyer Fundamental Representations contained in ARTICLE 4 will be true and correct in all respects as of the date hereof and as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date, in which case as of such earlier date);

(b) The Buyer will have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) The Buyer will have delivered or caused to be delivered to the Sellers' Representative each of the following:

(i) a certificate of Buyer executed by a duly authorized officer thereof, dated the Closing Date, stating that the preconditions specified in Section 1.7(a) and Section 1.7(b) have been satisfied;

(ii) a certificate of a duly authorized representative of the Buyer, in form and substance reasonably satisfactory to Sellers' Representative, attaching (i) certified copies of resolutions of the Buyer' s board of directors authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and (ii) true, complete and correct copies of the Governing Documents of the Buyer; and

(iii) the deliverables set forth in Section 1.9(a), (b) and (c).

1.8 Conditions to Obligations of Seller Hart, the Company and Buyer.

(a) The obligations of Seller Hart under this Agreement to sell the HSW Stock are subject to the satisfaction at or prior to the HSW Closing Date, any of which may be waived in whole or in part by the Seller Hart by delivery of a written notice to that effect to the Buyer:

(i) the Company will designate a Buyer Designee pursuant to the Succession Agreement;

(ii) Buyer Designee will be a duly licensed in all jurisdictions necessary for HSW to continue its operations in compliance with Laws; and

(iii) Buyer will deliver $1,000.00 to Seller Hart in accordance with Section 1.2.

(b) The obligations of Buyer and the Company under this Agreement to acquire the HSW Stock are subject to the satisfaction at or prior to the HSW Closing Date, any of which may be waived in whole or in part by the Buyer by delivery of a written notice to that effect to the Buyer, that Seller Hart will have delivered or caused to be delivered to the Buyer and the Company each of the following the deliverables set forth in Section 1.10.

1.9 Closing Deliveries. At the Closing:

(a) Buyer will deliver the Purchase Price together with any payments in respect of Indebtedness and/or Transaction Expenses by wire transfer in accordance with Section 1.2, as allocated in accordance with Section 1.2;

(b) Buyer' s deliveries in accordance with Section 1.2 above will include deposit with Citibank, N.A. (the "Escrow Agent"), as agent to Buyer and the Sellers, the sum of $1,200,000.00 (the "Adjustment Escrow Amount") into an escrow account designated by the Escrow Agent (the "Adjustment Escrow Account"),the sum of $450,000.00 (the "Indemnity Escrow Amount") into an escrow account designated by the Escrow Agent (the "Indemnity Escrow Account"), and the Regulatory Permit Escrow Amount into an escrow account designated by the Escrow Agent (the "Regulatory Permit Escrow Account"), each to be governed by the terms of this Agreement and of an Escrow Agreement substantially in the form of **Exhibit B** (the "Escrow Agreement"). The Escrow Agreement shall provide that the Adjustment Escrow Amount will be used to satisfy the post-Closing adjustment to Estimated Cash Consideration, if any, pursuant to Section 1.3 (Working Capital Adjustment), the Indemnity Escrow Amount will be used to satisfy the Sellers' obligations, if any, pursuant to ARTICLE 10 (Indemnification) and the Regulatory Permit Escrow Amount will be used to satisfy the Sellers' obligations pursuant to Section 10.1(a)(vii). The Escrow Agreement shall also provide that on the Indemnity Release Date, the balance of the Indemnity Escrow Amount (less any amount subject to an unresolved claim under ARTICLE 10 (a "Pending Claim")), and on the date that all Regulatory Permits have been approved or denied by Government Bodies (the "Regulatory Permit Release Date"), the balance of the Regulatory Permit Escrow Amount (less any amount subject to a Pending Claim) shall be released to the Sellers' Representative (on behalf of the Sellers) and that the Buyer and the Sellers' Representative shall deliver a joint written authorization to the Escrow Agent to effect the same;

(c) Buyer will execute and deliver to the Sellers and the Escrow Agent a counterpart to the Escrow Agreement;

(d) The Sellers will:

(i) execute and deliver to Buyer an assignment with respect to the Purchased Stock and Rollover Interests, free and clear of all Liens, in the form reasonably satisfactory to Buyer;

(ii) not less than three (3) Business Days before the Closing, deliver to Buyer **Exhibit A** setting forth the Estimated Closing Statement (and the component parts thereof), together with a certificate executed by an authorized officer of each of the Company certifying as to the matters set forth therein in the form reasonably satisfactory to Buyer;

(iii) not less than three (3) Business Days before the Closing, deliver the Payoff Letter, in the form reasonably satisfactory to Buyer, with respect to any Indebtedness which is to be repaid at Closing, with all consents and authority necessary to release and terminate any and all Liens on assets of the Company in favor of the lenders under such Indebtedness;

(iv) not less than three (3) Business Days before the Closing, deliver final bills and wire transaction instructions from each payee of any portion of the Transaction Expenses (other than for fifty percent (50%) of the R&W Insurance Premium);

(v) execute and deliver to Buyer a properly executed certification in form and substance satisfactory to Buyer that the interests in the Company, including the Company Stock, are not "U.S. real property interests" in accordance with Treasury Regulations under Sections 897 and 1445 of the Code, together with authorization for Buyer, as agent for the Company, to deliver a copy of the certification, along with the appropriate notification, to the IRS on behalf of the Company, in accordance with the provisions of Section 1.897-2(h)(2) of the Treasury Regulations;

(vi) execute and deliver to Buyer and the Escrow Agent a counterpart to the Escrow Agreement;

(vii) deliver to Buyer evidence of the issuance of the D&O Tail Policy provided for in Section 6.3 below;

(viii) written resignations, effective as of the Closing Date, of each officer of the Company and member of the Company' s Board of Directors who Buyer request to resign prior to Closing; and

(ix) deliver a certificate of good standing for the Company issued as of a date not earlier than five (5) Business Days before the Closing by the Secretary of State of North Carolina and each jurisdiction in which the Company is authorized to do business.

(e) Seller Hart will, not less than three (3) Business Days before the Closing, deliver the Payoff Letter, in the form reasonably satisfactory to Buyer, with respect to any Indebtedness which is to be repaid at Closing, with all consents and authority necessary to release and terminate any and all Liens on assets of HSW in favor of the lenders under such Indebtedness.

1.10 HSW Closing Deliveries. At the HSW Closing, Seller Hart will:

(a) execute and deliver to Buyer Designee an assignment with respect to the HSW Stock, free and clear of all Liens (other than the security interest securing the Facility Promissory Note and Loan Agreement between HSW and the Company), in the form reasonably satisfactory to Buyer;

(b) execute and deliver to Buyer a properly executed certification in form and substance satisfactory to Buyer that the interests in HSW, including the HSW Stock, are not "U.S. real property interests" in accordance with Treasury Regulations under Sections 897 and 1445 of the Code, together with authorization for Buyer Designee, as agent for HSW, to deliver a copy of the certification, along with the appropriate notification, to the IRS on behalf of HSW, in accordance with the provisions of Section 1.897-2(h)(2) of the Treasury Regulations;

(c) written resignations, effective as of the HSW Closing Date, of each officer of HSW and member of HSW' s Board of Directors who Buyer Designee requests to resign prior to the HSW Closing;

(d) deliver a certificate of good standing for HSW issued as of a date not earlier than fifteen (15) Business Days before the HSW Closing by the Secretary of State of California and each jurisdiction in which HSW is authorized to do business;

(e) execute any and all documents reasonably requested by the Buyer or the Company to amend any agreement between the Company and HSW to reflect the transfer of the HSW Stock from Seller Hart to the Buyer Designee; and

(f) (i) have received, in each case, in form and substance reasonably satisfactory to Buyer, the third-party consents and/or government approvals listed on Schedule 1.10(f)(i) and (ii) use commercially reasonable efforts to receive, in each case, in form and substance reasonably satisfactory to Buyer, the third-party consents and/or government approvals listed on Schedule 1.10(f)(ii).

1.11 Rollover Transaction. As an integral part of the transactions contemplated hereby, each Rollover Holder will, immediately prior to the Closing, exchange such Rollover Holder' s Rollover Interests for Common Units of Parent and, immediately prior to the Closing, each such Rollover Holder will receive in respect of such Rollover Holder' s Rollover Interests the number of Common Units set forth across from such Person' s name on Annex I, with each Common Unit of Parent being deemed for purposes hereof to have a value equal to $2.71, and in each case in accordance with the terms of the applicable Rollover Agreement. For the avoidance of doubt, the holders of the Rollover Interests will be entitled to receive Common Units immediately prior to, but contingent upon, the Closing and any cash payment to Sellers pursuant to Section 1.3.

1.12 Earnout.

(a) Subject to the terms and conditions of this Section 1.12, in addition to the Purchase Price, the Sellers shall be eligible to receive potential additional payments in an amount equal to the Aggregate Contingent Payment in accordance with, and subject to, the provisions of this Section 1.12. The Aggregate Contingent Payment, if and to the extent it becomes payable, will be paid (i) 50% in cash paid by the Buyer in the proportion set forth on Annex I hereto by wire transfer of immediately available funds to an account designated by the Sellers' Representative (for distribution to the Sellers) (the "Contingent Cash

Payment"), and (ii) 50% in the form of Common Units of Parent issued by Parent, with each Common Unit of Parent being deemed for purposes hereof to have a value equal to $2.71, which Common Units shall be issued to the Sellers in the proportions set forth on Annex I (the "Contingent Equity Issuance"). The Contingent Cash Payment and Contingent Equity Issuance, in each case, shall be made within thirty (30) days following the date on which the amount of the Aggregate Contingent Payment, if any, is finally determined in accordance with Section 1.12(c). Sellers agree to execute any and all documents reasonably requested by the Buyer or the Company to reflect the Contingent Equity Issuance.

(b) For purposes hereof:

The term "Active Client Date" means the date that is thirty (30) days from the date hereof.

The term "Aggregate Contingent Payment" shall mean (1) if Client/Clinic Revenue is less than the Minimum Target Client/Clinic Revenue, zero dollars, (2) if Client/Clinic Revenue is greater than the Maximum Target Client/Clinic Revenue, $32,940,000, and (3) if Client/Clinic Revenue is greater than or equal to the Minimum Target Client/Clinic Revenue and less than or equal to the Maximum Target Client/Clinic Revenue, an amount equal to $29,060,000 plus the Payment Adjustment Amount.

The term "Cause" shall mean a termination of an individual' s employment by Parent or any Subsidiary of Parent that employs such individual (or by Parent on behalf of any such Subsidiary) by reason of one or more of the following having occurred (as reasonably determined by the board of directors of Parent based on information then known to it after reasonable investigation) during such individual' s employment by Parent or any Subsidiary of Parent: (a) such individual' s conduct resulting in a conviction or indictment of (or its procedural equivalent), or a guilty or nolo contendere plea by such individual with respect to, any crime punishable as a felony; or conviction or indictment of (or its procedural equivalent) such individual of, or a guilty or nolo contendere plea with respect to, any crime involving dishonesty or moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (b) such individual having engaged in acts of (y) fraud, embezzlement, theft, misappropriation, dishonesty, or (z) other acts of willful misconduct, malfeasance or gross negligence in the course of his duties hereunder or otherwise with respect to Parent or any of its Subsidiaries; (c) such individual having failed to perform or uphold his or her material duties under this Agreement and/or such individual' s employment with Parent or any of its Subsidiaries; (d) such individual having failed to materially comply with reasonable directives of the board of directors of Parent or any senior executive officer of Parent or any Subsidiary of Parent who holds a supervisory capacity over the individual; (e) any breach by such individual of any provision of this Agreement, or any material breach by such individual of any other contract to which he or she is a party with Parent or any Subsidiary of Parent; (f) such individual having violated the substance abuse policy of Parent; or any of its Subsidiaries or having otherwise posed a danger to the safety and welfare of any patient; (g) such individual' s willfull and material failure to adhere to any policy applicable generally to all executive employees of Parent or

any of its Subsidiaries, including but not limited to the code of conduct; (h) such individual having appropriated a material business opportunity of Parent or any of its Subsidiaries, including attempting to secure or securing any personal profit in connection with any transaction entered into with or on behalf of Parent or any of its Subsidiaries but excluding any bona-fide arm' s length transaction approved in good faith by the board of directors of Parent; (i) such individual having been (w) suspended, debarred or otherwise ineligible to participate in any of the federal health care programs (as defined in 42 U.S.C. §1320a-7b(f)) or any state contracting or healthcare program, (x) under sanction or known investigation (civil or criminal) related to health care by any federal, state, or local enforcement, regulatory, administrative or licensing agency, (y) assessed civil monetary penalties under applicable law (including, without limitation, Title XVIII, XIX, or XX of the Social Security Act) in connection with the provision of healthcare services, supplies, or items; or (z) disqualified to practice medicine, provide teaching, research or administrative services, including without limitation, and to the extent applicable, disqualification to render services as a physician in the individual' s applicable state of employment or to serve on the staff of any hospital or care facility where Parent or its Subsidiaries provide services through the individual; or (j) such individual, if applicable, fails to qualify for medical malpractice insurance coverage at standard rates with Parent' s or its Subsidiaries' malpractice insurer. Notwithstanding the above, Cause shall not exist pursuant to subsections (c) to (h) until such individual has received written notice of default under the applicable subsection above and actions reasonably required to cure such default, and such individual fails during the thirty (30) day period following receipt of such notice, to revise individual' s conduct to cure the default.

The term "Client/Clinic Revenue" shall mean, for the twelve month period beginning on the first day of the first month immediately following the Closing Date and ending on the one (1) year anniversary of such date (the "Earnout Period"), (i) revenue from active clients and clinics of the Company Group or the Business set forth on Schedule 1.12 which are active as of the Active Client Date, plus (ii) revenue from clients and clinics that the Company Group or the Business obtains after the Active Client Date. For the avoidance of doubt, "active clients" excludes any clients who have provided notice of termination prior to the Active Client Date.

The term "Maximum Target Client/Clinic Revenue" shall mean (i) $85,000,000 minus (ii) an amount of revenue for any Terminated Client or Clinic Revenue.

The term "Minimum Target Client/Clinic Revenue" shall mean (i) $74,000,000 minus (ii) an amount of revenue for any Terminated Client or Clinic Revenue.

The term "Terminated Client or Clinic Revenue" means the amount of any revenue associated with or derived from any client or clinic of the Company or any of its Subsidiaries which Buyer and the Sellers' Representative mutually agree in writing to terminate following the Active Client Date, which amount shall be mutually agreed by Buyer and the Sellers' Representative.

The term "Payment Adjustment Amount" shall mean an amount equal to the product obtained by multiplying (i) $3,880,000 by (ii) a fraction, the numerator of which

is the amount in dollars by which Client/Clinic Revenue exceeds the Minimum Target Client/Clinic Revenue and the denominator of which is $11,000,000; provided, that in no event shall the Payment Adjustment Amount exceed $3,880,000.

(c) Within thirty (30) days following the receipt by the board of directors of the Parent of the financial statements of the Company Group as of October 31, 2021 (but in no event later than November 30, 2021), the Buyer shall deliver to the Sellers' Representative its calculation of Client/Clinic Revenue and Aggregate Contingent Payment, if any (the "Contingent Payment Statement"). The Sellers' Representative shall have thirty (30) days following the date of delivery by the Buyer to the Sellers' Representative of the Contingent Payment Statement (the "CP Review Period") to provide the Buyer with a written certificate notifying the Buyer in writing of any good faith objections to specific components of the calculation of Client/Clinic Revenue and Aggregate Contingent Payment (the "CP Dispute Notice"). If the Sellers' Representative shall object to the Buyer' s calculation of the Contingent Payment Statement, as reflected in the CP Dispute Notice, such objection shall be resolved in accordance with Section 1.3(f) (with references to "Dispute Notice", replaced *mutatis mutandis* by references to the "CP Dispute Notice"), and any payments payable by the Buyer in respect of any Aggregate Contingent Payment shall be subject to the terms of such resolution. During the CP Review Period, the Sellers' Representatives and its accountants, lawyers and other representatives shall have the right to inspect the books and records of the Company, and access to such personnel or representatives of the Company and the Buyer, in each case, during normal business hours and upon reasonable notice and to the extent related to the calculation of Client/Clinic Revenue and Aggregate Contingent Payment; provided, that such access shall be in a manner that does not interfere with the normal business operations of the Company or the Buyer. If the Sellers' Representative does not deliver a CP Dispute Notice in accordance with the procedures set forth in this Section 1.12, the Contingent Payment Statement (together with the Buyer' s calculation of the Aggregate Contingent Payment) shall be deemed to have been accepted by all of the parties to this Agreement.

(d) Notwithstanding anything to the contrary contained in this Agreement to the contrary, in the event that, prior to October 31, 2021, the Company Group consummates any acquisitions or divestitures, including if the Company Group (i) acquires any material assets constituting a line of business after the date hereof, (ii) begins operations in a line of business not engaged in by the Company Group as of the date hereof or acquires material assets (including customer lists) within its existing line of business, or (iii) divests or disposes of assets constituting a line of business, then Client/Clinic Revenue shall be increased or reduced, as applicable, as mutually agreed by the Buyer and Sellers' Representative to account for the effect of such transaction on Client/Clinic Revenue. If Sellers' Representative and Buyer are unable to agree, such disagreement shall be resolved in accordance with Section 1.3(f).

(e) For U.S. federal (and applicable state, local and non-U.S.) income Tax purposes, the Parties agree that: (i) the rights of the Sellers to the Contingent Cash Payment shall be treated as deferred contingent purchase price for the disposition of their Purchased Stock, eligible for installment sale treatment under Section 453 of the Code and any corresponding provision of state, local, or non-U.S. law, and (ii) if and to the extent that

any Contingent Cash Payment is actually distributed to the Sellers, interest may be imputed on such amounts as required by Section 483 and 1274 of the Code. The Parties shall (A) file all Tax Returns consistent with the foregoing and (B) not take any Tax position inconsistent with the foregoing, in each case, unless required pursuant to applicable Law.

(f) Buyer and Parent represent and warrant to Sellers that it is not party to any agreement that would limit its ability to pay the Aggregate Contingent Payment.

(g) The Parties acknowledge and agree that from and after the Closing, Buyer has the right and discretion to operate the Business as it deems appropriate, in good faith; provided, that during the Earnout Period, Buyer and Parent each covenants as follows:

(i) Neither Buyer nor Parent will enter into any written agreement that materially limits its ability to pay the Aggregate Contingent Payment.

(ii) Buyer shall maintain separate books and records for the Business in a manner reasonably sufficient to calculate the Aggregate Contingent Payment. Buyer shall provide to Sellers' Representative (A) at Sellers' sole cost and expense, reasonable access to such books and records, during normal business hours, and upon reasonable notice, as the Sellers' Representative shall from time to time reasonably request solely for reasonable business purposes relating to the calculation of the Client/Clinic Revenue and Aggregate Contingent Payment, and (B) quarterly statements, no later than 15 days after each quarter-end, setting forth in reasonable detail the then-current calculation of the Client/Clinic Revenue.

(iii) Buyer shall not terminate the employment of David L. Dale, Jr., Dr. Robert Eric Hart, Warren A. Hutton, or Susan C. Kinzler, except for Cause, and each such individual shall retain the title set forth in the offer letter from Buyer to such individual, without first obtaining the prior written consent of Sellers' Representative.

(iv) Until such time that the HSW Stock has been transferred pursuant to the Buyer Designee, Buyer and Parent shall not materially amend the pricing and payment terms or indemnification terms of any agreement between the Company and HSW, without first obtaining the prior written consent of Sellers' Representative.

(v) Buyer and Parent shall not take or omit to take any action in bad faith with the purpose or intent of depriving, delaying, avoiding, reducing or preventing the Sellers of the opportunity to earn the Aggregate Contingent Payment.

(h) Parent hereby agrees to guarantee the payment of the Aggregate Contingent Payment, to the extent earned by the Business, and the performance of Buyer' s obligations set forth in this Section 1.12. If, for any reason, the Buyer fails to pay the Aggregate Contingent Payment in accordance with this Section 1.12, Parent guarantees to the Sellers payment of such obligation, to the extent earned by the Business in accordance with this Section 1.12.

(i) If Buyer or Parent breaches any provision of Sections 1.12(g)(iii), 1.12(g)(iv), or 1.12(g)(v), Sellers shall have the right to receive the maximum Aggregate Contingent Payment as liquidated damages, it being acknowledged and agreed that Sellers' actual damages will be difficult to ascertain and the costs of litigation in such scenario will be prohibitively expensive for Sellers. Should any action be brought by or on behalf of the Sellers alleging that Buyer or Parent breached their obligations under Section 1.12(g)(v), the prevailing party in any such action shall be entitled to reimbursement by the non-prevailing party of the prevailing party' s reasonable attorneys' fees and costs and expenses relating to such action, including any related appellate proceedings.

1.13 Withholding. The Buyer, the Company and any other applicable withholding agent will be entitled to deduct and withhold from any amount payable under this Agreement any withholding Taxes or other amounts required under any applicable Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld and duly remitted to the appropriate Taxing Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

1.14 Certain Post-Closing Payments. Notwithstanding any other provision herein to the contrary, the Sellers' Representative may (i) immediately after Closing, direct that (in addition to, but without duplication of, the Transaction Expenses related to transaction bonuses be paid as set forth in Section 1.2), the transaction bonuses that are payable to Susan C. Kinzler, Warren A. Hutton, Ron Schroll and Dr. Ilene Klein as set forth in Disclosure Schedule 2.11(a)(i) and an amount up to $750,000 in discretionary bonuses (including the forgiveness of any loans to former or current employees) will be deducted out of the consideration that is otherwise to be paid at Closing pursuant to Section 1.2, and such amount shall be paid to current or former employees of the Company (as directed by the Sellers' Representative in writing) as part of the transaction bonuses that are payable by the Company in connection with the transactions contemplated by this Agreement (which shall, for the avoidance of doubt, be treated as Transaction Expenses), which amount shall be deposited with the Company and paid to the applicable recipient through the Company' s payroll system subject to applicable withholdings and other Taxes (including social security, Medicare, FUTA and any other payroll Taxes associated with any such amounts); and (ii) at the time of payment of the Aggregate Contingent Payment, direct that the transaction bonuses payable to Susan C. Kinzler and Warren A. Hutton set forth in Disclosure Schedule 2.11(a)(i), plus an amount for discretionary bonuses (including the forgiveness of any loans to former or current employees) in the aggregate of up to $500,000.00 of the Aggregate Contingent Payment (if payable pursuant to Section 1.12) to be paid to current or former employees of the Company (as directed by the Sellers' Representative in writing, in full satisfaction of any such amount in lieu of direct payment thereof to the Sellers pursuant to Section 1.12) as part of the transaction bonus that are payable by the Company in connection with the transactions contemplated by this Agreement, which amount shall be deposited with the Company and paid to the applicable recipient through the Company' s payroll system subject to applicable withholdings and other Taxes (including social security, Medicare, FUTA and any other payroll Taxes associated with any such amounts). No amounts shall be paid out of the Indemnity Escrow Account, the Regulatory Permit Escrow Account or Adjustment Escrow Account with respect to any transaction bonus (including any sale, change of control, retention, severance or similar bonus) payable or due by the Company or HSW prior to or as a result of the Closing or otherwise in connection with the transactions contemplated by this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE COMPANY GROUP

As a material inducement to Buyer to execute and perform its obligations under this Agreement, each member of Company Group, jointly and severally, hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows.

2.1 Organization.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina and has full corporate power and authority to own, lease and operate its assets and properties and to conduct its business as presently conducted and as proposed to be conducted. The Company is duly licensed or qualified to do business, and in good standing, in every jurisdiction in which its ownership of property or the conduct of business as now conducted and as proposed to be conducted requires it to qualify, except where the failure to be so qualified has not had and would not have, individually or in the aggregate, a Material Adverse Effect. Schedule 2.1(a) sets forth each jurisdiction in which the Company is qualified or licensed to do business. The Company has delivered to Buyer true and complete copies of the Governing Documents of the Company as currently in effect.

(b) HSW is a professional medical corporation duly organized, validly existing and in good standing under the laws of the State of California and has full corporate power and authority to own, lease and operate its assets and properties and to conduct its business as presently conducted and as proposed to be conducted. HSW is duly licensed or qualified to do business, and in good standing, in every jurisdiction in which its ownership of property or the conduct of business as now conducted and as proposed to be conducted requires it to qualify, except where the failure to be so qualified has not had and would not have, individually or in the aggregate, a Material Adverse Effect. Schedule 2.1(b) sets forth each jurisdiction in which HSW is qualified or licensed to do business. HSW has delivered to Buyer true and complete copies of the Governing Documents of HSW as currently in effect.

(c) MHM is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arkansas and has full corporate power and authority to own, lease and operate its assets and properties and to conduct its business as presently conducted and as proposed to be conducted. MHM is duly licensed or qualified to do business, and in good standing, in every jurisdiction in which its ownership of property or the conduct of business as now conducted and as proposed to be conducted requires it to qualify, except where the failure to be so qualified has not had and would not have, individually or in the aggregate, a Material Adverse Effect. Schedule 2.1(c) sets forth each jurisdiction in which MHM is qualified or licensed to do business. MHM has delivered to Buyer true and complete copies of the Governing Documents of MHM as currently in effect.

(d) The Company and HSW operate health and wellness clinics ("Clinics") pursuant to client services agreements with employers, unions or other groups, including MHM. The Company provides health care services at the Clinics either directly or through HSW. The Company does not operate the Business through any physician-owned professional corporations other than HSW.

2.2 Capitalization.

(a) Annex I hereto sets forth the issued and outstanding equity securities of the Company and the name and number of shares of equity securities held by each Person, including, as applicable, the individual holder' s name, and, if applicable, the applicable vesting status, grant dates and exercise prices. All of the issued and outstanding shares of equity securities of the Company have been duly authorized, are validly issued, fully paid and nonassessable, were not issued in violation of any preemptive rights, are free and clear of all Liens (other than Liens under the Securities Act and state securities laws), and are owned of record by each Person listed on Annex I hereto. Except as set forth on Annex I, the Company has no other equity securities or securities containing any equity features authorized, issued or outstanding, and there are no agreements, options, warrants or other rights or arrangements existing or outstanding which provide for the sale or issuance of any of the foregoing by the Company. Except for the Company Stock or as otherwise set forth on Schedule 2.2(a), there are no outstanding (i) equity interests or voting securities of the Company, (ii) securities convertible or exchangeable into equity interests of the Company, (iii) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal, or other contracts that require or will require the Company to issue, sell, or otherwise cause to become outstanding or to acquire, repurchase, or redeem equity interests of the Company, or (iv) stock appreciation, phantom stock, profit participation, or similar rights with respect to the Company.

(b) No member of the Company Group has any Subsidiaries.

(c) All outstanding capital stock of HSW is owned of record and beneficially by physician Seller Hart, and is duly authorized, validly issued, fully paid, and non-assessable and is owned free and clear of all Liens, except for restrictions on transferability arising solely under federal or state securities Laws or under any Governing Documents and a lien and option in favor of the Company pursuant to the Succession Agreement. Except as set forth in any Governing Document, there are no (i) outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other similar Contracts with respect to HSW; (ii) voting trusts, proxies or other agreements or understandings with respect to the voting of any equity of HSW; (iii) outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to HSW or any repurchase, redemption or other obligation to acquire for value any capital stock of HSW or (iv) authorized or outstanding bonds, debentures, notes or other indebtedness, the holders of which have the right to vote or consent (or convertible into, exchangeable for, or evidencing the right to subscribe for or acquire securities having the right to vote) with the members of HSW on any matter. HSW is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its capital stock, units or other equity interests.

