

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 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): October 30, 2024

INNOVAGE HOLDING CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40159
(Commission File Number)

81-0710819
(IRS Employer
Identification No.)

8950 E. Lowry Boulevard
Denver, CO
(Address of principal executive offices)

80230
(Zip Code)

(844) 803-8745
(Registrant's telephone number, including area code)

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, \$0.001 par value	INNV	The Nasdaq Stock Market LLC (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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 30, 2024, the Board of Directors (the “Board”) of InnovAge Holding Corp. (the “Company”) appointed Michael Scarbrough as President and Chief Operating Officer of the Company, effective as of November 4, 2024 (the “Transition Date”). Mr. Scarbrough will replace Christine Bent, who departed from the role of the Company’s Chief Operating Officer on October 31, effective as of the Transition Date. Ms. Bent will remain employed by the Company as a Senior Advisor to support the transition through December 31, 2024, or such earlier date if Ms. Bent resigns for any reason or if the Company terminates her employment for Cause (as defined in her employment agreement) (such date, the “Separation Date”). Additionally, effective as of the Transition Date, Mr. Patrick Blair, the Company’s President and Chief Executive Officer, will cease to serve as the President of the Company and will continue serving as the Company’s Chief Executive Officer, maintaining all of the powers and duties as are usual and customary to such position. To reflect such change, Mr. Blair’s employment agreement was amended, effective as of the Transition Date (the “Amendment”).

Appointment of President and Chief Operations Officer

Mr. Scarbrough, age 53, was most recently Chief Executive Officer of Optum at Home (“OptumHome”), a division of Optum Health, a healthcare company providing at-home health services to government-sponsored and commercial health payers across the country, from 2022 to November 2023. Prior to joining OptumHome, Mr. Scarbrough worked as President and Chief Executive Officer in 2022 and as President and Chief Operating Officer from 2018 to 2021 of Prospero Health, a home-based medical care company, of which he was a co-founder. From 2012 to 2016, Mr. Scarbrough was Senior Vice President for Medicaid Development & Specialty at Anthem, a health insurance provider.

In connection with his appointment as the Company’s President and Chief Operations Officer, Mr. Scarbrough and Total Community Options, Inc., a wholly-owned subsidiary of the Company, have entered into an employment agreement, effective as of the Transition Date (the “Employment Agreement”), pursuant to which Mr. Scarbrough will (i) receive an annual base salary of \$485,000, and (ii) be eligible to earn an annual cash bonus with a target equal to 75% of Mr. Scarbrough’s annual base salary.

The Employment Agreement provides that, upon a termination of Mr. Scarbrough’s employment by the Company without “cause” (and not due to his death or “disability”) or by Mr. Scarbrough for “good reason,” each as defined therein, subject to Mr. Scarbrough’s execution, delivery and non-revocation of a general release of claims in favor of the Company and its affiliates, Mr. Scarbrough will be entitled to the following severance benefits, in addition to payment of any base salary earned but not paid, pay in lieu of accrued but unused paid-time-off, reimbursement of any unreimbursed business expenses, and payment of any annual bonus earned but not yet paid in respect of the fiscal year completed immediately prior to the date of termination. Such severance benefits will consist of (i) 12 months of continued base salary payments, (ii) an amount equal to Mr. Scarbrough’s target annual bonus, payable in equal installments over the 12-month post-termination period, and (iii) continued healthcare coverage under the Company’s plan, at the Company’s cost, for 12 months post-termination (unless Mr. Scarbrough becomes employed by another employer and is eligible for coverage under such employer’s group health care plans). The Employment Agreement also provides that Mr. Scarbrough will be eligible to participate in the TCO Group Holdings, L.P. Management Incentive Plan and eligible to receive an award of Class B Units (as defined below), as further described below. The Employment Agreement also contains perpetual confidentiality and mutual non-disparagement covenants, as well as non-competition and non-solicitation covenants that apply during employment and for 12 months thereafter.

In addition, pursuant to the Class B Unit Award Agreement, effective as of the Transition Date (the “Class B Unit Award Agreement”), entered into by and between Mr. Scarbrough and TCO Group Holdings, L.P., the Company’s largest shareholder (“TCO Group Holdings”), Mr. Scarbrough will receive a grant of 1,000,000 Class B Units of TCO Group Holdings (the “Class B Units”). 50% of the Class B Units are subject to time-based vesting, vesting annually in substantially equal installments over four years on the first four anniversaries of the applicable vesting commencement date. The remaining 50% of the Class B Units are subject to performance-based vesting, and will vest as to (i) one-third if, upon the consummation of a Change of Control (as defined below), Ignite Aggregator LP, the vehicle through which Apax Partners holds its investment in TCO Group Holdings (the “Apax Investor”), achieves a multiple on invested capital (as calculated pursuant to the Second Amended and Restated Limited Partnership Agreement of TCO Group Holdings) (“MOIC”) equal to two times (2.0x); and (ii) 100% vesting, if, upon the consummation of a Change of Control, the Apax Investor achieves a MOIC equal to at least two and one-half times (2.5x), in each case, subject to continued employment through the date of such Change of Control. None of the performance-based Class B Units will vest if the Apax Investor achieves a MOIC less than 2.0x as of a Change of Control.

The time-based Class B Units are subject to (A) pro-rata vesting upon a termination without “cause,” due to death or disability or for “good reason” (each as defined in the Employment Agreement) that occurs prior to the one-year

anniversary of the vesting commencement date, and (B) 100% acceleration upon a Change of Control, subject to continued service on such date. The performance-based Class B Units will remain eligible to vest following a termination without “cause,” due to death or disability or for “good reason” (in each case pursuant to the terms of the Employment Agreement) that occurs within the 120th-day period preceding the execution of a definitive agreement that ultimately results in a Change of Control.

Change of Control is defined as (a) the sale of all or substantially all of the assets (including shares of common stock of the Company) of TCO Group Holdings and its subsidiaries on a consolidated basis to unaffiliated parties, (b) a merger, reorganization, consolidation or other similar corporate transaction of TCO Group Holdings as a result of which, unaffiliated parties beneficially own a majority of the outstanding voting securities, and rights to the majority of the residual economic interests in the common equity, of a successor entity, or (c) the acquisition of a majority of the outstanding voting securities, and rights to the majority of the residual economic interests in the common equity, of TCO Group Holdings by unaffiliated parties.

There are no arrangements or understandings between Mr. Scarbrough and any other person pursuant to which Mr. Scarbrough was appointed as President and Chief Operations Officer of the Company. Mr. Scarbrough does not have any family relationships with any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. There are no related person transactions (within the meaning of Item 404(a) of Regulation S-K promulgated by the Securities and Exchange Commission) between Mr. Scarbrough and the Company.

Transition and Separation Agreement

In connection with her transition and separation of employment, Ms. Bent and Total Community Options, Inc. entered into a Transition and Separation Agreement, dated as of the Transition Date (the “Separation Agreement”), pursuant to which Ms. Bent will cease to serve as the Company’s Chief Operations Officer effective as of the Transition Date. In addition, the Separation Agreement provides that during the period beginning on the Transition Date and ending on the Separation Date (such period, the “Transition Period”), Ms. Bent will remain employed by the Company as a Senior Advisor to support the transition. During the Transition Period, Ms. Bent will continue to receive her base salary at the rate in effect as of the Transition Date and will remain eligible to participate in the Company’s applicable employee benefit plans.

The Separation Agreement provides that, subject to Ms. Bent’s timely execution, re-execution and non-revocation of a general release of claims and her continued compliance with restrictive covenants, Ms. Bent will receive the following separation benefits: (i) a cash payment equal to \$100,000, payable in a lump sum within sixty days following the re-execution effective date of the release; (ii) subject to her timely election of continuation coverage pursuant to COBRA, the Company will pay for her COBRA premiums for six months following the Separation Date, unless she becomes employed by another company; and (iii) 28,860 of the time-based restricted stock units (“RSUs”) granted to Ms. Bent pursuant to that certain Restricted Stock Unit Notice and Agreement, dated as of June 4, 2024 (the “June 2024 RSU Agreement”), will remain outstanding and will fully vest on June 4, 2025, and the remaining 57,721 RSUs granted pursuant to the June 2024 RSU Agreement will be automatically and immediately forfeited as of the Separation Date. All of Ms. Bent’s outstanding equity awards (excluding the RSUs granted pursuant to the June 2024 RSU Agreement) will be treated in accordance with the applicable award agreement.

