UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 2, 2021

Privia Health Group, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	001-40365	85-3599420
(State of Incorporation or Organization)	(Commission File No.)	(I.R.S. Employer Identification No.)

950 N. Glebe Road Suite 700 Arlington, Virginia	22203
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (571) 366-8850

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2 (b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	**PRVA**	**The Nasdaq Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act ☐

Item 1.01. Entry into a Material Definitive Agreement.

On May 3, 2021, Privia Health Group, Inc. (the "Company") closed its initial public offering ("IPO") of 22,425,000 shares of the Company's common stock, $0.01 par value per share, at an offering price of $23.00 per share, pursuant to the Company's registration statement on Form S-1 (File No. 333-255086), as amended (the "Registration Statement"). In connection with the IPO, the Company entered into the following agreements, forms of which were previously filed as exhibits to the Registration Statement:

- a Registration Rights Agreement, dated as of May 3, 2021, by and among the Company and the other persons and entities party thereto, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference;
- a Shareholder Rights Agreement, dated as of May 2, 2021, by and among the Company and the other persons and entities party thereto, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference;

The terms of these agreements are substantially the same as the terms set forth in the forms of such agreements filed as exhibits to the Registration Statement and as described therein.

Item 3.02 Unregistered Sales of Equity Securities

On May 3, 2021, concurrently with the closing of its IPO, the Company issued and sold in a private placement to an affiliate of Anthem, Inc. (the "Investor") 4,000,000 shares of common stock, par value $0.01 per share, of the Company for an aggregate purchase price of $92 million (the "Private Placement"). As of May 3, 2021, the Investor holds approximately 3.9% of the issued and outstanding common stock of the Company. The securities issued to the Investor in the Private Placement were issued pursuant to the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under Item 5.03 below is incorporated by reference in this Item 3.03.

Item 5.03. Amendments to Certificate of Incorporation or Bylaws; Change in Fiscal Year.

Amended and Restated Certificate of Incorporation

On May 3, 2021, in connection with the closing of the IPO, the Company amended and restated its certificate of incorporation (as amended and restated, the "Certificate of Incorporation"), which was also filed with the Secretary of State of the State of Delaware. A copy of the Certificate of Incorporation is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference. A description of the Certificate of Incorporation is included in the Registration Statement.

Amended and Restated By-laws

On May 3, 2021, in connection with the closing of the IPO, the Company amended and restated its By-laws (as amended and restated, the "By-laws"). A copy of the By-laws is filed as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference. A description of the By-laws is included in the Registration Statement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation of Privia Health Group, Inc.
3.2	Amended and Restated By-Laws of Privia Health Group, Inc.
10.1	Registration Rights Agreement between Privia Health Group, Inc. and the other signatories party thereto, dated May 3, 2021
10.2	Shareholder Rights Agreement between Privia Health Group, Inc. and the other signatories party thereto, dated May 2, 2021

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PRIVIA HEALTH GROUP, INC.

Date: May 3, 2021	By:	/s/ Thomas Bartrum
		Name: Thomas Bartrum
		Title: Executive Vice President and General Counsel

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
PRIVIA HEALTH GROUP, INC.

Privia Health Group, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), hereby certifies that the Corporation was originally incorporated under the name "PH Group Parent Corp." on August 10, 2016, and that its original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on the same date. The Corporation further certifies that this Amended and Restated Certificate of Incorporation restates and integrates and further amends the provisions previously filed with the Secretary of State of the State of Delaware. This Amended and Restated Certificate of Incorporation (this "**Amended and Restated Certificate of Incorporation**") has been duly adopted pursuant to the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware ("**Delaware Law**").

ARTICLE 1.
NAME

The name of the Corporation is Privia Health Group, Inc.

ARTICLE 2.
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE 3.
PURPOSE AND POWERS

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under Delaware Law.

ARTICLE 4
CAPITAL STOCK

(A) Authorized Shares

1. **Classes of Stock.** The total number of shares of stock that the Corporation shall have authority to issue is 1,100,000,000, consisting of 1,000,000,000 shares of common stock, par value $0.01 per share (the "**Common Stock**"), and 100,000,000 shares of preferred stock, par value $0.01 per share (the "**Preferred Stock**").

2. **Preferred Stock.** The Board of Directors is hereby empowered, without any action or vote by the Corporation's stockholders (except as may otherwise be provided by the terms of any class or series of Preferred Stock then outstanding), to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to each such class or series of Preferred Stock and the number of shares constituting each such class or series, and to increase or decrease the number of shares of any such class or series to the extent permitted by Delaware Law.

(B) Voting Rights

Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to 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 Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) that relates solely to the terms of one or more outstanding classes or series of Preferred Stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such classes or series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) or pursuant to Delaware Law.

ARTICLE 5.
BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal any provision of the Amended and Restated Bylaws of the Corporation (the "**Bylaws**").

For so long as investment entities directly or indirectly controlling, controlled by or under common control with (“**affiliated**”) with Goldman Sachs & Co. LLC and Pamplona Capital Management LLP (collectively, the “**Lead Investors**”) beneficially own (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Securities Exchange Act of 1934, “**beneficially own**”) outstanding securities of the Corporation representing at least 25% of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors (the “**Minimum Ownership Threshold**”) (including for the avoidance of doubt, through any LLC units held by the Lead Investors in Brighton Health Group Holdings, LLC (“**BHG**”)), the stockholders may adopt, amend or repeal the Bylaws only with the consent of the Lead Investors that beneficially own securities of the Corporation representing a majority of the voting power of the securities of the Corporation generally entitled to vote in the election of directors beneficially owned by the Lead Investors; *provided that*, from and after the time the Minimum Ownership Threshold is no longer met, the stockholders may adopt, amend or repeal the Bylaws with the affirmative vote of the holders of not less than sixty-six and 2/3 percent (66⅔%) of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

ARTICLE 6.
BOARD OF DIRECTORS

(A) Power of the Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors.

(B) **Number of Directors.** The Board shall fix the number of directors that constitute the whole Board of Directors in the manner provided in the Bylaws.

(C) Election of Directors.

(1) Until such time as the Minimum Ownership Threshold is no longer met, the Board of Directors will consist of a single class of Directors each elected annually at the annual meeting of stockholders. Following the time when the Minimum Ownership Threshold is no longer met, the Board (other than Preferred Stock Directors) shall be divided into three (3) classes, as nearly equal in number as possible, designated Class I, Class II and Class III. Class I Directors shall initially serve until the first annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met; Class II Directors shall initially serve until the second annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met; and Class III Directors shall initially serve until the third annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met. Commencing with the first annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met, each Director of each class the term of which shall then expire shall be elected to hold office for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected. Immediately following the time when the Minimum Ownership Threshold is no longer met, the Board is authorized to designate the members of the Board then in office as Class I directors, Class II directors or Class III directors. In making such designation, the Board shall equalize, as nearly as possible, the number of directors in each class. Notwithstanding the foregoing, each such director shall hold office until such director’s successor shall have been duly elected and qualified or until such director’s earlier death, resignation or removal. In the event of any change in the number of directors, the Board of Directors shall apportion any newly created directorships among, or reduce the number of directorships in, such class or classes as shall equalize, as nearly as possible, the number of directors in each class. In no event will a decrease in the number of directors shorten the term of any incumbent director.

(2) There shall be no cumulative voting in the election of directors. Election of directors need not be by written ballot unless the Bylaws so provide.

(D) Vacancies. Vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected.

(E) Removal. Except for Preferred Stock Directors (as defined below), any Director or the entire Board may be removed from office at any time, but only for cause by the affirmative vote of the holders of sixty-six and 2/3 percent (66 2/3%) of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class; provided, however, that until the Minimum Ownership Requirement is no longer met, any Director may be removed with or without cause by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class.

(F) Preferred Stock Directors. Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors (the "**Preferred Stock Directors**"), the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of such class or series of Preferred Stock adopted by resolution or resolutions adopted by the Board of Directors pursuant to Article 4(A) hereto, and such directors so elected shall not be subject to the provisions of this Article 6 unless otherwise provided therein.

ARTICLE 7.
MEETINGS OF STOCKHOLDERS

(A) Annual Meetings. An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date, and at such time as the Board of Directors shall determine.

(B) Special Meetings. Subject to any special rights of the holders of any series of Preferred Stock, and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only (1) by or at the direction of the Board pursuant to a written resolution adopted by a majority of the total number of Directors that the Corporation would have if there were no vacancies or (2) by or at the direction of the Chairman or the Chief Executive Officer. In addition, until the Minimum Ownership Threshold is no longer met, special meetings of stockholders of the Corporation may be called by the Secretary of the Corporation at the request of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

(C) No Action by Written Consent. From and after the date that the Minimum Ownership Threshold is no longer met, any action required or permitted to be taken by the stockholders of the Corporation may be effected only at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders. Until the Minimum Ownership Threshold is no longer met, any action required or permitted to be taken by the stockholders of the Corporation may be effected by the consent in writing of the holders of a majority of the total voting power of the Corporation entitled to vote thereon, voting together as a single class in lieu of a duly called annual or special meeting of stockholders.

ARTICLE 8.
INDEMNIFICATION

(A) Limited Liability. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by Delaware Law.

(B) Right to Indemnification.

(1) Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware Law. The right to indemnification conferred in this Article 8 shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by Delaware Law. The right to indemnification conferred in this Article 8 shall be a contract right.

(2) The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by Delaware Law.

(C) Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person’s status as such, whether or not the Corporation would have the power to indemnify such person against such liability under Delaware Law.

(D) Nonexclusivity of Rights. The rights and authority conferred in this Article 8 shall not be exclusive of any other right that any person may otherwise have or hereafter acquire.

(E) Preservation of Rights. Neither the amendment nor repeal of this Article 8, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

ARTICLE 9.
FORUM SELECTION

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any 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 DGCL or this Amended and Restated Certificate of Incorporation or the Bylaws (in each case, as they may be amended from time to time), or (iv) any action asserting a claim governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware does not have jurisdiction, the federal district court for the District of Delaware), in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. The preceding sentence of this Article 9 shall not apply to claims arising under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or other federal securities laws for which there is exclusive federal or concurrent federal and state jurisdiction. 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 exclusive forum for the resolution of 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 Article 9.

ARTICLE 10
AMENDMENTS

The Corporation reserves the right to amend this Amended and Restated Certificate of Incorporation in any manner permitted by the Delaware Law and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Articles 4(B), 5, 6, 7 and this Article 10 may not be repealed or amended in any respect, and no other provision may be adopted, amended or repealed which would have the effect of modifying or permitting the circumvention of the provisions set forth in any of Articles 4(B), 5, 6, 7 or this Article 10, unless in addition to any other vote required by this Amended and Restated Certificate of Incorporation or otherwise required by law, (i) until the Minimum Ownership Threshold is no longer met, such alteration, amendment, repeal or adoption is approved by, in addition to any other vote otherwise required by law, the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class and (ii) from and after the date that the Minimum Ownership Threshold is no longer met, such alteration, amendment, repeal or adoption is approved by, in addition to any other vote otherwise required by law, the affirmative vote of the holders of sixty-six and 2/3 percent (66⅔%) of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, at a meeting of the stockholders called for that purpose.

ARTICLE 11
CORPORATE OPPORTUNITIES

To the fullest extent permitted by applicable law, the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any of the Lead Investors or the Butler Member (as defined in the Limited Liability Company Agreement of BHG) or any of their respective officers, directors, agents, shareholders, members, partners, affiliates and subsidiaries (other than the Corporation and its subsidiaries) (each, a "**Specified Party**"), even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so and each such Specified Party shall have no duty to communicate or offer such business opportunity to the Corporation and, to the fullest extent permitted by applicable law, shall not be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such Specified Party pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries. Notwithstanding the foregoing, a Specified Party who is a director or officer of the Corporation and who is offered a business opportunity in his or her capacity as a director or officer of the Corporation (a "**Directed Opportunity**") shall be obligated to communicate such Directed Opportunity to the Corporation, provided, however, that all of the protections of this Article 11 shall otherwise apply to the Specified Parties with respect to such Directed Opportunity, including, without limitation, the ability of the Specified Parties to pursue or acquire such Directed Opportunity or to direct such Directed Opportunity to another person.

Neither the amendment nor repeal of this Article 11, nor the adoption of any provision of this certificate of incorporation or the bylaws of the Corporation, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

If any provision or provisions of this Article 11 shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article 11 (including, without limitation, each portion of any paragraph of this Article 11 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article 11 (including, without limitation, each such portion of any paragraph of this Article 11 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

This Article 11 shall not limit any protections or defenses available to, or indemnification rights of, any director or officer of the Corporation under this certificate of incorporation or applicable law.

Any person or entity purchasing or otherwise acquiring any interest in any securities of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article 11.

Until such time as the Minimum Ownership Threshold is no longer met, the Corporation will not be subject to the provisions of Section 203 of the General Corporation Law. From and after the time the Minimum Ownership Threshold is no longer met, such election shall be automatically withdrawn and the Corporation will thereafter be governed by Section 203 of the General Corporation Law; provided that it shall only apply to a “person” that became an “interested stockholder” (each as defined in Section 203 of the General Corporation Law) after the Corporation became subject to Section 203 of the General Corporation Law.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation this third day of May, 2021.

Privia Health Group, Inc.,
a Delaware corporation

By: /s/ Shawn Morris
Name: Shawn Morris
Title: Chief Executive Officer

[Signature page – Amended and Restated Certificate of Incorporation of Privia Health Group, Inc.]

Exhibit 3.2

BYLAWS

OF

PRIVIA HEALTH GROUP, INC.

* * * * *

ARTICLE 1
OFFICES

Section 1.01. *Registered Office.* The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03. *Books.* The books of the Corporation may be kept within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01. *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman of the Board of Directors in the absence of a designation by the Board of Directors).

Section 2.02. *Annual Meetings.* An annual meeting of stockholders, commencing with the year 2022, shall be held for the election of directors and to transact such other business as may properly be brought before the meeting.

Section 2.03. *Special Meetings.* Subject to any special rights of the holders of any series of preferred stock, and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only (1) by or at the direction of the Board pursuant to a written resolution adopted by a majority of the total number of Directors that the Corporation would have if there were no vacancies or (2) by or at the direction of the Chairman or the Chief Executive Officer. In addition, for so long as investment entities directly or indirectly controlling, controlled by or under control with ("**affiliated**") with Goldman Sachs & Co. LLC and Pamplona Capital Management LLP (collectively, the "**Lead Investors**") beneficially own (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Securities Exchange Act of 1934, "**beneficially own**") outstanding securities of the Corporation representing at least 25% of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors (the "**Minimum Ownership Threshold**") (including for the avoidance of doubt, through any LLC units held by the Lead Investors in Brighton Health Group Holdings, LLC ("**BHG**")), special meetings of stockholders of the Corporation may be called by the Secretary of the Corporation at the request of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

Section 2.04. *Notice of Meetings and Adjourned Meetings; Waivers of Notice.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**Delaware Law**"), such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. The Board of Directors or the chairman of the meeting may adjourn the meeting to another time or place (whether or not a quorum is present), and notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which such adjournment is made. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, 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 the 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. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05. *Quorum.* Unless otherwise provided under the Certificate of Incorporation or these Bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally notified.