(d) No member of the Company Group owns or holds the right to acquire any units, partnership interest, joint venture interest or other equity ownership interest in any other Person except for MHM. All outstanding membership interests of MHM is owned of record and beneficially fifty percent (50%) by the Company and fifty percent (50%) by USABLE Corporation (d/b/a Blue Cross Blue Shield of Arkansas), and is duly authorized, validly issued, fully paid, and non-assessable and is owned free and clear of all Liens, except for restrictions on transferability arising solely under federal or state securities Laws or under any Governing Documents. Except as set forth in any Governing Document, there are no (i) outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other similar Contracts with respect to MHM; (ii) voting trusts, proxies or other agreements or understandings with respect to the voting of any equity of MHM; (iii) outstanding or authorized unit appreciation, phantom units, profit participation or similar rights with respect to MHM or any repurchase, redemption or other obligation to acquire for value any membership interests of MHM or (iv) authorized or outstanding bonds, debentures, notes or other indebtedness, the holders of which have the right to vote or consent (or convertible into, exchangeable for, or evidencing the right to subscribe for or acquire securities having the right to vote) with the members of MHM on any matter. MHM is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its membership interests, units or other equity interests.

2.3 Title to and Sufficiency of Assets. Except as set forth on Schedule 2.3, and other than assets sold or otherwise disposed of in the ordinary course of business since July 31, 2020, the Company Group or MHM owns and has sole, exclusive and good, marketable and valid title to or has valid leases, licenses or rights to use each asset reflected on the Audited Financial Statements or acquired after July 31, 2020, purported to be owned, leased, licensed or used or held for use by the Company Group or MHM, in each case free and clear of any and all Liens, other than the Liens set forth on Schedule 2.3 and other than Permitted Exceptions. Except as set forth on Schedule 2.3, all assets that are tangible personal property are in normal operating condition and repair (reasonable wear and tear excepted) and are sufficient in all material respects to conduct the Business immediately after the Closing in the ordinary course of business consistent with the Company' s past practices.

2.4 Tangible Personal Property. The Company Group or MHM has good and marketable title to, or a valid leasehold interest in, all material items of tangible personal property reflected on the Financial Statements as owned or leased by the Company Group or MHM, free and clear of any Liens other than Permitted Exceptions. Except as set forth on Schedule 2.4, all material items of tangible personal property used by the Company Group or MHM in the Business including those located in the principle place of business of the Company, MHM or Clinics are in reasonable condition and in a state of reasonable maintenance and repair (ordinary wear and tear excepted). Other than leases for copiers and other office equipment that are not material to the Business individually or collectively, the Company Group and MHM have no leases of personal property ("Personal Property Leases") relating to personal property used in the Business or to which the Company Group or MHM is a party or by which the properties or assets of the Company Group or MHM are bound. HSW is not a party to any Personal Property Lease. MHM is not a party to any Personal Property Lease.

2.5 No Violation; Consents. Except as set forth on Schedule 2.5(a), none of the execution or delivery by the Company Group of this Agreement or any agreement, instrument or other document to be executed and delivered in accordance herewith, the consummation by the Company Group of the transactions contemplated hereby or thereby or the compliance by the Company Group with any of the provisions hereof or thereof will: (a) contravene, conflict with or result in a violation, breach of or default under (whether after giving of notice, lapse of time or both), or give any Person the right to terminate or accelerate any obligation under, or relieve any Person of any obligation to the Company Group under, or trigger any notice requirement under (i) any of the provisions of the Governing Documents of the Company Group or MHM; (ii) any Law or Order to which the Company Group or MHM, including any of their respective assets, or the Business is subject, or trigger any notice requirement; or (iii) the terms or requirements of any Contract to which the Company Group is a party or to which the Company Group or the Business are otherwise subject; or (b) result in the creation of any Lien on any assets owned or used by the Company Group other than Permitted Exceptions. Except with respect to the HSR Act and as set forth on Schedule 2.5(b), no consent, waiver, approval, Order, Permit or authorization of, or registration, qualification, designation, declaration, filing or waiting period with, or notification to, any Person or Governmental Body is required on the part of the Company Group or the Sellers in connection with the execution and delivery by the Company Group and the Sellers of this Agreement or any Company Document, HSW Document or Seller Document, as applicable, the compliance by the Company Group or the Sellers with any of the provisions hereof and thereof, the consummation of the transactions contemplated hereby and thereby or the taking by the Company Group or the Sellers of any other action contemplated hereby or thereby.

2.6 Authority. The Company has all requisite power, authority and legal capacity to execute, deliver and perform under this Agreement and the other agreements, certificates and instruments to be executed by the Company in connection with or pursuant to this Agreement (collectively, the "Company Documents"). The execution, delivery and performance by the Company of this Agreement and each Company Document to which the Company is a party has been duly authorized by all necessary action on the part of the Company and, upon execution and delivery at the Closing by all parties thereto, this Agreement and each of the other Company Documents to which the Company is a party will be legal, valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization and similar applicable Laws affecting creditors generally and by the availability of equitable remedies. HSW has all requisite power, authority and legal capacity to execute, deliver and perform under this Agreement and the other agreements, certificates and instruments to be executed by HSW in connection with or pursuant to this Agreement (collectively, the "HSW Documents"). The execution, delivery and performance by HSW of this Agreement and each HSW Document to which HSW is a party has been duly authorized by all necessary action on the part of HSW and, upon execution and delivery at the Closing by all parties thereto, this Agreement and each of the other HSW Documents to which HSW is a party will be legal, valid and binding agreements of HSW, enforceable against HSW in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization and similar applicable Laws affecting creditors generally and by the availability of equitable remedies.

2.7 Financial Information.

(a) Attached hereto as Schedule 2.7(a) are (a) the audited balance sheets of the Company Group as of December 31, 2018 and December 31, 2019, and the related audited consolidated statements of income, cash flows and changes in stockholders' equity of the Company Group for the fiscal years then ended, accompanied by any notes thereto (collectively, the "Annual Financial Statements"), and (b) the unaudited consolidated balance sheet of the Company Group as of August 31, 2020, and the related management statement of income and cash flow for the eight (8)-month period then ended (collectively, the "Interim Financial Statements" and, together with the Annual Financial Statements, the "Financial Statements"). The Annual Financial Statements have been audited by the Company Group' s firm of certified public accountants. Except as set forth on Schedule 2.7(a), the Financial Statements (i) have been prepared in accordance with the Accounting Principles, consistently applied throughout the periods covered thereby, (ii) have been prepared in a manner consistent with the books and records of the Company Group, and (iii) present fairly in all material respects the assets, liabilities, financial position and results of operations of the Company Group and the Business, as of the dates and for the periods presented therein, except for the absence of certain footnotes and normal year-end adjustments (none of which are, individually or in the aggregate, material).

(b) The Company Group maintains a system of internal controls over financial reporting which is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, and includes policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect in all material respects the transactions and dispositions of the assets of the Company Group; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and that receipts and expenditures are being made only in accordance with authorizations of management and directors of the Company Group; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Company Group that could have a material effect on the Company Group' s consolidated financial statements.

(c) Except as set forth on Schedule 2.7(c), neither the Company Group nor MHM has any Liability or other obligations, except: (i) Liabilities accrued or reserved for in the Interim Financial Statements, and (ii) Liabilities incurred in the ordinary course of business consistent with past practice since the date of the Interim Financial Statements (none of which is a Liability resulting from, arising out of, relating to, in the nature of, or caused by any breach of contract, breach of warranty, tort, infringement, violation of law, environmental matter, claim or lawsuit).

(d) None of the Company Group or MHM has applied for, been approved for, or received any funds pursuant to programs created under the CARES Act (including the Paycheck Protection Program) and, except as set forth on Schedule 2.7(d), nor have any of them deferred payments of any employment related taxes pursuant to any such programs.

2.8 Absence of Changes. Since July 31, 2020, except as set forth on Schedule 2.8, (a) the Company Group has operated the Business only in the ordinary course of business, consistent with past practices, and (b) there has not been (i) any event, change, occurrence or

circumstance that, individually or in the aggregate with any such other events, changes, occurrences or circumstances, has had a Material Adverse Effect; (ii) any mortgage or pledge of, or imposition of any Lien on, any of the Company Group' s material assets, other than Permitted Exceptions; (iii) any termination of, amendment or supplement to, or waiver of any rights of the Company Group under, or any permitted acceleration of vesting under, any provision of any Material Contract; (iv) any capital expenditures or commitments therefor in excess of $150,000 in the aggregate; (v) any material cancellation or nonrenewal of any Contract that would have constituted a Material Contract; (vi) any material change in the Company Group' s practices regarding (x) acceleration of the billing of customers, (y) the collection of their accounts receivable, or (z) delay in payment of accounts payable or accrued expenses or the deferment of expenses; (vii) any increase in the regular rate of compensation payable by the Company Group to any shareholder, member, officer, director or employee, or any increase in the compensation to any shareholder, member, officer, director, employee by bonus, compensation service award or in any other way, in each case other than in the ordinary course of business; (viii) any payment or commitment to pay any severance, dividends, change of control or termination pay to any Person, or any increase in benefits payable to any Person under any existing severance, equity interest, change in control or severance agreement or policy; (ix) any write-up or write-down in the value of any material assets, or write-off as uncollectible of any notes or accounts receivable, except for write-downs and write-offs in the ordinary course of business in accordance with GAAP, which are not material in the aggregate; (x) any payment, discharge or satisfaction of any Liabilities other than in the ordinary course of business; (xi) any threat, commencement or settlement of any Legal Proceeding by or against the Company Group or MHM; (xii) any Tax election made or changed, any change in any annual Tax accounting period, any adoption or change in any method of Tax accounting, any amended Tax Return filed, any closing agreement entered into with respect to Taxes, any settlement of any Tax claim or assessment, any surrender of any right to claim a Tax refund, offset or other reduction in Tax Liability, any consent to any extension or waiver of the limitations period applicable to any Tax claim or assessment, any entering into of any transaction giving rise to a deferred gain or loss, or taking of any other material action (or failing to take a material action) with respect to Taxes; (xiii) any amendment to the Company Group' s Governing Documents; (xiv) any assumption, incurrence or otherwise becoming subject to any Indebtedness outside the ordinary course of business; (xv) any investment in or acquisition of (including by merger, consolidation, purchase of assets or equity interests of or by any other manner) any business or Person; (xvi) any purchase, sale, transfer, lease, assignment or other disposition of, or entry into any agreement or other arrangement for the purchase, sale, transfer, lease, assignment or other disposition of, any securities, properties or assets or other interests (excluding intangible property) of the Company Group, involving the payment or receipt of more than $150,000 or not in the ordinary course of business; (xvii) any loan or capital contributions made to any other Person, or entered into any other material transaction with, any of their shareholders, directors, members, managers, officers or employees (other than immaterial advances to employees of the Business in the ordinary course of business consistent with past practice); (xviii) any adoption of a plan of liquidation, dissolution, merger, consolidation or other reorganization; or (xix) any agreement or commitment, whether in writing or otherwise, that in any way legally binds the Company Group to take any action described in this Section 2.8.

2.9 Legal Proceedings. Except as set forth in Schedule 2.9, there are no, and since January 1, 2017 there have been no, pending, or to the Company' s Knowledge, threatened Legal Proceedings (i) against the Company Group or MHM, any of their respective properties or assets,

or the Company Service Providers or MHM Service Providers or HSW Service Providers in their capacity as such, or (ii) that challenge or that seek to prohibit, restrict or delay the consummation of the transactions contemplated by this Agreement. Neither the Company Group nor MHM, nor any of their properties or assets, is subject to or bound by any (i) currently existing Order or (ii) settlement agreement that contains any ongoing obligations. There are no unsatisfied judgments, penalties, or awards against the Company Group or the Business.

2.10 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 2.10(a), the Company Group and MHM are, and since January 1, 2017 has been, operating in material compliance with all applicable Laws. Except as set forth on Schedule 2.10(a), the Company Group and MHM have not, since January 1, 2017, (i) received any notice from any Governmental Body regarding any violation by the Company Group of any applicable Laws, or (ii) filed with or otherwise provided to any Governmental Body any notice regarding any violation by the Company Group or MHM of any applicable Laws.

(b) Except as set forth on Schedule 2.10, the Company Group and the health care professionals employed by or furnishing health care services on behalf of HSW and MHM each owns or possesses, and since January 1, 2017 (with respect to the health care professionals, during such time s/he was in the service of Company Group since January 1, 2017) has owned and possessed, from each appropriate Governmental Body all material permits, licenses, authorizations, accounts, approvals, waivers, quality certifications, certificates of need, filings, registrations, clearances, franchises or rights (collectively, "Permits") issued or granted by any Governmental Body necessary to conduct the Business as presently conducted. The Company is, and has been at all times, in material compliance with the terms and conditions of each Permit, and there are no provisions in, or agreements relating to, any Permits that preclude or limit the Company Group from operating and carrying on the Business as currently conducted. No loss or expiration of any Permit is pending or, to the Knowledge of the Company, threatened (including as a result of the transactions contemplated hereby) other than expiration in accordance with the terms thereof, which terms do not expire as a result of the consummation of the transactions contemplated hereby. There is no pending or, to the Knowledge of the Company, threatened Proceeding by or before any Governmental Authority to revoke, cancel, rescind, suspend, restrict, modify, or refuse to renew any Permit owned or held by the Company Group or MHM and the Company Group and MHM have not received any notice in writing that the Company Group or MHM, as applicable, is conducting the Business or any other activities in breach or violation of any such Permit. The Company Group and MHM are currently fulfilling and performing, and has since January 1, 2017 fulfilled and performed, its obligations under each of the Permits in all material respects. The transactions contemplated by this Agreement will not result in a default under, or a breach or violation of, or adversely affect the rights and benefits afforded to the Company Group or MHM by, any Permits. A schedule of all Permits maintained by the Company Group and each health care professionals employed by or furnishing health care services on behalf of HSW and MHM is set forth in Schedule 2.10. All such Permits are valid and in full force and effect. The Company Group has maintained in all material respects all records required to be maintained by the Permits applicable to the Company Group or the Business or both in the Company Group' s current states of operation.

2.11 Labor Matters.

(a) Set forth in Schedule 2.11(a)(i) is a true, correct and complete list as of the date of this Agreement of all current employees of the Company, describing for each such employee his or her: name or employee identification number; date of hire; job title; primary work location (country and state or province); average hours worked per week; overtime exempt status; annual base salary rate (if overtime exempt) or base hourly rate (if overtime nonexempt); eligibility for incentive compensation and type of incentive compensation (e.g., bonus, commission); and the total amount of bonus, severance and other amounts to be paid at the Closing or otherwise in connection with the transactions contemplated hereby. Set forth in Schedule 2.11(a)(ii) is a true, correct and complete list as of the date of this Agreement of all current independent contractors retained by the Company with respect to the operation of the business of the Company and classified by the Company as other than an employee or compensated other than through wages paid by the Company through its payroll department and reported on a form W-4, showing for each independent contractor his/her/its: personal or corporate name; brief description of services performed; date initially retained to perform services; primary location from which services are performed (country and state or province); and frequency with which fees are paid. The employees and independent contractors set forth in the schedules to this Section 2.11(a) shall be collectively referred to as the "Company Service Providers".

(b) Set forth in Schedule 2.11(b)(i) is a true, correct and complete list as of the date of this Agreement of all current employees of HSW, describing for each such employee his or her: name or employee identification number; date of hire; job title; primary work location (country and state or province); average hours worked per week; overtime exempt status; annual base salary rate (if overtime exempt) or base hourly rate (if overtime nonexempt); eligibility for incentive compensation and type of incentive compensation (e.g., bonus, commission); and the total amount of bonus, severance and other amounts to be paid at the Closing or otherwise in connection with the transactions contemplated hereby. Set forth in Schedule 2.11(b)(ii) is a true, correct and complete list as of the date of this Agreement of all current independent contractors retained by HSW with respect to the operation of the business of HSW and classified by HSW as other than an employee or compensated other than through wages paid by HSW through its payroll department and reported on a form W-4, showing for each independent contractor his/her/its: personal or corporate name; brief description of services performed; date initially retained to perform services; primary location from which services are performed (country and state or province); and frequency with which fees are paid. The employees and independent contractors set forth in the schedules to this Section 2.11(b) shall be collectively referred to as the "HSW Service Providers".

(c) Neither the Company, HSW nor MHM is subject to or bound by any collective bargaining, works council, trade union or labor union Contracts or any other Contract (each, a "Collective Bargaining Agreement") with any group of employees, labor union, works council, labor organization or employee representative (each, a "Union"). To

the Company' s Knowledge, no Union is seeking to organize any Company Service Providers or any HSW Service Providers or any MHM Service Providers for purposes of collective bargaining, made a demand for recognition or certification, sought to bargain collectively with the Company, HSW or MHM, or filed a petition for recognition with any Governmental Body. As of the Closing Date, no Collective Bargaining Agreement is being negotiated by the Company, HSW or MHM. There have been no actual or, to the Knowledge of the Company, threatened strikes, lockouts, picketing, material labor trouble, work stoppages, slow-downs, boycotts, hand billing, walkouts, demonstrations, leafleting, sit-ins, sick-outs or other forms of organized labor disruption with respect to the Company, HSW or MHM, or other similar interference with or impairment of the Business, and, to the Knowledge of the Company, no such activities are currently threatened against the Company, HSW or MHM.

(d) The Company, HSW and MHM have received from each of the Company' s employees, from each of HSW' s employees and from each of MHM' s employees, respectively, his or her completed Form I-9, and each of such Company employees, HSW employees and MHM employees has delivered to the Company, HSW or MHM documents which confirmed such person was authorized to work in the United States.

(e) The Company Group and MHM have complied in all material respects with all applicable Laws regarding labor and employment, including but not limited to all Laws relating to discrimination; employment practices; the hiring, promotion, assignment and termination of employees; equal employment opportunities; disability; labor relations; terms and conditions of employment; payment of wages; hours of work; immigration; workers' compensation; employee benefits; working conditions; occupational safety and health; family and medical leave; worker classification; and data and privacy protection. The Company, HSW and MHM are not engaged in any unfair labor practice. The Company, HSW and MHM are not liable for any payment to any trust or other fund or to any Governmental Body with respect to unemployment compensation benefits, social security or other benefits or obligations for any employees except as set forth in the Financial Statements. Except as set forth on Schedule 2.11(e), there are no pending claims against the Company, HSW or MHM under any workers' compensation plan or policy or for long-term disability. Except as set forth on Schedule 2.11(e), there are no, and since January 1, 2017 there have been no, grievances, arbitrations, charges, investigations, hearings, actions, proceedings, claims or controversies (including, without limitation, any administrative investigations, charges, claims, actions or proceedings) pending or threatened between either the Company, HSW or MHM and any of its respective current or former employees, applicants for employment or independent contractors, consultants, subcontractors, leased employees, volunteers, "temps" of the Company, HSW or MHM, or any Person alleging to be a current or former employee of the Company, HSW or MHM, or any group or class of the foregoing, or any Governmental Body, in each case in connection with such Person' s affiliation with, or the performance of such Person' s duties to, the Company, HSW or MHM, or alleging a violation of any labor or employment Laws, breach of any Collective Bargaining Agreement, breach of any express or implied contract of employment, wrongful termination of employment or any other discriminatory, wrongful or tortious conduct in connection with an employment relationship or alleged employment relationship. To the Company' s Knowledge, no individual has been improperly excluded from, or wrongly denied benefits under, any Plan.

2.12 Healthcare Regulatory Matters.

(a) Except as set forth on Schedule 2.12(a), the Company, HSW and MHM are, and have been since January 1, 2017, in material compliance with all applicable Health Care Laws.

(b) The Company, HSW and MHM do not presently participate in or submit claims to or have previously participated in or submitted claims to any Federal Health Care Program or Payor.

(c) Since January 1, 2017, none of the Company, HSW or MHM, and none of their current or previous officers, directors or employees, Company has been convicted of, formally charged with or, investigated for a Federal Health Care Program-related material offense or material 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 has been debarred, excluded or suspended from participation in any Federal Health Care Program, for, or been subject to any order or consent decree of, or criminal or civil fine or penalty imposed by, any Governmental Body related to, fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, or obstruction of an investigation of controlled substances.

(d) To the extent required by applicable Laws, each of the Company Service Providers, HSW Service Providers and MHM Service Providers who provides, or the former health care professional who provided, in the past year, professional medical services (i) is (or was during such time s/he was providing services on behalf of the Company Group) a licensed healthcare provider who maintains, and during such time s/he was in the service of Company Group or MHM since January 1, 2014, maintained or has maintained, an active and unrestricted license in the state(s) in which s/he provides or provided such services on behalf of Company, HSW or MHM without being subject to any disciplinary or corrective action, and (ii) to the extent such Company Service Provider, HSW Service Provider or MHM Service Provider, or former health care professional, prescribes or prescribed controlled substances, has been or was at all relevant times validly registered with the United States Drug Enforcement Administration ("DEA") under Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, 21 U.S.C. § 801, et seq. (commonly known as the Controlled Substances Act).

(e) Except as set forth on Schedule 2.12(e), none of the Company, HSW or MHM, nor any Company Service Provider, HSW Service Provider or MHM Service Provider who provides professional medical services (i) has been reprimanded, sanctioned or disciplined by any licensing board or any federal or state Governmental Body, professional society, Payor or specialty board, (ii) has had a final judgment or settlement without judgment entered against him or her in connection with a malpractice or similar action; (iii) has been the subject of any criminal complaint, indictment or criminal proceedings; (iv) has been the subject of any investigation or proceeding, whether

administrative, civil or criminal, relating to an allegation of filing false health care claims, violating anti-kickback, Stark self-referral amendments or other self-referral, or fee-splitting Laws, or engaging in other billing improprieties; or (v) has been the subject of any allegation, or any investigation or proceeding based on any allegation of violating professional ethics or standards relating to his or her medical practice.

(f) The physician who owns HSW satisfies the licensure qualifications for ownership of a professional corporation in the state of incorporation of HSW and each state where HSW operates, except as set forth in Schedule 2.12(f), has entered into a Succession Agreement with the Company. The Company has provided a true and correct copy of the Management Agreement and the Succession Agreement (including all amendments and modifications thereto) to Buyer, and each such agreement is valid and enforceable in all material respects. The Company is in compliance with its obligations in all material respects under the Management Agreement and the Succession Agreement. No default, event of default or event entitling the termination of the Management Agreement and the Succession Agreement has occurred and, to the Company' s Knowledge, all other parties to the Management Agreement and the Succession Agreement are in compliance in all material respects with their respective obligations thereunder.

(g) Except as set forth on Schedule 2.12(g) and notwithstanding Section 2.10, none of the Company or any Company Service Providers, HSW or any HSW Service Providers, or MHM or any MHM Service Providers is, or has been, the subject of investigations or proceedings to sanction, suspend, revoke, restrict, or deny any current or pending applicable Permits. There currently exist no restrictions, deficiencies, required plans of corrective action or other such remedial measures by relevant Governmental Bodies with respect to any Permits applicable to Company, Company Service Providers, HSW, HSW Service Providers, MHM or MHM Service Providers.

(h) Except as set forth on Schedule 2.12(h), since January 1, 2017, none of the Company, HSW or MHM has received any written notice of non-compliance, request for remedial action, or been subject to any fine (whether ultimately paid or otherwise resolved) by any Governmental Body.

(i) Privacy and Security.

(i) Except as set forth on Schedule 2.12(i), the Company, HSW and MHM are currently and since January 1, 2017 have been, in material compliance in all material respects with (i) all applicable Laws (including, without limitation, HIPAA and comparable state laws) and the Company' s and, if applicable, HSW' s privacy policy ("Privacy Policy") regarding the collection, use, disclosure, storage, processing and protection of Personal Data; and (ii) the Payment Card Industry Data Security Standards and all applicable industry standards. None of the Company, HSW or MHM has received any written communication from any Governmental Body that alleges that either is not in compliance in any material respect with the applicable privacy, security, transaction standards, breach notification or other provisions and requirements of any Privacy Laws, including, without limitation, HIPAA or any applicable comparable state Laws.

(ii) Except as set forth on Schedule 2.12(i), to the Company' s Knowledge, no Person has gained unauthorized access to or made any unauthorized use of any such Personal Data maintained by the Company, HSW or MHM. The Company, HSW and MHM have implemented commercially reasonable security measures to ensure that all Personal Data under its control or in its possession is protected against loss and against unauthorized access, use, transmission, or disclosure or any other use by a third party that would violate an applicable Privacy Policy or Law.

(iii) The Company, HSW and MHM have required and do require all third parties to which it provides Personal Data and/or access thereto to maintain the privacy and security of such Personal Data, including where required by applicable Law, and in compliance in all material respects with the requirements of such applicable Law (including HIPAA), by contractually obligating such third parties to protect such Personal Data from unauthorized access by and/or disclosure to any unauthorized third parties.

(iv) As of the date of this Agreement, the Company, HSW and MHM are not and have never been in material breach of any business associate agreement.

(v) The Company, HSW and MHM are, and since January 1, 2017 have been, in material compliance with their respective website privacy policies and all other privacy policies they maintain or publish, in each case to the extent such policies relate to the Business. To the Company' s Knowledge, neither the Company, nor any of the Company' s subcontractors or any business associate of HSW or MHM, has suffered any Breach of Unsecured Protected Health Information (as such terms are defined at 45 C.F.R. § 164.402) or unauthorized misappropriation, access, use or disclosure of Personal Data.

(vi) Contingent upon Buyer' s compliance with all applicable laws regarding the privacy and security of Personal Data, and (upon Buyer' s execution, delivery and performance of all documents, agreements and instruments to be executed by Buyer in connection with this Agreement), the execution, delivery and performance of this Agreement, any other agreement contemplated by this Agreement and such other agreements, instruments and documents delivered in connection hereto, and the consummation of the transactions contemplated hereby and thereby, do not violate the Privacy Policy, and upon the Closing, the Company, HSW and MHM, as applicable, will continue to have the right to use such Personal Data on the same terms and conditions as the Company, HSW and MHM enjoyed prior to the Closing.

(vii) None of the Company, HSW or MHM is the subject of any civil or criminal penalty, process, claim, action or proceeding, or any administrative or other regulatory review, survey, process or proceeding relating to the collection, transmission, disclosure, or use of Personal Data or otherwise alleging a violation of HIPAA.

(viii) None of the Company, HSW or MHM are subject to the European General Data Protection Regulation or other privacy, data security and/or data protection laws outside of the United States. The Company does not collect any Personal Data outside of the United States and does not transfer any Personal Data across any national borders.

(j) The transactions contemplated hereby will not conflict with any applicable Permits necessary to operate the Business, excluding such notices and filings which may be required as a result of the transaction contemplated hereby and which are set forth on Schedule 2.5(b).