The foregoing descriptions of the Employment Agreement, the Class B Unit Award Agreement, the Separation Agreement, and the Amendment are not complete and are qualified by reference to the full text and terms of such documents, which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, to this report and incorporated herein by reference.

Item 7.01. Regulation FD Disclosures.

A copy of a press release announcing the transition described above is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information contained in Exhibit 99.1 hereto shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are filed as part of this report:

Exhibit	Description
10.1	<u>Employment Agreement, dated as of October 31, 2024, by and between Total Community Options, Inc. and Michael Scarbrough.</u>
10.2	<u>Class B Unit Award Agreement, effective November 4, 2024, by and between TCO Group Holdings, L.P. and Michael Scarbrough.</u>
10.3	<u>Transition and Separation Agreement, dated as of October 31, 2024, by and between Total Community Options, Inc. and Christine Bent.</u>
10.4	<u>Amended Employment Agreement, dated as of October 31, 2024, by and between Total Community Options, Inc. and Patrick Blair.</u>
99.1	<u>Press Release of InnovAge Holding Corp., dated November 4, 2024</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

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.

INNOVAGE HOLDING CORP.

Date: November 4, 2024

By: /s/ Benjamin C. Adams
Name: Benjamin C. Adams
Title: Chief Financial Officer

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into as of October 31, 2024 by and between Total Community Options, Inc., d/b/a InnovAge, a Colorado corporation (the “Company”), and Michael Scarbrough (the “Executive”), and will become effective on the Executive’s employment start date of November 4, 2024 (the “Effective Date”).

RECITALS

The Company desires to offer to the Executive employment on the terms and conditions set forth in this Agreement. In consideration of the foregoing premises and the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree:

1. Employment. The Executive’s employment shall be subject to the terms and conditions set forth in this Agreement.

2. Term. This Agreement will continue in effect from the Effective Date until terminated in accordance with Section 5 hereof. The term of this Agreement is hereafter referred to as “the term of this Agreement” or “the term hereof”. In the event the Executive does not commence employment on the Effective Date, this Agreement shall terminate ab initio.

3. Capacities and Performance.

(a) During the term hereof, the Executive shall be employed by the Company on a full-time basis and shall serve the Company as its President & Chief Operating Officer. In such capacity, the Executive shall report directly to the Chief Executive Officer of the Company (the “Chief Executive Officer”), and the Executive shall have such duties as are consistent with the Executive’s position and as may from time to time be assigned to the Executive by the Chief Executive Officer or the Board of Directors of the Company (the “Board”).

(b) During the term hereof, the Executive shall devote substantially all of the Executive’s full business time and the Executive’s best efforts, business judgment, skill and knowledge to the advancement of the business and interests of the Company and its Affiliates (as defined below) and to the discharge of the Executive’s duties and responsibilities hereunder. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during the term of this Agreement, except as may be expressly approved in advance by the Chief Executive Officer in writing, which approval shall not be unreasonably withheld; provided, however, that the Executive may without advance consent participate in charitable activities and passive personal investment activities and manage his personal financial affairs, provided that such activities do not, individually or in the aggregate, interfere with the performance of the Executive’s duties under this Agreement, are not in conflict with the business interests of the Company or any of its Affiliates and do not violate Sections 7, 8 or 9 of this Agreement.

(c) During the term hereof, the Executive shall comply with all of the Company’s written policies, practices and codes of conduct applicable to the Executive’s position, as in effect from time to time.

(d) The Executive’s principal place of employment will be in Brighton, Tennessee, in the Executive’s home office (or such other location chosen by the Executive, subject to the Company’s approval, with such approval to not be unreasonably withheld), subject to any required travel to the Company’s offices or such other locations from time to time, which Executive acknowledges is reasonable.

4. Compensation and Benefits As compensation for all services performed by the

Executive hereunder during the term hereof, and subject to performance of the Executive's duties and responsibilities to the Company and its Affiliates, pursuant to this Agreement or otherwise, the Company shall pay certain compensation and provide certain benefits to the Executive, as follows:

(a) Base Salary. During the term of this Agreement, the Company will pay the Executive an annual base salary commensurate with the Executive's performance and experience within the compensation philosophy established by the Company; the Executive's initial annual base salary rate will be \$485,000. The Executive will be paid the Executive's annual base salary in accordance with the normal payroll practices of the Company as in effect from time to time (but no less frequently than monthly); the Executive's annual base salary, as from time to time adjusted, is hereafter referred to as the "Base Salary". The Chief Executive Officer, following consultation with the Board, shall review the Base Salary each year for increase, but shall not decrease the Base Salary.

(b) Annual Bonus Compensation. For each fiscal year occurring during the term hereof, beginning with the 2025 fiscal year, the Executive shall be eligible, but not entitled, to receive a discretionary annual bonus (the "Annual Bonus"), targeted at seventy-five percent (75%) of the Executive's Base Salary (the "Target Bonus"). The actual amount of the Annual Bonus due for a given fiscal year, if any, will be determined by the Chief Executive Officer, in consultation with the Board, acting in good faith and based on the achievement of pre-established performance criteria. The performance criteria shall be based on criteria established by the Board in consultation with the Chief Executive Officer no later than the sixtieth (60th) day of the fiscal year. Any Annual Bonus earned for a fiscal year shall be paid within thirty (30) days after the Board has received, reviewed, and approved the applicable fiscal year's final audited statements, and in any event no later than December 31st of the calendar year in which such fiscal year ends. Subject to Section 5 hereof, in order to receive the Annual Bonus for any fiscal year, the Executive must be continuously employed by the Company both through the last day of the fiscal year to which performance relates and the date of payment. Notwithstanding the foregoing, Executive's Annual Bonus in respect of the 2025 fiscal year will be pro-rated for the partial year worked.

(c) Long Term Incentive Plan. For each fiscal year occurring during the term hereof, beginning with the 2025 fiscal year, the Executive shall be eligible, but not entitled, to receive a discretionary annual award of restricted stock units ("RSUs") with a target value of approximately \$500,000, which will vest in equal one-third (1/3) installments on each of the first three (3) anniversaries of the date of grant, subject to the Executive's continued employment with the Company on each applicable vesting date. The actual amount of the RSUs due for a given fiscal year, if any, will be determined by the Chief Executive Officer, in consultation with the Board, acting in good faith. The RSU award will be subject to an RSU agreement, substantially in the form attached as Exhibit A hereto, the InnovAge Holding Corp. 2021 Omnibus Incentive Plan (as the same may be amended from time to time) and any other restrictions and limitations generally applicable to the equity of the Company or otherwise imposed by law.

(d) Paid Time Off. Executive shall be eligible to use paid time off pursuant to the Company's Flexible Time Away policy. This time may be used at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. Executive's entitlement to paid time off is subject to change, at any time without advance notice, should the Company revise its policy relating to time off entitlements for executives. Paid time off usage and other terms and conditions is otherwise be governed by the policies of the Company, as may be amended, and modified from time to time.

(e) Employee Benefit Plans. During the term hereof and subject to any contribution therefore generally required of similarly-situated employees of the Company, the Executive shall be entitled to participate in any and all employee benefit plans from time to time in effect for employees

of the Company generally (the “Employee Benefit Plans”), except to the extent any Employee Benefit Plan provides for benefits otherwise provided to the Executive hereunder (e.g., a severance pay plan). Such participation shall be subject to (i) the terms of the applicable Employee Benefit Plan documents, (ii) generally applicable Company policies and (iii) the discretion of the Company or any administrative or other committee provided for under, or contemplated by, such Employee Benefit Plan.

(f) Business Expenses. The Company shall pay or reimburse the Executive for reasonable, customary, and necessary business expenses incurred or paid by the Executive in the performance of the Executive’s duties and responsibilities hereunder, subject to such reasonable substantiation and documentation and to travel and other policies as may be required by the Company from time to time.