Section 2.06. *Voting.* (a) Unless otherwise provided in the Certificate of Incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of a majority of the votes cast at the meeting on the subject matter shall be the act of the stockholders. Abstentions and broker non-votes shall not be counted as votes cast. Subject to the rights of the holders of any class or series of preferred stock to elect additional directors under specific circumstances, as may be set forth in the certificate of designations for such class or series of preferred stock, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

Section 2.07. *Action by Consent.* From and after the date that the Minimum Ownership Threshold is no longer met, any action required or permitted to be taken by the stockholders of the Corporation may be effected only at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders. Until the Minimum Ownership Threshold is no longer met, any action required or permitted to be taken by the stockholders of the Corporation may be effected by the consent in writing of the holders of a majority of the total voting power of the Corporation entitled to vote thereon, voting together as a single class in lieu of a duly called annual or special meeting of stockholders.

Section 2.08. *Organization.* At each meeting of stockholders, the Chairman of the Board of Directors, if one shall have been elected, or in the Chairman's absence or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, shall act as chairman of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.09. *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

Section 2.10. *Nomination of Directors and Proposal of Other Business.*

(a) *Annual Meetings of Stockholders*. (i) Nominations of persons for election to the Board of Directors or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or any committee thereof or (C) as may be provided in the certificate of designations for any class or series of preferred stock or (D) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in paragraph (ii) of this Section 2.10(a) and at the time of the annual meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.10(a), and, except as otherwise required by law, any failure to comply with these procedures shall result in the nullification of such nomination or proposal.

(ii) For nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (D) of paragraph (i) of this Section 2.10(a), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the Board of Directors) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not less than 120 days nor more than 150 days prior to the first anniversary of the preceding year's annual meeting of stockholders; *provided, however*, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date or delayed more than 70 days after such anniversary date then to be timely such notice must be received by the Corporation no earlier than 120 days prior to such annual meeting and no later than the later of 70 days prior to the date of the meeting or the 10th day following the day on which public announcement of the date of the meeting was first made by the Corporation. In no event shall the adjournment or postponement of any meeting, or any announcement thereof, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(iii) A stockholder's notice to the Secretary shall set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director: (1) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (as amended (together with the rules and regulations promulgated thereunder), 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; and (2) a reasonably detailed description of any compensatory, payment or other financial agreement, arrangement or understanding that such person has with any other person or entity other than the Corporation including the amount of any payment or payments received or receivable thereunder, in each case in connection with candidacy or service as a director of the Corporation (a "**Third-Party Compensation Arrangement**"), (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 text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the text of the proposed amendment), the reasons for conducting such business and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made:

(1) the name and address of such stockholder (as they appear on the Corporation's books) and any such beneficial owner;

(2) for each class or series, the number of shares of capital stock of the Corporation that are held of record or are beneficially owned by such stockholder and by any such beneficial owner;

(3) a description of any agreement, arrangement or understanding between or among such stockholder and any such beneficial owner, any of their respective affiliates or associates, and any other person or persons (including their names) in connection with the proposal of such nomination or other business;

(4) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or any such beneficial owner or any such nominee with respect to the Corporation's securities;

(5) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting;

(6) a representation as to whether such stockholder or any such beneficial owner intends or is part of a group that intends to (i) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or to elect each such nominee and/or (ii) otherwise to solicit proxies from stockholders in support of such proposal or nomination;

(7) any other information relating to such stockholder, beneficial owner, if any, or director nominee or proposed business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee or proposal pursuant to Section 14 of the Exchange Act; and

(8) such other information relating to any proposed item of business as the Corporation may reasonably require to determine whether such proposed item of business is a proper matter for stockholder action.

If requested by the Corporation, the information required under clauses 2.10(a)(iii)(C)(2), (3) and (4) of the preceding sentence of this Section 2.10 shall be supplemented by such stockholder and any such beneficial owner not later than [10] days after the record date for the meeting to disclose such information as of the record date.

(b) *Special Meetings of Stockholders*. If the election of directors is included as business to be brought before a special meeting in the Corporation's notice of meeting, then nominations of persons for election to the Board of Directors at a special meeting of stockholders may be made by any stockholder who is a stockholder of record at the time of giving of notice provided for in this Section 2.10(b) and at the time of the special meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.10(b). For nominations to be properly brought by a stockholder before a special meeting of stockholders pursuant to this Section 2.10(b), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (A) not earlier than 150 days prior to the date of the special meeting nor (B) later than the later of 120 days prior to the date of the special meeting or the 10th day following the day on which public announcement of the date of the special meeting was first made. A stockholder's notice to the Secretary shall comply with the notice requirements of Section 2.10(a)(iii).

(c) *General*. (i) To be eligible to be a nominee for election as a director, the proposed nominee must provide to the Secretary of the Corporation in accordance with the applicable time periods prescribed for delivery of notice under Section 2.10(a)(ii) or Section 2.10(b): (1) a completed D&O questionnaire (in the form provided by the secretary of the Corporation at the request of the nominating stockholder) containing information regarding the nominee's background and qualifications and such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation or to serve as an independent director of the Corporation, (2) a written representation that, unless previously disclosed to the Corporation, the nominee is not and will not become a party to any voting agreement, arrangement or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue or that could interfere with such person's ability to comply, if elected as a director, with his/her fiduciary duties under applicable law, (3) a written representation and agreement that, unless previously disclosed to the Corporation pursuant to Section 2.10(a)(iii)(A)(2), the nominee is not and will not become a party to any Third-Party Compensation Arrangement and (4) a written representation that, if elected as a director, such nominee would be in compliance and will continue to comply with the Corporation's corporate governance guidelines as disclosed on the Corporation's website, as amended from time to time. At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the Secretary of the Corporation the information that is required to be set forth in a stockholder's notice of nomination that pertains to the nominee.

(ii) No person shall be eligible to be nominated by a stockholder to serve as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.10. No business proposed by a stockholder shall be conducted at a stockholder meeting except in accordance with this Section 2.10

(iii) The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws or that business was not properly brought before the meeting, and if he/she should so determine, he/she shall so declare to the meeting and the defective nomination shall be disregarded or such business shall not be transacted, as the case may be. Notwithstanding the foregoing provisions of this Section 2.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or other proposed business, such nomination shall be disregarded or such proposed business shall not be transacted, as the case may be, notwithstanding that proxies in respect of such vote may have been received by the Corporation and counted for purposes of determining a quorum. For purposes of this Section 2.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing 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 writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(iv) Without limiting the foregoing provisions of this Section 2.10, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 2.10; *provided*, *however*, that any references in these Bylaws to the Exchange Act are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.10, and compliance with paragraphs (a)(i)(C) and (b) of this Section 2.10 shall be the exclusive means for a stockholder to make nominations or submit other business (other than as provided in Section 2.10(c)(v)).

(v) Notwithstanding anything to the contrary, the notice requirements set forth herein with respect to the proposal of any business pursuant to this Section 2.10 shall be deemed satisfied by a stockholder if such stockholder has submitted a proposal to the Corporation in compliance with Rule 14a-8 under the Exchange Act, and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for the meeting of stockholders.

ARTICLE 3
DIRECTORS

Section 3.01. *General Powers.* Except as otherwise provided in Delaware Law or the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. *Number, Election and Term of Office.* The Board of Directors shall consist of not less than three nor more than eleven directors, with the exact number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the Board. As set forth in Article 6 of the Certificate of Incorporation, until such time as the Minimum Ownership Threshold is no longer met, the Board of Directors will consist of a single class of Directors each elected annually at the annual meeting of stockholders. Following the time when the Minimum Ownership Threshold is no longer met, the Board (other than preferred stock directors) shall be divided into three (3) classes, as nearly equal in number as possible, designated Class I, Class II and Class III. Class I Directors shall initially serve until the first annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met; Class II Directors shall initially serve until the second annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met; and Class III Directors shall initially serve until the third annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met. Commencing with the first annual meeting of stockholders following the time when the Minimum Ownership Threshold is no longer met, each Director of each class the term of which shall then expire shall be elected to hold office for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected. Immediately following the time when the Minimum Ownership Threshold is no longer met, the Board is authorized to designate the members of the Board then in office as Class I directors, Class II directors or Class III directors. In making such designation, the Board shall equalize, as nearly as possible, the number of directors in each class. Notwithstanding the foregoing, each such director shall hold office until such director’s successor shall have been duly elected and qualified or until such director’s earlier death, resignation or removal. In the event of any change in the number of directors, the Board of Directors shall apportion any newly created directorships among, or reduce the number of directorships in, such class or classes as shall equalize, as nearly as possible, the number of directors in each class. In no event will a decrease in the number of directors shorten the term of any incumbent director. Directors need not be stockholders.

Section 3.03. *Quorum and Manner of Acting.* Unless the Certificate of Incorporation or these Bylaws require a greater number, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors and, except as otherwise expressly required by law or by the Certificate of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman of the Board of Directors in the absence of a determination by the Board of Directors).

Section 3.05. *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board of Directors, President or the Secretary, on the written request of three directors. Notice of special meetings of the Board of Directors shall be given to each director at least 48 hours before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. *Committees.* The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. 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 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 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 matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. *Action by Consent.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board of Directors or committee. 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.

Section 3.10. *Telephonic Meetings.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. *Resignation.* Any director may resign from the Board of Directors at any time by giving notice to the Board of Directors or to the Secretary of the Corporation. Any such notice must be in writing or by electronic transmission to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. *Vacancies.* Unless otherwise provided in the Certificate of Incorporation, vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Unless otherwise provided in the Certificate of Incorporation, when one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of the other vacancies.

Section 3.13. *Removal.* Except for preferred stock directors, any director or the entire Board may be removed from office at any time, but only for cause by the affirmative vote of the holders of [sixty-six and 2/3% percent (66 2/3%)] of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class; provided, however, that until the Minimum Ownership Requirement is no longer met, any director may be removed with or without cause by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

Section 3.14. *Compensation.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 3.15. *Preferred Stock Directors.* Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolutions applicable thereto adopted by the Board of Directors pursuant to the Certificate of Incorporation, and such directors so elected shall not be subject to the provisions of Sections 3.02, 3.12 and 3.13 of this Article 3 unless otherwise provided therein.

ARTICLE 4
OFFICERS

Section 4.01. *Principal Officers.* The principal officers of the Corporation shall be a Chief Executive Officer, a President, one or more Vice Presidents, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board of Directors may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

Section 4.02. *Appointment, Term of Office and Remuneration.* The principal officers of the Corporation shall be appointed by the Board of Directors in the manner determined by the Board of Directors. Each such officer shall hold office until his or her successor is appointed, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03. *Subordinate Officers.* In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04. *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

Section 4.05. *Resignations.* Any officer may resign at any time by giving notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). Any such notice must be in writing. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

ARTICLE 5
Capital Stock

Section 5.01. *Certificates For Stock; Uncertificated Shares.* The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares or a combination of certificated and uncertificated shares. Any such resolution that shares of a class or series will only be uncertificated shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise required by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, or the Chief Executive Officer, President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of such Corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a 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 date of issue. A Corporation shall not have power to issue a certificate in bearer form.

Section 5.02. *Transfer of Shares.* Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder’s duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder’s duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03. *Authority for Additional Rules Regarding Transfer.* The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

ARTICLE 6
GENERAL PROVISIONS

Section 6.01. *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, 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. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided* that the Board of Directors may in its discretion or as required by law fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall fix the same date or an earlier date as the record date for stockholders entitled to notice of such adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders 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, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6.02. *Dividends.* Subject to limitations contained in Delaware Law and the Certificate of Incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 6.03. *Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 6.04. *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 6.05. *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 6.06. *Amendments.* These Bylaws or any of them, may be altered, amended or repealed, or new Bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof or by the Board of Directors. Until such time as the Minimum Ownership Threshold is no longer met, the stockholders may adopt, amend or repeal the Bylaws only with the consent of the Lead Investors that beneficially own securities of the Corporation representing a majority of the voting power of the securities of the Corporation generally entitled to vote in the election of directors beneficially owned by the Lead Investors; *provided that*, from and after the time the Minimum Ownership Threshold is no longer met, the stockholders may adopt, amend or repeal the Bylaws with the affirmative vote of the holders of not less than sixty-six and 2/3% percent (66⅔%) of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

ARTICLE 7
CORPORATE OPPORTUNITIES

Section 7.01. To the fullest extent permitted by applicable law, the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any of the Lead Investors or the Butler Member (as defined in the Limited Liability Company Agreement of BHG) or any of their respective officers, directors, agents, shareholders, members, partners, affiliates and subsidiaries (other than the Corporation and its subsidiaries) (each, a "**Specified Party**"), even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so and each such Specified Party shall have no duty to communicate or offer such business opportunity to the Corporation and, to the fullest extent permitted by applicable law, shall not be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such Specified Party pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries. Notwithstanding the foregoing, a Specified Party who is a director or officer of the Corporation and who is offered a business opportunity in his or her capacity as a director or officer of the Corporation (a "**Directed Opportunity**") shall be obligated to communicate such Directed Opportunity to the Corporation, provided, however, that all of the protections of this Article 7 shall otherwise apply to the Specified Parties with respect to such Directed Opportunity, including, without limitation, the ability of the Specified Parties to pursue or acquire such Directed Opportunity or to direct such Directed Opportunity to another person.

Section 7.02. Neither the amendment nor repeal of this Article 7, nor the adoption of any provision of this certificate of incorporation or the bylaws of the Corporation, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

Section 7.03. If any provision or provisions of this Article 7 shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article 7 (including, without limitation, each portion of any paragraph of this Article 7 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article 7 (including, without limitation, each such portion of any paragraph of this Article 7 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

Section 7.04. This Article 7 shall not limit any protections or defenses available to, or indemnification rights of, any director or officer of the Corporation under this certificate of incorporation or applicable law.

Section 7.05. Any person or entity purchasing or otherwise acquiring any interest in any securities of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article 7.

Section 7.06. Until such time as the Minimum Ownership Threshold is no longer met, the Corporation will not be subject to the provisions of Section 203 of the General Corporation Law. From and after the time the Minimum Ownership Threshold is no longer met, such election shall be automatically withdrawn and the Corporation will thereafter be governed by Section 203 of the General Corporation Law; provided that it shall only apply to a “person” that became an “interested stockholder” (each as defined in Section 203 of the General Corporation Law) after the Corporation became subject to Section 203 of the General Corporation Law.