2.13 Material Contracts.

(a) Schedule 2.13(a) sets forth, by reference to the applicable subsection of this Section 2.13(a), all of the following Contracts to which the Company Group or MHM is a party or by which the Company Group or MHM is bound (the Contracts required to be set forth on Schedule 2.13(a) are the "Material Contracts"):

(i) each Material Contract relating to the sale, distribution or licensing of the services provided by the Business with an expected annualized value of $500,000.00 or more;

(ii) each (A) Management Agreement with HSW and (B) management agreement with MHM;

(iii) each Government Contract with an expected annualized value of $500,000.00 or more;

(iv) each Contract (A) relating to the employment of, or the performance of services by, any Person, including any Company Service Provider, any HSW Service Provider and any MHM Service Provider (but excluding any "at will" offer letters of similar Contracts); (B) pursuant to which the Company Group or MHM is or may become obligated to make any severance, retention, termination or similar payment to any Company Service Provider, HSW Service Provider or MHM Service Provider; or (C) pursuant to which the Company Group or MHM Service Provider is or may become obligated to make any bonus or similar payment to any Company Service Provider, HSW Service Provider or MHM Service Provider; further, each such independent contractor agreement equaling or exceeding $150,000.00 in annualized payments; provided, that notwithstanding the foregoing, with respect to any such Contract which is on terms that do not materially deviate from the Company Group' s or MHM' s standard form of such Contract, only a representative sampling of such Contracts has been disclosed on Schedule 2.13(a)(iv) and made available to Buyer, in each case as described on Schedule 2.13(a)(iv);

(v) each client Contract with an expected annualized value of $500,000.00 or more and each other Contract imposing any restriction on the right or ability of the Company Group or MHM or any Company Knowledge Party (A) to

compete with, or solicit any customer of, any other Person; (B) to acquire any product or other asset or any services from any other Person; (C) to solicit, hire or retain any Person as an employee, consultant or independent contractor; (D) to develop, sell, supply, distribute, offer, support or service any product or any Technology or other asset to or for any other Person; or (E) to perform services for any other Person;

(vi) each Contract containing (A) a "most favored nations" clause or other clause that purports to adjust pricing or services provided by the Company Group or MHM based on the terms made available to other customers, or (B) any exclusivity provisions or similar provisions;

(vii) each Contract with any Seller or any officer, manager or director of the Company Group;

(viii) the Principle Offices Leases;

(ix) the Clinic Leases;

(x) each Contract under which the Company Group is a lessor of, or makes available for use by any third party, any tangible personal property owned (including ownership for Tax purposes) by the Company Group;

(xi) each Contract for the future purchase of materials, supplies or equipment in excess of the current requirements of the Business;

(xii) each Contract providing any guaranteed minimum payment or minimum purchase requirements;

(xiii) each Contract relating to a consignment, distributor, dealer, manufacturer' s representative, sales agency, representative, marketing, franchise or licensing agreement or relations with respect to the distribution by the Company Group of third party products or the distribution by third parties of Company Group products;

(xiv) each client Contract with an expected annualized value of $500,000.00 or more and each other Contract containing a license, sublicense or royalty agreement, under which the Company Group has granted rights to any third party in Company Intellectual Property, or under which any third party has granted rights to the Company Group in any Intellectual Property in connection with the Business; provided, however, the following shall be excluded: any license agreement for commercially available, off-the-shelf software, including a "shrink-wrap" or "click-through" license agreement, entered into pursuant to such third party' s customer agreement and involving a payment by the Company Group less than $25,000;

(xv) each Contract relating to Indebtedness of the Company Group or MHM or imposing a Lien on any of the Company Group' s or MHM' s assets;

(xvi) each Contract creating or relating to any joint venture, partnership (limited or general), collaboration or any sharing of revenues or profits;

(xvii) each indemnification Contract or other Contract conferring indemnification obligations binding on the Company Group outside the ordinary course of business;

(xviii) any Contract relating to the purchase, sale or disposal of any equity interest or other securities of the Company Group or MHM;

(xix) any Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise);

(xx) any Contract containing a material severance, change of control, retention, or other similar type payment provision;

(xxi) any Contract relating to the settlement of any Legal Proceeding by or before a Governmental Body or other dispute in excess of $100,000 or with outstanding obligations of the Company Group or MHM;

(xxii) any Contract involving the payment of any earn-out or similar contingent payment, or in which any obligations of the Company Group or MHM is related in any way to any economic metrics of the Company Group or MHM or any part of the business thereof (e.g. sales, net revenue, etc.);

(xxiii) each Contract premised on small business status, minority-owned business status, disadvantaged business status, protégé status, "8(a)" status or any other preferential status;

(xxiv) each Contract with an expected annualized value of $500,000.00 or more presently involving a contingent payment to a client based on the performance of Company Group in relation to guarantees stated within said Contract; and

(xxv) each other non-client Contract (not already listed pursuant to subsections (ii) through (xxiv) above) that contemplates or involves (A) the payment or delivery of cash or other consideration in an amount or having a value in excess of $150,000 per year in the aggregate, or (B) the purchase or sale of any product, or performance of services, by or to the Company Group or MHM having a value in excess of $150,000 per year in the aggregate; provided, however, disclosures under subpart (iv) above and Schedules 2.11(a)(i) and 2.11(b)(i) shall be deemed sufficient as to signed form employment agreements (a copy of which has been provided to Buyer) involving payments exceeding such thresholds.

(b) True, complete and correct copies of the written Material Contracts set forth, or required to be set forth, on Schedule 2.13(a) (together with all amendments, modifications or supplements thereto) have been made available to Buyer, and Schedule 2.13(b) provides a true, complete and correct description of the terms of each Material Contract involving payment by or to the Company Group or MHM in excess of $150,000 that is not in written form.

(c) Except as set forth on Schedule 2.13(c), each of the Material Contracts is in full force and effect (except for those Material Contracts that may have terminated or expired in accordance with their terms) and is the legal, valid and binding obligation of the Company Group, as applicable, and the other parties thereto, enforceable against the Company Group, as applicable, and the other parties thereto in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization and similar applicable Laws affecting creditors generally and by the availability of equitable remedies and, upon consummation of the transactions contemplated by this Agreement, shall continue in full force and effect. The Company Group is not in default under any Material Contract, nor, to the Company' s Knowledge, (i) is there any other party to any Material Contract in breach of or default thereunder, or (ii) has any event occurred that, with or without notice or lapse of time, or both, would constitute a breach or default of the Company Group or other party thereunder. Except as set forth on Schedule 2.13(c), no party to any of the Material Contracts has exercised any termination rights with respect thereto. No party has given written notice of any material dispute with respect to any Material Contract (it being agreed that any dispute with respect to any Material Contract with any Specified Customer would be deemed a material dispute).

2.14 Real Property. The Company Group and MHM does not own any real property. Schedule 2.14 sets forth a true, complete and correct list of (a) each lease, sublease, license or similar agreement for the lease, holding or operation by the Company Group or MHM of any real property owned by any third person at which the Company Group or MHM maintains its principle offices (the "Principle Offices Leases"); and (b) each lease, sublease, license or similar agreement for the lease, holding or operation by the Company Group or MHM of any real property owned by any third person at which the Company Group or MHM maintains its Clinics (the "Clinic Leases")(collectively, the "Leased Real Property"). The Company Group or MHM has a leasehold interest in all Leased Real Property, free and clear of all Liens, except Permitted Exceptions, and except otherwise as disclosed in Schedule 2.14, neither the Company Group nor MHM has assigned or sublet their interests under any Lease to any other Person. The Leased Real Property constitutes all interests in real property currently used, occupied or held for use in connection with the Business and that are necessary for the continued operation of the Business as presently operated. Except as set forth on Schedule 2.14, the Company Group and MHM has performed in all material respects all obligations required to be performed by each of them under each lease, sublease, license or similar agreement for the Leased Real Property ("Lease Agreements") and neither the Company Group nor MHM have received written notice that (i) any Leased Real Property is not in compliance with applicable Laws, or (ii) received written notice of any intent to terminate any Lease Agreement. Each Lease Agreement was made and entered into in good faith, on an arm' s-length basis and on what the Company Group and MHM reasonably believes to have been the market terms. Neither the Company Group nor MHM has received written notice of any actual or, to the Company' s Knowledge, threatened condemnation or eminent domain proceedings that affect any Leased Real Property. Neither the Company Group nor MHM has received any written notice of the intention of any Governmental Body or other Person to take or use all or any part of any Leased Real Property. Neither the Company Group nor MHM has received any written notice from any insurance company that has issued a policy with respect to any Leased Real

Property requiring performance of any structural or other repairs or alterations to such Leased Real Property. Neither the Company Group nor MHM owns or holds, nor is the Company Group or MHM obligated under or a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any real estate or any portion thereof or interest therein, including, without limitation, the Leased Real Property or any portion thereof. The Company Group and MHM have all certificates of occupancy and Permits of any Governmental Body necessary for the current use and operation of each Principle Offices Leases and the Clinic Leases, and the Company Group and MHM have complied in all material respects with all material requirements and conditions of the Permits applicable to them. During the preceding five (5) years, none of the Leased Real Property has suffered any material damage by fire or other casualty which has not heretofore been repaired and restored in all material respects, except for damage that would not, individually or in the aggregate, materially impair the conduct of the business of the Company Group or MHM.

2.15 Customers and Suppliers.

(a) Set forth on Schedule 2.15(a) are the Company Group' s twenty (20) largest customers, by dollar volume, for each of the following periods: (i) the fiscal year ended December 31, 2019, and (ii) the period beginning on January 1, 2020, and ending on July 31, 2020, and set forth opposite the name of each such customer is the dollar amount of sales attributable to such customer for such periods. The Company Group is not engaged in any material dispute with any customer listed on Schedule 2.15(a) (collectively, the "Specified Customers"). Except as set forth on Schedule 2.15(a), none of the Specified Customers has provided written notice to the Company Group that it intends to terminate or materially reduce its business relations with the Company Group. Except as noted in Schedule 2.15(a), none of the Company Group' s business relations with any of its customers was awarded, in whole or in part, because of, or is premised on, small business status, minority-owned business status, disadvantaged business status, protégé status, "8(a)" status or other preferential status. The Company Group has not been notified in writing that any Specified Customer will terminate or reduce its business with the Company Group as a result of the transactions contemplated by this Agreement.

(b) Set forth on Schedule 2.15(b) are the Company Group' s twenty (20) largest vendors, by dollar volume, for each of the following periods: (i) the fiscal year ended December 31, 2019, and (ii) the period beginning on January 1, 2020, and ending on July 31, 2020, and set forth opposite the name of each such vendor is the dollar amount of purchases attributable to such vendor for such periods. The Company Group is not engaged in any material dispute with any such vendor, nor has such vendor notified the Company Group in writing that it intends to terminate or materially reduce its business relations with the Company Group or the Business. The Company Group has not been notified in writing that any such vendor will terminate or reduce its business with the Company Group as a result of the transactions contemplated by this Agreement.

2.16 Intellectual Property Rights.

(a) Set forth on Schedule 2.16(a)(i) is a true, complete and correct list of all Company Intellectual Property, and accurately identifies which Intellectual Property is owned or used by the Company Group and which Intellectual Property is licensed to the Company Group or MHM.

(b) "Company Intellectual Property" means all Intellectual Property (other than commercial "shrink wrap" software and "shrink wrap" software licenses) owned, purported to be owned, or used by the Company Group or MHM. The Company Group has the valid and continuing right to use all Company Intellectual Property in the Business without infringing on or otherwise acting adversely to the Intellectual Property rights of any Person, and the Company Group is not obligated to pay any royalty or other consideration to any Person in connection with the use of any Company Intellectual Property. The trademarks registrations and applications listed on Schedule 2.16(b) are (i) the only Company Intellectual Property owned or purported to be owned by the Company Group that is registered with the U.S. Patent and Trademark Office, U.S. Copyright Office, or any similar office or agency anywhere in the world; (ii) registered in one Company Group entity' s name; (iii) currently in compliance with formal legal requirements, including maintenance fees and renewal applications, and; (iv) to the Knowledge of the Company Group, valid and enforceable. Except as set forth on Schedule 2.16(b), all Company Intellectual Property owned or purported to be owned by the Company Group was developed exclusively by or on behalf of the Company Group and is owned exclusively by the Company Group free and clear of any and all Liens, other than Permitted Exceptions. Except as set forth on Schedule 2.16(b), the Company Group does not jointly own any Company Intellectual Property with any third parties. The Company Group has taken commercially reasonable steps to protect its rights in trade secrets and confidential information included in the Company Intellectual Property. All present and former employees and consultants of the Company Group who have contributed to or participated in the conception or development of any Company Intellectual Property owned or purported to be owned by the Company Group have executed instruments of assignment of rights in favor of the Company Group as assignee that vest the ownership of such Company Intellectual Property in the Company Group.

(c) There is no outstanding written complaint, claim, demand, charge, notice, controversy, legal or equitable action or other proceeding alleging that the Company Group or MHM has infringed on, misappropriated or otherwise acted adversely to the Intellectual Property rights of any Person in connection with Company Group' s or MHM' s ownership or use of Company Intellectual Property, or pertaining to the Company Group' s or MHM' s ownership or use of the Company Intellectual Property. Neither the operation of the Business, nor any activity by the Company Group or MHM in the conduct of the Business infringes or misappropriates (or in the past infringed on or misappropriated) any Intellectual Property of any other Person. To the Knowledge of the Company Group, no other Person is infringing or misappropriating the rights of the Company Group in any Company Intellectual Property.

(d) Each of the licenses granted to the Company Group relating to or under Company Intellectual Property and identified as a Material Contract hereunder is in full force and effect and is the legal, valid and binding obligation of the Company Group, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization and similar applicable Laws affecting creditors generally and

by the availability of equitable remedies. The Company Group is not in default under any license included in the Material Contracts, nor to the Company Group' s Knowledge is any other party to any such license in default thereunder, and no event has occurred that with or without notice or lapse of time, or both, would constitute a default thereunder. No party to any such license has exercised any termination rights with respect thereto and there are no disputes regarding the scope or performance of any such agreement. None of the execution, delivery or effectiveness of this Agreement or the performance of the Company Group' s obligations under this Agreement will cause the forfeiture or termination of, or give rise to a right of forfeiture or termination of, any right or ability of the Company Group to use any of the Company Intellectual Property.

2.17 Accounts and Notes Receivable and Payable.

(a) A true, correct and complete list of the accounts receivable, notes receivable and other receivables of the Business, showing the breakdown and aging thereof as of December 31, 2019, and as of July 31, 2020, is included in Schedule 2.17(a). All of the accounts receivable of the Company Group (i) represent sales actually made in the ordinary course of business, (ii) constitute valid and enforceable undisputed claims, and (iii) are not, by their terms, subject to defenses, set-offs or counterclaims. All accounts receivable of the Company Group arose in bona fide arm' s length transactions in the ordinary course of business and with Persons who are not Affiliates of the Company Group. There is no pending contest or dispute with respect to the amount or validity of any amount of such account receivables. None of the accounts or the notes receivable of the Business represent obligations for goods sold on consignment or on approval. Except as set forth on Schedule 2.17(a), no portion of the accounts receivable, notes receivable or other receivables of the Business have been pledged or assigned to any Person.

(b) A true, correct and complete list of the accounts payable, notes payable and other payables of the Business, showing the breakdown thereof as of December 31, 2019, and as of July 31, 2020 is included in Schedule 2.17(b). All accounts payable, notes payable and other payables of the Business have arisen from bona fide arm' s length transactions in the ordinary course of business, consistent with past practice and with Persons who are not Affiliates of the Company Group, have been paid or are scheduled to be paid in the ordinary course of business consistent with past practices of the Company Group and no such account payable or note payable is materially delinquent in its payment. A true, correct and complete list of all trade accounts payable and accrued expenses of the Company Group that have accrued in the ordinary course of business is set forth on Schedule 2.17(b).

2.18 Inventory. Except as set forth on Schedule 2.18, all inventory (including all raw materials, supplies, finished goods, goods held for consumption and goods held for sale) of the Company Group, whether or not reflected in the Financial Statements, (a) was acquired and has been maintained in the ordinary course of business; and (b) is located at the Leased Real Property or in off-site storage.

2.19 Taxes.

(a) Except as set forth on Schedule 2.19(a), each of the Company, HSW and MHM has duly and timely filed, within the time period for filing or any extension granted with respect thereto, all Tax Returns that such entity was required to file under applicable Laws. All such Tax Returns were correct and complete in all respects and were prepared in compliance with all applicable Laws. All Taxes due and owing by each of the Company, HSW and MHM (whether or not shown on any Tax Return as due) have been paid.

(b) No Tax audits or administrative or judicial Tax proceedings are pending, being conducted or, to the Knowledge of the Company or the Sellers, threatened with regard to any Tax or Tax Returns of or with respect to any of the Company, HSW and MHM. None of the Company, HSW or MHM has received from any Governmental Body (including jurisdictions where the Company, HSW or MHM, as applicable, has not filed Tax Returns) any written: (i) notice indicating an intent to open an audit, investigation or other review, (ii) request for information related to Tax matters, or (iii) notice of deficiency, underpayment or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any Governmental Body against the Company, HSW or MHM. All deficiencies asserted or assessments made as a result of any audit, assessment, claim, examination, investigation or other inquiry relating to Taxes by any Governmental Body have been fully paid.

(c) There are no Liens on any assets or properties of the Company, HSW or MHM attributable to Taxes other than Liens for Taxes that are not yet due and payable.

(d) None of the Company, HSW or MHM is or has 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)(2)), and all transactions for which the Company, HSW or MHM could otherwise be liable for penalty under Code Section 6662 have been disclosed to the IRS.

(e) Schedule 2.19(e) lists all jurisdictions (whether foreign or domestic) in which the Company, HSW or MHM has filed any Tax Returns since January 1, 2016. No written claim has ever been made by any Taxing Authority in a jurisdiction where the Company, HSW or MHM does not file Tax Returns that the Company, HSW or MHM, as applicable, is or may be subject to Tax in that jurisdiction. Each of the Company, HSW or MHM is subject to Tax only in its country of formation and political subdivisions thereof.

(f) None of the Company, HSW or MHM is the beneficiary of any extension of time within which to file any Tax Return, make any elections, designations or similar filings relating to Taxes for which it is or may be liable, or pay or remit any Taxes or amounts on account of Taxes for which it is or may be liable. None of the Company, HSW or MHM has extended any statute of limitations or waived any reassessment period with respect to any Taxes for which it may be liable.

(g) Each of the Company, HSW and MHM (i) has withheld from all employees, customers, independent contractors, creditors, members and any other applicable payees

proper and accurate amounts for all taxable periods in compliance with all Tax withholding provisions of applicable federal, state, local and non-U.S. Laws, (ii) has remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Body, and (iii) has complied (and until the Closing will comply) with all applicable Laws relating to the payment, reporting and withholding of Taxes.

(h) Each of the Company, HSW and MHM has properly collected and remitted sales, value added and similar Taxes with respect to sales made or services provided to its customers and have properly received and retained any appropriate Tax exemption certificates or other documentation for all such sales made or services provided without charging or remitting sales, value added or similar Taxes that qualify as exempt from sales or similar Taxes.

(i) None of the Company, HSW, MHM, Buyer or any Subsidiary or Affiliate thereof will be required to include any item of income in, or exclude any item of deduction from, taxable income for any Taxable Period (or portion thereof) ending after the Closing Date as a result of: (i) any change in method of accounting for a Taxable Period (or portion thereof) ending on or prior to the Closing Date, including, without limitation, through the application of Section 481 or Section 263A of the Code (or corresponding provisions of state or foreign Tax laws) to transactions, events or accounting methods employed prior to the Closing (except as set forth on Schedule 2.19(i)), (ii) any use of an improper method of accounting for a Taxable Period (or portion thereof) ending on or prior to the Closing Date, (iii) any "closing agreement," as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed on or prior to the Closing Date, (iv) any "intercompany transaction" or any "excess loss account" (within the meaning of Treasury Regulations Sections 1.1502-13 and 1.1502-19, respectively), or any corresponding or similar provision or administrative rule of federal, state, local or non-U.S. income Tax law, (v) any installment sale or open transaction made on or prior to the Closing Date, (vi) any prepaid amount or any other income eligible for deferral under the Code or Treasury Regulations promulgated thereunder (including, without limitation, pursuant to Sections 451, 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, (vii) an election under Section 108(i) of the Code made effective on or prior to the Closing Date, (viii) an election under Section 965 of the Code, (ix) the application of Section 952(c)(2) of the Code, (x) the application of Sections 951 or 951A of the Code with respect to income earned or recognized or payments received prior to the Closing or (xi) any similar election, action, or agreement that would have the effect of deferring any liability for Taxes of any of the Company, HSW or MHM for any Pre-Closing Tax Period.

(j) None of the Company, HSW or MHM has or will be required to include any amount into income under Section 965 of the Code.

(k) None of the Company, HSW or MHM is a party to, or bound by, any Tax indemnity, Tax-sharing, Tax allocation agreement, or any similar agreement or arrangement, and the Company, HSW and MHM do not have any other obligation to pay any Tax on behalf of any other Person or indemnify or reimburse any other Person for any Tax (in each case other than the Tax of the Company, HSW or MHM, respectively).

(l) None of the Company, HSW or MHM has deferred any Taxes under IRS Notice 2020-65 (or any similar state or local Tax Law).

(m) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any Tax authority with respect to any of the Company, HSW or MHM, and no power of attorney with respect to Taxes is currently in effect with respect to any of the Company, HSW or MHM.

(n) Each of the Company, HSW and MHM has made available to Buyer true, correct and complete copies of their income Tax Returns and all other material Tax Returns for the applicable period requested by Buyer.

(o) None of the Company, HSW or MHM has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code Sections 355 or 361.

(p) The Company has been an accrual method taxpayer since 2018. HSW has been an accrual method taxpayer since its inception. MHM has been an accrual method taxpayer since its inception.

(q) Other than the Company' s 50% ownership interest in MHM, none of the Company, HSW or MHM owns, or except as set forth on Schedule 2.19(q), has ever owned, any equity interest in any partnership, joint venture, limited liability company, disregarded entity, or other flow-through entity.

(r) None of the Company or HSW is a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code and MHM would not be a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code if MHM were a C corporation. Except as set forth on Schedule 2.19(r), none of the assets of the Company, HSW or MHM is a United States Real Property Interest within the meaning of Section 897(c)(1) of the Code.

(s) None of the Company, HSW or MHM has ever been a member of an affiliated group (within the meaning of Code Section 1504(a)) filing a consolidated federal income Tax Return or has any Liability for the Taxes of any Person under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local, or foreign Law), as a transferee or successor, by contract, or otherwise.

(t) The Company was taxed as an S corporation from inception until July 31, 2019, and it has been taxed as a C corporation since August 1, 2019 for U.S. federal income Tax purposes and does not have any tax status inconsistent therewith under the Laws of any state, local or non-U.S. jurisdiction in which it is required to file any Tax Return. HSW is (and always has been) taxed as a C corporation for U.S. federal income Tax purposes and does not have any tax status inconsistent therewith under the Laws of any state, local or non-U.S. jurisdiction in which it is required to file any Tax Return. HSW has not filed

an election under Treasury Regulations Section 301.7701-3(c). For U.S. federal, and applicable state and local, income tax purposes, HSW is treated as a separate entity from the Company and not as a "subsidiary" of the Company. HSW has no Subsidiaries nor holds an equity interest in any other Person. MHM is and always has been taxed as a partnership for U.S. federal income Tax purposes and does not have any tax status inconsistent therewith under the Laws of any state, local or non-U.S. jurisdiction in which it is required to file any Tax Return. MHM has not filed an election under Treasury Regulations Section 301.7701-3(c). MHM has no Subsidiaries nor holds an equity interest in any other Person.

(u) Each of the Company, HSW and MHM has maintained in all material respects all necessary documentation in connection with related-party transactions in accordance with Sections 482 and 6662 of the Code and the Treasury Regulations promulgated thereunder and any similar provision of state, local or foreign Law.

(v) None of the Company, HSW or MHM (i) is, or has ever been, formed, organized, a resident of or operated in a jurisdiction other than the United States or a State thereof, (ii) has ever held any equity interest in any Person that was formed, organized, resident of, or operated in a jurisdiction other than the United States or a State thereof, or (iii) owns, or has ever owned, an interest in any controlled foreign corporation (as defined in section 957 of the Code) or passive foreign investment company (as defined in section 1297 of the Code).

(w) None of the Company, HSW or MHM is (i) subject to income Tax in any country other than the United States by virtue of the Company, HSW or MHM, as applicable, having a permanent establishment or other place of business in that country, or (ii) resident for any Tax purpose in any jurisdiction other than the jurisdiction of its incorporation or formation.

(x) Each of the Company, HSW and MHM has filed all material reports and have created and/or retained all material records required under Sections 6038, 6038B, 6038C, 6046 and 6046A of the Code.

(y) Except as set forth on Schedule 2.19(a), none of the Company or HSW has any net operating losses or other Tax attributes presently subject to limitation under Sections 382, 383 or 384 of the Code, or the federal consolidated return regulations or comparable provisions of foreign state or local applicable Law, other than limitations imposed as a result of the transactions contemplated by this Agreement.

2.20 Insurance. The Company Group has insurance policies in full force and effect that are in such amounts, with such deductibles and against such risks and losses, as are commercially reasonable for the Business as operated by the Company Group and as required by applicable Law. Set forth on Schedule 2.20 is a list of all insurance policies held by the Company Group and applicable to the Business, including policy number, coverage type and amount insured. All of such insurance policies have been made available to Buyer, and will, except as required by Section 6.3(b), continue in full force and effect with respect to the properties, assets, employees and operations of the Company Group immediately following the Closing. The Company Group is not in default with respect to its payment obligations under any of such insurance policies.

2.21 Employee Benefits.

(a) Schedule 2.21 contains a true, correct and complete list of all Plans. With respect to each Plan, the Company has made available to Buyer true, correct and complete copies of (a) a current summary plan description and all current summaries of material modifications and (b) to the extent there is no summary plan description, a written summary.

(b) Each 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 and, to the Company' s Knowledge, no event or omission has occurred that would cause any Plan to lose such qualification.

(c) (i) Each Plan is and has been operated in material compliance with applicable Law, including ERISA and the Code, and has been administered in all material respects in accordance. (ii) No litigation or governmental administrative proceeding, audit or other proceeding (other than those relating to routine claims for benefits) is pending or, to the Company' s Knowledge, threatened with respect to any Plan or any fiduciary or service provider thereof. (iii) To the Company' s Knowledge, no event has occurred and no condition exists with respect to any employee benefit plan or arrangement currently or previously maintained or contributed to by the Company that would reasonably be expected to subject Buyer or any of its Affiliates or employees, directly or indirectly (through an indemnification agreement or otherwise), to Liability. (iv) The Company has no obligations to provide health or death benefits or any other health benefits to or in respect of any employees or members of the Company after their employment is terminated, or any former employees or members of the Company, except as specifically required by the continuation requirements of Part 6 of Title I of ERISA, and the Company has never promised to provide such post-termination benefits. (v) All payments and/or contributions required to have been made with respect to all Plans either have been made or have been accrued in accordance with the terms of the applicable Plan and applicable Law. (vi) The Plans satisfy in all material respects the minimum coverage and discrimination requirements under the Code.

(d) No Plan is a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) for which the Company could incur liability under Section 4063 or 4064 of ERISA or a plan maintained by more than one employer as described in Section 413(c) of the Code.

(e) Neither the Company nor any ERISA Affiliate has ever maintained, contributed to, or been required to contribute to (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) any employee pension or welfare benefit plan to which more than one unaffiliated employer

contributed and which is maintained pursuant to one or more collective bargaining agreements, (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 the Company nor any ERISA Affiliate has ever incurred any liability under Title IV of ERISA that has not been paid in full.

(f) There are no pending or, to the Company' s Knowledge, threatened claims by or on behalf of any the Plans, by any person covered thereby (other than ordinary claims for benefits submitted by participants or beneficiaries) or any Governmental Body, and the Company has no obligation under any Plan, or any obligation that would reasonably be expected to result in a Lien attaching to the assets of the Business, other than Permitted Exceptions, including any obligations of the Company relating to: (x) any transactions in violation of Sections 406(a) or (b) of ERISA or Section 4975 of the Code with respect to any Plan for which no exemption exists under Section 408 of ERISA or Sections 4975(c) or (d) of the Code, or that would result in a civil penalty being imposed under subsections (i) or (I) of Section 502 of ERISA; (y) any coverage under or failure to comply with COBRA.