(g) Equity Based Incentive Compensation. The Executive shall be eligible to participate in the TCO Group Holdings, L.P. Management Incentive Plan (the “MIP”) and, subject to approval by the board of directors of TCO Group Holdings, L.P. (the “Partnership”), shall be awarded 650,000 Class B Units of the Partnership (the “Class B Units”), which will be subject to the terms and conditions of the LP Agreement (as defined in the MIP), the MIP and award agreement, which will provide that the Class B Units will vest to as to 50% based on satisfaction of time-vesting requirements and 50% as to satisfaction of performance-vesting requirements.

5. Termination of Employment and Severance Benefits. The Executive’s employment hereunder shall terminate under the following circumstances:

(a) Death. In the event of the Executive’s death during the term hereof, the date of death shall be the date of termination, and the Company shall pay or provide to the Executive’s designated beneficiary or, if no beneficiary has been designated by the Executive in a notice received by the Company, to the Executive’s estate: (i) any Base Salary earned but not paid through the date of termination, (ii) pay in lieu of any PTO accrued but not used as of the date of termination, (iii) any business expenses incurred by the Executive but unreimbursed as of the date of termination, provided, that, such expenses and required substantiation and documentation are submitted no later than one hundred twenty (120) days following the date of termination, that such expenses are reimbursable under Company policy and that any such expenses subject to Section 5(g)(iv) shall be paid not later than the deadline specified therein, (iv) any Annual Bonus earned but unpaid in respect of the fiscal year completed immediately prior to the date of termination (the “Prior Year Bonus,” and all of the foregoing, payable subject to the timing limitations described herein, “Final Compensation”). In the event of such termination, the Company shall have no further obligation or liability to the Executive under this Agreement, other than for payment of any Final Compensation due to the Executive. Other than business expenses described in Section 5(a)(iii), Final Compensation shall be paid to the Executive’s designated beneficiary or estate at the time prescribed by applicable law and in all events within thirty (30) days following the date of death.

(b) Disability.

(i) The Company may terminate the Executive’s employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during the Executive’s employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of the Executive’s duties and responsibilities hereunder (notwithstanding the provision of any reasonable accommodation exclusive of the leave of absence provided hereunder) for one hundred twenty (120) consecutive days, or two hundred (270) non-consecutive days during any period of three hundred and sixty-five (365) consecutive calendar days

("Disability"). In the event of such termination, the Company shall have no further obligation or liability to the Executive under this Agreement, other than for payment of any Final Compensation due to the Executive.

Any determination of Disability shall be made by a qualified physician as mutually agreed between the Company and the Executive. Other than business expenses described in Section 5(a)(iii), Final Compensation shall be paid to the Executive at the time prescribed by applicable law and in all events within thirty (30) days following the date of termination of employment.

(ii) The Chief Executive Officer may designate another employee to act in the Executive's place during any period of the Executive's Disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4(a) and to participate in Employee Benefit Plans in accordance with Section 4(d), to the extent permitted by the then-current terms of the applicable Employee Benefit Plans, until the Executive becomes eligible for disability income benefits under the Company's disability income plan, if any, or until the termination of the Executive's employment, whichever shall first occur. If the Executive receives any disability income payments under the Company's disability income plan, the Base Salary under Section 4(a) shall be reduced by the amount of such disability income, but only to the extent permitted without adverse tax consequences to the Executive under Section 409A. The Executive shall continue to participate in the Employee Benefit Plans in accordance with Section 4(d) and to the extent permitted by and subject to the then-current terms of such Employee Benefit Plans, until the termination of the Executive's employment hereunder.

(iii) If any question shall arise as to whether the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform substantially all of the Executive's duties and responsibilities hereunder, the Executive may, and at the reasonable request of the Company shall, submit to a medical examination by a physician mutually agreed to by the Company and the Executive (or the Executive's duly appointed guardian, if any), and such determination for the purposes of this Agreement shall be conclusive. If such question shall arise and the Executive shall fail to submit to such medical examination, the Company's determination of the issue shall be binding on the Executive.

(c) By the Company for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time upon delivery of written notice to the Executive. The following, as determined in the Company's reasonable discretion, shall constitute Cause for termination:

(i) The Executive's failure to perform the Executive's duties and responsibilities to the Company or any of its Affiliates that are consistent with Executive's title and authorities;

(ii) The Executive's material breach of any of the provisions of this Agreement or any other written agreement between the Executive and the Company or any of its Affiliates, resulting in material harm to the Company or any of its Affiliates;

(iii) The Executive's material breach of any fiduciary duty that the Executive has to the Company or any of its Affiliates;

(iv) The Executive's gross negligence, intentional misconduct or unethical or improper behavior by the Executive resulting in material harm to the business, interests or reputation of the Company or any of its Affiliates;

(v) The Executive's intentional or willful failure to comply with

applicable PACE, Medicare or Medicaid rules or regulations;

(vi) The Executive's failure to comply with the Company's Code of Conduct or Corporate Compliance Program;

(vii) The Executive's commission of a felony or any other crime involving moral turpitude; or

(viii) The Executive's commission of conduct involving fraud, embezzlement, sexual harassment, material misappropriation of property or other substantial misconduct with respect to the Company or any of its Affiliates.

Any termination of the Executive's employment for bases set forth in clauses (i) - (iii) and (vi) shall not constitute a termination for Cause unless the Company shall have provided written notice to the Executive no later than fifteen (15) calendar days after the Board first obtained actual knowledge of the Executive's act or omission constituting Cause, setting forth in reasonable detail such acts or omissions, and the Executive shall have failed to cure (to the extent capable of cure) such acts or omissions within fifteen (15) calendar days following receipt of written notice. In the event of a termination of the Executive's employment hereunder for Cause, the Company shall have no further obligation or liability to the Executive under this Agreement, other than for any Final Compensation (excluding the Prior Year Bonus) due to the Executive. Other than business expenses described in Section 5(a)(iii), Final Compensation shall be paid to the Executive at the time prescribed by applicable law and in all events within thirty (30) calendar days following the date of termination of employment.

(d) By the Company Other Than for Cause. The Company may terminate the Executive's employment hereunder other than for Cause at any time upon thirty (30) calendar days' prior written notice to the Executive. If the Company terminates the Executive's employment other than for Cause after the Effective Date, then in addition to any Final Compensation due to the Executive, the Company will (i) pay to the Executive severance pay, at the same rate as the Base Salary, for a period of twelve (12) months following the date of termination of the Executive's employment, (ii) pay to the Executive an amount equal to the Executive's Target Bonus (clauses (i) and (ii), collectively, the "Severance Payments") and (iii) continue to pay, on the Executive's behalf, the premiums required to be paid for the Executive's continued participation in the Company's health care benefit plan, including existing spousal or family health care coverage, if selected, for a period of twelve (12) months following termination, unless the Executive becomes employed by another company and eligible for coverage under such company's group health care plans, and in such instance, future payment for the health insurance premiums will cease (the "Healthcare Payments" and, collectively with the Severance Payments, the "Severance Benefits"). Other than business expenses described in Section 5(a)(iii), Final Compensation shall be paid to the Executive at the time prescribed by applicable law and in all events within thirty (30) days following the date of termination of employment. Any obligation of the Company to provide the Severance Benefits is conditioned, however, on the Executive signing and returning to the Company (without revoking) a timely and effective general release of claims in substantially the form attached hereto as Exhibit B (the "Release of Claims"), all of which (including the lapse of the period for revoking the Release of Claims as specified in the Release of Claims) shall have occurred no later than the sixtieth (60th) day following the date of termination, and on the Executive's continued compliance with the obligations of the Executive to the Company and its Affiliates that survive termination of the Executive's employment, including, without limitation, under Sections 7, 8 and 9 of this Agreement. Subject to Section 5(g) below, (A) the Severance Payments to which the Executive is entitled hereunder shall be in the form of salary continuation, payable in accordance with the normal payroll practices of the Company, and (B) the

Healthcare Payments shall be paid monthly, and in both cases of (A) and (B), with the first payment, which shall be retroactive to the day immediately following the date on which the Executive's employment terminated, being due and payable on the Company's next regular payday for executives that follows the expiration of sixty (60) calendar days from the date on which the Executive's employment terminates. Notwithstanding the foregoing, in the event the Healthcare Payments would, in the determination of the Board or its delegate, subject the Executive, the Company or any of its Affiliates to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), the Healthcare Payments shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any such adverse consequences under the ACA or Section 105(h).