Exhibit 10.1

REGISTRATION RIGHTS AGREEMENT

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REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of May 2, 2021 (this "**Agreement**"), is by and among Privia Health Group, Inc., a Delaware corporation (the "**Company**"), Brighton Health Group Holdings, LLC (the "**Parent Company**"), and the parties listed on Schedule I hereto and any transferee of Registrable Securities to whom any Person who is a party to this Agreement shall assign any rights hereunder in accordance with Section 3.03 (each such Person, a "**Holder**").

W I T N E S S E T H:

WHEREAS, the Company is currently contemplating an underwritten initial public offering ("**IPO**") of its Common Stock (as defined below); and

WHEREAS, as of the date hereof, each of the Holders holds Class A Units (as defined below) in the Parent Company (and, following the consummation of the IPO, will receive Shares and cash proceeds from the Parent Company's sale of Shares in the IPO in respect of such Class A Units pursuant to the Distribution (as defined below);

WHEREAS, the Company desires to grant registration rights to the Holders in respect of the Shares to be received by them pursuant to the Distribution on the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS; DISTRIBUTION

Section 1.01. *Defined Terms*. As used in this Agreement, the following terms shall have the following meanings:

"**Action**" means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any federal, state, local, foreign or international arbitration or mediation tribunal.

"**Affiliate**" in respect of a Person, means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and (i) in the case of a natural person, shall include, without limitation, such person's spouse, parents, children, siblings, mother-in-law and father-in-law and brothers and sisters-in-law, whether by blood, marriage or adoption or anyone residing in such person's home, a trust for the benefit of any of the foregoing, a company, partnership or any natural person or entity wholly or jointly owned by any of the foregoing, and (ii) in the case of an entity, shall include a partnership, a corporation or any natural person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. Notwithstanding anything to the contrary set forth herein, for purposes of this Agreement neither Goldman nor Pamplona shall be deemed to be an Affiliate of the other. As used herein, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Butler Holder**” means the Butler Member and any Permitted Transferee.

“**Butler Member**” has the meaning set forth in the Parent Company LLC Agreement.

“**Business Day**” means any day other than a Saturday, Sunday or a day on which banking institutions are authorized or obligated by law to be closed in New York, New York.

“**Class A Unit**” has the meaning set forth in the Parent Company LLC Agreement.

“**Common Stock**” means the common shares, par value $0.01 per share, of the Company and any shares into which such common stock may be converted.

“**Company Notice**” has the meaning set forth in Section 2.01(a).

“**Company Takedown Notice**” has the meaning set forth in Section 2.01(f).

“**Demand Registration**” has the meaning set forth in Section 2.01(a).

“**Eligible Holders**” has the meaning set forth in Section 2.01(a).

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**FINRA**” means the Financial Industry Regulatory Authority.

“**Goldman**” means Broad Street Principal Investments, L.L.C., MBD 2013 Holdings, L.P., Bridge Street 2013 Holdings, L.P. and their respective successors or Affiliates.

“**Governmental Authority**” means any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any executive official thereof.

“**HEP Member**” has the meaning set forth in the Parent Company LLC Agreement.

“**Initiating Holder**” has the meaning set forth in Section 2.01(a).

“**IPO**” has the meaning set forth in the recitals to this Agreement.

“**Loss**” or “**Losses**” has the meaning set forth in Section 2.08(a).

“**NIGI Member**” has the meaning set forth in the Parent Company LLC Agreement.

“**Pamplona**” means Pamplona Capital Partners III, L.P. or its respective successors or Affiliates.

“**Parent Company LLC Agreement**” means the Second Amended and Restated Limited Liability Company Agreement of Brighton Health Group Holdings, LLC (f/k/a MC Acquisition Holdings I, L.L.C.), dated as of August 29, 2014, as amended on May 4, 2017 and as of February 1, 2019.

“**Permitted Transferee**”, as to any Holder, has the meaning set forth in the Parent Company LLC Agreement.

“**Person**” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

“**Piggyback Registration**” has the meaning set forth in Section 2.02(a).

“**Post-IPO Distribution**” has the meaning set forth in Section 1.03 below.

“**Principal Terms Letter**” means that certain Summary of Principal Terms, dated April 29, 2021, by and among the Parent Company, Goldman, Pamplona, Brighton Family, LLC, Jeffrey B. Butler, David Rothenberg, HEP Privia Investors, LLC and National Investment Group, Inc.

“**Privia Holders**” means each of the Butler Holder, the HEP Member, the NIGI Member and the Rothenberg Holder.

“**Prospectus**” means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including post-effective amendments, and all other material incorporated by reference in such prospectus.

“**Registrable Securities**” means any Shares and any securities issued or issuable directly or indirectly with respect to, in exchange for, upon the conversion of or in replacement of the Shares, whether by way of a dividend or distribution or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, exchange or other reorganization; *provided* that any such Shares shall cease to be Registrable Securities if (i) they have been registered and sold pursuant to an effective Registration Statement, (ii) they have been transferred by a Holder in a transaction in which the Holder’s rights under this Agreement are not, or cannot be, assigned, or (iii) they have ceased to be outstanding.

“**Registration**” means a registration with the SEC of the offer and sale to the public of Common Stock under a Registration Statement. The terms “**Register,**” “**Registered**” and “**Registering**” shall have a correlative meaning.

“**Registration Expenses**” shall mean any and all expenses incident to the Company’s performance of or compliance with this Agreement, including all (i) registration, qualification and filing fees; (ii) expenses incurred in connection with the preparation, printing and filing under the Securities Act of the Registration Statement, any Prospectus and any issuer free writing prospectus and the distribution thereof; (iii) the fees and expenses of the Company’s counsel and independent accountants (including the expenses of any audit or review and/or “comfort” letter and updates thereto); (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Shares under the state or foreign securities or blue sky laws and the preparation, printing and distribution of a blue sky or legal investment memorandum (including the related fees and expenses of counsel); (v) the costs and charges of any transfer agent, custodian or any registrar; (vii) all expenses and application fees incurred in connection with any filing with, and clearance of an offering by, FINRA; (vii) expenses incurred in connection with any “**road show**” presentation to potential investors; (viii) printing expenses, messenger, telephone and delivery expenses; (ix) internal expenses of the Company (including all salaries and expenses of employees of the Company performing legal or accounting duties); (x) with respect to each Demand Registration or Underwritten Offering, the reasonable and documented fees and expenses of one counsel for the Initiating Holder and each other Eligible Holder participating in such offering or sale; *provided*, that the reimbursement of such fees and expenses shall not exceed $75,000 in the aggregate; (xi) any other fees and disbursements of underwriters, if customarily paid by issuers or sellers of securities, including reasonable and documented fees and expenses of counsel for the underwriters (including in connection with any filing with or review by FINRA); and (xii) fees and expenses of listing any Registrable Securities on any securities exchange on which shares of Common Stock are then listed; but excluding any Selling Expenses.

“**Registration Period**” has the meaning set forth in Section 2.01(c).

“**Registration Rights**” shall mean the rights of the Holders to cause the Company to Register Registrable Securities pursuant to this Agreement.

“**Registration Statement**” means any registration statement of the Company filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

“**Rothenberg Holder**” means David Rothenberg and any Permitted Transferee.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Selling Expenses**” means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder.

“**Shareholder Rights Agreement**” means that certain Shareholder Rights Agreement, dated as of the date hereof, by and among the Company, Broad Street Principal Investments, L.L.C., MBD 2013 Holdings, L.P., Bridge Street 2013 Holdings, L.P., and Pamplona Capital Partners III, L.P.

“**Shares**” means all shares of Common Stock that are beneficially owned by the Holders or, any of their Affiliates or any permitted transferee of rights under Section 3.03 from time to time, whether or not held immediately following the IPO.

“**Shelf Registration**” means a Registration Statement of the Company for an offering to be made on a delayed or continuous basis of Common Stock pursuant to Rule 415 under the Securities Act (or similar provisions then in effect).

“**Sponsor Holders**” means, collectively, Goldman and Pamplona.

“**Subsidiary**” means, when used with respect to any Person, (a) a corporation in which such Person or one or more Subsidiaries of such Person, directly or indirectly, owns capital stock having a majority of the total voting power in the election of directors of all outstanding shares of all classes and series of capital stock of such corporation entitled generally to vote in such election; and (b) any other Person (other than a corporation) in which such Person or one or more Subsidiaries of such Person, directly or indirectly, has (i) a majority ownership interest or (ii) the power to elect or direct the election of a majority of the members of the governing body of such first-named Person.

“**Sullivan Holder**” means Brighton Family, LLC.

“**Takedown Notice**” has the meaning set forth in Section 2.01(f).

“**Underwritten Offering**” means a Registration in which securities of the Company are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

“**Unit**” has the meaning set forth in the Parent Company LLC Agreement.

“**Unit Holder**” has the meaning set forth in the Parent Company LLC Agreement.

“**Valid Business Reason**” has the meaning set forth in Section 2.01(h).

Section 1.02. *General Interpretive Principles*. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. Whenever the words “**include**,” “**includes**” or “**including**” are used in this Agreement, they shall be deemed to be followed by the words “**without limitation**.” Unless otherwise specified, the terms “**hereof**,” “**herein**,” “**hereunder**” and similar terms refer to this Agreement as a whole (including the exhibits hereto), and references herein to Articles and Sections refer to Articles and Sections of this Agreement. Except as otherwise indicated, all periods of time referred to herein shall include all Saturdays, Sundays and holidays; *provided*, *however*, that if the date to perform the act or give any notice with respect to this Agreement shall fall on a day other than a Business Day, such act or notice may be performed or given timely if performed or given on the next succeeding Business Day. References to a Person are also to its permitted successors and assigns. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 1.03. *Distribution.* As promptly as practicable after the date of consummation of the IPO, the Parent Company shall effect a distribution of all of the Shares held by it and the net cash proceeds received from the Parent Company’s sale of Shares in the IPO to the Unit Holders of the Parent Company (including the Holders) in respect of their Units in accordance with and pursuant to the provisions of Section 5.1 of the Parent Company LLC Agreement and the terms and conditions of the Principal Terms Letter (such distribution, the “**Post-IPO Distribution**”). For the avoidance of doubt, following the Post-IPO Distribution (x) the Holders will continue to own their Units in the Parent Company, and (y) the terms and conditions of this Agreement shall cease to apply to the Parent Company.

ARTICLE 2
REGISTRATION RIGHTS

Section 2.01. *Registration*.

(a) *Request*. Each of Goldman and Pamplona and, subject to the limitations in Section 2.01(b), each of (x) the Privia Holders, and (y) the Sullivan Holder, and any permitted transferee of rights pursuant to Section 3.03, shall have the right to request that the Company file a Registration Statement with the SEC on the appropriate registration form (a "**Demand Registration**") for all or part of the Registrable Securities held by such Holder once such Holder is no longer subject to the underwriter lock-up applicable to it entered into in connection with the IPO (which may be due to the expiration or waiver of such underwriter lock-up with respect to such Registrable Securities) by delivering a written request to the Company specifying the kind and approximate number of shares of Registrable Securities such Holder wishes to Register and the intended method of distribution thereof (a "**Demand Request**" and the Holder submitting such Demand Request, the "**Initiating Holder**"). The Company shall (i) within 10 days of the receipt of such request, give written notice of such Demand Request (the "**Company Notice**") to all Holders other than the relevant Initiating Holder (the "**Eligible Holders**"), (ii) as expeditiously as possible (but in any event within 45 days of receipt of the request) use its reasonable best efforts to file a Registration Statement in respect of such Demand Request (including, without limitation, by means of a Shelf Registration pursuant to Rule 415 under the Securities Act if so requested and if the Company is then eligible to use such a registration), (iii) use its reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable thereafter, and (iv) use its reasonable best efforts to obtain acceleration of the effective date of the Registration Statement relating to such Demand Request. Subject to Section 2.01(e), the Company shall include in such Registration, in addition to the Registrable Securities of the relevant Initiating Holder covered by the Demand Request, all Registrable Securities that the Eligible Holders request to be included within the 10 Business Days following their receipt of the Company Notice.

(b) *Limitations of Demand Registrations*. There shall be no limitation on the number of Demand Requests by either Goldman or Pamplona pursuant to Section 2.01(a). If, within twenty-four (24) months of the date of consummation of the IPO, neither Goldman nor Pamplona has requested that the Company effect a Demand Registration, then (i) the Privia Holders, collectively, may, in a writing signed by the Butler Member and either the NIGI Member or the HEP Member delivered to the Company, request that the Company effect one Demand Registration pursuant to this Section 2.01(b); *provided further,* that any Demand Registration requested by the Privia Holders pursuant to this Section 2.01(b) (including, for the avoidance of doubt, the Registrable Securities of Eligible Holders requested to be registered) must represent (A) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least $25,000,000 in gross proceeds or (B) all of the remaining Registrable Securities owned by the relevant Initiating Holder and its Affiliates, and (ii) the Sullivan Holder may request that the Company effect one Demand Registration pursuant to this this Section 2.01(b); *provided further,* that any Demand Registration requested by the Sullivan Holder pursuant to this Section 2.01(b) (including, for the avoidance of doubt, the Registrable Securities of Eligible Holders requested to be registered) must represent (A) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least $25,000,000 in gross proceeds or (B) all of the remaining Registrable Securities owned by the relevant Initiating Holder and its Affiliates. For purposes of this Section 2.01(b), the Privia Holders shall be deemed to be a single Initiating Holder.

(c) *Effective Registration*. The Company shall be deemed to have effected a Registration for purposes of Section 2.01(b) if the Registration Statement is declared effective by the SEC or becomes effective upon filing with the SEC, and remains effective until the earlier of (i) the date when all Registrable Securities thereunder have been sold and (ii) 180 days from the effective date of the Registration Statement (or, with respect to a shelf registration statement on Form S-3, until all Registrable Securities covered by such registration statement shall have been sold or have otherwise ceased to be Registrable Securities) (the "**Registration Period**"). No Registration shall be deemed to have been effective if (A) the conditions to closing specified in the underwriting agreement, if any, entered into in connection with such Registration are not satisfied by reason of any refusal, inability or failure on the part of the Company to satisfy any such condition or (B) the number of Registrable Securities included in any such Registration Statement is reduced in accordance with Section 2.01(e) such that less than 25% of the aggregate number of Registrable Securities requested to be Registered pursuant to Section 2.01(a) are included. If, during the Registration Period, such Registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other Governmental Authority, the Registration Period shall be extended on a day-for-day basis for any period the Holder is unable to complete an offering as a result of such stop order, injunction or other order or requirement of the SEC or other Governmental Authority.