(g) Schedule 2.21 sets forth a true, correct and complete list of all current and former employees of the Company, including each person employed by the Company within the thirty-six (36) month period immediately preceding the date of this Agreement, who: (i) as of the date of this Agreement, is receiving health care continuation coverage under Section 4980B of the Code; (ii) is eligible, as of the date of this Agreement, to receive health care continuation coverage under Section 4980B of the Code but elected not to receive such coverage; or (iii) will be eligible to elect health care continuation coverage under Section 4980B of the Code in connection with the sale (as such phrase is described in Treasury Regulations Section 54.4980B-9, Q&A-8) contemplated by this Agreement.

(h) The Company has operated and maintained in all material respects each Plan with respect to the Company that constitutes in any part a "non-qualified deferred compensation plan" as such term is defined in Section 409A(d)(1) of the Code) in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder.

(i) (i) Each Plan may be amended, terminated, or otherwise modified by the 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 Plan has failed to effectively reserve the right of the Company or the ERISA Affiliate to so amend, terminate or otherwise modify such Plan; (ii) neither the Company nor, to the Company' s Knowledge, any of its ERISA Affiliates, has announced its intention to modify or terminate any Plan or adopt any arrangement or program which, once established, would come within the definition of a Plan; (iii) each asset held under each Plan (solely to the extent a Plan of the Company) may be liquidated or terminated without the imposition of any redemption fee, surrender charge or comparable liability other than ordinary administrative expenses; and (iv) except as set forth on Schedule 2.21, no Plan (solely to the extent a Plan of the Company) provides health or disability benefits that are not fully insured through an insurance contract.

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

(k) Other than vesting under the Company' s 401(k) plan (if applicable), neither the execution and delivery of this Agreement, the Sellers' 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; (ii) subject to Section 5.8, 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); or (iii) result in a requirement to pay any tax "gross-up" or similar "make-whole" payments.

2.22 Environmental Matters. The Company Group has operated the Business at all times using commercially reasonable methods and practices to maintain the Company Group and MHM in material compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining in good standing and complying with all Environmental Permits, and no action or proceeding is pending or, to the Knowledge of the Company, threatened to revoke, modify or terminate any such Environmental Permit, and no facts, circumstances or conditions currently exist that would reasonably be expected to adversely affect such continued compliance with Environmental Laws and Environmental Permits or require capital expenditures to achieve or maintain such continued compliance with Environmental Laws and Environmental Permits. The Company Group is not the subject of any outstanding written Order or Contract with any Governmental Body or Person with respect to Environmental Laws, Hazardous Materials or any Release or threatened Release of a Hazardous Material, and the Company Group has not received any request for information, report or notification alleging any violation of Environmental Laws or any Environmental Liabilities of the Company Group or the Business. The Company Group has not treated, recycled, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or Released any substance, including Hazardous Materials, in a manner that has given or would reasonably be expected to give rise to Environmental Liabilities. There has been no Release by the Company Group or MHM or, to the Company' s Knowledge, any threatened Release of any Hazardous Materials on, at, under, to or about (a) any property currently owned, operated or leased by the Company Group or any property formerly owned, operated or leased by the Company Group, in each case, during the time of such ownership, operation or lease, or (b) any location where Hazardous Materials from the operations or activities of the Company Group have come to be located. There are no pending or, to the Company' s Knowledge, threatened investigations of the Company Group or MHM, it' s or their operations or any currently or formerly owned, operated or leased property that would reasonably be expected to lead to the imposition of Liabilities or Liens under Environmental Law, other than Permitted Exceptions. The Company Group has made available to Buyer all reports and related documents from environmental audits, studies, investigations and assessments relating to environmental conditions at any facilities or real property ever owned, operated or leased by the Company Group or the Business or any Environmental Liability of the Company Group or the Business.

2.23 Related Party Transactions. Except as set forth on Schedule 2.23 (each, a "Related Party Transaction"), no Seller, officer, equity holder, Affiliate, manager or director of the Company Group or MHM, nor any family member of any such person, (a) is, directly or indirectly through any Affiliate, currently a party to any contract or arrangement with the Company Group or MHM (other than pursuant to ordinary and customary terms of employment) or has any interest in any property, real or personal or mixed, tangible or intangible, used in or pertaining to the business of the Company Group or MHM; (b) has any claim or cause of action against the Company Group or MHM; (c) owes any money to the Company Group or MHM or is owed money from the Company Group (other than for accrued but unpaid salary and vacation, and benefits and expense reimbursements in the ordinary course of business with respect to Related Parties that are natural persons); (d) has any interest in any material customer, vendor, supplier, financing source or other counterparty of the Company Group or MHM; or (e) is a party to any Contract with the Company Group or MHM, except for the Governing Documents of the Company Group or MHM. All Related Party Transactions are conducted on terms and conditions that approximate those terms and conditions had such arrangements been negotiated on an arm' s length basis.

2.24 Financial Advisors. Except for set forth on Schedule 2.24, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company Group, MHM or the Sellers in connection with the transactions contemplated by this Agreement based upon any arrangement made by or on behalf of the Company Group, MHM and Sellers and the Company Group, MHM are not committed to any liability for any brokers' or finders' fees or any similar fees or commissions in connection with the transaction contemplated hereby.

2.25 Certain Payments. None of the Company Group, MHM, Seller, equityholder, director, officer, employee, member or other Person associated with or acting on behalf of any of them, has, directly or indirectly, in violation of any anti-bribery Law: (a) made any contribution, gift, bribe, rebate, payoff, influence payment, or kickback to any Person, private or public, regardless of form, whether in money, property or services (i) to obtain favorable treatment in securing business for the Company Group, (ii) to pay for favorable treatment for business secured by the Company Group, or (iii) to obtain special concessions or for special concessions already obtained for or in respect of the Company Group; or (b) established or maintained any fund or asset with respect to the Company Group that has not been recorded in the books and records of the Company Group.

2.26 No Other Representations and Warranties. Buyer acknowledges and agrees that the representations and warranties regarding the Company Group contained in this ARTICLE 2 or ARTICLE 3 or in any Company Document or certificate delivered by the Company pursuant to this Agreement constitute the sole and exclusive representations and warranties to Buyer regarding the Company Group, MHM and the Business in connection with this Agreement and the transactions contemplated hereby. BUYER ACKNOWLEDGES AND AGREES THAT THE COMPANY GROUP DISCLAIMS ALL WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN ARTICLE 2 AND ARTICLE 3 AND IN ANY COMPANY DOCUMENT AND CERTIFICATE DELIVERED BY THE COMPANY GROUP PURSUANT TO THIS AGREEMENT AS TO THE COMPANY GROUP, MHM, AND THEIR RESPECTIVE BUSINESSES, ASSETS, LIABILITIES, CONDITIONS (FINANCIAL OR OTHERWISE), RESULTS OF OPERATION, AND PROSPECTS, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE COMPANY GROUP AND MHM FURNISHED OR MADE AVAILABLE TO BUYER AND ITS REPRESENTATIVES (INCLUDING ANY INFORMATION, DOCUMENTS, OR MATERIAL MADE AVAILABLE TO BUYER IN THE ELECTRONIC DATA ROOM, MANAGEMENT PRESENTATIONS, OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED HEREBY) OR AS TO THE FUTURE REVENUE, PROFITABILITY, OR SUCCESS OF THE COMPANY GROUP, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

As a material inducement to Buyer to execute and perform its obligations under this Agreement, each Seller, severally and not jointly, hereby represents and warrants to Buyer with respect to herself, himself or itself, as of the date hereof and as of the Closing Date, as follows:

3.1 Residence; Organization. Schedule 3.1 sets out each of the Seller' s status as an individual or organization and that Seller' s state of residence or state of organization. Each Seller that is an entity is duly incorporated or formed, validly existing and in good standing under the laws of state where it was incorporated or formed and has all powers required to carry on its business as now conducted.

3.2 Authority. Each Seller has all requisite power, authority and, with respect to individual Sellers, legal capacity to consummate the transactions contemplated hereby and execute, deliver and perform under this Agreement and the other agreements, certificates and instruments to be executed by such Seller in connection with or pursuant to this Agreement (collectively, the "Seller Documents") and no other proceedings on the part of each Seller are necessary therefor. The execution, delivery and performance by each Seller of this Agreement and each Seller Document to which such Seller is a party has been duly authorized by all necessary action on the part of such Seller and, upon execution and delivery at the Closing by all parties thereto, this Agreement and each of the other Seller Documents to which such Seller is a party will be legal, valid and binding agreements of such Seller, enforceable against such Seller in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization and similar applicable Laws affecting creditors generally and by the availability of equitable remedies.

3.3 Title to Purchased Stock. Each Seller owns good, valid and marketable title to the Purchased Stock set forth as owned by such Seller on Annex I hereto, free and clear of all Liens, claims and encumbrances of any person or entity whatsoever (other than Liens under the Securities Act and state securities Laws). The Purchased Stock, together with the Rollover Interests, constitute all of the issued and outstanding equity interests of the Company. None of the Sellers is a party to any option, warrant, purchase right, or other contract that would require such Seller to sell, transfer, or otherwise dispose of such Purchased Stock, other than this Agreement. Upon Buyer' s payment of the Purchase Price in accordance with Section 1.2, Buyer will own good and valid title to the Purchased Stock, free and clear of all Liens (other than Liens under the Securities Act and state securities Laws).

3.4 No Violation; Consents. Except as set forth on Schedule 3.4, no consent, waiver, approval, Order, Permit or authorization of, or registration, qualification, designation, declaration, filing or waiting period with, or notification to, any Person or Governmental Body is required on the part of such Seller in connection with the execution and delivery by such Seller of this Agreement or the Seller Documents, the compliance by such Seller with any of the provisions hereof and thereof, the consummation of the transactions contemplated hereby and thereby or the taking by such Seller of any other action contemplated hereby or thereby. The execution, delivery and performance by each Seller of this Agreement and the other Seller Documents to which such Seller is a party and the consummation by such Seller of the transactions contemplated hereby and thereby do not and will not conflict with or violate or result in a breach or default under (whether after giving of notice, lapse of time or both) (i) any provision of the Governing Documents of such Seller, (ii) subject to the applicable requirements of the HSR Act, any provision of any applicable Law, or (iii) any contract to which such Seller or its assets are bound, where in each case such conflict or violation would reasonably be expected to have an adverse effect on such Seller' s ability to consummate the transactions contemplated hereby.

3.5 Legal Proceedings. There are no pending or, to the Knowledge of each Seller, threatened Legal Proceedings against such Seller that seek to enjoin or prohibit, or that would reasonably be expected to hinder, delay or impair, such Seller' s performance of its obligations under this Agreement and any other Seller Documents. To the Knowledge of each Seller, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that would reasonably be expected to, give rise to or serve as the basis for the commencement of any such Legal Proceeding.

3.6 Brokers. No Seller nor any Person or entity acting on its behalf has agreed to pay any commission, finder' s fee or similar payment in connection with this Agreement or any matter related hereto to any broker, agent, investment banker or any other entity or Person.

3.7 No Other Representations and Warranties. The representations and warranties of each of the Sellers contained in this ARTICLE 3 or in any Seller Document or certificate delivered by such Seller pursuant to this Agreement constitute the sole and exclusive representations and warranties of such Seller to Buyer regarding such Seller in connection with this Agreement and the transactions contemplated hereby. BUYER ACKNOWLEDGES AND AGREES THAT EACH SELLER DISCLAIMS ALL WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT, ANY SELLER DOCUMENT AND ANY CERTIFICATE DELIVERED BY SUCH SELLER PURSUANT TO THIS AGREEMENT AS TO SELLER AND HIS, HER OR ITS BUSINESS, ASSETS, LIABILITIES, CONDITIONS (FINANCIAL OR OTHERWISE), RESULTS OF OPERATION, AND PROSPECTS, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING SUCH SELLER FURNISHED OR MADE AVAILABLE TO BUYER AND ITS REPRESENTATIVES (INCLUDING ANY INFORMATION, DOCUMENTS, OR MATERIAL MADE AVAILABLE TO BUYER IN THE ELECTRONIC DATA ROOM, MANAGEMENT PRESENTATIONS, OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED HEREBY) OR AS TO THE FUTURE REVENUE, PROFITABILITY, OR SUCCESS OF THE COMPANY, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER AND PARENT

As a material inducement to Sellers to execute and perform their obligations under this Agreement, Buyer and Parent, jointly and severally, hereby represent and warrant to Sellers, as of the date hereof and as of the Closing Date, as follows:

4.1 Organization. Each of Buyer and Parent is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

4.2 Authority. Each of Buyer and Parent has all requisite power, authority and capacity to execute, deliver and perform under this Agreement and the other agreements, certificates and instruments to be executed by Buyer and Parent, respectively in connection with or pursuant to this Agreement (collectively, the "Buyer Documents"). The execution, delivery and performance by Buyer and Parent of this Agreement and each Buyer Document to which it is a party has been duly authorized by all necessary action on the part of Buyer and Parent and, upon execution and delivery at the Closing by all parties thereto, this Agreement and each of the other Buyer Documents will be legal, valid and binding agreements of Buyer and Parent enforceable against Buyer and Parent in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization and similar applicable Laws affecting creditors generally and by the availability of equitable remedies.

4.3 No Violation/No Conflicts.

(a) The execution, delivery and performance of this Agreement and Buyer Documents by Buyer and Parent, as applicable, will not conflict with or violate any Governing Document of Buyer or Parent, or conflict with, violate or result in a breach or default under any Order, Law or material Contract to which Buyer or Parent is a party or by which Buyer or Parent is bound that will materially and adversely affect Buyer' s or Parent' s ability to close the transactions contemplated by this Agreement.

(b) Except as set forth on Schedule 4.3(b) and for such filings as may be required under the HSR Act, no filing or registration with, or Permit, authorization, consent or approval of, any Governmental Body or other Person is necessary to be obtained or made by Buyer or Parent in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for such filings, registrations, Permits, authorizations, consents or approvals that have been obtained or will be obtained on or before the Closing Date.

4.4 Brokers. None of Buyer, Parent, or any person or entity acting on their behalf has agreed to pay any commission, finder' s fee or similar payment in connection with this Agreement or any matter related hereto to any broker, agent, investment banker or any other entity or Person.

4.5 Legal Proceedings. There are no pending or, to the Knowledge of Buyer, threatened Legal Proceedings against Buyer or Parent that seek to enjoin or prohibit, or that would reasonably

be expected to hinder, delay or impair, Buyer' s or Parent' s performance of its obligations under this Agreement and any Buyer Documents. To the Knowledge of Buyer, no event has occurred, and no claim, dispute or other condition or circumstance exists, that will, or that would reasonably be expected to, give rise to or serve as the basis for the commencement of any such Legal Proceeding.

4.6 Purchase for Investment. Buyer is acquiring the Purchased Stock for its own account for investment purposes and not with a view to, or for sale in connection with, any distribution of the Purchased Stock. Each of Buyer and Parent has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Stock and has had an adequate opportunity to conduct an investigation of Sellers, the Company, and the Business. Buyer is an "accredited investor" as defined in Rule 501 under the Securities Act of 1933, as amended (the "Securities Act"). Buyer acknowledges that the Purchased Stock has not been registered under the Securities Act, as amended, or qualified under applicable state securities Laws in reliance on exemptions therefrom and that the Purchased Stock may not be sold, transferred, offered for sale, assigned, pledged, hypothecated, or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation, or other disposition is pursuant to the terms of an effective registration statement, and the Purchased Stock are registered under the Securities Act or other applicable securities Laws.

4.7 Ability to Pay and Perform. As of the Closing Date, Buyer will have immediately available funds on hand in an amount sufficient to (a) pay the Purchase Price, and (b) perform all of its obligations pursuant to, and to consummate the transactions contemplated by, this Agreement and each of the Buyer Documents.

4.8 Solvency. Assuming that (x) the Company Group is solvent immediately prior to the Closing and (y) the condition set forth in Section 1.6(a) shall have been satisfied at the Closing, immediately after giving effect to the transactions contemplated hereby, each of Buyer and Parent shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer, Parent, or any Seller. In connection with the transactions contemplated hereby, neither Buyer nor Parent has incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

4.9 Independent Investigation. Each of Buyer and Parent has conducted its own independent investigation, review, and analysis of the Company, HSW, the Business, results of operations, prospects, condition (financial or otherwise) or assets of the Company and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company, HSW, and the Business for such purpose. Each of Buyer and Parent acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, it has relied solely upon its own investigation of the documents and data provided by the Company and the express representations and warranties of Company set forth in ARTICLE 2 of this Agreement, the Company Documents and any certificate delivered by the Company pursuant to

this Agreement, and the Sellers set forth in ARTICLE 3 of this Agreement, the Seller Documents and any certificate delivered by Sellers pursuant to this Agreement (including, with respect to each, the related portions of the schedules); (b) none of Sellers, the Company, or any other Person has made any representation or warranty as to Sellers, the Company, HSW, the Business, or this Agreement, except as expressly set forth in ARTICLE 2 and ARTICLE 3 of this Agreement (including the related portions of the schedules), the Company Documents, the Seller Documents, and any certificate delivered by the Company or Sellers pursuant to this Agreement; and (c) none of Sellers, the Company, HSW, or any other Person acting on behalf of Sellers or the Company shall have any liability to Buyer or any other Person with respect to any projections, forecasts, estimates, plans or budgets of future revenue, expenses or expenditures, future results of operations, future cash flows or the future condition (financial or otherwise) of the Company or the Business or the future business, operations, or affairs of the Company or the Business.

4.10 No Other Representations and Warranties. The representations and warranties of Buyer and Parent contained in this ARTICLE 4, the Buyer Documents and any certificate delivered by Buyer pursuant to this Agreement constitute the sole and exclusive representations and warranties of Buyer and Parent to the Sellers regarding Buyer and Parent in connection with this Agreement and the transactions contemplated hereby. THE SELLERS ACKNOWLEDGE AND AGREE THAT THE BUYER AND PARENT DISCLAIMS ALL WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT, THE BUYER DOCUMENTS AND ANY CERTIFICATE DELIVERED BY BUYER OR PARENT PURSUANT TO THIS AGREEMENT AS TO BUYER, PARENT, AND THEIR RESPECTIVE BUSINESS, ASSETS, LIABILITIES, CONDITIONS (FINANCIAL OR OTHERWISE), RESULTS OF OPERATION, AND PROSPECTS, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING BUYER OR PARENT FURNISHED OR MADE AVAILABLE TO THE SELLERS AND THEIR REPRESENTATIVES (INCLUDING ANY INFORMATION, DOCUMENTS, OR MATERIAL MADE AVAILABLE TO THE SELLERS IN THE ELECTRONIC DATA ROOM, MANAGEMENT PRESENTATIONS, OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED HEREBY) OR AS TO THE FUTURE REVENUE, PROFITABILITY, OR SUCCESS OF THE COMPANY, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE 5
COMPANY AND THE SELLERS' COVENANTS AND AGREEMENTS

The Sellers and Company Group shall comply with the following covenants:

5.1 Conduct of the Business.

(a) From the date hereof until the earlier of the Closing Date or the termination of this Agreement pursuant to Section 8.1, except as otherwise provided for by this Agreement (including the disclosure schedules) or consented to in writing by the Buyer (which consent will not be unreasonably withheld, conditioned, or delayed), the Company Group will, and the Sellers shall use their commercially reasonable efforts to cause (to the

extent permitted by Law) the Company Group to, conduct the Business and the business of HSW in the ordinary course of business consistent with past practice, including, without limitation, using commercially reasonable efforts to (i) keep and maintain their assets in working condition and repair, normal wear and tear excepted, (ii) maintain the Business organization substantially intact, and (iii) preserve the goodwill of the regulators, customers, suppliers, contractors, licensors, employees, and others having business relations with the Company Group; provided that, the foregoing notwithstanding, the Company Group may use all available cash to pay any Seller Transaction Expenses or Indebtedness prior to the Closing.

(b) From the date hereof until the earlier of the Closing Date or termination of this Agreement pursuant to Section 8.1, except as reasonably necessary to comply with applicable Law, as otherwise provided for by this Agreement, including without limitation as set forth on Schedule 5.1(b), or as consented to in writing by the Buyer (which consent will not be unreasonably or arbitrarily withheld, conditioned, or delayed), the Company Group will not and the Sellers will cause the Company Group not to, take any action which would be required to be disclosed on Schedule 2.8 pursuant to Section 2.8.

(c) From the date hereof through the Closing Date, the Company Group shall not apply for or accept any funds pursuant to programs administered under the CARES Act (including the Paycheck Protection Program), or, except as set forth on Schedule 5.1(c), defer the payment of employment-related taxes under such programs, in each case without the prior written consent of Buyer.

5.2 Conditions. The Sellers and the Company Group will use commercially reasonable efforts to cause the conditions set forth in Section 1.6 to be satisfied as soon as practicable following the date hereof and consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction of the conditions set forth in Section 1.6 (other than those to be satisfied at the Closing).

5.3 Exclusive Dealing. From the date of this Agreement through the Closing Date or the earlier termination of this Agreement pursuant to Section 8.1, the Company Group and the Sellers will not, and shall use their commercially reasonable efforts to cause each of their respective Affiliates and their respective Representatives (including investment bankers) not to, directly or indirectly, or through any Person, take any action to encourage, initiate, solicit, facilitate or engage in discussions or negotiations with, or provide any non-public financial or proprietary information to, or enter into an agreement with, any Person (other than the Buyer, its Affiliates and its authorized Representatives) concerning any purchase of the Company Group' s equity securities or the Business or any merger, sale of substantially all of the assets of the Company Group, or similar transactions involving the Company Group or the Business (any of the foregoing transactions, (an "Acquisition Proposal"). The Company and the Sellers will, as of the date hereof, cease or cause to be terminated any existing activities or discussions with any Person (other than Buyer and its Affiliates) with respect to any Acquisition Proposal. If any of Sellers' or the Company Group' s Representatives, in their capacity as such, take any action that the Sellers or the Company Group are obligated pursuant to this Section 5.3 to cause such Representatives not to take, then the Sellers and the Company Group shall be deemed for all purposes of this Agreement to have breached this Section 5.3.

5.4 Access to Books and Records. From the date hereof until the earlier of the Closing or the date this Agreement is terminated pursuant to Section 8.1, the Company Group shall provide Buyer and its Representatives, at Buyer' s sole cost and expense, with reasonable access during normal business hours, and upon reasonable notice, to the offices, properties, senior personnel, books and records of the Company Group, MHM and the Business as Buyer shall from time to time reasonably request solely for reasonable business purposes relating to the consummation of the transactions contemplated hereby.

5.5 Related Party Contracts. The Sellers shall, and shall cause the Company Group and its respective Affiliates, as applicable, to, take such actions (which shall be reasonably satisfactory to Buyer) as may be necessary such that, as of the Closing, each Contract documenting a Related Party Transaction, other than those set forth on Schedule 5.5, shall be terminated and of no further continued force or effect. The Sellers shall, and shall cause the Company Group to, take such actions (which shall be reasonably satisfactory to Buyer) as are necessary to ensure that all intercompany payables and intercompany receivables between stockholders of the Company Group or MHM, on the one hand, and the Sellers or their Affiliates (other than the Company Group or MHM), on the other hand, are settled at or prior to the Closing.

5.6 Confidentiality. From and after the Closing for a period of three (3) years, each of the Sellers agrees to, and shall take reasonable measures to cause their Representatives and Affiliates to, treat and hold as confidential all of Buyer' s and the Company Group' s and MHM' s trade secrets, processes, patent applications, 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 Buyer, the Company Group and MHM, 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 organizational documents and other corporate records and information of Buyer, the Company Group and MHM (the "Confidential Information") and refrain from using any Confidential Information except in connection with this Agreement, any ancillary agreement and the transactions contemplated hereby and thereby, and deliver promptly to Buyer, at Buyer' s request, all Confidential Information (and all copies thereof in whatever form or medium, other than copies held in archive or back-up systems in accordance with general systems archiving, backup, or document-retention policies) in its possession or under its control. Notwithstanding the foregoing, (i) Confidential Information shall not include information that, at the time of disclosure, is available publicly or by means other than a disclosure in breach of this Agreement or which is independently developed by the Sellers or any of their respective Affiliates, or their respective Representatives without use of or reference to the Confidential Information, and (ii) it is acknowledged and agreed that each Seller may (A) disclose and use the Confidential Information to advance any Seller' s rights under this Agreement or any ancillary agreement and (B) disclose the Confidential Information to such Person' s Representatives, so long as any such Representatives to whom disclosure is made (x) need to know such Confidential Information in connection with any matter related to the transactions contemplated hereby or under any ancillary agreement or any disagreement or dispute relating thereto or to prepare financial statements or prepare and file Tax Returns or other Tax filings, and (y) agree or are bound by obligations to keep all such Confidential Information confidential. In the event that the Sellers or any of their Representatives or Affiliates becomes legally compelled

(including pursuant to any stock exchange listing standard) to disclose any Confidential Information, such Person shall provide Buyer with prompt written notice of such requirement (to the extent legally permitted) so that Buyer may, at its sole cost and expense, seek a protective order or other remedy or waive compliance with the provisions of this Section 5.6. In the event that a protective order or other remedy is not obtained or if Buyer waives compliance with this Section 5.6, such Person shall furnish only that portion of such Confidential Information that is legally required to be provided (including pursuant to any stock exchange listing standard) and exercise its reasonable best efforts to obtain assurances that confidential treatment will be accorded such information.

5.7 [RESERVED].

5.8 Section 280G. As promptly as practicable after the execution of this Agreement, the Company shall solicit the approval by such number of stockholders of the Company as is required by the terms of Section 280G(b)(5)(B) of the Code (in a manner reasonably satisfactory to Buyer) of a written consent in favor of a proposal to render the parachute payment provisions of Section 280G of the Code and the Treasury Regulations thereunder (collectively, "Section 280G") inapplicable to any and all payments and/or benefits provided that might result, separately or in the aggregate, in the payment of any amount and/or the provision of any benefit that would not be deductible by reason of Section 280G or that would be subject to an excise tax under Section 4999 of the Code (together, the "Section 280G Payments"). Any such stockholder approval shall be sought by the Company in a manner which satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of such Treasury Regulations. The Company agrees that: (i) in the absence of such stockholder approval, no Section 280G Payments shall be made; and (ii) promptly after execution of this Agreement, the Company shall deliver to Buyer waivers, in form and substance satisfactory to Buyer, duly executed by each Person who might receive any Section 280G Payment. The form and substance of all stockholder approval documents contemplated by this Section 5.8, including the waivers, shall be subject to the prior review and reasonable approval of Buyer.

5.9 R&W Insurance Policy. Prior to the Closing, the Company Group shall provide to the Buyer such cooperation reasonably requested by the Buyer that is necessary to obtain a buy-side representation and warranty insurance policy issued in the name of the Buyer or any of its Affiliates in connection with this Agreement and the transactions contemplated hereby.

5.10 Dissolution of MHM. Prior to March 31, 2021, Sellers' Representative shall provide evidence, in the form reasonably satisfactory to Buyer, of the dissolution of MHM.

5.11 Group Health Plan. Prior to Closing, the Company and HSW agree to take all reasonable measures to assist Buyer in establishing a new health insurance arrangement for the employees of the Company and HSW, as contemplated in Section 6.9.