(e) By the Executive for Good Reason. The Executive may terminate the Executive's employment hereunder for Good Reason by providing (1) written notice to the Company, specifying in reasonable detail the condition giving rise to the Good Reason, no later than the thirtieth (30th) calendar day following the first occurrence of that condition, and (2) the Company a period of thirty (30) calendar days in which to remedy the condition in all material respects. The Executive's termination of employment for Good Reason will be effective on the thirty-first (31st) calendar day following the expiration of the Company's period to remedy, if the Company has failed to remedy the condition in all material respects. The following, if occurring without the Executive's written consent, shall constitute "Good Reason" for termination by the Executive:

(i) a material reduction in the Executive's Base Salary (unless such reduction affects all similarly situated employees of the Company on a proportionate basis);

(ii) a requirement that the Executive relocate more than fifty (50) miles from Memphis, Tennessee (the "Executive's Principal Place of Employment"); provided, that, a relocation shall not include: (A) the Executive's travel for business in the course of performing the Executive's duties for the Company or any of its Affiliates, (B) the Executive working remotely or (C) the Company or any of its Affiliates requiring the Executive to report to an office within the Executive's Principal Place of Employment (instead of working remotely);

(iii) a material diminution in the nature or scope of the Executive's title, reporting line, duties, authority and/or responsibilities; or

(iv) a material breach by the Company of (A) any of the terms of this Agreement or (B) any other material written agreement between the Company and the Executive.

In the event of termination of the Executive's employment in accordance with this Section 5(e), the Executive will be entitled to all amounts the Executive would have been entitled to receive had the Executive's employment been terminated by the Company other than for Cause pursuant to Section 5(d) above, provided, that, the Executive (A) signs and returns (without revoking) a timely and effective Release of Claims as set forth in Section 5(d), and (B) provides timely notice as described above in this Section 5(e).

(f) By the Executive without Good Reason. The Executive may terminate the Executive's employment hereunder without Good Reason at any time upon sixty (60) calendar days' prior written notice to the Company. In the event of termination of the Executive's employment in accordance with this Section 5(f), the Chief Executive Officer may elect to waive the period of notice, or any portion thereof, and, if the Chief Executive Officer so elects, the Company will pay the Executive the

Base Salary for the period so waived. The Company shall also pay the Executive any Final Compensation due to the Executive (other than business expenses described in Section 5(a)(iii)) at the time prescribed by applicable law and in all events within thirty (30) days following the date of the termination of employment.

(g) Timing of Payments and Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, if, at the time of the Executive's termination of employment, the Executive is a "specified employee," as defined below, any and all amounts payable under this Section 5 on account of such separation from service that constitute deferred compensation, and would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6)-month period or, if earlier, upon the Executive's death; except (A) with respect to any amounts that do not constitute a deferral of compensation within the meaning of Treasury Regulation Section 1.409A-1(b) (including, without limitation, by reason of the safe harbor set forth in Section 1.409A-1(b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (B) benefits that qualify as excepted welfare benefits pursuant to Treasury Regulation Section 1.409A-1(a)(5); and (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").

(ii) This Agreement is intended to either comply with, or be exempt from, Section 409A, and this Agreement shall be construed and administered in accordance with such intent.

(iii) For purposes of this Agreement and solely to the extent that Section 409A applies to compensation or a benefit, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Section 1.409A-1(h) of the Treasury Regulations, after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury Regulation Section 1.409A-1(i).

(iv) Each payment made under this Agreement shall be treated as a separate payment, and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(v) Any payment of, or reimbursement for, expenses that would constitute nonqualified deferred compensation subject to Section 409A shall be subject to the following additional rules: (A) no reimbursement or payment of any such expense shall affect the Executive's right to reimbursement or payment of any such expense in any other calendar year; (B) reimbursement or payment of the expense shall be made, if at all, promptly, but not later than the end of the calendar year following the calendar year in which the expense was incurred; and (C) the right to reimbursement or payment shall not be subject to liquidation or exchange for any other benefit.

(vi) In the event of any change in the payroll schedule of the Company, each installment or payment to be made under this Agreement shall be made (according to such new payroll schedule) within thirty (30) days of the payroll date that would apply pursuant to the payroll schedule in effect on the Effective Date to the extent necessary to avoid a violation of applicable requirements under Section 409A.

(vii) In the event the Company or the Executive determines that any compensation or benefit payable hereunder may violate applicable requirements of Section 409A, the Company and the Executive shall cooperate in good faith to amend this Agreement or take any other actions

as are necessary or appropriate for such compensation or benefit to either (A) be exempt from the requirements of Section 409A or (B) comply with the applicable requirements of Section 409A; provided, that, no such amendment will be made to the extent it would result in an increased cost to the Company.

(viii) In no event shall the Company have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

(h) Exclusive Right to Severance. The Executive agrees that the Severance Benefits to be provided to the Executive in accordance with the terms and conditions set forth in this Agreement are intended to be exclusive. The Executive hereby knowingly and voluntarily waives any right the Executive might otherwise have to participate in or receive payments or benefits under any other plan, program or policy of the Company providing for severance or termination pay or other termination benefits (other than any equity incentive awards and any benefits payable pursuant to a long-term disability or other similar insurance program, which shall be governed by the terms and provisions of the applicable plan, award agreement or program).

6. Effect of Termination. The provisions of this Section 6 shall apply to any termination of the Executive's employment under this Agreement, whether pursuant to Section 5 or otherwise.

(a) Provision by the Company of Final Compensation and Severance Benefits, if any, that are due to the Executive, in each case, under the applicable termination provisions of Section 5, shall constitute the entire obligation of the Company to the Executive under this Agreement.

(b) Except for any right of the Executive to continue group health plan participation in accordance with applicable law, the Executive's participation in all Employee Benefit Plans shall terminate pursuant to the terms of the applicable Employee Benefit Plan documents based on the date of termination of the Executive's employment, without regard to any Base Salary for notice waived pursuant to Section 5(f) hereof or to any Severance Benefits or other payment made to or on behalf of the Executive following such termination date.

(c) Provisions of this Agreement shall survive any termination of the Executive's employment if so provided herein or if necessary or desirable fully to accomplish the purposes of other surviving provisions, including, without limitation, the obligations of the Executive under Sections 7, 8 and 9 hereof. The obligation of the Company to provide Severance Benefits hereunder, and the Executive's right to retain such payments, is expressly conditioned on the Executive's continued full performance in accordance with Sections 7, 8 and 9 hereof.

7. Confidential Information.

(a) The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information, that the Executive will develop Confidential Information for the Company or its Affiliates and that the Executive will learn of Confidential Information during the course of the Executive's employment. The Executive agrees that all Confidential Information which the Executive creates or to which the Executive has access as a result of the Executive's employment or other associations with the Company or any of its Affiliates since the Effective Date is and shall remain the sole and exclusive property of the Company or its Affiliate, as applicable. The Executive shall comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall never disclose

to any Person (except as required by applicable law or for the proper performance of the Executive's duties and responsibilities to the Company and its Affiliates), or use for the Executive's own benefit or gain or the benefit or gain of any other Person, any Confidential Information obtained by the Executive incident to the Executive's employment or any other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after the Executive's employment terminates, regardless of the reason for such termination. Further, the Executive agrees to furnish prompt notice to the Company, to the extent permitted by applicable law, of any required disclosure of Confidential Information sought pursuant to subpoena, court order or any other legal process or requirement, and agrees to provide the Company a reasonable opportunity to seek protection of the Confidential Information prior to any such disclosure. The confidentiality obligation under this Section 7 shall not apply to information that has become generally known through no wrongful act on the part of the Executive or any other Person having an obligation of confidentiality to the Company or any of its Affiliates. For the avoidance of doubt, the Executive acknowledges that nothing contained herein limits, restricts or in any other way affects the Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity. Notwithstanding anything to the contrary in the foregoing, the Executive may retain the Executive's personnel and compensation information, contacts list and computer calendar following the termination of the Executive's employment, subject to the confidentiality obligations hereunder. Moreover, nothing herein restricts the Executive from providing information to the Executive's tax or financial advisor or legal counsel or disclosing information if reasonably appropriate pursuant to any legal process between the Executive and the Company or any of its Affiliates.