(d) *Underwritten Offering*. If the Initiating Holder so indicates at the time of its request pursuant to Section 2.01(a), such offering of Registrable Securities shall be in the form of an Underwritten Offering and the Company shall include such information in the Company Notice. In the event that the Initiating Holder intends to distribute the Registrable Securities by means of an Underwritten Offering, no Holder may include Registrable Securities in such Registration unless such Holder, subject to the limitations set forth in Section 2.06, (i) agrees to sell its Registrable Securities on the basis provided in the applicable underwriting arrangements; (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and (iii) cooperates with the Company's reasonable requests in connection with such Registration (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Holder's failure to cooperate, will not constitute a breach by the Company of this Agreement). In the event that the Initiating Holder intends to distribute the Registrable Securities by means of an Underwritten Offering, such Initiating Holder shall have the right to designate the lead managing underwriter and each other managing and non-managing underwriter for such Underwritten Offering; *provided*, that, in each case, such lead managing underwriter and each other managing and non-managing underwriter is reasonably satisfactory to the Company, which such approval shall not be unreasonably withheld, conditioned or delayed.

(e) *Priority of Securities in an Underwritten Offering*. If the managing underwriter or underwriters of a proposed Underwritten Offering of the Registrable Securities included in a Demand Registration, including an Underwritten Offering from a Shelf Registration, pursuant to this Section 2.01, advise the Board of Directors of the Company in writing that, in its or their opinion, the number of securities requested to be included in such Underwritten Offering exceeds the number that can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the number of securities to be included in such Underwritten Offering shall be reduced in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Initiating Holder and the Eligible Holders; *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Company; *third*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Initiating Holder, the Eligible Holders and their Affiliates that have been requested to be included therein, *pro rata* based on the number of Registrable Securities requested to be included in such Underwritten Offering by the Initiating Holder and each such Eligible Holder, in each case to the extent necessary to reduce the total number of securities to be included in such offering to the number determined by the Initiating Holder and the Eligible Holders after consultation with the managing underwriter or underwriters.

(f) *Shelf Registration*. At any time after the date hereof when the Company is eligible to Register the applicable Registrable Securities on Form S-3 (or a successor form) and an Initiating Holder is entitled to request Demand Registrations, such Initiating Holder may request the Company to effect a Demand Registration as a Shelf Registration. For the avoidance of doubt, the requirement that (i) the Company deliver a Company Notice in connection with a Demand Registration and (ii) the right of Eligible Holders to request that their Registrable Securities be included in a Registration Statement filed in connection with a Demand Registration, each as set forth in Section 2.01(a), shall apply to a Demand Registration that is effected as a Shelf Registration. Subject to Section 2.01(b), there shall be no limitations on the number of Underwritten Offerings pursuant to a Shelf Registration by the Sponsor Holders. If any Initiating Holder holds Registrable Securities included on a Shelf Registration, it shall have the right to request that the Company cooperate in a shelf takedown at any time, including an Underwritten Offering, by delivering a written request thereof to the Company specifying the kind and approximate number of shares of Registrable Securities such Initiating Holder wishes to include in the shelf takedown ("**Takedown Notice**"). The Company shall (i) within five days of the receipt of a Takedown Notice, give written notice of such Takedown Notice to all Holders of Registrable Securities included on such Shelf Registration (the "**Company Takedown Notice**"), and (ii) shall take all actions reasonably requested by the Initiating Holder who submitted the Takedown Notice, including the filing of a Prospectus supplement and the other actions described in Section 2.04, in accordance with the intended method of distribution set forth in the Takedown Notice as expeditiously as practicable. If the takedown is an Underwritten Offering, the Company shall include in such Underwritten Offering all Registrable Securities that the Holders of Registrable Securities included in the Registration Statement for such Shelf Registration request be included within the five Business Days following such Holders' receipt of the Company Takedown Notice. If the takedown is an Underwritten Offering initiated by either the Privia Holders or the Sullivan Holder pursuant to Section 2.01(b), then, in each such case, the Registrable Securities requested to be included in a shelf takedown must represent (i) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least $25,000,000 in gross proceeds (including, for the avoidance of doubt, the Registrable Securities of all other Holders who request their Registrable Securities to be included) or (ii) all of the remaining Registrable Securities owned by the requesting Initiating Holder and its Affiliates. Notwithstanding the foregoing, if a Sponsor Holder wishes to engage in an underwritten block trade off of a Shelf Registration (either as a takedown under a newly filed automatic Shelf Registration or through a takedown from an already existing Shelf Registration), then, notwithstanding the foregoing time periods, the applicable Sponsor Holder only needs to notify the Company of the block trade at least five days prior to the day such offering is to commence (and such Sponsor Holder shall have provided the non-initiating Sponsor Holder with prior written notice of such block trade in accordance with the procedures adopted by the Coordination Committee (as defined in the Shareholder Rights Agreement)) and the Company shall notify the other Holders and the other Holders must elect whether or not to participate no later than two days prior to the date that such offering is to commence, and the Company shall (x) include in such offering all Registrable Securities of the Initiating Holder and the other Holders that elect to include their Registrable Securities in such offering (subject to the requirement that the Registrable Securities held by all such Holders electing to participate in such offering to be included must represent (A) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least $25,000,000 or (B) all of the remaining Registrable Securities owned by the Initiating Holder and all such Holders, as applicable), and (y) as expeditiously as possible use its reasonable best efforts to consummate such underwritten block trade (which may close as early as two (2) trading days after the trade date for such block trade). The Company shall, at the request of any Initiating Holder, file any prospectus supplement or, if the applicable Shelf Registration is an automatic shelf registration statement, any post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the applicable Initiating Holder(s) to effect such takedown offering. Once a Shelf Registration has been declared effective, the Sponsor Holders may request, and the Company shall be required to consummate, an unlimited number of takedown offerings and underwritten block trades with respect to such Shelf Registration, subject to the right of the Privia Holders to elect to participate in any such takedown offering or underwritten block trade on the terms and conditions contemplated by this Section 2.01(f) (including, to the extent elected by the Privia Holders, on a *pro rata* basis in respect of the portion of Registrable Securities then held by the relevant initiating Holder, on the one hand, and the Privia Holders, on the other hand. For the avoidance of doubt, in the event that any Sponsor Holder initiates a block trade that is to be effected as a Rule 4(a)(1)(1/2) private placement, the provisions of this Section 2.01(f) shall apply to such offering *mutatis mutandis*.

(g) *SEC Form*. Except as set forth in the next sentence, the Company shall use its reasonable best efforts to cause Demand Registrations to be Registered on Form S-3 (or any successor form), and if the Company is not then eligible under the Securities Act to use Form S-3, Demand Registrations shall be Registered on Form S-1 (or any successor form). The Company shall use its reasonable best efforts to become eligible to use Form S-3 as expeditiously as possible and, after becoming eligible to use Form S-3, shall use its reasonable best efforts to remain so eligible. All Demand Registrations shall comply with applicable requirements of the Securities Act and, together with each Prospectus included, filed or otherwise furnished by the Company in connection therewith, shall not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(h) *Postponement*. Upon notice to, in the case of a Demand Registration, the Initiating Holder for such Demand Registration and any other Eligible Holders or, in the case of a shelf takedown, the Initiating Holder or Holders requesting such shelf takedown and any other Holders to which a Company Takedown Notice has been delivered with respect to such shelf takedown, the Company may postpone effecting a Registration or shelf takedown, as applicable, pursuant to this Section 2.01 on two occasions during any period of twelve consecutive months for a reasonable time specified in the notice but not exceeding 90 days (provided that (1) such period may not be extended or renewed, and (2) the Company may not so postpone effecting a Registration or shelf takedown, as applicable, for two consecutive (i.e., on a “back-to-back” basis) 90-day periods without the prior written consent of the applicable Initiating Holder (such consent not to be unreasonably withheld, conditioned or delayed)), if (i) the Board of Directors of the Company reasonably believes that effecting the Registration or shelf takedown, as applicable, would materially and adversely affect a proposal or plan by the Company to engage in (directly or indirectly through any of its Subsidiaries): (x) a material acquisition or divestiture of assets; (y) a merger, consolidation, tender offer, reorganization, primary offering of the Company’s securities or similar material transaction; or (z) a material financing or any other material business transaction with a third party or (ii) the Company is, based on the advice of counsel, in possession of material non-public information the disclosure of which during the period specified in such notice the Company reasonably believes would not be in the best interests of the Company (the foregoing clauses (i) and (ii), a “**Valid Business Reason**”). Any notice to be delivered by the Company pursuant to this Section 2.01(h) shall be in the form of a certificate signed by the Chief Executive Officer or Chief Financial Officer of the Company stating that in their good faith judgment a Valid Business Reason exists. If the Company delivers a postponement notice pursuant to this Section 2.01(h), the Company shall not, during the applicable period of postponement, withdrawal or suspension, register any of its common equity securities, other than pursuant to a registration statement on Form S-4 or Form S-8 (or an equivalent registration form then in effect). If the Company shall give any notice of any withdrawal or postponement of a Registration Statement pursuant to this Section 2.01(h), the Company shall, not later than five Business Days after the Valid Business Reason that caused such withdrawal or postponement no longer exists, use its reasonable best efforts to effect the applicable Registration or shelf takedown covered by the withdrawn or postponed Registration Statement in accordance with this Section 2.01 (unless the relevant Initiating Holder shall have withdrawn such request, in which case the Company shall not be considered to have effected an effective Registration for purposes of this Section 2.01).

(i) *Right to Withdraw*. Unless otherwise agreed, as to any Underwritten Offering in which a Holder shall have requested its Registrable Securities to be included, such Holder shall have the right to prior notice of the proposed pricing for the Shares to be sold in such Underwritten Offering and to withdraw its request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.01 at any time prior to the execution of an underwriting agreement with respect thereto by giving written notice to the Company of such Holder's request to withdrawn and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Demand Registration at any time prior to the effective date thereof.

Section 2.02. *Piggyback Registrations*.

(a) *Participation*. If the Company proposes to file a Registration Statement under the Securities Act with respect to any offering of Common Stock for its own account and/or for the account of any other Persons (other than a Registration (i) under Section 2.01 hereof, (ii) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement) or Form S-4 or similar form that relates to a transaction subject to Rule 145 under the Securities Act, (iii) in connection with any dividend reinvestment or similar plan or (iv) for the sole purpose of offering securities to another entity or its security holders in connection with the acquisition of assets or securities of such entity or any similar transaction), then, as soon as practicable (but in no event less than 10 Business Days prior to the proposed date of filing such Registration Statement), the Company shall give written notice of such proposed filing to each Holder, and such notice shall offer such Holders the opportunity to Register under such Registration Statement such number of Registrable Securities as each such Holder may request in writing (a "**Piggyback Registration**"). Subject to this Section 2.02(a) and Section 2.02(c), the Company shall include in such Registration Statement all such Registrable Securities that are requested to be included therein within 7 Business Days after the receipt of any such notice; *provided*, *however*, that if, at any time after giving written notice of its intention to Register any securities pursuant to this Section 2.02(a) and prior to the effective date of the Registration Statement filed in connection with such Registration, the Company shall determine for any reason not to Register or to delay Registration of such securities, the Company may, at its election, give written notice of such determination to each such Holder and, thereupon, (A) in the case of a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration and shall have no liability to any Holder in connection with such termination, and (B) in the case of a determination to delay Registration, shall be permitted to delay Registering any Registrable Securities for the same period as the delay in Registering such other shares of Common Stock, in each case without prejudice, however, to the rights of any Holder to request that such Registration be effected as a Demand Registration under Section 2.01. For the avoidance of doubt, no Registration effected under this Section 2.02 shall relieve the Company of its obligation to effect any Demand Registration under Section 2.01. If any offering pursuant to a Registration Statement pursuant to this Section 2.02 is to be an Underwritten Offering, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and the Company shall use reasonable best efforts to coordinate arrangements with the underwriters so that each such Holder may, participate in such Underwritten Offering. If any offering pursuant to such Registration Statement is to be on any other basis, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and the Company shall use reasonable best efforts to coordinate arrangements so that each such Holder may, participate in such offering on such basis. If the Company files a Shelf Registration for its own account and/or for the account of any other Persons, the Company agrees that it shall use its reasonable best efforts to include in such Registration Statement such disclosures as may be required by Rule 430B under the Securities Act in order to ensure that the Holders may be added to such Shelf Registration at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

(b) *Right to Withdraw*. Unless otherwise agreed, each Holder shall have the right to withdraw such Holder's request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.02 at any time prior to the execution of an underwriting agreement with respect thereto by giving written notice to the Company of such Holder's request to withdraw and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Piggyback Registration at any time prior to the effective date thereof.

(c) *Priority of Piggyback Registration*. If the managing underwriter or underwriters of any proposed Underwritten Offering of a class of Registrable Securities included in a Piggyback Registration informs the Company and the Holders in writing that, in its or their opinion, the number of securities of such class which such Holder and any other Persons intend to include in such Underwritten Offering exceeds the number which can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Underwritten Offering shall be reduced in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Holders; and *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Holders and their Affiliates that have been requested to be included therein, *pro rata* based on the number of Registrable Securities requested to be included in such Underwritten Offering by each such Holder, in each case to the extent necessary to reduce the total number of securities to be included in such offering to the number recommended by the managing underwriter or underwriters.

Section 2.03. *Selection of Underwriter(s) etc*. In any Underwritten Offering pursuant to Section 2.02, the Company shall select the underwriter(s), financial printer and/or solicitation and/or exchange agent (if any). The Company may consult with the applicable Sponsor Holder(s) participating in such Underwritten Offering in its selection, provided that the Company shall be under no obligation to such Holder(s) as a result of or in connection with such consultation.

Section 2.04. *Registration Procedures*.