ARTICLE 6
BUYER COVENANTS AND AGREEMENTS

The Buyer shall comply with the following covenants:

6.1 Make Records Available. From and after the Closing Date, the Buyer shall make available to the Sellers' Representative and persons acting on behalf of the Sellers' Representative, from time to time as Sellers' Representative may reasonably request, copies of such of the records of the Company as may be reasonably required to enable Sellers to defend against claims related to or arising from ownership of the Purchased Stock or operation of the Business prior to the Closing Date; provided, however, that Sellers' Representative agrees to hold such records in confidence, except to the extent required to defend such claims and to handle such audits, unless (i) readily ascertainable from public or published information or trade sources, (ii) already known or subsequently developed independently by Sellers, (iii) received from a third party not under an obligation to the Buyer to keep such information confidential, or (iv) required by any Law or Order, and to return the same to the Buyer promptly upon the conclusion of its use by Sellers' Representative for the purposes herein specified. The Buyer shall cause the Company Group retain all such records and make them available to Sellers' Representative for a period of six (6) years after the Closing Date, and, following such period, the Buyer will not, and will not permit the Company Group to, destroy, alter or otherwise dispose of any books and records of the Company, or any portions thereof, relating to periods prior to the Closing Date without first giving reasonable prior written notice to Sellers' Representative and offering to surrender to Sellers' Representative such books and records or such portions thereof.

6.2 Confidentiality. The Buyer acknowledges and agrees that the information being provided to it in connection with this Agreement and the consummation of the other transactions contemplated hereby is subject to the terms of a confidentiality and nondisclosure agreement among the Company and Paladina Health, LLC dated February 2020 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference and which remain in full force and effect. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate with respect to information relating solely to the Company Group. The Buyer acknowledges and agrees that any and all other information provided to it concerning Sellers shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date.

6.3 Director and Officer Liability and Indemnification.

(a) For a period of six (6) years after the Closing, the Buyer will not, and will not permit the Company Group to, amend, repeal, or modify any provision in the Company' s or HSW' s articles of incorporation, bylaws, or other equivalent Governing Documents or other agreements in effect on the date hereof and listed on Schedule 6.3(a) relating to the exculpation, indemnification, or advancement of expenses of any current officers and directors (each, a "D&O Indemnified Person") in any manner that would adversely affect the rights thereunder of such officers and directors (unless required by Law).

(b) Effective as of the Closing Date, the Company Group shall obtain, at the expense of the Sellers (which shall be treated as a Transaction Expense), a non-cancelable tail insurance policy, for a period of six (6) years after the Closing Date, to provide insurance coverage on terms, with respect to coverage scope and exclusions and amount, that are no less favorable than those of such policy in effect on the date hereof for events, acts, or omissions occurring on or prior to the Closing Date for all Persons who were directors or officers of the Company Group on or prior to the Closing Date (the "D&O Tail

Policy"); provided, that the Company Group may substitute therefor policies of at least the same coverage containing terms and conditions which are no less advantageous to the beneficiaries thereof so long as such substitution does not result in gaps or lapses in coverage with respect to matters occurring prior to the Closing Date.

(c) In the event that all or substantially all of the assets of the Company Group are sold, whether in one transaction or a series of transactions, then the Buyer and the Company Group will, in each such case, ensure that the successors and assigns of the Buyer or the Company Group, as applicable, assume the obligations set forth in this Section 6.3. The provisions of this Section 6.3(c) will apply to all of the successors and assigns of the Company.

6.4 Conditions. The Buyer will use commercially reasonable efforts to cause the conditions set forth in Section 1.7 to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction of the conditions set forth in Section 1.7 (other than those to be satisfied at the Closing).

6.5 Contact with Customers, Suppliers, and Other Business Relations. During the period from the date of this agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms, the Buyer will not, and the Buyer shall direct its officers, employees, representatives, and agents not to, contact and communicate with the employees, customers or suppliers of the Company Group of either in connection with the transactions contemplated hereby without prior consultation with and written approval of the Company (not to be unreasonably withheld, conditioned or delayed).

6.6 R&W Insurance. Buyer shall purchase R&W Insurance, with such expense to be borne fifty percent (50%) by the Sellers (which shall be treated as a Transaction Expense) and fifty percent (50%) by the Buyer for Buyer' s benefit. Buyer shall make a one-time payment in full of R&W Insurance premiums, underwriting and due diligence fees, brokerage commissions, and other fees and expenses for the R&W Insurance (the "R&W Insurance Premium"). The R&W Insurance shall provide that the insurer shall have no, and shall waive and not pursue, any and all subrogation rights against Sellers except for fraud.

6.7 Employee Matters. Nothing contained in this Agreement shall confer upon any Company Service Provider, HSW Service Provider or MHM Service Provider any right with respect to continuance of employment by Buyer, nor shall anything herein interfere with the right of Buyer to terminate the employment of any Company Service Provider, HSW Service Provider or MHM Service Provider at any time following the Closing Date, with or without notice, or restrict Buyer in modifying any of the terms or conditions of employment of the Company Service Providers, HSW Service Providers or MHM Service Providers after the Closing.

6.8 Removal from Guaranties. From and after the date hereof, Buyer and Parent shall use commercially reasonable efforts to remove each Seller from any guaranty obligations set forth on Schedule 6.8 given with respect to the Business (the "Guarantees") and enter into replacement guarantees with Parent or one of its Subsidiaries (each, a "Guarantor") in form and substance reasonably satisfactory to Buyer. If Guarantor thereof has not entered into all such replacement guarantees on or prior to the Closing Date, then during the period from the Closing Date until

Guarantor enters into such replacement guarantees, Parent shall indemnify Sellers for any Losses incurred pursuant to the terms of the applicable Guarantees during such period. Notwithstanding anything in the foregoing to the contrary, in no event shall New Enterprise Associates or any of its Affiliates (other than Parent and its Subsidiaries) be obligated to take any actions, enter into any agreements or provide any surety in connection with the foregoing.

6.9 Group Health Plan. Buyer agrees that at and after Closing, the employees of the Company and HSW shall no longer participate in the same group health plan. Prior to Closing, Buyer, at its expense, shall either (i) establish a new self-insured group health plan to provide health care coverage as of Closing for the employees and COBRA beneficiaries of the Company, with employees and COBRA beneficiaries of HSW remaining on the current plan sponsored by the Company and HSW and the Company no longer remaining a participating employer; or (ii) with the cooperation and consent of the Company and HSW (which shall not be unreasonably or arbitrarily withheld, conditioned or delayed), establish separate health plan coverage for employees of the Company and HSW under some other arrangement that is not a "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA or by applicable state law). The parties shall take reasonable steps to seek to reduce disruption to employees, including, if consistent with the above and reasonably practicable, to (i) provide substantially similar coverage at the same cost to employees as the current group health plan, and (ii) maintain current year deductibles and out-of-pocket maximums (with amounts paid toward same to date).

ARTICLE 7
MUTUAL COVENANTS AND AGREEMENTS

7.1 Nondisclosure; Publicity. After the Closing, each of the Buyer and the Sellers' Representative, together with their respective Affiliates, shall have the right to issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby upon obtaining the prior written approval of the Buyer and the Sellers' Representative, as applicable. Notwithstanding the foregoing, each of the Parties may make any disclosure that is required by applicable Law; provided, however, that, to the extent required by applicable Law, the party intending to make such release shall use its commercially reasonable efforts consistent with such applicable Law to consult with the other parties hereto with respect to the text thereof. Each of Buyer and the Sellers agree that the terms of this Agreement shall not be directly or indirectly disclosed or otherwise made available to the public, except where such disclosure or availability is required by applicable Law and only to the extent required by such Law. Notwithstanding the foregoing, New Enterprise Associates shall have the right privately to deliver information relating to its own investment in the Company, including its investment return, solely to its Affiliates' limited partners and prospective limited partners.

7.2 Regulatory Compliance.

(a) Buyer and the Company Group each shall use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Bodies that may be or become necessary for its delivery of this Agreement and the performance of its obligations pursuant to this Agreement, each of which is listed on Schedule 7.2(a). Buyer and the Company Group shall cooperate fully

with each other and with each of their respective Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. Buyer and the Company Group shall not willfully take or cause any other Person to take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. If required by the HSR Act and if the appropriate filing pursuant to the HSR Act has not been filed prior to the date hereof, Buyer agrees to make, and Sellers agree to cause the Company Group to make, an appropriate filing pursuant to the HSR Act with respect to the transactions contemplated by this Agreement within two (2) Business Days after the date hereof and to supply as promptly as practicable to the appropriate Governmental Body any additional information and documentary material that may be requested pursuant to the HSR Act, the costs of which shall be borne by Buyer.

(b) Buyer is, and at all times through the Closing Date shall be, legally and otherwise qualified under all applicable Laws pertaining to competition and antitrust matters ("Antitrust Requirements") to purchase, acquire and accept the Purchased Stock from Sellers and to control, acquire and operate the Business; provided, that nothing herein shall require such purchase, acquisition and acceptance of the Purchased Stock in accordance with the Antitrust Requirements if it materially decreases the value or benefits of the transactions contemplated by this Agreement to the Buyer. There are no facts or proceedings that are intended to disqualify or restrict Buyer under any Antitrust Requirements from purchasing, acquiring and accepting the Purchased Stock from Sellers or from controlling, acquiring of operating the Business.

(c) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of any Party before any Governmental Body or the staff or regulators of any Governmental Body, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Sellers, Sellers' Representative, or the Company Group with Governmental Bodies in the ordinary course of business, and also not including any disclosure that is not permitted by Law and any disclosure containing confidential information) shall be disclosed to the other Party hereunder a reasonable period in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments and proposals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Bodies or the staff or regulators of any Governmental Body, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

7.3 Further Assurances. From and after the Closing, the Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as any other Party may reasonably request for the purpose of carrying out the intent of this Agreement, any ancillary agreement, and the other documents referred to in this Agreement.

ARTICLE 8
TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer and the Company;

(b) by the Buyer, if there has been a material violation, breach or failure to comply by the Company or the Sellers of any covenant, agreement, representation, or warranty contained in this Agreement which has prevented the satisfaction of any condition to the obligations of the Buyer at the Closing set forth in Section 1.7 and such violation or breach has not been waived by the Buyer or, in the case of a covenant or agreement breach, cured (if curable) by the Company or the Sellers, as applicable, within ten (10) Business Days following notice of such breach from Buyer to the Sellers' Representative;

(c) by the Company if there has been a material violation, breach or failure to comply by the Buyer of any covenant, agreement, representation, or warranty contained in this Agreement which has prevented the satisfaction of any condition to the obligations of the Company and the Sellers at the Closing set forth in Section 1.6 and such violation or breach has not been waived by the Company or cured (if curable) by the Buyer within ten (10) Business Days following notice of such breach from the Sellers' Representative to the Buyer (provided, that the failure of the Buyer to deliver the full consideration payable pursuant to ARTICLE 1 under this Agreement at the Closing as required hereunder will not be subject to cure hereunder unless otherwise agreed to in writing by the Company); or

(d) by either the Buyer or the Company if the transactions contemplated hereby have not been consummated by 5:00 P.M., Eastern Time, on the date that is sixty (60) days following the date of this Agreement; provided, that neither the Buyer nor the Company will be entitled to terminate this Agreement pursuant to this Section 8.1(d) if such Person' s breach of this Agreement is the direct and primary cause of failure of a condition precedent to the consummation of the transactions contemplated hereby.

8.2 Effect of Termination. In the event of the termination of this Agreement by either the Buyer or the Company as provided above, subject to the last sentence of this Section 8.2, the provisions of this Agreement will immediately become void and of no further force or effect (other than Section 5.6 (Confidentiality), this Section 8.2, and ARTICLE 11 (other than Section 11.13) hereof which will survive the termination of this Agreement in accordance with their terms); provided, however, that the Confidentiality Agreement will survive the termination of this Agreement in accordance with its terms, and there will be no liability on the part of any of the Parties to one another, except for Willful Breaches of the covenants and agreements contained in this Agreement prior to the time of such termination. Nothing in this Section 8.2 will be deemed to impair the right of any Party to compel specific performance by another Party of its obligations under this Agreement. Any claim which the Sellers may have in connection with a termination of this Agreement will be enforceable by the Company or Sellers' Representative for the benefit of all such Persons. Notwithstanding anything to the contrary in this Agreement, prior to termination of this Agreement, Buyer shall be entitled, at its sole election, to settle any claims arising from or relating to this Agreement by consummating the transactions hereby in accordance with the terms of this Agreement.

ARTICLE 9
TAX MATTERS

9.1 Transfer Taxes. The Sellers shall bear the costs 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"). Buyer shall prepare any Tax Returns with respect to such Transfer Taxes, and the Sellers' Representative shall cooperate with the Buyer in the preparation of such Tax Returns.

9.2 Preparation of Tax Returns. Buyer shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by the Company and HSW for a Pre-Closing Tax Period or Straddle Period that are due after the Closing Date (each, a "Buyer Prepared Tax Return"). All such Buyer Prepared Tax Returns shall be prepared in accordance with existing procedures, practices, and accounting methods of each of the Company and HSW, respectively, unless otherwise required by applicable Laws. Each Buyer Prepared Tax Return that is an income Tax Return (a "Buyer Prepared Income Tax Return") shall be submitted to the Sellers' Representative for the Sellers' Representative' s review and comment at least twenty (20) days prior to the due date of such Buyer Prepared Income Tax Return (taking into account extensions). Buyer shall consider in good faith any reasonable comments that are submitted by the Sellers' Representative (if any) to Buyer in writing within seven (7) days of the delivery of any such Buyer Prepared Income Tax Return to the Sellers' Representative pursuant to the immediately preceding sentence. If any such comments are submitted to Buyer by the Sellers' Representative, Buyer shall provide the Sellers' Representative with a revised version of the applicable Buyer Prepared Income Tax Return for Sellers' Representative' s review and consent (not to be unreasonably withheld, conditioned or delayed). If Sellers' Representative does not consent to such revised Buyer Prepared Income Tax Return, it shall so notify Buyer thereof in writing within five (5) days of the delivery by Buyer of such Buyer Prepared Income Tax Return pursuant to the immediately preceding sentence, provided that such notice (a "Notice of Tax Return Dispute") shall set forth in reasonable detail any item that the Sellers' Representative reasonably disputes and the extent to which such item, as reflected in the Buyer Prepared Income Tax Return, is not in accordance with existing procedures, practices, and accounting methods of the Company or HSW, as applicable, and further provided that if the Sellers' Representative does not timely provide such notice or comply with the foregoing requirements, such revised version of the Buyer Prepared Income Tax Return shall be deemed to be final and may be filed by Buyer. In the event that Sellers' Representative submits a valid Notice of Tax Return Dispute to Buyer, the parties shall commence to negotiate in good faith, provided that if they are unable to resolve the relevant dispute within five (5) days of the delivery of the Notice of Tax Return Dispute, they shall submit the relevant items of dispute to the Independent Accountant and request that the Independent Accountant render a determination as to whether Sellers' Representative' s position with respect to each disputed item is correct or not (i.e., in contrast to the position taken by Buyer and taking into consideration whether such item as prepared was in accordance with existing procedures, practices, and accounting methods of the Company or HSW, as applicable, unless otherwise required by applicable Law), with such determination to be made by the Independent Accountant as soon as

practicable after its retention. Each of Buyer, the Sellers' Representative and their respective agents and representatives shall cooperate with the Independent Accountant in furnishing such information as it may reasonably request and the Independent Accountant shall consider and make a determination only with respect to the items that the Sellers' Representative has disputed in its Notice of Tax Return Dispute (except to the extent that other revisions must or reasonably should be made to consistently take any determinations by the Independent Accountant into account). The determination of the Independent Accountant with respect to each item shall be binding upon the parties and the relevant Buyer Prepared Income Tax Return shall be finalized and filed consistent therewith. The expenses of the Independent Accountant shall be borne equally by Buyer and the Sellers' Representative, provided, however, that if all of the disputed items submitted to the Independent Accountant for its determinations are decided in favor of any one such party, the other party shall pay all of the expenses of the Independent Accountant. In the event that the Independent Accountant is unable to render its determinations with respect to a Notice of Tax Return Dispute prior to the date on which a Buyer Prepared Income Tax Return must be filed, Buyer shall file or cause to be filed such Buyer Prepared Income Tax Return as originally prepared by Buyer and, in the event that the Independent Accountant subsequently makes a determination in favor of the Sellers' Representative, Buyer shall, within sixty (60) days of such determination, amend, or cause to be amended, the applicable Buyer Prepared Income Tax Return in a manner consistent with such determination of the Independent Accountant.

9.3 Straddle Periods. Any time it is necessary to apportion Taxes between a Pre-Closing Tax Period and a Post-Closing Tax Period, in the case of any Taxes that are payable by the Company, HSW or MHM for a Taxable Period that includes (but does not end on) the Closing Date (a "Straddle Period"), the portion of such Tax related to the portion of such Straddle Period ending on and including the Closing Date shall (x) in the case of any Taxes not based upon or related to income, receipts, payments, proceeds, profits, payroll or similar items, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on and including the Closing Date and the denominator of which is the number of days in the entire Straddle Period, and (y) in the case of any Tax based upon or related to income, receipts, payments, proceeds, profits, payroll or similar items, be deemed equal to the amount which would be payable if the relevant Taxable Period ended on and included the Closing Date 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 (including MHM) or other pass-through entity or controlled foreign corporation (as defined in section 957 of the Code) in which any of the Company, HSW or MHM holds a beneficial interest shall be deemed to terminate at such time).

9.4 Tax Contests. Buyer shall notify the Sellers' Representative within thirty (30) calendar days upon the receipt of any notice, or becoming aware, of any audit or other similar examination with respect to Taxes of the Company or HSW for any Pre-Closing Tax Period (including, for the avoidance of doubt, any Straddle Period) (a "Tax Contest"); provided, that no failure or delay of Buyer in providing such notice shall reduce or otherwise affect the obligations of the Sellers' Representative pursuant to this Agreement, except to the extent that the Sellers are materially and adversely prejudiced as a result of such failure or delay. Buyer shall control, or cause the Company or HSW, as applicable, to control the conduct of any Tax Contest; provided, that if a Tax Contest relates solely to Taxes for which Sellers would be responsible under Section 10.1(a)(iii), the Sellers' Representative shall have the right to assume control of such Tax Contest;

provided, further, that (i) Buyer, at its own cost and expense, shall have the right to participate in any such Tax Contest and the Sellers' Representative shall cooperate with Buyer with respect to any such participation by Buyer, and (ii) the Sellers' Representative shall not settle or dispose of any such Tax Contest without Buyer' s written consent, not to be unreasonably withheld, conditioned or delayed. If the Sellers' Representative does not elect to control such Tax Contest, or for any other Tax Contest that relates to a Pre-Closing Tax Period for which the Sellers may be liable for the Taxes thereunder or any Tax Contest the settlement of which could otherwise adversely affect the Sellers, Buyer shall control such Tax Contest.

9.5 Cooperation. Buyer, the Company, HSW, and Sellers shall (and shall cause their respective Affiliates to) (i) reasonably assist in the preparation and timely filing of any Tax Return of the Company, HSW and MHM, (ii) reasonably assist in any audit or other action with respect to Taxes or Tax Returns of the Company, HSW and MHM, (iii) make reasonably available any information, records or other documents relating to any Taxes or Tax Returns of the Company, HSW and MHM, and (iv) provide any information necessary or reasonably requested to allow Buyer, the Company, HSW or MHM to comply with any information reporting or withholding requirements contained in the Code or any other applicable Law.

9.6 Termination of Tax-Sharing Agreements. All Tax-sharing agreements or similar arrangements with respect to or involving any of the Company, HSW and MHM shall be terminated prior to the Closing Date and, after the Closing Date, none of the Company, HSW or MHM shall be bound thereby or have any liability thereunder for amounts due in respect of periods (or portion thereof) ending on or before the Closing Date.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification of Buyer.

(a) Subject to the limitations contained in this ARTICLE 10, Buyer, its Affiliates (including the Company Group and MHM following the Closing), and its successors, directors, managers, officers, employees, shareholders and agents (collectively, the "Buyer Indemnified Parties") following the Closing shall be indemnified and held harmless as provided in this ARTICLE 10 from any and all Losses that any Buyer Indemnified Party may, directly or indirectly, suffer, sustain, become subject to or incur as a result of, arising from or relating to:

(i) any misrepresentation in or breach of any representation or warranty of the Company Group, the Sellers' Representative, or any Seller in this Agreement or in any schedule, certificate or instrument delivered pursuant hereto;

(ii) any breach of any covenant or agreement of the Company Group, any Seller, or the Sellers' Representative in this Agreement;

(iii) (A) all Taxes (or the non-payment thereof) imposed on any of the Company, HSW and/or MHM for or attributable to a Pre-Closing Tax Period, (B) any Taxes of the Company, HSW and/or MHM imposed with respect to deferred revenues or prepaid amounts arising in any Pre-Closing Tax Period,

regardless of when recognized for Tax purposes; (C) any and all Taxes of any Person imposed on any of the Company, HSW and/or MHM as a transferee or successor, by contract, indemnification agreement or otherwise, or pursuant to any Law, which Taxes relate to an event or transaction occurring on or before the Closing Date; (D) any and all Taxes of any member of an affiliated, consolidated, combined or unitary group of which any of the Company, HSW and/or MHM (or any predecessor of any of the foregoing) 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; (E) any and all Taxes of any Seller; (F) any employment, payroll or other Taxes payable by any of the Company, HSW and/or MHM attributable to wages, compensation or other amounts payable with respect to a Pre-Closing Tax Period or pursuant to this Agreement including any such Taxes attributable to a Pre-Closing Tax Period that any of the Company, HSW and/or MHM has elected to defer pursuant to Section 2302 of the CARES Act, or any similar election under state or local Tax Law; (G) any and all Taxes of any of the Company, HSW and/or MHM with respect to amounts that are required to be taken into taxable income for any Tax Period (or portion thereof) beginning after the Closing Date as a result of any change in method of accounting for a Taxable Period (or portion thereof) ending on or prior to the Closing Date, including, without limitation, through the application of Section 481 or Section 263A of the Code (or corresponding provisions of state or foreign Tax laws) to transactions, events or accounting methods employed prior to the Closing, but in each case, such Taxes shall be calculated as if the only sources of taxable income, gain, deduction or loss for the entity for such Tax Period (or portion thereof) beginning after the Closing Date is (1) the taxable income or gain for such period (or portion thereof) associated with the change in method of accounting prior to the Closing Date and (2) any deduction actually taken by the entity in such Tax Period (or portion thereof) beginning after the Closing Date for any net operating loss carryforward amounts attributable to a Pre-Closing Tax Period (limited, for the avoidance of doubt, to the extent such net operating loss deduction can actually be deducted by such entity in such Tax Period after the application of any such limitations on the amount or use of such net operating loss carryforwards); and (H) any Transfer Taxes allocated to Sellers under Section 9.1; in each case, except to the extent such Taxes were taken into account as Indebtedness or as a liability in Working Capital (as finally determined pursuant to Section 1.3);

(iv) any unpaid Transaction Expenses of the Company Group, MHM or Sellers and/or any unpaid Indebtedness that is not assumed by Buyer at the Closing;

(v) any error in Annex I, or any allocation of the Purchase Price, Adjustment Escrow Amount, Indemnity Escrow Amount, Regulatory Permit Escrow Amount or the Aggregate Contingent Payment among the Sellers;

(vi) any fraud on the part of the Company Group, MHM or the Sellers; and

(vii) any Losses associated with the Company Group' s failure to obtain any approvals of any Governmental Bodies required by the Regulatory Permits.

10.2 Indemnification of the Sellers.

(a) From and after the Closing, Buyer and Parent will indemnify, defend and hold the Sellers, including without limitation, all Affiliates and successors, directors, managers, officers, employees, and agents of the Sellers and the Company (collectively, "Seller Indemnified Parties") harmless from any and all Losses that any Seller Indemnified Party may, directly or indirectly, suffer, sustain, become subject to or incur as a result of, arising from or relating to:

(i) any misrepresentation in or breach of any representation or warranty made by Buyer or Parent in this Agreement or in any schedule, certificate or instrument delivered pursuant hereto;

(ii) any breach of any covenant or agreement made by Buyer or Parent in this Agreement; and

(iii) any fraud on the part of Buyer or Parent.

10.3 Limitations on Indemnification.

(a) The Buyer Indemnified Parties shall not be entitled to recover any indemnifiable Losses under Section 10.1(a)(i) except to the extent that the aggregate amount of Losses for which the Buyer Indemnified Parties have delivered notice seeking indemnification hereunder exceeds $450,000.00 (the "Threshold"), and the Seller Indemnified Parties shall not be entitled to recover any indemnifiable Losses under Section 10.2(a)(i) except to the extent that the aggregate amount of Losses for which the Seller Indemnified Parties seek or may seek indemnification hereunder exceeds the Threshold. In such event, the Seller Indemnified Parties, on the one hand, and Buyer Indemnified Parties on the other hand, shall only be entitled to recover any amount of such Losses in excess of the Threshold. The limitations of this Section 10.3(a) shall not apply to any claim for indemnification related to or arising from a misrepresentation in or breach of a Company Fundamental Representation, Seller' s Fundamental Representation, or Buyer Fundamental Representation.

(b) Notwithstanding anything to the contrary in this Agreement, (i) subject to Section 10.3(g) and except for any claims for breach of a Company Fundamental Representation, a Seller' s Fundamental Representation, and any claims under Sections 10.1(a)(ii) through (a)(vii) (the "Excluded Matters"), all rights and entitlements of the Buyer Indemnified Parties in respect of indemnification or otherwise under or in connection with this Agreement shall be satisfied solely from the Indemnity Escrow Amount and the R&W Insurance, and none of the Sellers shall have any liability or obligations to Buyer whatsoever in respect thereof, (ii) each Seller, severally and not jointly, in the aggregate of all claims for indemnification shall not have any liability in respect of any Excluded Matters for an aggregate amount of Losses exceeding the proceeds actually received by such Seller under this Agreement, (iii) no Seller shall have any liability

or obligation in respect of Losses that any Buyer Indemnified Party may suffer or incur as a result of any breach of representations and warranties contained in ARTICLE 3 that is attributable to a breach or other wrongful act of one or more other Sellers (it being understood and agreed that such other Seller(s) shall be solely responsible for such Losses), and (iv) Buyer will not have any liability under Section 10.2(a) for an aggregate amount of Losses exceeding the Purchase Price (as adjusted pursuant to Section 1.3).

(c) (i) For the purpose of determining the amount of Losses for any breach of any representation or warranty by the Company Group contained in ARTICLE 2, or by any Seller contained in ARTICLE 3, such representations and warranties shall not be deemed qualified by any references to "materiality," "Material Adverse Effect" or similar qualification. (ii) Payments by any Indemnifying Party pursuant to this ARTICLE 10 with respect to any Loss shall all be limited to the amount of such Loss as remains after deducting therefrom any indemnity, contribution, costs of collection or similar payment (in each case, net of any Taxes incurred in respect thereof) received or reasonably expected to be received by the Indemnified Party (or the Company Group) with respect to such claim. (iii) If any Buyer Indemnified Party should recover amounts from a Seller and any other source, including without limitation, the R&W Insurance that in the aggregate exceed (net of any Taxes incurred on such amounts) the amount of such Loss, then such Buyer Indemnified Party promptly shall pay over such excess amounts to the Sellers' Representative. (iv) No Buyer Indemnified Party shall be entitled to duplicate indemnification recovery because the facts or conditions giving rise to an indemnification claim may constitute a breach of more than one representation, warranty, covenant or agreement under this Agreement. (v) No Buyer Indemnified Party shall be entitled to indemnification under Section 10.1 for any Losses if such Losses were taken into account in an adjustment to the Purchase Price pursuant to Section 1.3 or were otherwise paid or reimbursed pursuant to any other provision of this Agreement.