(b) All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or any of its Affiliates and any copies or derivatives (including, without limitation, electronic), in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company and its Affiliates. Except as necessary for the proper performance of the Executive's regular duties for the Company or as expressly authorized in writing in advance by the Company or its expressly authorized designee, the Executive will not copy any Documents or remove any Documents or copies or derivatives thereof from the premises of the Company. The Executive shall safeguard all Documents and shall surrender to the Company, at the time the Executive's employment terminates, or at such earlier time or times as the Company or its designee may specify, all Documents and other property of the Company or any of its Affiliates and all documents, records and files of the customers and other Persons with whom the Company or any of its Affiliates does business (collectively, "Third Party Documents" and each individually, a "Third Party Document") then in the Executive's possession or control and not accessible by the Company; provided, however, that if a Document or Third-Party Document is on electronic media, the Executive may, in lieu of surrendering the Document or Third-Party Document, provide a copy to the Company on electronic media and delete and overwrite all other electronic media copies thereof. The Executive also agrees that, upon request of any duly authorized officer of the Company, the Executive shall disclose all passwords and passcodes necessary or desirable to enable the Company or any of its Affiliates or the Persons with whom the Company or any of its Affiliates do business to obtain access to the Documents and Third-Party Documents.

(c) 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under

seal.” Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

8. Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive’s full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including, without limitation, the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company for time spent in complying with these obligations. All copyrightable works that the Executive creates during the Executive’s employment with the Company shall be considered “work made for hire” and shall, upon creation, be owned exclusively by the Company.

9. Restricted Activities. The Executive acknowledges and agrees that (1) he is an executive of the Company with continual access to the Company’s “Trade Secrets,” defined as the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers, or other information relating to the Company which is secret and of value, (2) the Executive’s services are of special, unique and extraordinary value to the Company, and the Executive’s performance of such services to a competing business may result in irreparable harm to the Company, (3) in the event of the Executive’s employment by a competitor, the Executive would inevitably use or disclose Company Trade Secrets, (4) the Executive will receive specialized training from the Company, and (5) the following restrictions on the Executive’s activities during and after employment with the Company are necessary to protect the Company’s Trade Secrets and other legitimate protectable business interests of the Company and its Affiliates:

(a) Non-Competition. While the Executive is employed by the Company and during the one (1)-year period immediately following termination of the Executive’s employment with the Company for any reason (the “Restricted Period”), the Executive shall not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, independent contractor, co-venturer or otherwise, whether with or without compensation, compete or assist another Person in competing with the Business (as defined below), or any portion of the Business, in the United States of America (the “Restricted Area”) or undertake any planning for any business competitive with all or a portion of the Business in the Restricted Area. Specifically, but without limiting the foregoing, the Executive agrees not to work for or provide services to, in any capacity, whether as an employee, independent contractor, consultant, agent, co-venturer, or otherwise, whether with or without compensation, any Person that is engaged in all or any portion of the Business, as conducted or in active planning to be conducted during the Executive’s employment with the Company or, with respect to the portion of the Restricted Period that follows the termination of the Executive’s employment, at the time the Executive’s employment terminates, in the Restricted Area. Notwithstanding the foregoing, nothing in this Agreement shall (A) prevent the Executive from providing services to a consulting firm that provides services to any business that competes with the Business, (B) preclude the Executive from owning up to two percent (2%) of the publicly traded securities of any business

or (C) prevent the Executive from providing services to an entity that contains a business that competes with the Business, provided, that, the Executive is not responsible for (and does not engage or participate in) the day-to-day management, oversight or supervision of such business, and provided, further, that the Executive does not have direct supervision over the individual or individuals who are so responsible for such day-to-day management, oversight or supervision.

(b) Non-Solicitation.

(i) During the Restricted Period, the Executive will not, and will not assist any other Person to directly or indirectly, (A) solicit or encourage any customer of the Company or any of its Affiliates to terminate or diminish its relationship with the Company or its applicable Affiliate; or (B) seek to persuade any such customer or prospective customer of the Company or any of its Affiliates to conduct any business or activity which such customer or prospective customer conducts or could conduct with the Company or any of its Affiliates with anyone else; provided, however, that these restrictions shall apply (I) only with respect to any Person who is or has been a customer of the Company or any of its Affiliates at any time within the immediately preceding two (2)-year period prior to the date of Executive's termination of employment or whose business has been solicited on behalf of the Company or any of its Affiliates by any of their officers, employees or agents within such two (2)-year period, other than by form letter, blanket mailing or published advertisement, and (II) only if the Executive has performed work for such Person during the Executive's employment with the Company or one of its Affiliates or been introduced to, or otherwise had contact with, such Person as a result of the Executive's employment or other associations with the Company or one of its Affiliates or has had access to Confidential Information which would assist in the Executive's solicitation of such Person. Notwithstanding anything in this Section 9(b) to the contrary, the Executive may solicit customers and prospective customers for purposes of providing or selling products or services that do not compete with the Business. For purposes of this Section 9(b)(i), the term "customer" shall include without limitation any Company customer, client, supplier, vendor, partner, reseller, service provider, broker, agent or any other material business relation of the Company.

(ii) During the Restricted Period, the Executive will not, and will not assist any other Person to, (A) hire or solicit for hiring any employee of the Company or any of its Affiliates or seek to persuade any employee of the Company or any of its Affiliates to discontinue employment or (B) solicit or encourage any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish such independent contractor's relationship with them. For the purposes of this Agreement, an "employee" or an "independent contractor" of the Company or any of its Affiliates is any Person who was such at any time within the preceding two (2) years.

(c) Non-Disparagement. The Executive agrees that he will never disparage or criticize the Company, its Affiliates, their business, their management or their products or services, and that the Executive will not otherwise do or say anything that could disrupt the good morale of employees of the Company or any of its Affiliates or harm the interests or reputation of the Company or any of its Affiliates. For the avoidance of doubt, the foregoing shall not prevent the Executive from performing the Executive's duties during the term hereof, as it relates to performance evaluations and the like. The Company agrees that (i) it will direct its senior executives and directors to not publicly disparage or criticize the Executive or otherwise do or say anything that could harm the reputation of the Executive, and (ii) it will not publish press releases or other public filings that disparage or criticize the Executive unless the Executive is terminated for Cause or the Company is required to comply with applicable law and applicable exchange listing rules.

10. Whistleblower Protection. Notwithstanding anything to the contrary contained herein,

no provision of this Agreement will be interpreted so as to impede the Executive (or any other individual) from (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of law, (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency, legislative body or any self-regulatory organization, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, (iii) seeking or receiving any monetary damages, awards or other relief (including, without limitation, accepting any Securities and Exchange Commission awards) in connection with protected whistleblower activity, or (iv) making other disclosures under the whistleblower provisions of federal law or regulation. In addition, nothing in this Agreement or any other agreement or Company policy prohibits or restricts the Executive from initiating communications with, or responding to any inquiry from, any administrative, governmental, regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures and the Executive will not be required to notify the Company that such reports or disclosures have been made.

11. Enforcement of Covenants. The Executive acknowledges that the Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon the Executive pursuant to Sections 7, 8 and 9 hereof. The Executive agrees without reservation that the Executive has received valuable consideration for each of the restraints contained herein, and that each of the restraints contained herein is necessary for the reasonable and proper protection of the goodwill, Confidential Information and other legitimate interests of the Company and its Affiliates; that each of these restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by them. The Executive further agrees that the Executive will never assert, or permit to be asserted on the Executive's behalf, in any forum, any position contrary to the foregoing. The Executive further acknowledges that, were the Executive to breach any of the covenants contained in Sections 7, 8 or 9 hereof, the damage to the Company and its Affiliates would be irreparable. The Executive therefore agrees that the Company, in addition and not in the alternative to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants, without having to post bond. The parties further agree that, in the event that any provision of Sections 7, 8 or 9 hereof shall be determined by any court of competent jurisdiction to be unenforceable, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. The Executive agrees that the Restricted Period shall be tolled, and shall not run, during any period of time in which the Executive is in violation of the terms thereof, in order that the Company and its Affiliates shall have all of the agreed-upon temporal protection recited herein. No breach of any provision of this Agreement by the Company, or any other claimed breach of contract or violation of law, or change in the nature or scope of the Executive's employment relationship with the Company, shall operate to extinguish the Executive's obligation to comply with Sections 7, 8 and 9 hereof. Each of the Company's Affiliates shall have the right to enforce all of the Executive's obligations to that Affiliate under this Agreement, including, without limitation, pursuant to Sections 7, 8 or 9 hereof.