(a) In connection with the Registration and/or sale of Registrable Securities pursuant to this Agreement, through an Underwritten Offering or otherwise, the Company shall use reasonable best efforts to effect or cause the Registration and the sale of such Registrable Securities in accordance with the intended methods of disposition thereof and:

(i) prepare and file the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing with the SEC a Registration Statement or Prospectus, or any amendments or supplements thereto, (A) furnish (without charge) to the underwriters, if any, and to the Holders participating in such Registration, copies of all documents prepared to be filed, which documents will be subject to the review of such underwriters and such participating Holders and their respective counsel, and (B) consider in good faith any comments of the underwriters and Holders and their respective counsel on such documents;

(ii) prepare and file with the SEC such pre- and post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective in accordance with the terms of this Agreement and to comply with the provisions of the Securities Act with respect to the disposition of all of the Shares Registered thereon, in each case, in accordance with the intended method(s) of disposition by the participating Holders set forth in such Registration Statement;

(iii) in the case of a Shelf Registration, prepare and file with the SEC such pre- and post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Shares subject thereto for a period ending on the 3rd anniversary after the effective date of such Registration Statement;

(iv) notify the participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, or when the applicable Prospectus or any amendment or supplement to such Prospectus has been filed, (B) of any written comments by the SEC or any request by the SEC or any other Governmental Authority for amendments or supplements to such Registration Statement or such Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order preventing or suspending the use of any preliminary or final Prospectus or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, and (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(v) promptly notify each selling Holder and the managing underwriter or underwriters, if any, when the Company becomes aware of the occurrence of any event as a result of which the applicable Registration Statement or the Prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus and any preliminary Prospectus, in light of the circumstances under which they were made) not misleading or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the selling Holder and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement or Prospectus which will correct such statement or omission or effect such compliance;

(vi) use its reasonable best efforts to prevent or obtain the withdrawal of any stop order or other order suspending the use of any preliminary or final Prospectus;

(vii) promptly incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, and the Holders may reasonably request to be included therein in order to permit the intended method of distribution of the Registrable Securities; and make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) furnish to each selling Holder and each underwriter, if any, without charge, as many conformed copies as such Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(ix) deliver to each selling Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus) and any amendment or supplement thereto as such Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus or any amendment or supplement thereto by each selling Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto) and such other documents as such selling Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter;

(x) on or prior to the date on which the applicable Registration Statement is declared effective or becomes effective, use its reasonable best efforts to register or qualify, and cooperate with each selling Holder, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or "blue sky" laws of each state and other jurisdiction of the United States as any selling Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and so as to permit the continuance of sales and dealings in such jurisdictions of the United States for so long as may be necessary to complete the distribution of the Registrable Securities covered by the Registration Statement; *provided* that the Company will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(xi) in connection with any sale of Registrable Securities that will result in such securities no longer being Registrable Securities, cooperate with each selling Holder and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive Securities Act legends; and to register such Registrable Securities in such denominations and such names as such selling Holder or the underwriter(s), if any, may request at least two Business Days prior to such sale of Registrable Securities; *provided* that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xii) cooperate and assist in any filings required to be made with the FINRA and each securities exchange, if any, on which any of the Company's securities are then listed or quoted and on each inter-dealer quotation system on which any of the Company's securities are then quoted, and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of each such exchange, and use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(xiii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; *provided* that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xiv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the selling Holders and the underwriter or underwriters, an opinion, including customary negative assurances, from the Company's outside counsel in customary form and content for the type of Underwritten Offering, dated the date of the closing under the underwriting agreement;

(xv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the underwriter or underwriters and, to the extent agreed by the Company's independent certified public accountants, each selling Holder, a comfort letter from the Company's independent certified public accountants (and the independent certified public accountants with respect to any acquired company financial statements) in customary form and content for the type of Underwritten Offering, including with comfort letters customarily delivered in connection with quarterly period financial statements if applicable, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement;

(xvi) use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders, as soon as reasonably practicable, but no later than 90 days after the end of the 12-month period beginning with the first day of the Company's first quarter commencing after the effective date of the applicable Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder and covering the period of at least 12 months, but not more than 18 months, beginning with the first month after the effective date of the Registration Statement;

(xvii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xviii) cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company's Common Stock are then listed or quoted and on each inter-dealer quotation system on which any of the Company's Common Stock are then quoted, including the filing of any required supplemental listing application;

(xix) provide (A) each Holder participating in the Registration, (B) the underwriters (which term, for purposes of this Agreement, shall include a Person deemed to be an underwriter within the meaning of Section 2(11) of the Securities Act), if any, of the Registrable Securities to be Registered, (C) the sale or placement agent therefor, if any, (D) counsel for such underwriters or agent, and (E) any attorney, accountant or other agent or representative retained by such Holder or any such underwriter, as selected by such Holder, the opportunity to participate in the preparation of such Registration Statement, each Prospectus included therein or filed with the SEC, and each amendment or supplement thereto, and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such Holder(s) and their counsel should be included; and for a reasonable period prior to the filing of such Registration Statement, make available upon reasonable notice at reasonable times and for reasonable periods for inspection by the parties referred to in (A) through (E) above, all pertinent financial and other records, pertinent corporate documents and properties of the Company that are available to the Company, and cause the Company's officers, employees and the independent public accountants who have certified its financial statements to make themselves available at reasonable times and for reasonable periods, to discuss the business of the Company and to supply all information available to the Company reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility, subject to the foregoing, *provided* that any such Person gaining access to information or personnel pursuant to this Section 2.04(a)(xix) shall agree to use reasonable efforts to protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential, and of which determination such Person is notified, unless (x) the release of such information is required by law or regulation or is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, (y) such information is or becomes publicly known without a breach of this Agreement, (F) such information is or becomes available to such Person on a non-confidential basis from a source other than the Company or (z) such information is independently developed by such Person;

(xx) to cause the executive officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter or underwriters in any Underwritten Offering and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto; and

(xxi) take all other customary steps reasonably necessary to effect the Registration, offering and sale of the Registrable Securities.

(b) As a condition precedent to any Registration hereunder, the Company may require each Holder as to which any Registration is being effected to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder, its ownership of Registrable Securities and other matters as the Company may from time to time reasonably request in writing (which such information shall be used by the Company only in connection with the consummation of such Registration). Each such Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Each Holder agrees, that, upon receipt of any written notice from the Company of the occurrence of any event of the kind described in Section 2.04(a)(v), such Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.04(a)(v), or until such Holder is advised in writing by the Company that the use of the Prospectus may be resumed, and if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the period during which the applicable Registration Statement for a Demand Registration is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus contemplated by Section 2.04(a)(v) or is advised in writing by the Company that the use of the Prospectus may be resumed.

Section 2.05. *Holdback Agreements*. Upon notice from the managing underwriter or underwriters in connection with any Registration for an Underwritten Offering of the Company's securities (other than pursuant to a registration statement on Form S-4 or any similar or successor form or pursuant to a registration solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), the Company and each Holder that requests to have its Registrable Securities included in such Registration agrees not to effect (other than pursuant to such Registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the managing underwriters during such period as reasonably requested by the managing underwriters (but in no event longer than the seven days before and the 90 days after the pricing of such Underwritten Offering); and subject to reasonable and customary exceptions to be agreed with such managing underwriter or underwriters. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section 2.05 shall be required of Holders unless each of the Company's directors and executive officers agrees to be bound by a substantially identical holdback agreement for at least the same period of time.

Section 2.06. *Underwriting Agreement in Underwritten Offerings*. If requested by the managing underwriters for any Underwritten Offering, the Company and the participating Holders shall enter into an underwriting agreement in customary form with such underwriters for such offering; *provided*, *however*, that no Holder shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (i) such Holder's ownership of Registrable Securities to be transferred free and clear of all liens, claims and encumbrances created by such Holder, (ii) such Holder's power and authority to effect such transfer, (iii) such matters pertaining to such Holder's compliance with securities laws as reasonably may be requested and may be agreed and (iv) such Holder's intended method of distribution) or to undertake any indemnification obligations to the Company with respect thereto, except as otherwise provided in Section 2.08 hereof.

Section 2.07. *Registration Expenses Paid By Company*. In the case of any Registration of Registrable Securities required pursuant to this Agreement (including any Registration that is delayed or withdrawn) or proposed Underwritten Offering pursuant to this Agreement, the Company shall pay all Registration Expenses regardless of whether the Registration Statement becomes effective or the Underwritten Offering is completed. The Company shall have no obligation to pay any Selling Expenses for Registrable Securities offered by any Holders.

Section 2.08. Indemnification.

(a) *Indemnification by the Company*. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder and such Holder's officers, directors, employees, advisors, Affiliates and agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Holder from and against any and all losses, claims, damages, liabilities (or actions in respect thereof, whether or not such indemnified party is a party thereto) and expenses, joint or several (including reasonable costs of investigation and legal expenses) (each, a "**Loss**" and collectively "**Losses**") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus (as defined in Rule 405 under the Securities Act) that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; *provided*, *however*, that the Company shall not be liable to any particular indemnified party in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder.

(b) *Indemnification by the Selling Holder*. Each selling Holder agrees (severally and not jointly) to indemnify and hold harmless, to the full extent permitted by law, the Company and the Company's directors, officers, employees, advisors, Affiliates and agents and each Person who controls the Company (within the meaning of the Securities Act and the Exchange Act) from and against any Losses arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading but only to the extent, in each of cases (i) or (ii), that such untrue statement or omission is contained in any information furnished in writing by such selling Holder to the Company expressly for inclusion in such Registration Statement, Prospectus, preliminary Prospectus or free writing prospectus. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder from the sale of the Registrable Securities giving rise to such indemnification obligation. This indemnity shall be in addition to any liability the selling Holder may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party.

(c) *Conduct of Indemnification Proceedings*. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder to the extent that it is materially prejudiced by reason of such delay or failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided*, *however*, that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder, (c) the named parties to any proceeding include both such indemnified and the indemnifying party and the indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, or (d) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent, but such consent may not be unreasonably withheld, conditioned or delayed. If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party, which consent may not be unreasonably withheld, conditioned or delayed. No indemnifying party shall consent to entry of any judgment or enter into any settlement without the consent of the indemnified party which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm (in addition to any appropriate local counsel) at any one time from all such indemnified party or parties unless (x) the employment of more than one counsel has been authorized in writing by the indemnifying party or parties, (y) an indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it that are different from or in addition to those available to the other indemnified parties or (z) a conflict or potential conflict exists or in the reasonable judgment of such indemnified party may exist (based on advice of counsel to an indemnified party) between such indemnified party or parties and the other indemnified parties, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel.

(d) *Contribution*. If for any reason the indemnification provided for in Section 2.08(a) or Section 2.08(b) is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by Section 2.08(a) or Section 2.08(b), then the indemnifying party shall, to the fullest extent permitted by law, in lieu of indemnifying such indemnified party thereunder, contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding anything in this Section 2.08(d) to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this Section 2.08(d) to contribute any amount in excess of the amount by which the net proceeds received by such indemnifying party from the sale of Registrable Securities in the offering to which the Losses of the indemnified parties relate exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.08(d) were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.08(d). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party hereunder shall be deemed to include, for purposes of this Section 2.08(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating, preparing to defend or defending against or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding. If indemnification is available under this Section 2.08, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.08(a) and Section 2.08(b) hereof without regard to the relative fault of said indemnifying parties or indemnified party.

Section 2.09. *Reporting Requirements; Rule 144*. Following the IPO, the Company shall use its reasonable best efforts to be and remain in compliance with the periodic filing requirements imposed under the SEC's rules and regulations, including the Exchange Act, and thereafter shall timely file such information, documents and reports as the SEC may require or prescribe under Section 13 or 15(d) (whichever is applicable) of the Exchange Act. If the Company is not required to file such reports during such period, it will, upon the request of any Holder, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rule 144 or Regulation S under the Securities Act, and it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (b) any rule or regulation hereafter adopted by the SEC. From and after the date hereof through the date upon which no Holder owns any Registrable Securities, the Company shall forthwith upon request furnish any Holder (i) a written statement by the Company as to whether it has complied with such requirements and, if not, the specifics thereof, (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents filed by the Company with the SEC as such Holder may reasonably request in availing itself of an exemption for the sale of Registrable Securities without registration under the Securities Act.

Section 2.10. *Limitations on Subsequent Registration Rights*. The Company agrees that it shall not enter into any agreement with any holder or prospective holder of any securities of the Company (i) that would allow such holder or prospective holder to include such securities in any Demand Registration or Piggyback Registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that their inclusion would not reduce the amount of the Registrable Securities of the Holders included therein or (ii) on terms otherwise more favorable to such holder or prospective holder of any securities of the Company than the terms applicable to the Holders set forth in this Agreement.

ARTICLE 3
MISCELLANEOUS

Section 3.01. *Term*. This Agreement shall terminate at such time as there are no Registrable Securities, except for the provisions of Section 2.07 and Section 2.08 and all of this Article 3, which shall survive any such termination.

Section 3.02. *Notices*. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) when sent by email upon confirmation of receipt or (c) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Goldman, to its address as set forth below:

c/o Goldman, Sachs & Co. LLC
200 West Street
New York, New York 10282-2198
Attention: Jeffrey Bernstein
Email: jeff.bernstein@gs.com

and

c/o Goldman, Sachs & Co. LLC
200 West Street
New York, New York 10282-2198
Attention: Benjamin Haskins, Esq.
Email: Ben.Haskins@gs.com

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

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attention: Robert Schwenkel, Esq.; Matthew Soran, Esq.
Email: Robert.Schwenkel@friedfrank.com; Matthew.Soran@friedfrank.com;

If to Pamplona, to its address as set forth below:

c/o Pamplona Capital Management LLP
667 Madison Avenue, 22nd Floor
New York, NY 10065
Attention: Will Sherrill; William Pruellage
Email: WSherrill@pamplonafunds.com; WPruellage@pamplonafunds.com

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

Lowenstein Sandler LLP
1251 Avenue of the Americas, 18th Floor
New York, NY 10020
Attention: Michael Brosse
Email: mbrosse@lowenstein.com

If to the Privia Holders, to the addresses set forth below:

Jeffrey B. Butler
****
Email: jeff@elusiveventures.com

National Investment Group, Inc.
****
****
Attention: Neil Leftwich, Robert Haft
Email: nleftwich.nig@cox.net robert@haft.org

HEP Privia Investors, LLC
c/o Health Enterprise Partners, LP
565 Fifth Avenue, 26th Floor
NY, NY 10017
Attention: David Tamburri
Email: dtamburri@hepfund.com

David Rothenberg
****
Email: rothenberg@post.harvard.edu

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

DLA Piper LLP (US)
251 Avenue of the Americas, 27th Floor
New York, NY 10020
Attention: Christopher Paci
Email: christopher.paci@us.dlapiper.com

If to the Sullivan Holder, to the address set forth below:

Brighton Family, LLC:
****
Attention: William M. Sullivan, Manager
bsullivan@brightonhealth.com

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

Diserio Martin O'Connor & Castiglioni LLP
1010 Washington Boulevard, Ste. 800
Stamford, CT 06901
Attention: William Durkin
wdurkin@dmoc.com

If to the Company to:

Privia Health Group, Inc.
950 N. Glebe Rd., Suite 700
Arlington, VA 22203
Attention: Thomas Bartrum, General Counsel

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Richard Truesdell
Fax: (212) 701-5674
Email: Richard.Truesdell@davispolk.com

If to any other Holder: as set forth on such Holder's signature page hereto.

Any party may, by notice to the other party, change the address to which such notices are to be given.

Section 3.03. *Successors, Assigns and Transferees*. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may assign this Agreement at any time in connection with a sale or acquisition of the Company, whether by merger, consolidation, sale of all or substantially all of the Company's assets, or similar transaction, without the consent of the Holders; *provided* that the successor or acquiring Person agrees in writing to become party to this Agreement and to assume all of the Company's rights and obligations under this Agreement. Each Holder shall have the right to assign all or part of its rights and obligations under this Agreement to any Affiliate or Permitted Transferee of such Holder or, otherwise, only in accordance with transfers of more than half of the Registrable Securities held (directly or indirectly) by such Holder as of the date hereof, in each case, subject to such assignee agreeing in writing to become party to this Agreement and to be bound by all of such Holder's rights and obligations under this Agreement with respect to the Registrable Securities so assigned or transferred. Upon any such assignment, such assignee shall have and be able to exercise and enforce the all rights of the assigning Holder with respect to the Registrable Securities assigned to it and, to the extent such rights are assigned, any reference to the assigning Holder shall be treated as a reference to the applicable assignee, to the extent of the Registrable Securities so assigned. Any assignee permitted under this Section 3.03 shall execute and deliver to the other parties hereto a copy of the instrument of adherence attached hereto as **Exhibit A**.