(d) Attorney, consultant, and other professional fees and disbursements incurred by an Indemnified Party in connection with this ARTICLE 10 will be reasonable and based only on time actually spent, which will be charged at no more than such professional' s standard hourly rate.

(e) Each of the Parties agrees to use commercially reasonable efforts to mitigate its respective Losses upon and after becoming aware of any event or condition that could reasonably be expected to give rise to any Losses that are indemnifiable under this ARTICLE 10, including, without limitation, pursuing recovery under the R&W policy.

(f) Buyer, on behalf of itself and each other Buyer Indemnified Party, acknowledges and agrees that the sole and exclusive remedy and source of indemnification under this ARTICLE 10 to any Buyer Indemnified Party shall be as follows: (i) for any claim related to and arising under Section 1.3 (Working Capital Adjustment), from funds then available in the Adjustment Escrow Account, then from the Sellers severally and not jointly as provided in Section 1.3(h); provided, that Buyer shall be entitled to recover from the Indemnity Escrow Account as set forth in Section 1.3(h); (ii) for any claim related to and arising under Section 10.1(a)(vii), from funds then available in the Regulatory Permit Escrow Account; (iii) for any claim under Section 10.1(a)(i) that arises from a breach of

the Company Fundamental Representations, (A) first, from the Indemnity Escrow Amount (to the extent available) until the Indemnity Escrow Amount has been exhausted, (B) second, under the R&W Insurance, and (C) third, from the Sellers severally and not jointly (subject to the limitations set forth in this ARTICLE 10); (iv) for any claim under Section 10.1(a)(i) that arises from a breach of a Seller' s Fundamental Representations, (A) first, from the Indemnity Escrow Amount (to the extent available) until the Indemnity Escrow Amount has been exhausted, (B) second, under the R&W Insurance, and (C) third, from such Seller severally and not jointly (subject to the limitations set forth in this ARTICLE 10); (v) for any claim under Section 10.1(a)(ii) that arises from a breach of any covenant or agreement of the Company, from the Sellers severally and not jointly (subject to the limitations set forth in this ARTICLE 10); (vi) for any claim under Section 10.1(a)(ii) that arises from a breach of any covenant or agreement of a Seller, from such Seller severally and not jointly (subject to the limitations set forth in this ARTICLE 10); (vii) for any claim under Sections 10.1(a)(iii) through (a)(v), from the Sellers severally and not jointly (subject to the limitations set forth in this ARTICLE 10); and (viii) for any claim under Section 10.1(a)(i) which is not of the type described in clauses (ii) or (iii) above, (A) first, against the Indemnity Escrow Amount (to the extent available) until the Indemnity Escrow Amount has been exhausted, and (B) second, against the R&W Insurance. Buyer, on behalf of itself and each other Buyer Indemnified Party, further acknowledges and agrees that the provisions of this Section 10.3(f) shall apply whether or not (X) Buyer obtains before, on, or after the Closing or maintains following the Closing, the R&W Insurance, (Y) the R&W Insurance is revoked, cancelled or modified in any manner after issuance, or (Z) any Buyer Indemnified Party makes a claim under the R&W Insurance and such claim is denied in whole or part by the insurer.

(g) Notwithstanding anything to the contrary contained herein, and subject to the other limitations contained in this ARTICLE 10, in the event an Indemnified Party receives proceeds from the account holding the Indemnity Escrow Amount and/or insurance proceeds under the R&W Insurance, in either case, with respect to one or more claims for indemnification under Section 10.1(a)(i) in respect of a breach of one or more Excluded Matter (such proceeds received from all such claims, collectively, "Special Recovery Proceeds"), and after such recovery, Indemnified Parties make one or more claims for indemnification under Section 10.1(a)(i) for a breach of any representation or warranty that does not constitute any Seller' s Fundamental Representation or Company Fundamental Representation (each, a "General Rep Indemnification Claim") and the amount of funds available to satisfy such General Rep Indemnification Claim in the Indemnity Escrow Amount together with the amount of insurance coverage then remaining under the R&W Insurance is insufficient to satisfy in full the aggregate amount of indemnifiable Losses attributable to such General Rep Indemnification Claims (any such unrecovered Losses, the "Excess Losses"), then, in each such case, and notwithstanding anything contained herein to the contrary, the Indemnifying Parties shall be obligated to indemnify and hold harmless (severally and not jointly, and subject to the limitations set forth in this ARTICLE 10) the Indemnified Parties pursuant to Section 10.1(a)(i) for such Excess Losses in an amount up to, but not exceeding the aggregate amount of the Special Recovery Proceeds.

10.4 Survival. The representations and warranties of the Company Group, Sellers, and Buyer made in or pursuant to this Agreement will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby until the eighteen (18)-month anniversary of the Closing Date (the "Indemnity Release Date"). None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms.

10.5 Indemnification Procedures.

(a) A claim for indemnification for any matter shall be asserted by written notice from the Buyer Indemnified Party or the Company Indemnified Party seeking indemnification (the "Indemnified Party") to the party from whom indemnification is sought (the "Indemnifying Party") within the applicable survival period specified in this Agreement.

(b) Any notice of a claim for indemnification under this Agreement shall state with reasonable specificity (i) the provision(s) of this Agreement with respect to which the claim is made, (ii) a good faith summary of the facts giving rise to the claim, and (iii) if (but only to the extent) ascertainable, a good faith estimate of the amount of the Losses asserted by reason of the claim (which estimate shall not be conclusive on the final amount of Losses for which the notifying party is entitled to indemnification). Any such notice delivered by an Indemnified Party may be supplemented by such Indemnified Party at any time, and such supplement shall be effective as of the date of the original notice. Promptly after receipt by an Indemnified Party of notice of any claim by a third party (a "Third-Party Claim"), the Indemnified Party shall, if an indemnification claim in respect of the Third-Party Claim is to be made against an Indemnifying Party, give notice to the Indemnifying Party of the Third-Party Claim, but neither the failure to so notify (whether timely or untimely) the Indemnifying Party, nor any deficiency in the indemnification notice, shall relieve the Indemnifying Party of any Liability it may have to any Indemnified Party, except to the extent, and solely to the extent, that the Indemnifying Party demonstrates that the defense of the Third-Party Claim is materially prejudiced by the delay or by the deficiency (it being understood that any claim must be given within the applicable time period set forth in Section 10.4). Within ten (10) Business Days after delivery of such written notice, if and only if the Indemnified Parties have sought indemnification pursuant to Sections 10.1(a)(ii), (iii), (v), or (vi), or Section 10.2, as applicable, the Indemnifying Party may elect (by written notice delivered to the Indemnified Party) to assume the defense, at its sole cost and expense, of the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party; provided, however, that the Indemnifying Party shall not be entitled to assume the defense (unless otherwise agreed to in writing by the Indemnified Party) if (i) the Third-Party Claim relates to any indictment, Legal Proceeding, allegation, or investigation in a criminal matter; (ii) the Third-Party Claim primarily seeks an injunction or non-monetary or equitable relief against the Indemnified Party; (iii) the amount in dispute exceeds the maximum amount for which the Indemnifying Party can then be liable pursuant to this Agreement in light of the limitations on indemnification contained in this Article 10, if applicable; (iv) *intentionally deleted*; (v) the Indemnifying Party does not, upon assumption of such defense in

accordance with this Section 10.5(b), conduct the defense of such Third-Party Claim actively and diligently (in which case, the Indemnifying Party shall cease to control such Third-Party Claim following notice thereof from the Indemnified Party); or (vi) such Third-Party Claim includes as the named parties in any such claim both the Indemnifying Party and the Indemnified Party, and the Indemnifying Party or the Indemnified Party reasonably determines upon the opinion of counsel that representation of both parties by the same counsel would be prohibited by applicable codes of professional conduct. For the avoidance of doubt, if the Indemnifying Party has assumed the defense of a Third-Party Claim prior to the determination that any of the matters set forth in clauses (i) through (vi) above has occurred or is applicable (including if any of the matters set forth in clauses (i) through (vi) occurs subsequent to the Indemnifying Party' s assumption of the defense), the Indemnifying Party shall cease to control such Third-Party Claim upon notice thereof from the Indemnified Party. If the Indemnifying Party notifies the Indemnified Party of its election to so assume the defense, at its sole cost and expense, of the Third-Party Claim, the Indemnifying Party shall control the defense of the Third-Party Claim and shall not be liable to the Indemnified Party under this Agreement for any fees of other counsel subsequently incurred by the Indemnified Party in connection with the defense of the Third-Party Claim (it being understood, however, that the Indemnified Party shall be entitled to participate in all negotiations and proceedings related to the Third-Party Claim at its sole cost and expense). If (x) the Indemnifying Party does not provide written notice to the Indemnified Party of its election to assume such Third-Party Claim within such ten- (10) Business Day period, or (y) the Indemnifying Party is not entitled to assume, or is required to cease control of, the defense of such Third-Party Claim, the Indemnified Party shall be free to handle the prosecution or defense of such Third-Party Claim and will permit the Indemnifying Party, at the Indemnifying Party' s sole cost and expense, to participate in such prosecution or defense and will provide the Indemnifying Party with reasonable access to all relevant information and documentation relating to the Third-Party Claim and the prosecution or defense thereof. If the Indemnified Party proceeds with the defense of such Third-Party Claim, all fees and expenses, including reasonable attorneys' fees, relating to the defense of such Third-Party Claim shall be deemed to be Losses for which such Indemnified Party is entitled to indemnification hereunder. Notwithstanding the foregoing, Section 9.4 and not this Section 10.5(b) shall govern the defense of any Third-Party Claims pertaining to Taxes. The party not in control of the prosecution or defense of a Third-Party Claim will reasonably cooperate with the other party in the conduct of the prosecution or defense of such Third-Party Claim. If an Indemnifying Party assumes the defense of a Third-Party Claim, no compromise or settlement of the Third-Party Claim may be effected by the Indemnifying Party without the Indemnified Party' s consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Indemnified Party' s consent shall not be deemed to be unreasonably withheld, conditioned or delayed if, and the Indemnified Party may withhold its consent to, (A) any settlement that does not include a full and unconditional general release of all the claims against the Indemnified Party from all parties to the Third-Party Claim, and (B) any settlement that requires Buyer or any of its Affiliates to perform any covenant or refrain from engaging in any activity.

(c) After any final decision, judgment or award shall have been rendered by a Governmental Body of competent jurisdiction and the time in which to appeal therefrom

shall have expired, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement, in each case with respect to a Third-Party Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the Indemnifying Party shall pay all of such remaining sums so due and owing to the Indemnified Party in accordance with this Agreement.

10.6 Escrow Release. On the Indemnity Release Date, the balance of the Indemnity Escrow Amount (less any amount subject to a Pending Claim) shall be released to the Sellers' Representative (on behalf of Sellers) for further distribution to the Sellers in accordance with the portion of the Indemnity Escrow Account payable to the Sellers as set forth on Annex I. On the Regulatory Permit Release Date, the balance of the Regulatory Permit Escrow Amount (less any amount subject to a Pending Claim) shall be released to the Sellers' Representative (on behalf of Sellers) for further distribution to the Sellers in accordance with the portion of the Regulatory Permit Escrow Account payable to the Sellers as set forth on Annex I. The maximum portions of the Indemnity Escrow Amount and the Regulatory Permit Escrow Amount payable to each Seller are set forth on Annex I. From time to time after the Closing Date, the Sellers' Representative shall provide the Buyer with a revised Annex I as may be necessary in respect of the payment of any Indemnity Escrow Amount or any Regulatory Permit Escrow Amount from time to time, upon which the Buyer may conclusively rely (without investigation) without liability to the Buyer.

10.7 Exclusive Remedy. Except (i) in the case of intentional fraud, and (ii) equitable relief pursuant to Section 11.13, the sole and exclusive remedy for any claim arising out of a breach of any representation, warranty, covenant or other agreement set forth in this Agreement shall be a claim for indemnification pursuant to the terms, and subject to the limitations of, this Agreement, with amounts in the Adjustment Escrow Account (solely with respect to any adjustment to the Purchase Price pursuant to Section 1.3), the Indemnity Escrow Account (with respect to claims pursuant to this ARTICLE 10), the Regulatory Permit Escrow Account (solely with respect to claims pursuant to Section 10.1(a)(vii)) and the R&W Insurance (with respect to claims pursuant to this ARTICLE 10) as the sole sources of payment therefor except as otherwise set forth in Section 1.3(h) and Section 10.3(f) above. Nothing in this Section 10.7 shall limit any Person' s right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 11.13.

ARTICLE 11
MISCELLANEOUS

11.1 Notices. All notices and other communications under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) on the fifth (5th) Business Day after being mailed by certified mail, return receipt requested, all postage prepaid, (c) the next Business Day after delivery to a nationally recognized overnight courier for next Business Day delivery, all fees prepaid, or (d) upon transmission of e-mail (with confirmation of receipt), in each case to the parties at the following addresses or e-mail (or to such other address or e-mail as such party may have specified by notice given to the other party pursuant to this provision):

If to the Company After Closing or to the Buyer:

c/o Paladina Health Holdings, LLC
1400 Wewatta Street, Suite 350
Denver, CO 80202
Attn: Christopher Miller
Email: Chris.Miller@paladinahealth.com

with copies to:

New Enterprise Associates
2855 Sand Hill Road
Menlo Park, CA 94025
Attn: Mohamad Makhzoumi
Email: mmakhzoumi@nea.com

and

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Attn: Christian C. Nugent and Christopher A. Dwyer
Email: cnugent@goodwinlaw.com
cdwyer@goodwinlaw.com

If to the Company Prior to Closing:

Healthstat, Inc.
4651 Charlotte Park Drive, Suite 300
Charlotte, NC 28217
Attn: Warren Hutton
Email: Warren.Hutton@healthstatinc.com

with copies to:

Johnston, Allison & Hord, P.A.
1065 East Morehead Street
Charlotte, NC 28204
Attn: Nick Kendall
Email: nkendall@jahlaw.com

If to the Sellers or the Sellers' Representative :

HSSR LLC
4651 Charlotte Park Drive, Suite 450
Charlotte, NC 28217
Attn: Warren Hutton
Email: Warren.Hutton@healthstatinc.com

with copies to:

Johnston, Allison & Hord, P.A.
1065 East Morehead Street
Charlotte, NC 28204
Attn: Nick Kendall
Email: nkendall@jahlaw.com

If to the Seller Hart :

Dr. Robert Eric Hart
367 6th St NW
Hickory, NC 28601
Email: Eric.Hart@healthstatinc.com

with copies to:

Johnston, Allison & Hord, P.A.
1065 East Morehead Street
Charlotte, NC 28204
Attn: Nick Kendall
Email: nkendall@jahlaw.com

11.2 Expenses. Except for the cost of the D&O Tail Policy, Transfer Taxes and fifty percent (50%) of the R&W Insurance Premium, which shall be the responsibility of the Sellers, and the HSR Act filing fee and fifty percent (50%) of the R&W Insurance Premium, which shall be the responsibility of Buyer, or as herein otherwise provided, the Sellers and Buyer shall bear their respective direct and indirect expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants.

11.3 Entire Agreement. As of the Closing Date this Agreement (including all, Annexes, Exhibits and Schedules to this Agreement, and the certificates, documents and instruments that are delivered pursuant to this Agreement, each of which are made a part of this Agreement by reference) contains the entire understanding of the parties with respect to the transactions contemplated hereby and shall supersede all other agreements and understandings between the parties, including any letter of intent, term sheet or confidentiality agreement entered into by the parties with respect to the transactions contemplated hereby.

11.4 Governing Law; Dispute Resolution, Jurisdiction and Venue. This Agreement and any disputes that arise out of or relate to this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof. The parties hereto hereby irrevocably agree that, before any Party shall take any legal action with respect to any dispute, claim or legal rights under or in connection with this Agreement (other than in connection with any dispute, claim or legal or other equitable rights pursuant to which a Party seeks a temporary injunction), representatives of each party having the authority to settle such claim (being the Sellers' Representative with respect to the Sellers) shall meet in person twice, not less than three (3) Business Days apart for the purpose of resolving such dispute or claim. The requirements of the foregoing sentence will not apply (x) if any such meeting will jeopardize any party' s ability to timely make a claim or exercise any legal right prior to the expiration of the statute of limitations or survival period applicable to such claim or legal right, or (y) the party seeking to take legal action has notified the other parties of the intent to take such action and to meet in person, and the meetings have not taken place within twenty (20) days after the date of such notice although the party seeking to take legal action has made one or more of it representatives having authority to settle the claim available for such meetings on a commercially reasonable basis. The parties hereto hereby irrevocably submit to the exclusive jurisdictions of the Delaware Court of Chancery or Federal courts of the United States of America located in the State of Delaware and any appellate court from any thereof, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action, or proceeding related thereto may be heard and determined in any such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Law, but if any term or other provision of this Agreement (or the application of any term or provision of this Agreement to any person or circumstance) shall be held by a court of competent jurisdiction to be invalid, inapplicable, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement (or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable) shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon determination that any term or other provision is invalid, inapplicable, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the maximum extent possible.

11.6 Amendments. No amendment of this Agreement shall be effective unless in writing and signed by each of the Buyer, the Company, and the Sellers' Representative.

11.7 Extension of Time; Waiver. Any Party may, for itself only, (a) extend the time for the performance of any of the obligations of any other Party contained herein, (b) waive any breach of the representations and warranties of any other Party contained herein, or (c) waive compliance with any of the agreements, covenants or conditions for the benefit of such party contained herein. No such extension or waiver shall be binding unless executed in writing by the Party making the extension or waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay of any party to exercise any right or remedy under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right or remedy will preclude any other or further exercise of the same, or of any other right or remedy.

11.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts (including by facsimile or portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and which the parties intend for all purposes to be a written execution hereof.

11.9 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated (by operation of Law, merger or otherwise) by any Seller, the Company Group or Buyer without the prior written consent of Buyer, the Company or the Sellers, as applicable, and any purported assignment or delegation in violation hereof will be null and void, except that Buyer and, after the Closing, the Company Group, upon written notice to Sellers' Representative, may assign this Agreement and any or all rights or obligations hereunder to any Affiliate of Buyer or the Company Group, as applicable, now in, or hereinafter to come into, existence, or to any Person to which Buyer, the Company Group or any of their respective Affiliates make a transfer of all or substantially all of the Business. Upon any such permitted assignment, the references in this Agreement to a party shall also apply to any such assignee unless the context otherwise requires.

11.10 Third-Party Beneficiaries. This Agreement is not intended to confer any rights or benefits on any Person other than the Parties hereto and, to the extent provided above herein, Buyer Indemnified Parties and the Seller Indemnified Parties.

11.11 Construction. The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. For purposes of this Agreement: (a) the words such as "herein," "hereinafter," "hereby," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (b) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (c) the word "or" is not exclusive; (d) whenever the context requires, the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders; (e) any reference in this Agreement to "$" or "Dollars" shall mean U.S. dollars; and (f) any document uploaded to the electronic data room established by Intralinks on behalf of the Company at least two (2) days prior to the date of this Agreement, with respect to which Buyer or its Representatives has had reasonable access will be considered "made available", "delivered" or "provided" to Buyer. Any capitalized terms used in any Schedule, Annex or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules, Annexes and Exhibits mean the Articles and Sections of, and Disclosure Schedules, Annexes and Exhibits attached to, this Agreement; (y) to a Contract, instrument or other document means such Contract, 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. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules, the Annexes 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. Unless the context otherwise requires, references herein to the "Company Group" shall mean the Company, HSW, or any of them, as applicable.

11.12 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (C) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.12.

11.13 Specific Performance; Remedies Not Exclusive. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder,

including its failure to take all required actions on its part necessary to consummate the transactions contemplated hereby, will cause irreparable injury to the other parties for which damages, even if available, will not be an adequate remedy. Accordingly, each party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such party' s obligations and to the granting by any court of the remedy of specific performance of its obligations hereunder. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a party from pursuing other rights and remedies to the extent available under this Agreement, at Law or in equity.

11.14 The Sellers' Representative.

(a) The Sellers hereby irrevocably nominate, constitute and appoint HSSR LLC as the Sellers' Representative and as the agent and true and lawful attorney-in-fact of Sellers individually and jointly, with full power of substitution and appointment of a successor, to act in the name, place and stead of the Sellers for purposes of executing any documents and taking any actions that the Sellers' Representative may, in the Sellers' Representative' s sole discretion, determine to be necessary, desirable or appropriate in all matters relating to or arising out of this Agreement or Escrow Agreement, including, without limitation, in connection with (i) the Working Capital Adjustment pursuant to Section 1.3, (ii) any Tax matters as described in ARTICLE 9, (iii) the Adjustment Escrow Account, the Indemnity Escrow Account and the Regulatory Permit Escrow Account, (iv) the amount of the Aggregate Contingent Payment, or (v) any claim for indemnification, compensation or reimbursement under this Agreement (collectively, the "Representative Matters").

(b) The Sellers irrevocably grant to the Sellers' Representative full authority to execute, deliver, acknowledge, certify and file on behalf of the Sellers (in the name of such Seller or otherwise) any and all documents that the Sellers' Representative may, in Sellers' Representative' s sole discretion, determine to be necessary, desirable or appropriate, in such forms and containing such provisions as Sellers' Representative may, in the Sellers' Representative' s sole discretion, determine to be appropriate, in performing the Sellers' Representative' s duties as contemplated by Section 11.14(a), including without limitation:

(i) to execute and deliver, on behalf of such Seller, and to accept delivery of, on behalf of such Seller, all such documents as may be deemed by the Sellers' Representative, in his sole discretion, to be appropriate to consummate or relating to the transactions contemplated by this Agreement or the Escrow Agreement;

(ii) to endorse and to deliver on behalf of such Seller, irrevocable stock powers representing the Company Stock;

(iii) to: (X) dispute or refrain from disputing, on behalf of such Seller, any claim made by the Buyer or any other Person under or relating to this Agreement or the transactions contemplated hereby; (Y) negotiate and compromise, on behalf of such Seller, any dispute that may arise under, and to exercise or refrain from exercising any remedies available under, this Agreement; and (Z) execute, on behalf of such Seller, any settlement agreement, release or other document with respect to such dispute or remedy;

(iv) to give or agree to, on behalf of such Seller, any and all consents, waivers, amendments or modifications deemed by the Sellers' Representative, in his sole discretion, to be necessary or appropriate under or relating this Agreement and Escrow Agreement, and, in each case, to execute and deliver any documents that may be necessary or appropriate in connection therewith;

(v) to enforce, on behalf of such Seller, any claim against the Buyer arising under or relating to this Agreement or the transactions contemplated hereby;

(vi) to engage attorneys, accountants and agents at the expense of such Seller;

(vii) to amend this Agreement or the Escrow Agreement (other than this Section 11.14) or any of the instruments to be delivered to the Buyer by such Seller pursuant to this Agreement or the Escrow Agreement or any of the transactions contemplated hereby or thereby;

(viii) to receive notices and communications pursuant to this Agreement or the Escrow Agreement; and

(ix) to give such instructions and to take such action or refrain from taking such action, on behalf of such Seller, as the Sellers' Representative deems, in his sole discretion, necessary or appropriate to carry out the provisions of this Agreement or the Escrow Agreement, including, without limitation, paying, releasing or distributing any or all of the Adjustment Escrow Account, the Indemnity Escrow Account, and the Regulatory Permit Escrow Account balance or otherwise paying Losses hereunder.

(c) Notwithstanding anything to the contrary contained in this Agreement or in any other contract executed in connection with the transactions contemplated hereby, and notwithstanding any disagreement or dispute among the Sellers, or between one or more of Sellers and the Sellers' Representative, Buyer shall be entitled to deal exclusively with the Sellers' Representative on all Representative Matters, and shall be entitled to rely conclusively (without further evidence of any kind whatsoever) on any document executed or purported to be executed on behalf of any Seller by Sellers' Representative with respect to any Representative Matters, and on any other action taken or purported to be taken on behalf of any Seller by the Sellers' Representative with respect to any Representative Matters, as fully binding, final and conclusive upon such Seller.

(d) All authority of the Sellers' Representative granted hereunder, including without limitation, the power of attorney granted in Section 11.14(a): (i) is coupled with an interest and is irrevocable; (ii) may be delegated by the Sellers' Representative; and (iii) shall survive the dissolution, death or incapacity of any Seller and continue until all rights and obligations of all Sellers have expired, been terminated or fully performed.

(e) If (x) the Sellers' Representative shall die, become disabled, resign or otherwise be unable to fulfill his, her or its responsibilities as agent of the Sellers, or (y) the Sellers' Representative is removed by the Sellers holding at least a majority of the Company Stock outstanding immediately prior to Closing, then Sellers holding at least a majority of the Company Stock outstanding immediately prior to Closing shall, within ten (10) days after such removal, death or disability, appoint a successor agent for the Sellers by vote of the Sellers holding at least a majority of the Company Stock outstanding immediately prior to Closing and, promptly thereafter, the Sellers holding at least a majority of the Company Stock outstanding immediately prior to Closing shall notify Buyer of the identity of such successor. Any such successor shall become the "the Sellers' Representative" for purposes of this Agreement. If for any reason there is no Sellers' Representative at any time, all references herein to Sellers' Representative shall be deemed to refer to the Sellers.

(f) All expenses incurred by Sellers' Representative in connection with the performance of his duties as Sellers' Representative shall be borne and paid exclusively by the Sellers out of their own funds. The Sellers jointly and severally indemnify and hold harmless the Sellers' Representative for any and all claims debts, losses or other liabilities of any sort whatsoever incurred by the Sellers' Representative in connection with actions taken or omitted as Sellers' Representative, including without limitation, claims by one or more of Sellers, and excluding only claims, losses and liabilities based upon a finding by a court of competent jurisdiction that the Sellers' Representative committed fraud in execution of his duties as Sellers' Representative that caused such losses or liabilities. All of the indemnities, immunities and powers granted to the Sellers' Representative under this Agreement shall survive the termination of this Agreement.

(g) Sellers' Representative represents and warrants to the Company and Buyer that (i) Sellers' Representative has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) the execution and delivery by Sellers' Representative of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Sellers' Representative, and no other authorization or consent of Sellers' Representative or its equityholders is necessary, and (iii) this Agreement has been duly executed and delivered by Sellers' Representative, and, assuming this Agreement constitutes the valid and binding obligation of the other parties hereto, this Agreement constitutes a valid and binding obligation of Sellers' Representative, enforceable against Sellers' Representative in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar applicable Laws affecting or relating to creditors' rights generally and general principles of equity, regardless of whether asserted in a proceeding in equity or at law.

11.15 Releases.

(a) Effective upon the Closing, (i) each Seller, on behalf of itself and each of their respective Affiliates, successors and assigns (collectively, the "Seller Releasers"), hereby knowingly, willingly, irrevocably and expressly waives, acquits, remises, discharges and forever releases the Company Group, their current and former Subsidiaries,

and each of their respective Representatives (collectively, the "Released Parties") from any and all Liabilities to such Seller Releasers that arose at or prior to the Closing, or as a result of facts or circumstances occurring prior to the Closing, of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, accrued or unaccrued, direct or indirect, due or to become due, matured or unmatured or determined or determinable, and whether arising under any Law, Contract, whether written or oral, or otherwise at law or in equity, which any of the Seller Releasers has had, now has, or may have in the future against the Released Parties, and (ii) each Seller, on behalf of itself and each of the Seller Releasers, hereby irrevocably agrees that it shall not, and it shall cause each such Seller Releaser not to, seek to recover any amounts in connection therewith or thereunder from any Released Party. Notwithstanding the foregoing, each Seller Releaser retains, and does not release (x) its rights and interests under this Agreement or any of the other agreements contemplated hereby and executed and delivered in connection herewith, (y) any Seller Releaser' s rights to indemnification and/or advancement of expenses in such Seller Releaser' s capacity as an officer, director or manager of the Company, or (z) to the extent any Seller Releaser is an employee of any Released Party, any claims for ordinary course base compensation for the payroll period which includes the Closing Date.