12. No Conflicting Agreements. The Executive hereby represents and warrants that the execution of this Agreement and the performance of the Executive's obligations hereunder will not breach or be in conflict with any other agreement to which the Executive is a party or is bound, and that the Executive is not now subject to any covenants against competition or similar restrictive covenants or any other obligations to any Person or to any court order, judgment or decree that would affect the performance of the Executive's obligations hereunder. The Executive will not disclose to or use on behalf of the Company any

proprietary information of a third party without such party's consent.

13. Definitions. Capitalized words or phrases shall have the meanings provided in this Section 13 and as provided elsewhere herein:

(a) "Affiliate" means any person or entity directly or indirectly controlling or controlled by the Company, where control may be by either management authority or equity interest.

(b) "Business" means the business of delivery of services to the frail and elderly population through the operation of PACE Programs.

(c) "Confidential Information" means any and all information of the Company and its Affiliates that is not generally available to the public, and any and all information, which, if disclosed by the Company or any of its Affiliates, would assist in competition against any of them. Confidential Information includes, without limitation, such information relating to (i) the development, research, testing, manufacturing, marketing and financial activities of the Company and its Affiliates, (ii) the Services, (iii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iv) the identity and special needs of the patients of the Company and its Affiliates and (v) the people and organizations with whom the Company and its Affiliates have business relationships and the nature and substance of those relationships. Confidential Information also includes information that the Company or any of its Affiliates has received, or may receive hereafter, belonging to others or that was received by the Company or any of its Affiliates with any understanding, express or implied, that it would not be disclosed.

(d) "Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive's employment and during the period of six (6) months immediately following termination of the Executive's employment that relate either to the Services or to any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

(e) "Person" means a natural person, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

(f) "Services" means all services planned, researched, developed, tested, sold, licensed, leased or otherwise distributed or put into use by the Company or any of its Affiliates, together with all products provided or otherwise planned by the Company or any of its Affiliates, during the Executive's employment.

14. Indemnification. On or around the Effective Date, the Company and the Executive will enter into an Indemnification Agreement in the form attached as Exhibit C hereto.

15. Withholding. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

16. Assignment. Neither the Company nor the Executive may make any assignment of

this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive to one of its Affiliates or in the event that the Company shall hereafter effect a reorganization with, consolidate with or merge into an Affiliate or any Person or transfer all or substantially all of its properties, stock or assets to an Affiliate or any Person. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.

17. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

19. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, consigned to a reputable national courier service or deposited in the United States mail, postage prepaid, registered or certified, and addressed to the Executive at the Executive's last known address on the books of the Company or, in the case of the Company, at its principal place of business, attention of the Chief Executive Officer, or to such other address as either party may specify by notice to the other actually received.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and terminates all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment with the Company.

21. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by an expressly authorized representative of the Company.

22. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

23. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

24. Governing Law. This is a Tennessee contract and shall be construed and enforced under and be governed in all respects by the laws of the State of Tennessee, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE EXECUTIVE

/s/ Michael Scarbrough
Michael Scarbrough

THE COMPANY:

/s/ Patrick Blair
By: Patrick Blair
Title: Chief Executive Officer

Exhibit A

Form RSU Agreement

Attached.

INNOVAGE HOLDING CORP.
RESTRICTED STOCK UNIT NOTICE
(2021 OMNIBUS INCENTIVE PLAN)

InnovAge Holding Corp. (the “Company”), pursuant to its 2021 Omnibus Incentive Plan (the “Plan”), hereby grants to Participant an Award of Restricted Stock Units for the number of shares of Stock set forth below (the “Award”). The Award is subject to all of the terms and conditions as set forth in this Restricted Stock Unit Notice (this “Grant Notice”) and in the RSU Agreement (attached hereto as Attachment I) and the Plan, both of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein but defined in the Plan or the RSU Agreement will have the same meaning as in the Plan or the RSU Agreement. If there is any conflict between the terms in this Grant Notice and the Plan, the terms of the Plan will control.

Name of Participant:	
Date of Grant:	
Vesting Commencement Date:	
Number of Shares of Stock Subject to the Award:	

Vesting Schedule: [Time or performance vesting criteria to be inserted]. [To be included with grant of time-based awards: Notwithstanding anything to the contrary in the foregoing, 100% of any unvested portion of the Time-Vesting Award will accelerate upon the consummation of a Change in Control, provided that you have not incurred a Termination prior to such Change in Control.]

Issuance Schedule: Subject to any adjustment as provided in Section 10(a) of the Plan, one share of Stock will be issued for each Restricted Stock Unit that vests, with the time of issuance set forth in Section 6 of the RSU Agreement.

Additional Terms/Acknowledgements: Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the RSU Agreement and the Plan. Participant acknowledges and agrees that this Grant Notice and the RSU Agreement may not be modified, amended or revised except as provided in the Plan. Participant further acknowledges that, as of the Date of Grant, this Grant Notice, the RSU Agreement and the Plan set forth the entire agreement and understanding between Participant and the Company regarding the acquisition of Stock pursuant to the Award specified above and supersede all prior oral and written agreements, promises and/or representations on that subject, with the exception of (i) Awards previously granted and delivered to the Participant, and (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law. By accepting this Award, Participant consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

INNOVAGE HOLDING CORP.

By:

Signature

Title:

Date:

PARTICIPANT:

Signature

Date: _____

ATTACHMENTS: RSU Agreement

ATTACHMENT I

INNOVAGE HOLDING CORP. 2021 OMNIBUS INCENTIVE PLAN

RSU AGREEMENT

Pursuant to the Restricted Stock Unit Grant Notice (the “Grant Notice”) and this RSU Agreement (this “Agreement”), InnovAge Holding Corp. (the “Company”) has granted you an Award of Restricted Stock Units under its 2021 Omnibus Incentive Plan (the “Plan”), with respect to the number of shares of Stock indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement or in the Grant Notice but defined in the Plan will have the same meaning as in the Plan.

If there is any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. The details of your Award of Restricted Stock Units (this or your “Award”), in addition to those set forth in the Grant Notice and the Plan, are as follows:

1. **GRANT OF THE AWARD.** This Award represents the right to be issued on a future date one (1) share of Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 below) as indicated in the Grant Notice. As of the Date of Grant, the Company will credit to a bookkeeping account maintained by or on behalf of the Company for your benefit (the “Account”) the number of shares of Stock subject to the Award. This Award was granted in consideration of your services to the Company.

2. **VESTING.** Subject to the limitations contained herein, your Award will vest as provided in your Grant Notice. Vesting will cease upon your Termination. Upon your Termination, the Restricted Stock Units credited to the Account that were not vested on the date of such Termination will be forfeited at no cost to the Company, and you will have no further right, title or interest in or to such underlying shares of Stock.

3. **NUMBER OF SHARES.** The number of shares of Stock subject to your Award may be adjusted from time to time for capitalization adjustments, as provided in the Plan. Any additional Restricted Stock Units, shares, cash or other property that becomes subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Committee, to the same forfeiture restrictions, restrictions on transferability and time and manner of delivery as applicable to the other Restricted Stock Units covered by your Award. Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Stock shall be created pursuant to this Section 3. Any fraction of a share will be rounded down to the nearest whole share.

4. **SECURITIES LAW COMPLIANCE.** You may not be issued any shares of Stock under your Award unless the shares of Stock underlying the Restricted Stock Units are then registered under the Securities Act or, if not registered, the Company has determined that such issuance of the shares would be exempt from the registration requirements of the Securities Act. The issuance of shares of Stock must also comply with all other applicable laws and regulations governing the Award and the Company’s policies, and you shall not receive such Stock if the Company

determines that such receipt would not be in material compliance with such laws, regulations or Company policies, if applicable.

5. **TRANSFER RESTRICTIONS.** Prior to the time that shares of Stock have been delivered to you, you may not transfer, pledge, sell or otherwise dispose of this Award or the shares issuable in respect of your Award, except that, upon receiving written permission from the Committee or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company, designate a third party who, on your death, will thereafter be entitled to receive the shares issuable in respect of your Award, and in the absence of such a designation, your executor or administrator of your estate will be entitled to receive any Stock or other consideration that vested but was not issued before your death. For example, you may not use shares that may be issued in respect of your Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to you of shares in respect of your vested Restricted Stock Units.