Section 3.04. *GOVERNING LAW; NO JURY TRIAL*.

(a) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE.

(b) With respect to any Action relating to or arising out of this Agreement, each party to this Agreement irrevocably (i) consents and submits to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City; (ii) waives any objection which such party may have at any time to the laying of venue of any Action brought in any such court, waives any claim that such Action has been brought in an inconvenient forum and further waives the right to object, with respect to such Action, that such court does not have jurisdiction over such party; and (iii) consents to the service of process at the address set forth for notices in Section 3.02 herein; *provided*, *however*, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law.

Section 3.05. *Specific Performance*. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

Section 3.06. *Headings*. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 3.07. *Severability*. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 3.08. *Amendment; Waiver*.

(a) This Agreement may not be amended or modified and waivers and consents to departures from the provisions hereof may not be given, except by an instrument or instruments in writing making specific reference to this Agreement and signed by the Company and Holders of a majority of the Registrable Securities as of such time (which must include each Sponsor Holder for so long as it holds, directly or indirectly, Registrable Securities); *provided*, *however*, that any amendment, modification or waiver that results in a material adverse effect on the rights of a Holder under this Agreement will require the written consent of such Holder.

(b) Waiver by any party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of the other party.

Section 3.09. *Further Assurances*. Each of the parties hereto shall execute and deliver all additional documents, agreements and instruments and shall do any and all acts and things reasonably requested by the other party hereto in connection with the performance of its obligations undertaken in this Agreement.

Section 3.10. *Counterparts*. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Execution of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

[*The remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PRIVIA HEALTH GROUP, INC.

By: /s/ Thomas Bartrum
Name: Thomas Bartrum
Title: General Counsel

[*Signature Page to Registration Rights Agreement*]

BRIGHTON HEALTH GROUP HOLDINGS, LLC. (as to Section 1.03 hereof)

/s/ James J. Cusumano

Name: James J. Cusumano

Title: Vice President

[*Signature Page to Registration Rights Agreement*]

BROAD STREET PRINCIPAL INVESTMENTS, L.L.C.

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Vice President

MBD 2013 HOLDINGS, L.P.

BY: MBD ADVISORS, L.L.C., ITS GENERAL PARTNER

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Vice President

BRIDGE STREET 2013 HOLDINGS, L.P.

BY: BRIDGE STREET OPPORTUNITY ADVISORS, L.L.C., ITS GENERAL PARTNER

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Vice President

[*Signature Page to Registration Rights Agreement*]

PAMPLONA CAPITAL PARTNERS III, L.P.

By: Pamplona Equity Advisors III Ltd., its general partner

By: /s/ Ronan Guilfoyle
Name: Ronan Guilfoyle
Title: Director

[*Signature Page to Registration Rights Agreement*]

/s/ Jeffrey B. Butler

Jeffrey B. Butler

[*Signature Page to Registration Rights Agreement*]

NATIONAL INVESTMENT GROUP, INC.

By: /s/ Robert Haft
Name: Robert Haft
Title: Manager

[*Signature Page to Registration Rights Agreement*]

HEP PRIVIA INVESTORS, LLC

By: /s/ David Tamburri
Name: David Tamburri
Title: Managing Partner

[*Signature Page to Registration Rights Agreement*]

BRIGHTON FAMILY, LLC

By: /s/ William M. Sullivan
Name: William M. Sullivan
Title: Manager

[*Signature Page to Registration Rights Agreement*]

/s/ David Rothenberg
David Rothenberg

[*Signature Page to Registration Rights Agreement*]

CHP III, L.P.

By: CHP III Management, LLC, its general partner

By: /s/ John J. Park
Name: John J. Park
Title: Managing Member

Address for Notices:
Cardinal Partners
230 Nassau Street
Princeton, NJ 08542
Attn: John Park
Email: johnpark@cardinalpartners.com

[*Signature Page to Registration Rights Agreement*]

SOUTH BEDFORD COMPANY LLC

By: /s/ Scott Hayworth, MD
Name: Scott Hayworth, MD
Title: President, Optum Tri-State

Address for Notices:

[*Signature Page to Registration Rights Agreement*]

By: /s/ Shawn Morris
Name: Shawn Morris

Address for Notices:

By: /s/ Parth Mehrotra
Name: Parth Mehrotra

Address for Notices:

[*Signature Page to Registration Rights Agreement*]

EXHIBIT A

THIS INSTRUMENT forms part of the Registration Rights Agreement (the "**Agreement**"), dated as of April May 2, 2021, by and among Privia Health Group, Inc., a Delaware corporation, and the other parties thereto. The undersigned hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby agrees that the terms and conditions of the Agreement binding upon and inuring to the benefit of such parties shall be binding upon and inure to the benefit of the undersigned and its successors and permitted assigns as if it were an original party to the Agreement. Capitalized terms used in this instrument but not otherwise defined shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this day of ___________, 20__.

By: ________________________________

Name:

Title:

[*Signature Page to Registration Rights Agreement*]

SCHEDULE I

1. Broad Street Principal Investments, L.L.C.
2. MBD 2013 Holdings, L.P.
3. Bridge Street 2013 Holdings, L.P.
4. Pamplona Capital Partners III, L.P.
5. Jeffrey B. Butler
6. National Investment Group, Inc.
7. HEP Privia Investors, LLC
8. Brighton Family, LLC
9. David Rothenberg
10. CHP III, L.P.
11. South Bedford Company LLC
12. Shawn Morris
13. Parth Mehrotra

[*Signature Page to Registration Rights Agreement*]

Exhibit 10.2

PRIVIA HEALTH GROUP, INC.

SHAREHOLDER RIGHTS AGREEMENT

Dated as of May 2, 2021

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Exhibit A - Form of Registration Rights Agreement

Exhibit B - Form of Director Indemnification Agreement

Annex I - Form of Audit Committee Charter

Annex II - Form of Compensation Committee Charter

Annex III - Form of Nominating and Corporate Governance Committee Charter

Annex IV - Form of Compliance Committee Charter

SHAREHOLDER RIGHTS AGREEMENT

This SHAREHOLDER RIGHTS AGREEMENT is made as of May 2, 2021, by and among Privia Health Group, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), Broad Street Principal Investments, L.L.C., a Delaware limited liability company ("BSPI"), MBD 2013 Holdings, L.P., a Cayman Islands exempted limited partnership ("MBD"), and Bridge Street 2013 Holdings, L.P., a Cayman Islands exempted limited partnership ("Bridge Street" and, together with BSPI, MBD and their respective Permitted Transferees (as defined herein), each a "GS Investor" and, collectively, the "GS Investors"), and Pamplona Capital Partners III, L.P., a Cayman Islands exempted limited partnership (together with its Permitted Transferees hereunder, the "Pamplona Investor" and, together with the GS Investors, each an "Investor" and, collectively, the "Investors").

WHEREAS, in connection with an initial public offering (the "IPO") of shares of common stock, par value $0.01 per share, of the Company (the "Shares"), the parties hereto desire to enter into this Agreement to govern certain of their rights, duties and obligations with respect to the Investors' ownership of Shares after consummation of the IPO.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, controls, is controlled by or is under common control with such Person. The term "control" (including the terms "controlled by" and "under common control with") as used with respect to any Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise to control such Person within the meaning of such term as used in Rule 405 under the Securities Act. "Controlled" and "controlling" have meanings correlative to the foregoing. Notwithstanding the foregoing, for purposes hereof, (a) none of the Investors, the Company nor any of their respective Subsidiaries shall be considered Affiliates of any portfolio operating company in which the Investors or any of their investment fund Affiliates have made a debt or equity investment solely as a result of such investment and (b) no Person registered as an investment company under the Investment Company Act of 1940 to whom an Affiliate of any Investor serves as investment adviser shall be considered an Affiliate of such Investor solely as a result of such Affiliate serving as such company's investment adviser.

"Affiliated" shall have a correlative meaning to the term "Affiliate".

"Agreement" means this Shareholder Rights Agreement.

"Approved Budget" means, with respect to any given year, the annual budget for the Company Group for such year after giving effect to the Investor approval rights set forth in Section 5.1.

"Beneficial Ownership", "Beneficial Owner", "beneficially own" and similar terms have the meanings set forth in Rule 13d-3 under the Exchange Act; provided, however, that no Investor shall be deemed to beneficially own any securities of the Company held by any other Investor solely by virtue of the provisions of this Agreement (other than this definition).

"BHG Holdings" means Brighton Health Group Holdings, LLC, a Delaware limited liability company.

"Board" means the Board of Directors of the Company.

"Bridge Street" has the meaning set forth in the Preamble.

"BSPI" has the meaning set forth in the Preamble.

"Business Day" means any day, other than a Saturday, Sunday or one on which banks are authorized by law to be closed in New York, New York.

"Bylaws" means the Bylaws of the Company as in effect on any date of determination.

"Change in Control" means the occurrence of any of the following events:

(a) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company to any "person" or "group" (as such terms are defined in Section 13(d)(3) of the Exchange Act), other than to any of the Investors or any of their respective Affiliates (collectively, the "Permitted Holders");

(b) any person or group, other than the Permitted Holders, is or becomes the Beneficial Owner, directly or indirectly, of more than fifty percent (50%) of the total voting power of the voting stock of the Company (or any entity which controls the Company, or which is a successor to all or substantially all of the assets of the Company), including by way of merger, recapitalization, reorganization, redemption, issuance of capital stock, consolidation, tender or exchange offer or otherwise; or

(c) a merger of the Company with or into another Person (other than the Permitted Holders) in which the voting stockholders of the Company immediately prior to such merger cease to hold at least fifty percent (50%) of the voting securities of the surviving entity or ultimate parent entity (in each case, including the Company) immediately following such merger; provided that, in each case under clause (a), (b) or (c), no Change in Control shall occur unless the Permitted Holders in such transaction cease to have the ability, without the approval of any Person who is not a Permitted Holder, to elect more directors of the Company (or any resulting entity) than any other stockholder or group of Affiliated stockholders of the Company.

"Charter" means the Certificate of Incorporation of the Company as in effect on any date of determination.

"Chosen Courts" has the meaning set forth in Section 7.4(b).

"Company" has the meaning set forth in the Preamble.

"Company Group" means the Company, each Subsidiary of the Company and each other Person that is controlled directly or indirectly by the Company.

"Coordination Committee" has the meaning set forth in Section 4.2(a).

"Distribution Event" means a distribution of Shares by BHG Holdings to its equityholders following the consummation of the IPO.

"Encumbrance" means any charge, claim, community or other marital property interest, right of first option, right of first refusal, mortgage, pledge, lien or other encumbrance.

"Equity Securities" means (a) any capital stock (including the Shares), partnership interests, limited liability company interests, units or any other type of equity interest, or other indicia of equity ownership (including profits interests) (collectively, "Interests"), (b) any security convertible into or exercisable or exchangeable for, with or without consideration, any Interests (including any option to purchase such convertible security), (c) any security carrying any warrant or right to subscribe to or purchase any security described in clause (a) or clause (b), or (d) any such warrant or right described in clause (c).

"Exchange Act" means the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder.

"First Threshold Date" has the meaning set forth in Section 3.2(a).

"Governmental Authority" means any United States or foreign government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including the SEC, or any other authority, agency, department, board, commission or instrumentality of the United States, any State of the United States or any political subdivision thereof or any foreign jurisdiction, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any United States or foreign governmental or non-governmental self-regulatory organization, agency or authority.

"GS Investors" has the meaning set forth in the Preamble.

"GS Representative" means, initially, BSPI; provided, that upon delivery of written notice to the Company signed by each GS Investor hereunder, the GS Investors may select an alternative GS Investor that is a signatory to this Agreement as the "GS Representative" for purposes of Section 5.1 hereof.

"Indebtedness" means, with respect to any Person, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than trade payables and other similar obligations incurred in the ordinary course of business), (b) all obligations of such Person which are evidenced by notes, bonds, debentures or similar instruments, (c) all obligations of such Person that have been, or should be, in accordance with GAAP, recorded as capital leases, (d) all obligations of such Person that have been, or should be, in accordance with GAAP, recorded as a sale-leaseback transaction or leveraged lease, (e) all obligations of such Person in respect of letters of credit or similar instruments (other than such obligations incurred in the ordinary course of business), and (f) all direct or indirect guarantees (including "keep well" arrangements, support agreements and similar agreements) with respect to the Indebtedness of any other Person referred to in clauses (a) through (e) above.

"Independent" means "independent" as set forth in NASDAQ Rule 5605(a)(2), otherwise in the NASDAQ Rules or in any applicable rules of an exchange on which the securities of the Company are listed and, with respect to the audit committee of the Board, also "independent" as set forth in Rule 10A-3 under the Exchange Act.

"Interests" has the meaning set forth in the definition of "Equity Securities".

"Investor" has the meaning set forth in the Preamble.

"Investor Director Designee" has the meaning set forth in Section 3.2(a).

"Investor Group" means the GS Investors or the Pamplona Investor, as applicable, together with their respective Permitted Transferees hereunder.

"IPO" has the meaning set forth in the Recitals.

"Law" with respect to any Person, means (a) all provisions of all laws, statutes, ordinances, rules, regulations, permits, certificates or orders of any Governmental Authority applicable to such Person or any of its assets or property or to which such Person or any of its assets or property is subject, including Banking Regulations, and (b) all judgments, injunctions, orders and decrees of any Governmental Authority in proceedings or actions in which such Person is a party or by which it or any of its assets or properties is or may be bound or subject.

"MBD" has the meaning set forth in the Preamble.

"NASDAQ" means the Nasdaq Global Select Market.

"NASDAQ Rules" means the rules and regulations of the Nasdaq Global Select Market.

"Non-Designee Director" has the meaning set forth in Section 3.3.

"Notifying Investor Group" has the meaning set forth in Section 4.3.

"Pamplona Investor" has the meaning set forth in the Preamble.

"Pamplona Representative" means, initially, Pamplona Capital Partners III, L.P.; provided, that upon delivery of written notice to the Company signed by each Pamplona Investor hereunder, the Pamplona Investors may select an alternative Pamplona Investor that is a signatory to this Agreement as the "Pamplona Representative" for purposes of Section 5.1 hereof.

"Permitted Holders" has the meaning set forth in the definition of "Change in Control".

"Permitted Transferee" means, with respect to any Investor, any Affiliate of such Investor.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company, Governmental Authority or any other entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity or organization.