11.16 Conflict Waiver; Attorney-Client Privilege.

(a) Each of the parties hereto acknowledges and agrees, on its own behalf, and on behalf of its directors, members, shareholders, partners, officers, employees and Affiliates that:

(i) Johnston, Allison & Hord, P.A. has acted as counsel to Sellers' Representative and its Affiliates (individually and collectively, the "Seller Group") and the Company Group in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. Buyer agrees, and shall cause the Company Group to agree, that, following consummation of the transactions contemplated hereby, such representation and any prior representation of the Company Group by Johnston, Allison & Hord, P.A. (or any successor) (the "Seller Group Law Firm") shall not preclude Seller Group Law Firm from serving as counsel to the Seller Group or any director, member, shareholder, partner, officer or employee of the Seller Group, in connection with any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated hereby.

(ii) Buyer shall not, and shall cause the Company Group not to, seek or have Seller Group Law Firm disqualified from any such representation based upon the prior representation of the Company Group by Seller Group Law Firm. Each of the parties hereto hereby consents thereto and waives any conflict of interest arising from such prior representation, and each of such parties shall cause any of its Affiliates to consent to waive any conflict of interest arising from such representation. Each of the parties acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that the parties have consulted with counsel or have been advised they should do so in connection herewith. The

covenants, consent and waiver contained in this Section 10.16 shall not be deemed exclusive of any other rights to which Seller Group Law Firm is entitled whether pursuant to law, contract or otherwise.

(b) All communications between the Seller Group or the Company Group, on the one hand, and Seller Group Law Firm, on the other hand, relating to the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (the "Deal Communications") shall be deemed to belong solely to the Seller Group and shall not pass to or be claimed by Buyer or the Company Group. Accordingly, Buyer and the Company Group shall not have access to any Deal Communications or to the attorney work product of Seller Group Law Firm relating to such engagement from and after Closing. All Deal Communications that are attorney-client privileged (the "Privileged Communications") shall remain privileged after the Closing and the privilege and the expectation of client confidence relating thereto shall belong solely to the Seller Group, shall be controlled by the Sellers' Representative on behalf of the Seller Group, and shall not pass to or be claimed by Buyer or any of its Subsidiaries (including the Company Group). Without limiting the generality of the foregoing, from and after the Closing, (i) to the extent that attorney work product of Seller Group Law Firm in respect of such engagement constitute property of the client, only the Seller Group (and not Buyer nor the Company Group) shall hold such property rights, and (ii) Seller Group Law Firm shall have no duty whatsoever to reveal or disclose any such attorney-client communications or attorney work product related to the Deal Communications to Buyer or the Company Group by reason of any attorney-client relationship between Seller Group Law Firm and the Company Group or otherwise; provided, that, to the extent any communication is both related and unrelated to this Agreement and the transactions contemplated hereby, Seller Group Law Firm shall provide (and the Sellers' Representative, for and on behalf of the Sellers, shall instruct Seller Group Law Firm to provide) appropriately redacted versions of such communications, attorney work product to Parent or its Affiliates, including the Company Group. Notwithstanding the foregoing, in the event that a dispute arises between Buyer or its Affiliates (including the Company Group), on the one hand, and a third party other than any of the Seller Group, on the other hand, Buyer and its Affiliates (including the Company Group) may assert the attorney-client privilege to prevent disclosure of Privileged Communications to such third party; *provided*, *however*, *that* neither Buyer nor any of its Affiliates (including the Company Group) may waive such privilege without the prior written consent of the Sellers' Representative, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Buyer or any of its Affiliates (including the Company Group) is legally required by Governmental Order or otherwise legally required to access or obtain a copy of all or a portion of the Deal Communications, to the extent (x) permitted by applicable Law, and (y) advisable by Buyer' s counsel, then Buyer shall immediately (and, in any event, as promptly as practicable) notify Sellers' Representative in writing so that Sellers' Representative can seek a protective order (at the sole expense of the Sellers).

(c) This Section 11.16 is intended for the benefit of, and shall be enforceable by, Seller Group Law Firm. This Section shall be irrevocable, and no term of this Section may be amended, waived or modified, without the prior written consent of Seller Group Law Firm.

(d) The foregoing waiver and acknowledgement of retention of control will not extend to any communication not involving this Agreement or any other agreements or transactions contemplated hereby and thereby, or the subject matter hereof or thereof, or to communications with any Person other than the Seller Group.

[SIGNATURE PAGE FOLLOWS]

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

BUYER: **PALADINA DPC HOLDING CO., LLC**

By: /s/ Christopher Miller

Name: Christopher Miller

Title: Chief Executive Officer

PARENT: **PALADINA HEALTH HOLDINGS, LLC**

By: /s/ Christopher Miller

Name: Christopher Miller

Title: Chief Executive Officer

[*signatures continue on following page(s)*]

COMPANY: **HEALTHSTAT, INC.**

By: /s/ David L. Dale, Jr.

Name: David L. Dale, Jr.

Title: CEO

HSW: **HEALTHSTAT WELLNESS, INC.**

By: /s/ Warren A. Hutton

Name: Warren A. Hutton

Title: Asst. Sec.

SELLERS: /s/ David L. Dale, Jr.

David L. Dale, Jr.

CROCKETT DALE FAMILY, LLC

By: /s/ David L. Dale, Jr.
David L. Dale, Jr., Manager

ROBERT ERIC HART REVOCABLE TRUST

By: /s/ Robert Eric Hart
Dr. Robert Eric Hart, Trustee

/s/ Robert Eric Hart

Dr. Robert Eric Hart

/s/ Warren A. Hutton

Warren A. Hutton

/s/ Susan C. Kinzler

Susan C. Kinzler

/s/ Brian L. Haverdink

Brian L. Haverdink

SELLERS' REPRESENTATIVE: **HSSR LLC**

By: /s/ Warren A. Hutton

Warren A. Hutton, Manager

SELLER HART: /s/ Robert Eric Hart

Dr. Robert Eric Hart

BUYER DESIGNEE: /s/ Tobias Barker, M.D.

Dr. Tobias Barker

Annex I
Payment Spreadsheet

Annex II
Certain Definitions

1. The term "Affiliate" means, with respect to a specified Person, any other Person or member of a group of Persons acting together that, directly or indirectly, through one or more intermediaries, controls, or is controlled by or is under common control with, the specified Person.

2. The term "Buyer Designee" means a licensed medical professional permitted by Law to own the HSW Stock and designated by Buyer prior to the HSW Closing.

3. The term "Business" means the business currently conducted by the Company Group as of the date hereof.

4. The term "Business Day" means a day on which the banks in New York, New York are legally authorized to be open for business.

5. The term "Buyer Fundamental Representations" means the representations and warranties set forth in Section 4.1 (Organization) and Section 4.2 (Authority).

6. The term "CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act for 2020.

7. The term "Cash" means, with respect to any Business Day in question, the sum of all cash, cash equivalents and marketable securities owned by the Company and HSW, as computed in accordance with GAAP (reduced by Restricted Cash) to the extent such cash, cash equivalents and marketable securities are not Restricted Cash on such Business Day.

8. The term "Class A Stock" means Class A Voting Common Stock of the Company.

9. The term "Class B Stock" means Class B Non-Voting Common Stock of the Company.

10. The term "Closing Cash Consideration" means the aggregate amount of (i) One Hundred and Twenty-One Million Dollars ($121,000,000), minus (ii) the Rollover Amount, minus (iii) the Earnout Amount, plus (iv) the Closing Cash, determined in accordance with Section 1.3(c), minus (v) the Closing Indebtedness, determined in accordance with Section 1.3(c), minus (vi) the Closing Transaction Expenses, determined in accordance with Section 1.3(c), and either plus (vii) the amount, if a positive number, by which the Closing Working Capital, determined in accordance with Section 1.3(c), is greater than the Target Upper Working Capital or minus (viii) the amount, if a positive number, by which the Target Lower Working Capital is greater than the Closing Working Capital, determined in accordance with Section 1.3(c), if any, minus (ix) $1,000.

11. The term "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

12. The term "Company Fundamental Representations" means the representations and warranties set forth in Section 2.1 (Organization), Section 2.2 (Capitalization), Section 2.6 (Authority), Section 2.19 (Taxes), and Section 2.24 (Financial Advisors).

13. The term "Company Group" means, collectively, the Company and HSW. For the avoidance of doubt, MHM shall not be considered a Subsidiary of the Company or part of the Company Group.

14. The term "Company Stock" means Class A Stock and Class B Stock.

15. The term "Contract" means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, license, purchase order, task order, commitment or other arrangement, understanding, undertaking, commitment or obligation, whether oral or written.

16. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, whether direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

17. The term "Earnout Amount" means Thirty-One Million Dollars ($31,000,000).

18. The term "Environmental Law" means any Law as now or hereafter in effect in any way relating to protection of the environment or natural resources, including those Laws relating to the storage, handling and use of Hazardous Material; those Laws relating to the presence, use, manufacturing, refining, production, generation, handling, recycling, transfer, processing, treatment, storage, transport, disposal, distribution, importing, labeling, testing or other management of Hazardous Material; those Laws relating to the Release, threatened Release, reporting, discharge, investigation, remediation, control, cleanup or other action or failure to act involving Hazardous Material; those Laws relating to the protection of threatened or endangered species or environmentally sensitive areas; and those Laws relating to the reporting or control of greenhouse gas emissions. Environmental Law includes the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), as each has been or may be amended and the regulations promulgated pursuant thereto.

19. The term "Environmental Liabilities" means any and all Liabilities, responsibilities, claims, suits, losses, costs (including remediation, removal, response, abatement, clean-up, investigative and/or monitoring costs and any other related costs and expenses), other causes of action, damages, settlements, expenses, charges, assessments, liens, penalties, fines, prejudgment and post-judgment interest, attorney fees and other legal fees (a) arising under or in connection with any Environmental Laws or (b) pursuant to any claim by a Governmental Body or other Person for personal injury, property damage, damage to natural resources, investigation, remediation, monitoring or similar costs or expenses

incurred or asserted by such Governmental Body or Person pursuant to common law or statute arising out of the presence, use, manufacture, generation, handling, treatment, storage, disposal, discharge, leak, Release, transportation or other use of any Hazardous Material.

20. The term "Environmental Permit" means any Permit required by Environmental Laws for the occupation of the Company Group' s and MHM' s facilities or the operation of the Business.

21. The term "ERISA" means the Employee Retirement Income Security Act of 1974.

22. The term "ERISA Affiliate" means any entity that would have ever been considered a single employer with the Company under Section 4001(b) of ERISA or part of the same "controlled group" as the Company for purposes of Section 302(d)(3) of ERISA.

23. The term "Estimated Closing Working Capital Shortfall" means the amount, if a positive number, by which the Target Lower Working Capital is greater than the Estimated Closing Working Capital.

24. The term "Estimated Closing Working Capital Surplus" means the amount, if a positive number, by which the Estimated Closing Working Capital is greater than the Target Upper Working Capital.

25. The term "Federal Health Care Program" means Medicare, TRICARE, Medicaid, other similar federal, state and local programs for which the federal government pays, in whole or in part, directly or indirectly, for the provision of services or goods to beneficiaries of the applicable program.

26. The term "Fundamental Representations" means the Company Fundamental Representations, Seller' s Fundamental Representations, and Buyer Fundamental Representations.

27. The term "GAAP" means United States generally accepted accounting principles.

28. The term "Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its structure and internal affairs. For example, the Governing Documents of a limited liability company formed under the Laws of one of the states of the United States are its certificate (or articles) of formation and limited liability company agreement or operating agreement currently in effect. With respect to HSW, the Governing Documents shall also include any "friendly PC"-model documents, including the management services agreement, loan agreement, and Succession Agreement.

29. The term "Governmental Body" means any competent government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign or domestic, federal, state or local or any legislature, agency, bureau, branch, department, division, commission, quasi-governmental body or other instrumentality or authority thereof, or any court, tribunal, justice or arbitrator (public or private).

30. The term "Government Contract" means any Contract, including any individual task order, delivery order, purchase order or blanket purchase agreement, between (a) a member of the Company Group or MHM, on the one hand, and any Governmental Body, on the other, or (b) a member of the Company Group or MHM, on the one hand, and any prime contractor, higher tier subcontractor to any Governmental Body, on the other, by which a member of the Company Group or MHM agrees to provide goods or services that will ultimately be delivered to or otherwise benefit such Governmental Body.

31. The term "Hazardous Material" means any substance, material or waste that is regulated because of its effect or potential effect on public health, worker/occupational health and safety, or the environment, including any material, substance or waste that is recycled, or that is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "solid waste," "pollutant or contaminant," "toxic waste" or "toxic substance" under any provision of Environmental Law, and including petroleum or any fraction thereof, petroleum products, natural gas, natural gas liquids, liquefied natural gas or synthetic gas, asbestos, asbestos-containing material, mold, radiation, urea formaldehyde and polychlorinated biphenyls.

32. The term "Health Care Laws" means all applicable Laws relating to the provision of health care services, patient health information, patient abuse, the quality and medical necessity of medical care, rate setting, equipment, personnel, corporate practice of medicine, and fee splitting and telemedicine/telehealth services (provided in-state or out-of-state).

33. The term "HIPAA" means U.S. Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. Section 17921 et seq.), and all regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transactions Standards (45 C.F.R. Parts 160 and 162), the Security Standards (45 C.F.R. Parts 160, 162 and 164), and the Breach Notification Rule (45 C.F.R. Parts 160 and 164 Parts A and D) as amended by the HITECH Act, the 21st Century Cures Act (Pub. L. 114-255), and as otherwise may be amended from time to time by Congress and/or rulemaking authority of the Secretary of the Department of Health and Human Services.

34. The term "HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

35. The term "HSW Stock" means shares of stock of HSW.

36. The term "Indebtedness" means, without duplication, all obligations (a) (including in respect of principal, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any) and other fees and charges) of the Company and HSW (i) in respect of indebtedness of such Person for money borrowed or issued in substitution for or exchange of indebtedness for money borrowed, including, for the avoidance of doubt, any indebtedness incurred under the CARES Act (including the Paycheck Protection Program) and the Company' s line of credit with Truist (formerly BB&T); (ii) for indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of

which such Person is responsible or liable; (iii) under leases required to be capitalized in accordance with GAAP; (iv) for the reimbursement of any obligor with respect to amounts drawn on any letter of credit, banker' s acceptance, surety bond, performance bond or similar credit transaction; (v) under interest rate or currency swap transactions or other hedging, forward and derivate arrangement (valued at the termination value thereof); (vi) for the deferred purchase price of property or services, including any earn-out, seller-notes, holdbacks, installment obligations or deferred settlement payments (whether or not contingent), but excluding ordinary course trade payables, and including outstanding amounts due pursuant to that certain Contract Assignment, License and Purchase Agreement, dated as of February 4, 2020, by and between Sentry and the Company; (vii) for conditional sale obligations of such Person and all obligations of such Person under any title retention agreement; (viii) to purchase, redeem, retire, defease or otherwise acquire for value any equity interests of such Person or any warrants, rights or options to acquire such equity interests; (ix) for all accrued and unpaid, and incurred and unpaid, Taxes of such Person for Pre-Closing Tax Periods, which shall also include for this purpose (A) any Taxes deferred pursuant to Section 2302 of the CARES Act (or any similar provision of federal, state, local or non-U.S. Law), (B) any Taxes that will be imposed with respect to deferred revenue or prepaid amounts arising in any Pre-Closing Tax Period, and (C) all Taxes with respect to any amounts that are required to be taken into taxable income for any Tax Period (or portion thereof) beginning after the Closing Date as a result of any change in method of accounting for a Taxable Period (or portion thereof) ending on or prior to the Closing Date, including, without limitation, through the application of Section 481 or Section 263A of the Code (or corresponding provisions of state or foreign Tax laws) to transactions, events or accounting methods employed prior to the Closing, but in each case, such Taxes shall be calculated as if the only sources of taxable income, gain, deduction or loss for the entity for such Tax Period (or portion thereof) beginning after the Closing Date is (1) the taxable income or gain for such period (or portion thereof) associated with the change in method of accounting prior to the Closing Date and (2) any deduction actually taken by the entity in such Tax Period (or portion thereof) beginning after the Closing Date for any net operating loss carryforward amounts attributable to a Pre-Closing Tax Period (limited, for the avoidance of doubt, to the extent such net operating loss deduction can actually be deducted by such entity in such Tax Period after the application of any such limitations on the amount or use of such net operating loss carryforwards); provided, however, that the amount set forth in this clause (C) shall not be less than zero; (x) for all obligations relating to any accrued interest, fees, costs, expenses, premiums, penalties, make-whole payments, "breakage costs" and other similar obligations owed in respect of any outstanding Indebtedness or that may become payable as a result of the consummation of the transactions contemplated by this Agreement (except, for the avoidance of doubt, to the extent accounted for in Transaction Expenses); (xi) relating to obligations that are required to be reflected as debt obligations in accordance with the Accounting Principles; (xii) for unpaid amounts under any settlement agreements entered into by any Company and HSW prior to Closing, including, for the avoidance of doubt, the settlement agreement with Pro-Change Behavior Systems, Inc. and/or its Affiliates; (xiii) to the extent unpaid as of immediately prior to the Closing Date, for the aggregate amount of the Company' s and HSW' s obligations for accrued but unpaid bonus payments in respect of fiscal year 2020 (including the employer' s portion of any social security, Medicare, FUTA or any other

payroll Taxes associated with any such amounts; (xiv) under any commitments for capital expenditure included in accounts payable, notes payable and other payables of the Business; (xv) for any deferred revenue, unearned revenue, prepaid deposits and performance guarantee liabilities, cash received by the Company and HSW that is subsequently used for clinic build outs for new clients and prepaid flu shot deposits; (xvi) for any paid time off, including vacation, personal and sick days, accrued but unused by employees of the Company and HSW prior to the Closing under any Plan; (xvii) *intentionally deleted*; (xviii) for any declared but unpaid dividends or distributors, (xix) relating to any unpaid self-insurance medical claims and any insurance incurred but not reported (IBNR) reserves; and (xx) for any liabilities accrued in connection with the 401(k) Plan; (b) all obligations of the type referred to in clause (a) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, including guarantee obligations of any client of the Business; and (c) all obligations of the type referred to in clauses (a) and (b) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person). Notwithstanding the foregoing, to the extent there is any Restricted Cash associated with any item described above, such amount shall be netted against the corresponding item of Indebtedness.

37. The term "Intellectual Property" means all of the following, as they exist in any jurisdiction throughout the world: (a) patents, patent applications of any kind and patent rights; (b) registered and unregistered trademarks, service marks, trade names, trade dress, corporate names, logos, slogans, Internet domain names, rights to social media accounts, and other indicia of source, origin or quality, together with all registrations and applications for registration of any of the foregoing; (c) copyrights in both published and unpublished works and registrations and applications for registration of any of the foregoing; (d) trade secrets and other confidential or proprietary information (including customer and supplier lists, customer and supplier records, pricing and cost information, proprietary business information, plans, Technology and business, financial, sales and marketing plans) and rights under applicable trade secret law in the foregoing; (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.

38. The terms "Knowledge" and "known" and words of similar import mean:

(a) with respect to the Company Group, MHM and the Sellers: the Company Group and the Sellers will be deemed to have "Knowledge" of a particular fact, circumstance, event or other matter, and the particular fact, circumstance, event or other matter will be deemed to be "known" by the Company Group, MHM or the Sellers, as applicable, if one or more of the Company Knowledge Parties has actual knowledge of such matter after reasonable inquiry of his or her direct reports; David L. "Crockett" Dale, Jr., Dr. Robert Eric Hart, Warren A. Hutton, and Susan C. Kinzler are the "Company Knowledge Parties"; and

(b) with respect to Buyer: Buyer will be deemed to have "Knowledge" of a particular matter, and the particular fact, circumstance, event or other matter, and the

particular fact, circumstance, event or other matter will be deemed to be "known" by Buyer, if one or more of any director, the President, or the Chief Financial Officer of Buyer, or the employee of Buyer directly responsible for leading the transaction to be consummated through this agreement ("Buyer Knowledge Parties") has actual knowledge of such fact, circumstance, event or other matter after reasonable inquiry of his or her direct reports.

39. The term "Law" means any foreign, federal, state or local law (including common law), constitution, convention, statute, code, ordinance, rule, regulation, treaty, Order or other requirement that is enacted, adopted, promulgated or applied by any Governmental Body.

40. The term "Legal Proceeding" means any judicial, administrative or arbitral action, petition, pleas, charge, complaint, suit, demand, litigation, arbitration, mediation, hearing, proceeding or claim (including any counterclaim) by or before a Governmental Body.

41. The term "Liability" means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, absolute or contingent, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation).

42. The term "Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, license, servitude, proxy, voting trust or agreement, transfer restriction under any equity holder or similar agreement, encumbrance or any other restriction or limitation whatsoever.

43. The term "Loss" or "Losses" mean all losses, Liabilities, claims, obligations, deficiencies, demands, Taxes, judgments, damages, interest, fines, penalties, assessments, awards, costs and reasonable expenses (including costs of investigation and defense and reasonable attorneys' and other professionals' fees), whether or not involving a third-party claim; provided, however, that in no event shall "Loss" or "Losses" include any punitive or exemplary damages, except to the extent the same become payable to a third party.

44. The term "Management Agreement" means that certain the Management Services Agreement, dated as of August 1, 2018, by and among the Company and HSW.

45. The term "Material Adverse Effect" means any event, change or effect that is, or would reasonably be expected to have, individually or in the aggregate, with or without the lapse of time, a materially adverse effect on (x) the Business, assets, liabilities, result of operations of the Company Group or the condition (financial or otherwise) of the Company Group, taken as a whole, or (y) the ability of the Company Group or the Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, that none of the following shall constitute or shall contribute to causing, and no event, change or effect resulting from or arising out of any of the following shall constitute or contribute to causing a Material Adverse Effect: (a) any announcement of or the Closing under this Agreement or the transactions pursuant hereto, including, without limitation, the identity of the Buyer and/or the threatened or actual impact on relationships of the

Company Group with one or more customers, vendors, suppliers, distributors, landlords or employees, including, without limitation one or more of threatened or actual termination, suspension, modification or reduction of such relationships; (b) changes in the national or world economy or in the financial markets as a whole and changes in general economic conditions that affect the industries in which the Company Group conducts business; (c) changes in applicable Law, rules or regulations and changes in GAAP or interpretation thereof after the Closing Date; (d) the failure, in and of itself, of the Company Group to meet any estimates of revenues, earnings, financial projections, performance measures or operating statistics (although any facts and circumstances that may have given rise or contributed to any such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect); (e) any changes in financial, banking or securities markets in general, including any disruption thereof, and any decline in the price of any security or any market index or any change in prevailing interest rates; (f) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (g) any natural or man-made disaster or act of God; or (h) any local, regional, national, or global health emergencies, including without limitation the COVID-19 pandemic or any other pandemics; provided, however, that any change, circumstance or event referenced in clauses (b), (c), (e), (f), or (g) shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such change, circumstance or event has a disproportionate effect on the Company Group as compared to other participants in the industry in which the Company Group operates.

46. The term "MHM" shall mean Medsite Health Management, LLC, an Arkansas limited liability company d/b/a Healthstat Arkansas.

47. The term "MHM Service Providers" means, collectively, the employees and independent contractors of MHM.

48. The term "Order" means any order, decision, verdict, injunction, judgment, decree, ruling, writ, subpoena, mandate, directive, consent, assessment or arbitration award of a Governmental Body.

49. The term "Payoff Letters" means payoff letter(s) provided by the Company, HSW and MHM at least three (3) Business Days prior to the Closing Date in form and substance reasonably acceptable to Buyer, signed by the Persons to which Indebtedness is payable, setting forth (a) the amount required to pay off in full at the Closing all amounts owing in connection with such Indebtedness (including, but not limited to, the outstanding principal, accrued and unpaid interest and prepayment and other penalties); (b) wire transfer instructions for the payment of such amounts; and (c) the commitment to release any and all Liens, that such Person may hold on any of the assets of the Company, HSW and MHM within a designated time period after the Closing Date upon receipt of the payoff amount set forth therein.

50. The term "Payor" means a nongovernmental payor, private insurer, health maintenance organization, preferred provider organization, health care service plan or other third party payor, under any applicable Law.

51. The term "Permitted Exceptions" means (a) statutory Liens for current Taxes not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; (b) mechanics' , carriers' , workers' and repairers' Liens incurred in the ordinary course of business that are not material to the business, operations and financial condition of the Leased Real Property so encumbered and that do not relate to amounts past due and are not resulting from an alleged breach, default or violation by the Company of any Contract or Law; (c) zoning, entitlement and other land use regulations by any Governmental Body, provided, that such regulations have not been violated; and (d) such other imperfections or irregularities in title, if any, that, in any case or on the aggregate, are not substantial in amount and would not reasonably be expected to materially impair the operations of the Company.

52. The term "Person" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, association, organization, Governmental Body or other entity of any kind or nature.

53. The term "Personal Data" means any and all data that identifies or relates to an individual that is regulated, protected or restricted by applicable Law, including all "Protected Health Information" or ("PHI") (as such term is defined by HIPAA).

54. The term "Plans" means (a) all "employee benefit plans" as defined in Section 3(3) of ERISA whether or not subject to ERISA, (b) all specified fringe benefit plans as defined in Section 6039D of the Code and all other bonus, incentive compensation, deferred compensation, profit-sharing, stock option, stock appreciation right, stock bonus, stock purchase, employee stock ownership, equity compensation award, savings, severance, employment, retention, change of control, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, dental, disability, accident, group insurance, vacation, holiday, sick leave, other paid-time-off program, fringe benefit, employee loan program or welfare plan, and any other employee, consultant or director compensation or benefit plan, program, agreement, policy, practice, commitment, Contract, understanding or other arrangement (whether or not subject to ERISA, written or unwritten), and all other employee benefit plans, programs, agreements, policies, and arrangements not described in (a) above, and (c) plans or arrangements providing compensation to employees and non-employee directors, in each case in which the Company or any ERISA 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 the Company (or their spouses, dependents, or beneficiaries).

55. The term "Post-Closing Tax Period" means any Taxable Period beginning after the Closing Date, and, with respect to a Straddle Period, the portion of such Straddle Period beginning the day after the Closing Date.

56. The term "Pre-Closing Tax Period" means any Taxable Period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period ending on the Closing Date.

57. The term "Privacy Laws" means all Laws of a Governmental Body concerning privacy or security of personally identifiable information, personal information or Personal Data, or information about an identified or identifiable person.

58. The term "Purchased Stock" means the Company Stock of the Company being transferred to Buyer at the Closing, as set forth on Annex I hereto.

59. The term "Regulatory Permits" means the Permits set forth on Schedule 10.1(a)(vii).

60. The term "Regulatory Permit Escrow Amount" means $11,111.11 per Permit set forth on Schedule 10.1(a)(vii) that is not obtained prior to the Closing.

61. The term "Release" means any release, spill, emission, leaking, pumping, pouring, injection, deposit, dumping, emptying, disposal, discharge, dispersal, leaching or migration.

62. The term "Representatives" means a Person' s officers, directors, members, managers, Affiliates, equityholders or employees or any investment banker, attorney or other advisor or representative retained by such Person.

63. The term "R&W Insurance" means the representation and warranty insurance policy to be obtained by the Buyer pursuant to Section 6.6 above.