6. **DATE OF ISSUANCE.**

a. The issuance of shares in respect of the Restricted Stock Units is intended to comply with Treasury Regulation Section 1.409A-1(b)(4) and will be construed and administered in such a manner. The Company shall issue to you one (1) share of Stock for each Restricted Stock Unit that vests, if any, as soon as practicable following the applicable vesting date(s) (subject to any adjustment under Section 3 above) and in any event within thirty (30) days following the vesting date.

b. The form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

7. **DIVIDENDS.** You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from the adjustment provided in Section 10(a) of the Plan.

8. **RESTRICTIVE LEGENDS.** The shares of Stock issued under your Award shall be endorsed with appropriate legends, if applicable, as determined by the Company.

9. **AWARD NOT A SERVICE CONTRACT.** This Agreement is not an employment or service contract, and nothing in this Agreement will be deemed to create in any way whatsoever any obligation on your part to continue in the employ or service of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment or service.

10. **WITHHOLDING OBLIGATIONS.**

a. On or before the time you receive a distribution of the shares of Stock underlying your Award, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you hereby authorize any required withholding from the shares of Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with your Award (the "Withholding Taxes"). Additionally, the Company or any Affiliate may, in its sole discretion, satisfy all or any portion of

the Withholding Taxes obligation relating to your Award by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) permitting or requiring you to enter into a "same day sale" commitment, whereby Withholding Taxes may be satisfied with a portion of the shares of Stock to be delivered in connection with your Restricted Stock Units by delivery of an irrevocable direction to a securities broker (on a form prescribed by the Committee) to sell a portion of the shares of Stock and to deliver all or part of the sale proceeds to the Company and/or its Affiliates in payment of the amount necessary to satisfy the Withholding Taxes obligation; (iv) withholding shares of Stock from the shares of Stock issued or otherwise issuable to you in connection with the Award with an aggregate Fair Market Value (measured as of the date shares of Stock are issued pursuant to Section 6) equal to the amount of such Withholding Taxes; provided, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Committee; or (v) such other arrangements as are satisfactory to the Committee.

b. Unless the tax withholding obligations of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to you any shares of Stock.

c. In the event the Company's obligation to withhold arises prior to the delivery to you of shares of Stock or it is determined after the delivery of shares of Stock to you that the amount of the Company's withholding obligations was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

11. **TAX CONSEQUENCES.** You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its officers, directors, employees or Affiliates, related to tax liabilities arising from your Award or your other compensation.

12. **NOTICES.** Any notices provided for in your Award or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. **UNSECURED OBLIGATION.** Your Award is unfunded, and as a holder of a vested Award, you shall be considered a general, unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares or other property pursuant to this Agreement.

14. **GOVERNING PLAN DOCUMENT.** Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all

interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan will control. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN YOU AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS RELATING TO ARBITRATION SET FORTH IN THE PLAN.

15. **CLAWBACK/RECOUPMENT POLICY.** You hereby acknowledge and agree that your Award (and any compensation paid or shares issued under your Award) and any other compensation received in respect of your services to the Company or any of its Affiliates on or after the date hereof is subject to recoupment in accordance with any clawback policy adopted by the Company pursuant to Rule 10D-1 of the Exchange Act, Nasdaq Listing Rule 5608, or other applicable law, and any other compensation recovery policy adopted by the Company.

16. **OTHER DOCUMENTS.** You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus.

17. **EFFECT ON OTHER EMPLOYEE BENEFIT PLANS.** The value of this Award will not be included as compensation, earnings, salaries or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify or terminate any of the Company's or any Affiliate's employee benefit plans.

18. **VOTING RIGHTS.** You will not have voting or any other rights as a stockholder of the Company with respect to the shares of Stock to be issued pursuant to this Award until such shares are issued to you. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Award, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

19. **SEVERABILITY.** If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

20. **DATA PRIVACY.** You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of personal data as described in Section 20(g) of the Plan (such Section 20(g) of the Plan is incorporated herein by reference and made a part hereof) by and among, as applicable, the Company, its Affiliates, third-party administrator(s) and other possible recipients for the exclusive purpose of implementing, administering and managing the Plan and Awards and your participation in the Plan. You acknowledge, understand and agree that Data

may be transferred to third parties, which will assist the Company with the implementation, administration and management of the Plan.

21. MISCELLANEOUS.

a. The rights and obligations of the Company under your Award will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by, the Company's successors and assigns.

b. You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

c. You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

d. This Agreement will be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

e. All obligations of the Company under the Plan and this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or other acquisition of all or substantially all of the business and/or assets of the Company.

* * *

This RSU Agreement will be deemed to be signed by you upon the signing by you of the Restricted Stock Unit Grant Notice to which it is attached.

Exhibit B

Release of Claims

Reference is hereby made to that certain Employment Agreement, effective as of [DATE], by and between Total Community Options, Inc., a Colorado corporation (and any successor entity thereto, the “Company”), and Michael Scarbrough (“Executive”) (such agreement, the “Employment Agreement”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Employment Agreement.

This release of claims (this “General Release”) is entered into by Executive in exchange for good and valuable consideration, and Executive, intended to be legally bound, agrees as follows:

1. Separation of Employment. Executive’s employment or service with the Company and its Affiliates terminated as of [DATE], and Executive hereby resigns from any position as an officer, member of the board of managers or directors (as applicable) or fiduciary of the Company or any of its Affiliates (or reaffirms any such resignation that may have already occurred) and agrees to execute any additional documentation as may be necessary to effectuate such resignations.
 2. Acknowledgment of Payments and Benefits. Executive understands that any payments paid and benefits provided under Section 5[(d)][(e)] of the Employment Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which Executive was already entitled. Executive understands and agrees that Executive will not receive the payments specified in Section 5[(d)][(e)] of the Employment Agreement unless Executive timely executes, and does not revoke, this General Release within the time period permitted hereafter. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its Affiliates. In signing this General Release, Executive also acknowledges and represents that, except as set forth in this General Release, Executive is not entitled to receive any additional compensation, bonuses, equity compensation, payment in lieu of any paid time off, equity awards, severance payments or other payments or benefits of any kind from the Company or any of the other Released Parties (as defined below), including, without limitation, any payments of any kind under the Employment Agreement.
 3. Release. Executive, on behalf of Executive and Executive’s heirs beneficiaries, administrators, executors, trustees and assigns, shall, and hereby does, forever and irrevocably release and discharge the Company and its subsidiaries and Affiliates, and each of their respective past, present and future shareholders, directors, officers, employee benefit plans, administrators, trustees, agents, representatives, employees, consultants, parents, subsidiaries, divisions, insurers, attorneys, predecessors, purchasers, successors and assigns, and all those connected with any of them, in their official and individual capacities (each, a “Released Party” and, collectively, the “Released Parties”), from any and all claims, suits, controversies, actions, causes of action, cross-claims, counterclaims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees or liabilities of any nature whatsoever in law and in equity, both past and present and whether known or unknown, suspected, unsuspected or claimed (collectively, “Claims”), which Executive or any of Executive’s beneficiaries, administrators, executors, trustees and assigns may have (a) from the beginning of time through the date upon which Executive executes this General Release; (b) arising out of, or relating to, any agreement and/or any awards, policies, plans, programs, procedures or practices of any of the Released Parties that may apply to Executive or in which Executive may participate or may have participated, including, but
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not limited to, any rights under bonus plans or programs of any of the Released Parties and/or any other short-term or long-term equity-based or cash-based incentive plans or programs of any of the Released Parties; (c) arising out of, or relating to, Executive's termination of employment with any of the Released Parties; and/or (d) arising out of, or relating to, Executive's employment with any Released Party or Executive's status as an employee, member, officer or director of any of the Released Parties, including, without limitation, any Claims or violations (i) arising under any federal, state or local civil or human rights law, including, but not limited to, the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008[, and] the Worker Adjustment and Retraining Notification Act, the Tennessee Human Rights Act, the Tennessee Disability Act, the Tennessee Parental Leave Act, and the Tennessee Public Protection Act, as all such laws have been amended from time to time and including all of their respective implementing regulations, and/or any other federal, state, foreign or local labor law, wage and hour law, worker safety law or employee relations or fair employment practices law, or public policy, contract or tort, or under common law; (ii) for wrongful discharge, breach of contract, infliction of emotional distress or defamation; or (iii) for costs, fees or other expenses, including attorneys' fees, incurred in these matters.