"Registration Rights Agreement" has the meaning set forth in Section 4.1.

"Rule 144" means Rule 144 under the Securities Act.

"SEC" means the United States Securities and Exchange Commission.

"Second Threshold Date" has the meaning set forth in Section 3.2(b).

"Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

"Shares" has the meaning set forth in the Recitals.

"Subsidiary" means, with respect to any Person, any corporation, partnership, trust, limited liability company or other non-corporate business enterprise in which such Person (or another Subsidiary of such Person) holds shares, stock or other ownership interests representing (a) more than fifty percent (50%) of the voting power of all outstanding shares, stock or ownership interests of such entity, (b) the right to receive more than fifty percent (50%) of the net assets of such entity available for distribution to the holders of outstanding shares, stock or ownership interests upon a liquidation or dissolution of such entity, or (c) a general or managing partnership interest in such entity.

"Third Threshold Date" has the meaning set forth in Section 3.2(c).

"Transfer" means, with respect to any Shares, a direct or indirect transfer (including through one or more transfers), sale, exchange, assignment, pledge, hypothecation or other Encumbrance or other disposition of such Shares, including the grant of an option or other right, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law; provided, that a Transfer shall not include (a) a Distribution Event, or (b) any a direct or indirect transfer (including through one or more transfers), sale, exchange, assignment, pledge, hypothecation or other Encumbrance or other disposition of Shares as a result of a direct or indirect transfer (including through one or more transfers), sale, exchange, assignment, pledge, hypothecation or other Encumbrance or other disposition of an interest in The Goldman Sachs Group, Inc. or the Pamplona Investor, including the grant of an option or other right, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law.

"Transferred," "Transferring" and "Transferee" shall each have a correlative meaning to the term "Transfer."

Section 1.2 General Interpretive Principles. The name assigned to this Agreement and the section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof. References to this Agreement shall include all Exhibits, Schedules and Annexes to this Agreement. References to any statute, rule or regulation refer to such statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under the statute) and references to any section of any statute or regulation include any successor to such section. References to any Governmental Authority include any successor to such Governmental Authority. Unless otherwise specified, the terms "hereof," "herein" and similar terms refer to this Agreement as a whole. For purposes of this Agreement, the words, "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation." The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. The terms "dollars" and "$" shall mean United States dollars. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Investors. Each Investor, severally and not jointly, hereby represents and warrants to the Company and each other Investor that as of the date hereof:

(a) This Agreement has been duly authorized, executed, and delivered by such Investor and, assuming the due execution and delivery of this Agreement by the other parties hereto, this Agreement constitutes a valid and binding obligation of such Investor, enforceable against such Investor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar Laws of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(b) The execution, delivery, and performance by such Investor of this Agreement and the agreements contemplated hereby and the consummation by such Investor of the transactions contemplated hereby do not and will not, with or without the giving of notice or the passage of time or both: (i) violate the provisions of any Law applicable to such Investor, or (ii) result in any material breach of any terms or conditions of, or constitute a material default under, any contract, agreement or instrument to which such Investor is a party.

Section 2.2 Representations and Warranties of the Company. The Company hereby represents and warrants to each Investor that as of the date hereof:

(a) This Agreement has been duly authorized, executed, and delivered by the Company and, assuming the due execution and delivery of this Agreement by the other parties hereto, this Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar Laws of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(b) The execution, delivery, and performance by the Company of this Agreement and the agreements contemplated hereby and the consummation by the Company of the transactions contemplated hereby do not and will not, with or without the giving of notice or the passage of time or both: (i) violate the provisions of any Law applicable to the Company or its properties or assets, or (ii) result in any material breach of any terms or conditions of, or constitute a material default under, any contract, agreement or instrument to which the Company is a party or by which the Company or its properties or assets are bound.

ARTICLE III

MANAGEMENT

Section 3.1 Board of Directors.

(a) Upon the consummation of the IPO and subject to Section 3.2 and Section 3.3, the Board shall consist of the following eight (8) members: (i) Shawn Morris, the Chief Executive Officer of the Company, (ii) Jeffrey Bernstein, as the initial Investor Director Designee of the GS Investors, (iii) Will Sherrill, as the initial Investor Director Designee of the Pamplona Investor, and (iv) Jeffrey Butler, David King, Tom McCarthy, Patricia Maryland, and Bill Sullivan as the initial Non-Designee Directors.

(b) The Company and its Subsidiaries shall reimburse each Investor Director Designee for all reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Board or the board of directors (or equivalent governing body) of any of the Company's Subsidiaries, and any committees of the foregoing, including travel, lodging, and meal expenses, in accordance with the Company's reimbursement policies in effect from time to time.

(c) The Company and its Subsidiaries shall obtain customary director and officer indemnity insurance on commercially reasonable terms which insurance shall cover each Investor Director Designee. The Company shall enter into a director indemnification agreement, substantially in the form attached as Exhibit B hereto, with each Investor Director Designee.

Section 3.2 Investor Director Designees.

(a) During the period from and after the consummation of the IPO until the first date on which an Investor Group ceases to Beneficially Own a number of Shares in the aggregate equal to or in excess of fifteen percent (15%) of the then-outstanding Shares (such date with respect to the GS Investors or the Pamplona Investor, as the case may be, the "First Threshold Date"), such Investor Group shall have the right (but not the obligation) to designate three (3) individuals for election to the Board (any individual designated by an Investor Group, an "Investor Director Designee"); provided, that, for so long as the Board consists of less than nine (9) members and the Company is not deemed to be a "controlled company" for purposes of the NASDAQ Rules, in the event that an Investor Group has elected to designate three (3) Investor Director Designees pursuant to this Section 3.2(a), at least two (2) of such Investor Director Designees of such Investor Group shall meet (i) the applicable director independence requirements set forth in the NASDAQ Rules and the Exchange Act, and (ii) to the extent applicable to each such Investor Director Designee in light of such Investor Director Designee's prospective Board committee assignment(s), the applicable Board committee composition requirements set forth in the NASDAQ Rules and the Exchange Act, in each case, subject to applicable "phase-in" and other exemptions set forth in the NASDAQ Rules and the Exchange Act which the Company may rely on.

(b) During the period from and after the First Threshold Date with respect to an Investor Group until the first date on which such Investor Group ceases to Beneficially Own a number of Shares in the aggregate equal to or in excess of ten percent (10%) of the then-outstanding Shares (such date with respect to the GS Investors or the Pamplona Investor, as the case may be, the "Second Threshold Date"), such Investor Group shall have the right (but not the obligation) to designate only two (2) Investor Director Designee; provided, that in the event that an Investor Group has elected to designate two (2) Investor Director Designees pursuant to this Section 3.2(b), at least one such Investor Director Designee of such Investor Group shall meet (i) the applicable director independence requirements set forth in the NASDAQ Rules and the Exchange Act, and (ii) to the extent applicable to such Investor Director Designee in light of such Investor Director Designee's prospective Board committee assignment(s), the applicable Board committee composition requirements set forth in the NASDAQ Rules and the Exchange Act, in each case, subject to applicable "phase-in" and other exemptions set forth in the NASDAQ Rules and the Exchange Act which the Company may rely on.

(c) During the period from and after the Second Threshold Date with respect to an Investor Group until the first date on which such Investor Group ceases to Beneficially Own a number of Shares in the aggregate equal to or in excess of five percent (5%) of the then-outstanding Shares (such date with respect to the GS Investors or the Pamplona Investor, as the case may be, the "Third Threshold Date"), such Investor Group shall have the right (but not the obligation) to designate only one (1) Investor Director Designee.

(d) From and after the Third Threshold Date with respect to an Investor Group, such Investor Group shall have no right to designate any Investor Director Designees hereunder.

(e) The Company shall include each Investor Director Designee among the Company's and its directors' nominees for election to the Board at all of the Company's applicable annual or special meetings of stockholders (or actions by written consent) at which directors are to be elected, subject to satisfaction of the requirements of Law and the Company's organizational and governance documents regarding service as a director of the Company.

(f) Except as provided in Section 3.2(e), if the number of individuals that either the GS Investors or the Pamplona Investor have the right to designate for election to the Board is decreased pursuant to Section 3.2(b), Section 3.2(c) or Section 3.2(d), then the corresponding number of directors designated by such Investor pursuant to the foregoing provisions of this Section 3.2 shall immediately offer to resign from the Board. In the event that any Investor Director Designee offers to tender his or her resignation, the Board shall promptly determine whether to accept such resignation and, if the Board chooses to accept such resignation, the Company and the applicable Investor Group shall be immediately required to take any and all actions necessary or appropriate to cooperate in ensuring the removal of such individual from his or her directorship. Except as provided above, the GS Investors and the Pamplona Investor shall have the sole and exclusive right to immediately remove their respective Investor Director Designees from the Board, as well as the exclusive right to designate the individual to fill vacancies that are created by reason of the death, removal or resignation of such Investor Director Designees.

(g) To the extent nominated or designated by the GS Investors or the Pamplona Investor, the Company and each of the other Investors shall take all actions necessary and within their control and to the extent permissible by Law to cause the nomination, election, removal or replacement of the Investor Director Designees as provided for herein, including (i) in the case of the Company, soliciting proxies for each Investor Director Designee to the same extent it does so for its other director nominees, and (ii) in the case of the Investors, voting the Shares held by such Investor (whether at a meeting or acting by written consent). No Investor shall take any action with respect to the Company that would be inconsistent with the provisions of this Agreement.

Section 3.3 Non-Designee Directors. Subject to Section 5.1(a)(viii), at all times following the consummation of the IPO, the Board shall include a sufficient number of directors not Affiliated with and not nominated or designated by the Investors or Affiliated with the Company (other than, in each case, in their capacity as directors) who shall be Independent (the "Non-Designee Directors") in order to permit the Company to satisfy the applicable director independence and Board committee composition requirements set forth in the NASDAQ Rules and the Exchange Act.

Section 3.4 Board Committees. Upon the consummation of the IPO, the Board shall have established the following committees:

(a) An audit committee having the responsibilities set forth in the Audit Committee Charter attached hereto as Annex I and which shall at all times meet the requirements of NASDAQ Rule 5605(c)(2) and Rule 10A-3 under the Exchange Act.

(b) A compensation committee having the responsibilities set forth in the Compensation Committee Charter attached hereto as Annex II and which shall at all times meet the requirements of NASDAQ Rule 5605(d)(2) and Rule 10C-1 under the Exchange Act.

(c) A nominating and corporate governance committee having the responsibilities set forth in the Nominating and Corporate Governance Committee Charter attached hereto as Annex III and which shall at all times meet the requirements of NASDAQ Rule 5605(e).

(d) A compliance committee having the responsibilities set forth in the Compliance Committee Charter attached hereto as Annex IV.

ARTICLE IV

REGISTRATION RIGHTS; COORDINATION COMMITTEE

Section 4.1 Registration Rights. Effective as of the consummation of the IPO, the Company shall grant to each of the Investors and certain other members of BHG Holdings registration rights in substantially the same form as set forth in the form of Registration Rights Agreement attached as Exhibit A hereto (the "Registration Rights Agreement").

Section 4.2 Coordination Committee.

(a) Effective as of the consummation of the IPO, the Investors shall create a coordination committee (the "Coordination Committee"), which shall not be a committee of the Board, and will maintain such committee for so long as this Agreement remains in effect or until disbanded with the written consent of each Investor Group. During the period following the IPO, the Coordination Committee shall facilitate coordination of (i) the exercise of registration rights pursuant to the Registration Rights Agreement, (ii) dispositions of Shares held by the Investors pursuant to Rule 144 as provided in Section 4.2(b), and (iii) following the occurrence of a Distribution Event, any distributions of Shares by any Investor to its investors as provided in Section 4.2(b). The GS Investors and the Pamplona Investor will have the right to designate an equal number of members of the Coordination Committee and shall be permitted to remove and replace such designees, and to fill any vacancies resulting from the death, removal or resignation of any such designee, from time to time. Subject to the terms and conditions of this Section 4.2 set forth above, the procedures governing the conduct of the Coordination Committee shall be established from time to time by the written consent of the Investors.

(b) Following the consummation of the IPO, an Investor wishing to (i) Transfer any Shares pursuant to Rule 144, (ii) exercise its demand registration rights pursuant to the Registration Rights Agreement, or (iii) distribute any Shares to such Investor's investors, shall consult with the Coordination Committee prior to taking such action or entering into any definitive agreement with respect to such action, and shall use reasonable efforts to minimize any adverse impact to the other Investors in respect of such Transfer or distribution.

Section 4.3 Certain Notice Requirements. From and after the consummation of the IPO, an Investor Group (for purposes of this Section 4.3, a "Notifying Investor Group") shall provide the other applicable Investor Group with written notice prior to the time that such Notifying Investor Group acquires, during any twelve (12) month period following the consummation of the IPO, Beneficial Ownership of an aggregate amount of Shares in excess of nine-tenths of a percent (0.90%) of the aggregate amount of issued and outstanding Shares.

ARTICLE V

ADDITIONAL AGREEMENTS OF THE PARTIES

Section 5.1 Certain Investor Approval Rights.

(a) During the period from and after the consummation of the IPO until the First Threshold Date with respect to an Investor Group, the Company shall not (and shall cause its Subsidiaries not to), take, approve or commit or agree to take any of the following actions without the prior written consent of such Investor Group; provided, that, for purposes of this Section 5.1, the Company shall be entitled to conclusively rely upon a written consent signed by the GS Representative or the Pamplona Representative purporting to consent on behalf of the Investor Group of which it is a part:

(i) the consummation of any transaction or series of transactions that, whether by merger, amalgamation, business combination, sale of Equity Securities, asset disposition or other means, results in a Change in Control;

(ii) the adoption or approval of the annual budget of the Company Group;

(iii) except as otherwise previously approved in an Approved Budget for a given year, (A) any acquisition (whether by merger, consolidation or otherwise) of Equity Securities of, or other investment in, any Person or business (including through an acquisition of assets, operations or business and any joint venture, partnership or similar arrangement) with a value (including any liabilities assumed in connection with such acquisition) in excess of fifteen percent (15%) of the total assets of the Company Group, or (B), any sale, lease, exchange or other disposition of any assets or properties of the Company Group having a value in excess of fifteen percent (15%) of the total assets of the Company Group;

(iv) the issuance of any Equity Securities of any member of the Company Group, excluding (A) the issuance of any Equity Securities under any equity incentive plan that has been approved by the Board, (B) the issuance of any Equity Securities by (1) wholly owned Subsidiaries of the Company to the Company or another wholly owned Subsidiary of the Company, or (2) joint ventures or non-wholly owned Subsidiaries to the extent that neither the Company nor any of its Subsidiaries has control over such issuance, and (C) the issuance of any Equity Securities with an aggregate issuance or subscription amount, when measured together with the aggregate issuance or subscription amount in respect of all prior issuances of Equity Securities pursuant to this clause (C), that is not greater than $50 million;

(v) any creation, incurrence, or assumption of Indebtedness by the Company or any of its Subsidiaries that, immediately after such creation, incurrence or assumption, would result in the aggregate Indebtedness of the Company Group exceeding an amount equal to $50 million;

(vi) any amendment of, or modification to, the Charter or the Bylaws;

(vii) the entry into any new line of business or any material modification of the scope of any existing line of business of the Company Group;

(viii) any increase or decrease in the size of the Board;

(ix) the hiring or termination of the Company's Chief Executive Officer, Chief Financial Officer or Chief Operating Officer; and

(x) the entry into any agreement, resolution or commitment with respect to any of the foregoing matters set forth in clauses (i) through (ix) of this Section 5.1(a).