64. The term "Restricted Cash" means any cash deposits, security deposits, cash in reserve accounts, cash escrow accounts, custodial cash and cash otherwise subject to any legal or contractual restriction on the ability to freely transfer or use such cash for any lawful purpose (including, for the avoidance of doubt, any legal or contractual restriction that would result in the imposition of any costs or Taxes) and any outstanding check balances of the Company, HSW and MHM).

65. The term "Rollover Holders " means the Sellers.

66. The term "Rollover Interests" means those shares of the Company Stock, as set out in Annex I, that the Rollover Holders rollover into the final entity structure.

67. The term "Seller' s Fundamental Representations" means the representations and warranties of each Seller severally set forth as to himself, herself or itself in Section 3.1 (Residence; Organization), Section 3.2 (Authority), Section 3.3 (Title to Purchased Stock) and Section 3.4(a)(i) (No Violation; Consents).

68. The term "Sentry" means Edumedics, LLC (d/b/a SentryHealth).

69. The term "Software" means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source

code or object code; (b) databases and compilations, including any and all data and collections of data, whether machine-readable or otherwise; (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (d) all documentation, including user manuals and other training documentation related to any of the foregoing.

70. The term "Subsidiary" or "Subsidiaries" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of the equity interests of such entity entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the equity interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity' s gains or losses or shall be or control any manager, management board, managing director or general partner of such business entity (other than a corporation). The term "**Subsidiary**" shall include all Subsidiaries of such Subsidiary.

71. The term "Succession Agreement" means that certain Succession Agreement, dated as of August 1, 2018, by and among the Company, HSW and Seller Hart.

72. The term "Target Lower Working Capital" means $11,357,000.

73. The term "Target Upper Working Capital" means $11,557,000.

74. The term "Tax" or "Taxes" means (a) any U.S. federal, state, local or non-U.S. tax or taxes, including (without limiting the generality of the foregoing) income, gross receipts, capital stock, franchise, profits, withholding, social security, medicare, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, alternative minimum, estimated, environmental, payroll, use, sales, business license, customs, tariffs, imposts, assessments, transfer, value added, imputed underpayment amounts, unclaimed property or escheat, and occupation taxes, and any obligations and charges of the same or a similar nature to any of the foregoing, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, whether disputed or not, in each instance including any interest, penalties or other additions to tax related thereto; (b) any obligations with respect to such amounts described in clause (a) arising as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any obligations with respect to amounts described in clauses (a) or (b) as a result of being a transferee or successor to any Person, by operation of applicable Law, or under any agreements or arrangements with any other Person.

75. The term "Tax Period" or "Taxable Period" means any period prescribed by any Governmental Body for which a Tax Return is required to be filed or a Tax is required to be paid.

76. The term "Tax Return" means any return, declaration, report, form, claim for refund, information return or statement or other document (including schedules, attachments, supplements and any related or supporting information) filed or required to be filed with respect to Taxes, including any amendment thereto.

77. The term "Taxing Authority" means the IRS and any other Governmental Body responsible for the administration of any Tax.

78. The term "Technology" means, collectively, Software, information, designs, source code, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, tools, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings and registered domain names, website pages and other website development, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology.

79. The term "Transaction Expenses" means all unpaid (whether or not accrued) fees or other payments or obligations owed to third parties by the Company and HSW (including those fees, expenses, payments and obligations incurred by any Seller on behalf of the Company and HSW), arising from, related to or in connection with the negotiation, preparation, execution, delivery and performance of this Agreement, the transactions contemplated hereby and any due diligence requests or activity related to such transactions, including, without limitation, (a) financial advisors' , attorneys' , accountants' , advisors' , brokers' , bankers' and other professional fees and expenses, (b) fifty percent (50%) of the R&W Insurance Premium, (c) the fees and expenses to obtain the D&O Tail Policy, (d) any Transfer Taxes, (e) the termination of any Related Party Transaction, (f) any and all sale, change of control, retention, severance or similar bonuses, and any liability of a Person under deferred compensation plans, phantom stock plans, severance, separation or similar payments payable to current or former employees which are or become payable or due by the Company and HSW prior to or as a result of the Closing, and (g) the employer' s portion of any social security, Medicare, FUTA or any other payroll Taxes associated with any such amounts described in clauses (a) - (f).

80. The term "Willful Breach" means (i) an action or failure to act by one of the Parties that constitutes a material breach of this Agreement, and such action was taken or such failure occurred with such Party' s knowledge or intention that such action or failure to act reasonably could be expected to constitute a material breach of this Agreement, and such breach (a) resulted in, or contributed to, the failure of any of the conditions to the Closing to be satisfied, or (b) resulted in, or contributed to, the Closing not being consummated at the time the Closing would have occurred pursuant to Section 1.4, (ii) the failure of Buyer to deliver at the Closing the full Purchase Price payable pursuant to this Agreement, or (iii) an action or failure to act by Buyer that permits a termination of this Agreement pursuant to Section 8.1(c)(ii).

81. The following terms are defined in the corresponding sections:

Term	Section
"401K Plan"	5.7
"Acquisition Proposal"	5.3
"Aggregate Contingent Payment"	1.12(b)
"Adjustment Escrow Account"	1.9(b)
"Adjustment Escrow Amount"	1.9(b)
"Agreement"	Preamble
"Annual Financial Statements"	2.7(a)
"Antitrust Requirements"	7.2(b)
"BDO"	1.3(f)
"Buyer"	Preamble
"Buyer Documents"	4.2
"Buyer Indemnified Parties"	10.1(a)
"Buyer Prepared Income Tax Return"	9.2
"Buyer Prepared Tax Return"	9.2
"Client/Clinic Revenue"	1.12(b)
"Clinic Leases"	2.14
"Clinics"	2.1(b)
"Closing"	1.4
"Closing Cash"	1.3(c)
"Closing Cash Consideration"	1.3(c)
"Closing Date"	1.4
"Closing Indebtedness"	1.3(c)
"Closing Statement"	1.3(c)
"Closing Transaction Expenses"	1.3(c)
"Closing Working Capital"	1.3(c)
"Collective Bargaining Agreement"	2.11(c)
"Common Units"	Recitals
"Company"	Preamble
"Company Documents"	2.6
"Company Service Providers"	2.11(a)
"Confidential Information"	5.6
"Confidentiality Agreement"	6.2
"Contingent Cash Payment"	1.12(a)
"Contingent Equity Issuance	1.12(a)
"Contingent Payment Statement"	0
"CP Dispute Notice"	0
"CP Review Period"	0
"D&O Indemnified Person"	6.3(a)
"D&O Tail Policy"	6.3(b)

Term	Section
“DEA”	2.12(d)
“Deal Communications	11.16(b)
“Dispute Notice”	1.3(e)
“Disputed Item”	1.3(e)
“Dollars”	11.11
“Earnout Period”	1.12(b)
“Escrow Agent”	1.9(b)
“Escrow Agreement”	1.9(b)
“Estimated Cash”	1.3(b)
“Estimated Cash Consideration”	1.3(b)
“Estimated Closing Balance Sheet”	1.3(b)
“Estimated Closing Statement”	1.3(b)
“Estimated Closing Working Capital”	1.3(b)
“Estimated Indebtedness”	1.3(b)
“Estimated Transaction Expenses”	1.3(b)
“Excess Losses”	10.3(g)
“Excluded Matters”	10.3(b)
“Final Cash Consideration”	1.3(f)
“Financial Statements”	2.7(a)
“General Rep Indemnification Claim”	10.3(g)
“Guarantees	6.8
“Guarantor”	6.8
“Hart”	Preamble
“HSW Closing”	1.4
“HSW Closing Date”	1.4
“HSW Service Providers”	2.11(b)
“Indemnity Escrow Account”	1.9(b)
“Indemnity Escrow Amount”	1.9(b)
“Indemnity Release Date”	10.4
“Indemnified Party”	10.5(a)
“Indemnifying Party”	10.5(a)
“Independent Accountant”	1.3(f)
“Interim Financial Statements”	2.7(a)
“Lease Agreements”	2.14
“Leased Real Property”	2.14
“Material Contracts”	2.13(a)
“Maximum Target Client/Clinic Revenue”	1.12
“Minimum Target Client/Clinic Revenue”	1.12
“Notice of Tax Return Dispute”	9.2
“Parent”	Preamble
“Party”	Preamble
“Payment Adjustment Amount”	1.12(b)
“Pending Claim”	1.9(b)
“Permits”	2.10(b)

Term	Section
“Personal Property Leases”	2.4
“Principle Offices Leases”	2.14
“Privacy Policy”	2.12(i)(i)
“Privileged Communications”	11.16(b)
“Purchase Price”	1.2
“Purchase Price Shortfall”	1.3(g)
“R&W Insurance Premium”	6.6
“Regulatory Permit Escrow Account”	1.9(b)
“Regulatory Permit Release Date”	1.9(b)
“Related Party Transaction”	2.23
“Released Parties”	11.15(a)
“Representative Matters”	11.14(a)
“Rollover Agreement”	Recitals
“Rollover Amount”	Recitals
“Section 280G”	5.8
“Section 280G Payments”	5.8
“Securities Act”	4.6
“Seller Documents”	3.2
“Seller Indemnified Parties”	10.2(a)
“Seller Group”	11.16(a)(i)
“Seller Group Law Firm”	11.16(a)(i)
“Seller Releasers”	11.15(a)
“Sellers”	Preamble
“Sellers’ Representative”	11.14(e)
“Special Recovery Proceeds”	10.3(g)
“Specified Customers”	2.15(a)
“Straddle Period”	9.3
“Tax Contest”	9.4
“Terminated Client or Clinic Revenue”	1.12(b)
“Third-Party Claim”	10.5(b)
“Threshold”	10.3(a)
“Transfer Taxes”	9.1
“Union”	2.11(c)
“Working Capital”	1.3(a)

Schedule 1.3(f)

Working Capital Allocation and Closing Cash Determination Dispute Resolution

Schedule 10.1(a)(vii)

Regulatory Permits

Exhibit 10.18

Execution Version

This **MANAGEMENT CONSULTING AGREEMENT** (this "Agreement") is entered into as of June 1, 2018, by and among **PALADINA HEALTH, LLC**, a Delaware limited liability company (the "Company") and **NEA MANAGEMENT COMPANY LLC**, a Delaware limited liability company (the "Consultant").

RECITALS

WHEREAS, certain affiliates of the parties hereto entered into that Equity Purchase Agreement, dated as of May 24, 2018 (the "EPA"), by and among DaVita DPC Holding Co., LLC, a Delaware limited liability company ("Parent"), NEAPH Acquisitionco, Inc., a Delaware corporation ("Purchaser"), Total Renal Care, Inc., a California corporation ("Seller") and the other parties thereto, pursuant to which, among other things, on the terms and subject to the conditions set forth in the EPA, as of the Closing (as defined therein), Purchaser shall have purchased from Seller all of issued and outstanding equity interests of Parent (the "Transaction"); and

WHEREAS, Parent is the direct owner of all of the issued and outstanding equity interests of the Company;

WHEREAS, the Consultant and the Company agree that it is in their respective best interests to enter into this Agreement whereby, for the consideration specified herein, the Consultant shall provide such services as an independent consultant to the Company and its subsidiaries, including consulting, management and advisory services relating to the business and affairs of the Company and its subsidiaries and the review and analysis of certain financial and other transactions involving the Company and its subsidiaries, in each case, on the terms and conditions set forth herein.

AGREEMENT

NOW, **THEREFORE**, in consideration of the foregoing, and the mutual agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Retention of the Consultant. The Company hereby retains the Consultant to provide certain services to the Company and its subsidiaries, and the Consultant accepts such retention, upon the terms and conditions set forth in this Agreement.

Section 2. Term.

(a) The terms of this Agreement shall commence on the date hereof and shall terminate upon the earlier to occur of (i) the date that is ten (10) years following the date of this Agreement, (ii) the date on which the Consultant (together with its affiliates) ceases to (x) own, directly or indirectly, any equity securities of Parent or any of its subsidiaries (including the Company) or (y) have the right to appoint a member to the board of managers or directors, as applicable, of Parent or any of its subsidiaries (including the Company), and (iii) the date on which the Consultant and the Company mutually agree in writing to terminate this Agreement (the "Term").

(b) Upon termination of this Agreement, the Company will immediately pay any accrued and unpaid installments of the fees and expenses (or portion thereof) payable to the Consultant pursuant to Section 4(a). In the event of the bankruptcy or liquidation of Parent, the Company or any of their subsidiaries, all accrued and unpaid installments of the fees and expenses due to the Consultant under this Agreement shall, to the extent allowable under applicable law, be paid to the Consultant before any liquidating distributions or similar payments are made to the direct or indirect equityholders of Parent, the Company or such subsidiaries. Notwithstanding anything contained herein to the contrary, the provisions of this Section 2(b) and of Sections 3(e), 4(a), 5, 6 and 8 through 14 shall survive the termination of this Agreement.

Section 3. Management Consulting Services.

(a) During the Term, the Consultant agrees to perform such reasonable consulting, management and advisory services for Parent, the Company and/or their subsidiaries as the Company may reasonably request from time to time, which services may include: (i) strategic planning services, (ii) meetings with the Company' s officers, managers and other personnel regarding operations and productivity, (iii) development of organizational structure, (iv) assistance with recruitment of personnel, (v) reviewing financial aspects of the Company' s businesses, including financial analysis, projections and budgeting, (vi) negotiation of terms of financing arrangements, and (vii) internal legal consulting. The Consultant shall devote such time and efforts to providing the services as the Consultant shall deem, in its discretion, necessary or appropriate. The services, in the Consultant' s discretion, shall be rendered in person or by telephone or other communication. Except as otherwise expressly agreed to, the Consultant shall have no obligation to the Company as to the manner and time of rendering its services hereunder and shall have no obligation to devote a minimum number of hours on a weekly, monthly, annual or other basis, and the Company shall not have any right to dictate or direct the details of the services rendered hereunder.

(b) The Company shall furnish to the Consultant such information as it reasonably believes is appropriate to permit the Consultant to provide the services contemplated by Section 3(a) hereof to the Company and its subsidiaries; provided, however, that the Company hereby acknowledges and agrees that (i) the Consultant will use and rely on such information in providing such services and (ii) the Consultant does not assume responsibility for the accuracy or completeness of such information.

(c) The parties hereby acknowledge and agree that the Consultant has structured the Transaction contemplated by the EPA and the Consultant agrees to continue to provide services to Parent, the Company and/or their subsidiaries in connection with the Transaction, to the extent reasonably requested by the Company.

(d) The Consultant shall perform all services to be provided to Parent, the Company and/or their subsidiaries hereunder as an independent contractor to Parent, the Company and/or their subsidiaries and not as an employee, agent or representative of Parent, the Company or their subsidiaries. The Consultant shall have no authority to act for or to bind

Parent, the Company or any of their subsidiaries while acting in its capacity as advisor to the Company under this Agreement without the Company' s prior written consent. Any advice or opinions provided by a Consultant or its affiliates to Parent, the Company and/or any of their subsidiaries may not be disclosed or referred to publicly or to any third party (other than to the Company' s affiliates and to the Company' s legal, tax, financial or other advisors), except in accordance with the Consultant' s prior written consent or if required by law.

(e) This Agreement shall in no way prohibit the Consultant, its affiliates, or any of its or its affiliates' limited partners, general partners, directors, managers, shareholders, members, officers, employees, agents, investment advisors, representatives or legal, accounting or other professional advisors (collectively, "Representatives") from engaging in other activities, whether or not competitive with any business of the Company or any of its subsidiaries. The Company acknowledges that the Consultant' s services pursuant to this Agreement are not exclusive to the Company and that the Consultant will render similar services to other persons and entities.

Section 4. Compensation.

(a) At the closing of any acquisition, merger, divestiture, reorganization, recapitalization, refinancing, consolidation, sale of all or substantially all assets or securities, or other similar transaction, directly or indirectly, by or of the Company and/or any of its subsidiaries (a "Major Transaction Event"), the Company will pay, or will cause one or more of its subsidiaries to pay, to Consultant fees in respect of advisory activities or services provided by the Consultant to the Company or its subsidiaries in connection with such Major Transaction Event, in an aggregate amount equal to two percent (2.0%) of the aggregate consideration paid by, provided to, or in respect of the Company and/or any of its subsidiaries, as applicable (including the aggregate value of (x) equity securities, warrants, rights and options acquired or retained, (y) any other consideration or compensation paid or received in connection with such transaction and (z) any other obligation of the Company and/or any of its subsidiaries paid, satisfied, cancelled, extinguished or terminated in connection with such transaction) or proceeds received by the Company and/or any of its subsidiaries, as applicable (the "Major Transaction Service Fee"). The Major Transaction Service Fee shall be paid (at the election of the Consultant) on or within five (5) business days (or such later date agreed to by Consultant in its sole discretion) following the date of the closing of such Major Transaction Event.

(b) Notwithstanding anything herein to the contrary, to the extent the Company and/or any of its subsidiaries are prohibited from paying to the Consultant any of the fees, interest or expenses otherwise payable hereunder by reason of any prohibition on such payment pursuant to the terms of any agreement or indenture governing indebtedness of the Company or any of its subsidiaries (the "Credit Documents"), any unpaid portion of such fees, interest or expenses shall accrue and shall be paid to the Consultant on the first date on which the payment of such unpaid amount is permitted under such Credit Documents (or upon the payment in full of all obligations (other than contingent obligations) under, or the termination of, such Credit Document), whether or not such date is during the Term. The Company shall promptly notify the Consultant if the Company shall be unable to pay any such fees or expenses pursuant to any such agreement or indenture on the scheduled due date under this Agreement.

(c) Nothing in this Agreement shall have the effect of prohibiting the Consultant, its affiliates or any of its or their affiliates' Representatives from receiving from the Company or any of its subsidiaries any other fees or expenses.

Section 5. Reimbursement of Expenses. The Company agrees that it shall, or shall cause its subsidiaries to, no later than thirty (30) days following receipt of a statement of expenses from the Consultant, reimburse the Consultant for any reasonable travel expenses, reasonable out-of-pocket legal fees and other reasonable out-of-pocket fees and expenses as have been or may be incurred by or on behalf of the Consultant, any of its affiliates (other than the Company and its subsidiaries), or any of their respective Representatives in connection with the rendering of any services hereunder, including, without limitation, in connection with the Transaction.

Section 6. Indemnification. The Company agrees that it shall, and shall cause its subsidiaries to, indemnify and hold harmless the Consultant, its affiliates and its and their respective Representatives (collectively, the "Indemnified Persons") from and against any and all losses, claims, suits, proceedings, demands, complaints, disputes, actions, causes of action, arbitrations or investigations or threats thereof (including any claim or other such matter by a third party), judgments, obligations, contracts, agreements, debts, liabilities, damages, costs, fees, expenses (including reasonable fees, disbursements and other reasonable charges of counsel incurred by the Indemnified Person and interest, penalties and all amounts paid in investigation, defense or settlement of any of the foregoing) whether known or unknown, contingent or otherwise, both at law and in equity (collectively, "Claims") of any kind with respect to or arising, directly or indirectly, from this Agreement, the Transaction or the performance by any Indemnified Person of any services in connection herewith or therewith. Notwithstanding the foregoing provision, the Company shall not be liable for any Claim under this Section 6 arising from the willful misconduct or gross negligence of any Indemnified Person.

Section 7. Limitation on Damages. The Company' s sole and exclusive remedy against any Consultant for breach of this Agreement shall be to offset any fees paid or otherwise payable to the Consultant hereunder by the amount of any Claims arising out of or relating to this Agreement or the services to be rendered hereunder, it being understood and agreed that any recovery will be limited to actual damages and under no circumstances shall any Consultant have any liability of any kind whatsoever under this Agreement for any special, punitive, incidental or consequential damages. No Indemnified Person shall be liable to the Company (a) for any breach hereunder by another Indemnified Person or (b) for any breach by it, unless the same constitutes fraud or willful misconduct as determined in a final judgment of a court of competent jurisdiction from which no appeal can be made.

Section 8. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed sufficient if personally delivered, sent by nationally-recognized overnight courier, by telecopy or other electronic transmission, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

if to Consultant, to:

c/o New Enterprise Associates
1954 Greenspring Drive, Suite 600
Timonium, MD 21093
Attn: Louis S. Citron
Telephone: (206) 621-7200
Facsimile: (206) 621-1848
Email: lcitron@nea.com
with copies to (which shall not constitute notice):

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018
Attention: Christian C. Nugent and Christopher A. Dwyer
Email: cnugent@goodwinlaw.com and cdwyer@goodwinlaw.com

if to the Company, to:

Paladina Health, LLC
1551 Wewatta Street
Denver, CO 80202
Attention: Christopher Miller
Email: Chris.Miller@paladinahealth.com

with copies to (which shall not constitute notice):

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018
Attention: Christian C. Nugent and Christopher A. Dwyer
Email: cnugent@goodwinlaw.com and cdwyer@goodwinlaw.com

or to such other address as the party to whom notice is to be given may have furnished to each other party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of a nationally-recognized overnight courier, on the next business day after the date when sent, (c) in the case of telecopy or other electronic transmission, when received, and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

Section 9. Interest. Any portion of such fees and expenses not paid on the scheduled due date under this Agreement shall bear interest at an annual rate of six percent (6.0%), compounded quarterly, from such due date until paid. All such interest shall be due and payable in cash on the first business day of each fiscal quarter of the Company.

Section 10. Benefits of Agreement; Assignment. This Agreement shall bind and inure to the benefit of the Consultant, the Company, the Indemnified Persons and any successors to or assigns of the Consultant, the Company and the Indemnified Persons and their respective successors and assigns; provided, however, that the Company acknowledges that (a) the Consultant has been retained only by the Company, and that the Company' s engagement of the Consultant is not deemed to be on behalf of, and is not intended to confer rights upon, any Representative of the Company or any other Person not a party hereto as against any Consultant or any of his/its affiliates, (b) unless otherwise expressly agreed in writing by the Consultant, no one other than the Company is authorized to rely upon this engagement or any other statement or action of the Consultant, and no one other than the Company is intended to be a beneficiary of this Agreement, and (c) any recommendations or advice, written or oral, given by the Consultant in connection with this engagement are intended solely for the benefit and use of the Company and its senior management and managers. Other than any assignment of all or any portion of this Agreement or the rights hereunder by a Consultant to an affiliate or Representative, this Agreement may not be assigned, in whole or in part, by any party hereto without the prior written consent of the other parties hereto. Upon the request of the Consultant, the Company shall cause any future subsidiaries to become parties hereto directly in order to avail themselves of the services hereunder.

Section 11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws that would give effect to the laws of another jurisdiction).

Section 12. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous agreements and all other prior agreements, understandings, negotiations, and statements, both written and oral, among the parties or any of their respective affiliates with respect to the subject matter contained in this Agreement which shall be deemed terminated. Neither this Agreement nor any provision hereof may in any way be altered, amended, extended, waived, discharged or terminated except by a written agreement signed by each of the parties hereto; provided, however, that Consultant may, without the consent of any party hereto, waive the obligation of the Company to pay any fees hereunder to the Consultant.

Section 13. Counterparts. This Agreement may be executed in counterparts, including via facsimile or other electronic transmission, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 14. Waivers. Any party to this Agreement may, by written notice to the other party, waive any provision of this Agreement as it relates to the waiving party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

* * * * * * *

IN WITNESS WHEREOF, the parties have duly executed this Management Consulting Agreement as of the date first above written.

THE COMPANY:

PALADINA HEALTH, LLC.

By: /s/ Christopher T. Miller
Name: Christopher T. Miller
Title: Chief Executive Officer

[SIGNATURE PAGE TO MANAGEMENT CONSULTING AGREEMENT]

THE CONSULTANT:

NEA MANAGEMENT COMPANY LLC

By: /s/ Louis C. Citron
Name: Louis C. Citron
Title: Chief Legal Officer

[SIGNATURE PAGE TO MANAGEMENT CONSULTING AGREEMENT]

Exhibit 10.19

AMENDMENT TO MANAGEMENT CONSULTING AGREEMENT

This **AMENDMENT TO MANAGEMENT CONSULTING AGREEMENT** (this "**Amendment**") is entered into as of May 5, 2021, by and among Everside Health, LLC (f/k/a Paladina Health, LLC), a Delaware limited liability company (the "**Company**") and NEA Management Company LLC, a Delaware limited liability company (the "**Consultant**").

RECITALS

WHEREAS, the Company and the Consultant are parties to that certain Management Consulting Agreement, dated as of June 1, 2018 (the "**Consulting Agreement**");

WHEREAS, Section 12 of the Consulting Agreement provides that neither the Consulting Agreement nor any provision thereof may be in any way altered, amended, extended, waived, discharged or terminated except by a written agreement signed by each of the parties thereto; and

WHEREAS, the Company and the Consultant desire to amend the Consulting Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to such terms in the Consulting Agreement.

2. Amendment to Section 4(a). The following is hereby added to the end of Section 4(a) of the Consulting Agreement:

"Notwithstanding anything herein to the contrary, in the event of an initial public offering of equity securities of the Company (or any parent or subsidiary thereof), the Major Transaction Service Fee shall become payable in shares of capital stock of the entity which is offering shares to the public in connection with such transaction, such shares to be valued at the initial public offering price for purposes of determining the number of shares to be issued to the Consultant in respect of the Major Transaction Service Fee."

3. Reaffirmation. Except as expressly modified by this Amendment, the Consulting Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. From and after the date of this Amendment, all references in the Consulting Agreement to the "Agreement" shall be deemed to refer to the Consulting Agreement as expressly modified by this Amendment.

4. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws that would give effect to the laws of another jurisdiction).

5. Counterparts. This Amendment 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.

(Signatures are on the following page.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

THE COMPANY:

EVERSIDE HEALTH, LLC

By: /s/ Christopher T. Miller
Name: Christopher T. Miller
Title: Chief Executive Officer

THE CONSULTANT:

NEA MANAGEMENT COMPANY LLC

By: /s/ Louis S. Citron
Name: Louis S. Citron
Title: Chief Legal Officer

Exhibit 21.1

SUBSIDIARIES OF EVERSIDE HEALTH GROUP, INC.

Name of Subsidiary	Jurisdiction of Incorporation or Organization
Paladina DPC Holdings Co. LLC	Delaware, U.S.
Healthstat, Inc.	North Carolina, U.S.
Everside Health, LLC (fka Paladina Health, LLC)	Delaware, U.S.
Activate Healthcare, LLC	Indiana, U.S.
R-Health, Inc.	Pennsylvania, U.S.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Everside Health Group, Inc.

We consent to the use of our report dated May 14, 2021, with respect to the consolidated balance sheets of Everside Health Group, Inc. as of December 31, 2020 and 2019 and the related consolidated statements of operations, stockholder' s equity, and cash flows for each of the years in the two-year period ended December 31, 2020 and the related notes, included herein and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Denver, Colorado
July 16, 2021

Exhibit 23.2

Consent of Independent Auditors

We consent to the use of our report dated May 14, 2021, with respect to the consolidated balance sheet of Healthstat, Inc. as of November 1, 2020 and the related consolidated statement of operations, changes in stockholders' equity, and cash flows for the period from January 1, 2020 through November 1, 2020, and the related notes, included herein and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Denver, Colorado
July 16, 2021

Exhibit 23.3

Consent of Independent Auditors

We consent to the use in this Registration Statement on Form S-1 of Everside Health Group, Inc. of our report dated May 14, 2021, relating to the consolidated financial statements of Healthstat, Inc., appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to our firm under the heading "Experts" in such Prospectus.

/s/ Cherry Bekaert LLP

Charlotte, North Carolina
July 16, 2021