(b) From and after the First Threshold Date with respect to each Investor Group, the Company's obligations set forth in Section 5.1(a) shall automatically terminate without the requirement of any further action by any party hereto and the terms and conditions of this Section 5.1 shall cease to be of any further force or effect.

Section 5.2 No Promotion. The Company agrees that it will not (and that the Company will cause its Subsidiaries not to), without the prior written consent of the applicable Affiliate of the GS Investors or the applicable Affiliate of the Pamplona Investor, as the case may be, in each instance, (a) use in advertising, publicity, or otherwise the name of Goldman, Sachs & Co. LLC, Pamplona Capital Management LLP or any of their respective Affiliates, or any partner or employee of any such Affiliates, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Goldman, Sachs & Co. LLC, Pamplona Capital Management LLP, or any of their respective Affiliates, or (b) represent, directly or indirectly, that any product or any service provided by the Company Group has been approved or endorsed by Goldman, Sachs & Co. LLC, Pamplona Capital Management LLP, or any of their respective Affiliates.

Section 5.3 Exculpation Among Investors. Each Investor acknowledges that it is not relying upon any person, firm or corporation, other than the public information filed by the Company with the SEC relating to its Shares, in making its investment or decision to sell, retain its investment or further invest in the Company. Each Investor agrees that neither such Investor nor the respective controlling persons, officers, directors, partners, agents, or employees of such Investor shall be liable to any other Investor for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares.

Section 5.4 No Fiduciary Duty; Investment Banking Services. The parties hereto acknowledge and agree that nothing in this Agreement shall create a fiduciary duty of Goldman, Sachs & Co. LLC or any of its Affiliates or Pamplona Capital Management LLP or any of its Affiliates to the Company or the Investors. Notwithstanding anything to the contrary herein or any actions or omissions by representatives of Goldman, Sachs & Co. LLC or any of its Affiliates or Pamplona Capital Management LLP or any of its Affiliates in whatever capacity, including as a director, it is understood that none of Goldman, Sachs & Co. LLC or any of its Affiliates or Pamplona Capital Management LLP or any of its Affiliates is acting as a financial advisor, agent or underwriter to the Company or any of its Affiliates or otherwise on behalf of the Company or any of its Affiliates unless retained to provide such services pursuant to a separate written agreement executed by the Company and such other Person.

Section 5.5 Logo of the Company and its Subsidiaries. The Company grants the Investors permission to use the Company's and its Subsidiaries' names and logos in the Investors' or their respective Affiliates' marketing materials solely to reflect that the Company is, or was, at one time a portfolio company of such Investor. The Investors or their respective Affiliates, as applicable, shall include a trademark attribution notice giving notice of the Company's or its Subsidiaries' ownership of its trademarks in the marketing materials in which the Company's or its Subsidiaries' names and logos appear.

Section 5.6 In-Kind Distributions. If BHG Holdings or any Investor seeks to effectuate an in-kind distribution of all or part of its Shares to its direct or indirect equityholders, the Company will, subject to applicable lockups pursuant to the Registration Rights Agreement, reasonably cooperate with and assist the Company's transfer agent, the applicable Investors and each such Investor's equityholders, as applicable, to facilitate such in-kind distribution in the manner reasonably requested by the applicable Investors, including pursuant to the delivery of instruction letters by the Company or its counsel to the Company's transfer agent and the delivery of Shares without restrictive legends, to the extent no longer applicable.

ARTICLE VI

ADDITIONAL PARTIES

Section 6.1 Additional Parties. Additional parties, provided they are Permitted Transferees, may be added to and be bound by and receive the benefits afforded by this Agreement upon the signing and delivery of a counterpart of this Agreement by the Company and the acceptance thereof by such additional parties and, to the extent permitted by Section 7.7, amendments may be effected to this Agreement reflecting such rights and obligations, consistent with the terms of this Agreement, of such party as the Company, the Investors and such party may agree.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Freedom to Pursue Opportunities.

(a) The parties expressly acknowledge and agree that, to the extent permitted by applicable Law: (i) each of the Investors and their respective Affiliates shall, to the fullest extent permissible by Law, have no duty to refrain from directly or indirectly (A) engaging in the same or similar business activities or lines of business in which the Company or any of its Affiliates now engages or proposes to engage or (B) otherwise competing with the Company or any of its Affiliates; (ii) none of the Company, any of its Subsidiaries or any Investor shall have any rights in and to the business ventures of any Investor, its Affiliates, or the income or profits derived therefrom; (iii) each of the Investors and their respective Affiliates may do business with any potential or actual customer or supplier of the Company or any of its Subsidiaries or may employ or otherwise engage any officer or employee of the Company or any of its Subsidiaries; and (iv) in the event that any Investor or its respective Affiliates acquire knowledge of a potential transaction or other matter or business opportunity which may be a corporate opportunity for itself, herself or himself and the Company or any of its Affiliates, such Investor or its respective Affiliates shall, to the fullest extent permitted by applicable Law, have no fiduciary duty or other duty (contractual or otherwise) to communicate, present or offer such transaction or other business opportunity to the Company or any of its Affiliates and, to the fullest extent permitted by applicable Law, shall not be liable to the Company or its stockholders or to any Affiliate of the Company for breach of any fiduciary duty or other duty (contractual or otherwise) as a stockholder, director or officer of the Company solely by reason of the fact that such Investor or its respective Affiliates pursue or acquire such corporate opportunity for itself, herself or himself, offers or directs such corporate opportunity to another Person, or does not present such corporate opportunity to the Company or any of its Affiliates; provided, that this Section 7.1 shall not apply to any directors of the Company or any of its Subsidiaries that are not also Investor Director Designees; provided, further, that any actions taken, directly or indirectly, by any publicly-traded Affiliate (or any of its officers, directors or employees) of an Investor shall not be deemed to be an action taken by such Investor; provided, further, that, with respect to clause (iv) of this Section 7.1(a), the Company does not renounce its interest in any corporate opportunity offered to any director of the Company if such opportunity is expressly offered to such Person solely in his or her capacity as a director or officer of the Company and the provisions of this Section 7.1(a) shall not apply to any such corporate opportunity.

(b) To the extent permitted by applicable Law, each Investor (for itself and on behalf of the Company) hereby acknowledges and agrees that, (i) in the event of any conflict of interest between the Company or any of its Subsidiaries, on the one hand, and any Investor, on the other hand, such Investor (or the Investor Director Designees appointed by such Investor acting in their capacity as a director) may act in such Investor's best interest and (ii) no Investor (or the Investor Director Designees appointed by such Investor acting in their capacity as a director), shall be obligated (A) to reveal to the Company or any of its Subsidiaries confidential information belonging to or relating to the business of such Investor, or (B) to recommend or take any action in its capacity as such Investor or Investor Director Designee, as the case may be, that prefers the interest of the Company or any of its Subsidiaries over the interest of such Investor or Investor Director Designee, as the case may be.

Section 7.2 Effective Time. The operative provisions of this Agreement shall become effective upon the consummation of the IPO.

Section 7.3 Entire Agreement. This Agreement, together with the form of Registration Rights Agreement in Exhibit A hereto, and all of the other Exhibits, Annexes and Schedules hereto and thereto, constitute the entire understanding and agreement between the parties as to the matters covered herein and therein and supersede and replace any prior understanding, agreement or statement of intent, in each case, written or oral, of any and every nature with respect thereto between the parties as to the matters covered herein and therein. In the event of any inconsistency between this Agreement and any document executed or delivered to effect the purposes of this Agreement, including, the bylaws of any company, this Agreement shall govern as among the parties hereto.

Section 7.4 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be construed and enforced in accordance with, and the rights and duties of the parties shall be governed by, the law of the State of Delaware, without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction.

(b) Each party agrees that it will bring any action or proceeding in respect of any claim arising out of this Agreement or the transactions contemplated hereby exclusively in the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, another federal or state court of competent jurisdiction located in the State of Delaware (the "Chosen Courts"), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 7.11.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 7.4(c).

Section 7.5 Obligations; Remedies. The Company and the Investors shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including, without limitation, costs of enforcement) and to exercise all other rights existing in their favor. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties shall be entitled to specific performance of the terms of this Agreement without the necessity of proving the inadequacy of monetary damages as a remedy, including an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate, and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief. All remedies, either under this Agreement or by Law or otherwise afforded to any party, shall be cumulative and not alternative.

Section 7.6 Consent of the Investors. Subject to the terms and conditions of Section 5.1, if any consent, approval or action of the Investors is required at any time pursuant to this Agreement, such consent, approval or action shall be deemed given if the holders of a majority of the outstanding Shares held by each Investor Group at such time provide such consent, approval or action in writing at such time, unless this Agreement provides for more specific consent requirements of the Investors with respect to such consent, approval or action.

Section 7.7 Amendment and Waiver.

(a) The terms and provisions of this Agreement may be modified or amended at any time and from time to time only by the written consent of the Company and, for so long as the Third Threshold Date has not occurred with respect to an Investor Group, each Investor forming part of such Investor Group. If reasonably requested by an Investor, the Company agrees to execute and deliver any amendments to this Agreement which the Company in its reasonable discretion concludes are not adverse to Company or its public stockholders to the extent so requested by such Investor in connection with the addition of a Permitted Transferee in accordance with Section 6.1 or a recipient of any newly-issued Shares as a party hereto. Any amendment, modification or waiver effected in accordance with the foregoing shall be effective and binding on the Company and all Investor Parties.

(b) Any failure by any party at any time to enforce any of the provisions of this Agreement shall not be construed a waiver of such provision or any other provisions hereof.

Section 7.8 Binding Effect. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties' successors and permitted assigns.

Section 7.9 Termination.

(a) This Agreement shall automatically terminate as to any Investor Group on the Third Threshold Date with respect to such Investor Group.

(b) This Agreement shall automatically terminate upon the earlier of (i) all Investors ceasing to be a party to this Agreement in accordance with Section 7.9(a), (ii) a Change in Control; (iii) the written agreement of the Company and the Investors that hold Shares at such time; and (iv) the dissolution or liquidation of the Company. In the event of any termination of this Agreement as provided in this Section 7.9, this Agreement shall forthwith become wholly void and of no further force or effect (except for this Article VII, which shall survive) and there shall be no liability on the part of any parties hereto or their respective Affiliates, except as provided in this Article VII. Notwithstanding the foregoing, no party hereto shall be relieved from liability for any willful breach of this Agreement.

Section 7.10 Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered in connection herewith, and notwithstanding the fact that certain of the Investors may be partnerships or limited liability companies, by its acceptance of the benefits of this Agreement, the Company and each Investor covenant, agree, and acknowledge that no Person (other than the parties hereto) has any obligations hereunder, and that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner or member of any Investor or of any Affiliate or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any the former, current and future equity holders, controlling persons, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners or assignees of the Investors or any former, current or future equity holders, controlling persons, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners or assignees of any of the foregoing, as such, for any obligation of any Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 7.11 Notices. Any and all notices, designations, offers, acceptances or other communications provided for herein shall be deemed duly given (a) when delivered personally by hand, (b) when sent by email upon confirmation of receipt or (c) one Business Day following the day sent by overnight courier:

if to the Company, to:

Privia Health Group, Inc.
950 N. Glebe Rd., S
Arlington, VA 22203
Attention: Thomas Bartrum, General Counsel
Email: tbartrum@priviahealth.com

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

Davis Polk & Wardwell LLP
450 Lexington Ave.
New York, NY 10017
Attention: Richard Truesdell, Esq,
Email: richard.truesdell@davispolk.com

if to any GS Investor, to:

c/o Goldman, Sachs & Co. LLC
200 West Street
New York, New York 10282-2198
Attention: Jeffrey Bernstein
Email: jeff.bernstein@gs.com

and

c/o Goldman, Sachs & Co. LLC
200 West Street
New York, New York 10282-2198
Attention: Benjamin Haskins, Esq.
Email: Ben.Haskins@gs.com

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

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attention: Robert Schwenkel, Esq.; Matthew Soran, Esq.
Email: Robert.Schwenkel@friedfrank.com;
Matthew.Soran@friedfrank.com;

if to the Pamplona Investor, to:

c/o Pamplona Capital Management LLP
667 Madison Avenue, 22nd Floor
New York, NY 10065
Attention: Will Sherrill; William Pruellage
Email: WSherrill@pamplonafunds.com;
WPruellage@pamplonafunds.com

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

Lowenstein Sandler LLP
1251 Avenue of the Americas, 18th Floor
New York, NY 10020
Attention: Michael Brosse
Email: mbrosse@lowenstein.com

Section 7.12 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

Section 7.13 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors, and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.14 Recapitalizations; Exchanges, Etc. The provisions of this Agreement shall apply to the full extent set forth herein with respect to Shares, to any and all shares of capital stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Shares, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise.

Section 7.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 8.15.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf as of the date first written above.

PRIVIA HEALTH GROUP, INC.

By: /s/ Thomas Bartrum
Name: Thomas Bartrum
Title: General Counsel

[Signature Page to Privia Health Group, Inc. Shareholder Rights Agreement]

BROAD STREET PRINCIPAL INVESTMENTS, L.L.C.

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Vice President

MBD 2013 HOLDINGS, L.P.

By: MBD Advisors, L.L.C., its General Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Vice President

BRIDGE STREET 2013 HOLDINGS, L.P.

By: Bridge Street Opportunity Advisors, L.L.C., its General Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Vice President

[Signature Page to Privia Health Group, Inc. Shareholder Rights Agreement]

PAMPLONA CAPITAL PARTNERS III, L.P.

By: Pamplona Equity Advisors III Ltd., its general partner

By: /s/ Ronan Guilfoyle
Name: Ronan Guilfoyle
Title: Director

[Signature Page to Privia Health Group, Inc. Shareholder Rights Agreement]

<u>Exhibit A</u>

Form of Registration Rights Agreement

[Attached]

Exhibit B

Form of Director Indemnification Agreement

[Attached]

Annex I

Form of Audit Committee Charter

[Attached]

Annex II

Form of Compensation Committee Charter

[Attached]

<u>Annex III</u>

Form of Nominating and Corporate Governance Committee Charter

[Attached]

Annex IV

Form of Compliance Committee Charter

[Attached]