4. Limitations. Nothing in Section 3 of this General Release shall release or impair (a) any Claim or right that may arise after the date Executive executes this General Release; (b) any vested benefits under the Company's benefit plans; (c) any Claim or right Executive may have for indemnification under the Employment Agreement or the Company's D&O policy, by-laws, certificate of incorporation or other governing documents; or (d) any Claim which by law cannot be waived. Nothing in this General Release is intended to prohibit or restrict Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state or federal administrative body or government agency; provided, that, to the extent permitted by applicable law, Executive hereby waives the right to recover any monetary damages or other relief against any Released Parties; provided, however, that nothing in this General Release shall prohibit Executive from receiving any monetary award to which Employee becomes entitled pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
 5. Later Discovered Claims. Executive understands that Executive may later discover Claims or facts that may be different from, or in addition to, those which Executive now knows or believes to exist with regards to the subject matter of this General Release and which, if known at the time of executing this General Release, may have materially affected this General Release or Executive's decision to enter into it. Executive hereby waives any right or Claim that might arise as a result of such different or additional Claims or facts.
 6. No Assignment. Executive represents that Executive has made no assignment or transfer of any right or Claim covered by this General Release, and that Executive further agrees that Executive is not aware of any such right or Claim covered by this General Release.
 7. No Impact on Whistleblowing Rights. Executive understands that nothing contained in this General Release shall be construed to limit, restrict or in any other way affect Executive's right to communicate with any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, or make other disclosures under the whistleblower provisions of federal law or regulation.
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8. Third Party Beneficiary. The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder.
 9. No Admission of Liability. Executive agrees that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or Executive of any improper or unlawful conduct. Rather, this General Release expresses the intention of the parties to resolve all issues and other Claims related to or arising out of the Executive's employment by and termination of employment with the Company.
 10. Subsequent Breach. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish or in any way affect any rights or Claims arising out of any breach by Employer of the Employment Agreement after the date hereof, which are not subject to this General Release.
 11. Severability. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or its validity and enforceability in any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
 12. Continuing Obligations. Executive acknowledges that Executive will continue to be bound by Executive's obligations under the Employment Agreement that survive the termination of Executive's employment by the terms thereof or by necessary implication, including, without limitation, the restrictive covenant obligations set forth in Sections 7, 8 and 9 of the of the Employment Agreement (all of the foregoing obligations, the "Continuing Obligations"). Executive further acknowledges that the obligation of the Company to make payments to Executive or on Executive's behalf under Section 5[(d)][(e)] of the Employment Agreement, and Executive's right to retain the same, are expressly conditioned upon Executive's continued full performance of Executive's obligations hereunder and with respect to the Continuing Obligations.
 13. Confidentiality; Non-Disparagement. Subject to Section 7 of this General Release, Executive agrees that Executive will never disparage or criticize the Company, its Affiliates, their business, their management or their products or services, and that Executive will not otherwise do or say anything that could disrupt the good morale of employees of the Company or any of its Affiliates or harm the interests or reputation of the Company or any of its Affiliates. The Company has directed the senior officers and directors of the Company and its Affiliates not to make or cause to be made any statements that disparage or criticize Executive or Executive's reputation.
 14. No Cooperation with Non-Governmental Third Parties. Executive agrees that, to the maximum extent permitted by law, Executive shall not knowingly encourage, counsel or assist any non-governmental attorneys or their clients in the presentation or prosecution of any disputes,
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differences, grievances, claims, charges or complaints by any non-governmental third party against any of the Released Parties.

15. Consultation; Voluntary Agreement. Executive acknowledges that the Company has advised Executive of Executive's right to consult with an attorney prior to executing this General Release. Executive has carefully read and fully understands all of the provisions of this General Release. Executive is entering into this General Release knowingly, freely and voluntarily, in exchange for good and valuable consideration to which Executive would not be entitled in the absence of executing and not revoking this General Release.
16. Consideration and Revocation Period. Executive acknowledges that this this General Release constitutes a voluntary waiver of any and all rights and claims he may have against the Released Parties under the Age Discrimination in Employment Act. Executive understands that he has had the opportunity to ask questions about this General Release and he has not been asked to waive any rights that arise after the execution of this General Release. The benefits Referenced in this General Release exceed anything of value to which the Executive would be entitled in the absence of this General Release. Executive acknowledges that he has [twenty-one (21)][forty-five (45)] calendar days to consider this General Release (the "Consideration Period"). Executive agrees that changes to this General Release, whether material or immaterial, will not restart the Consideration Period. Executive understands that Executive may, at Executive's own election, execute this General Release before the expiration of the Consideration Period; provided, however, that Executive may not execute this General Release prior to Executive's final day of employment with the Company. Executive has seven (7) calendar days after the date on which Executive executes this General Release to revoke Executive's consent to the General Release. Such revocation must be in writing and must be made to Dustin Lee at dclee@innovage.com or the current Chief People Officer via email. Notice of such revocation must be received within the seven (7) calendar days referenced above. In the event of such revocation by Executive, this General Release will be null and void, and Executive will have no entitlement to the payments and benefits set forth in 5[(d)][(e)] of the Employment Agreement. Provided that Executive does not revoke Executive's execution of this General Release within such seven (7) day period, this General Release shall become effective on the eighth (8th) calendar day after the date on which Executive initially executes it.
17. Survival; Incorporation by Reference. Executive acknowledges that Sections 7 through 24 of the Employment Agreement shall survive Executive's execution of this General Release. Section 24 of the Employment Agreement is incorporated herein by reference.

BY SIGNING THIS GENERAL RELEASE, EXECUTIVE REPRESENTS AND AGREES THAT:

1. EXECUTIVE HAS READ IT CAREFULLY;
 2. EXECUTIVE UNDERSTANDS ALL OF ITS TERMS AND KNOWS THAT EXECUTIVE IS GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
 3. EXECUTIVE VOLUNTARILY CONSENTS TO EVERYTHING IN IT;
 4. EXECUTIVE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE
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EXECUTING IT AND EXECUTIVE HAS DONE SO, OR, AFTER CAREFUL READING AND CONSIDERATION, EXECUTIVE HAS CHOSEN NOT TO DO SO OF EXECUTIVE'S OWN VOLITION;

5. EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE MAY NOT SIGN THIS GENERAL RELEASE BEFORE THE DATE EXECUTIVE'S EMPLOYMENT WITH THE COMPANY TERMINATES;
6. EXECUTIVE HAS BEEN GIVEN ALL TIME PERIODS REQUIRED BY LAW TO CONSIDER THIS GENERAL RELEASE (INCLUDING, BUT NOT LIMITED TO, THE TIME PERIODS REQUIRED UNDER THE AGE DISCRIMINATION AND EMPLOYMENT ACT, AS AMENDED) SINCE THE DATE OF EXECUTIVE'S RECEIPT OF THIS GENERAL RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON [DATE] TO CONSIDER ITS TERMS AND TO CONSULT WITH AN ATTORNEY, IF EXECUTIVE WISHED TO DO SO, OR TO CONSULT WITH ANY OF THE OTHER PERSONS DESCRIBED IN SECTION 3 OF THIS GENERAL RELEASE;
7. EXECUTIVE HAS SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY, WITH A FULL UNDERSTANDING OF ITS TERMS AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE EXECUTIVE WITH RESPECT TO IT;
8. EXECUTIVE HAS NOT RELIED ON ANY PROMISES OR REPRESENTATIVES, EXPRESS OR IMPLIED, THAT ARE NOT SET FORTH EXPRESSLY IN THIS GENERAL RELEASE; AND
9. EXECUTIVE AGREES THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED, EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND EXECUTIVE.

DATE: _____

Michael Scarbrough

Exhibit C

Form of Indemnification Agreement

Attached.

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of [●], 202__ between InnovAge Holding Corp., a Delaware corporation (the "Company"), and [●] ("Indemnitee").

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the corporation or business enterprise itself. The Bylaws of the Company (as amended or restated, the "Bylaws") require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("DGCL"). The Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers of the Company and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee may not be willing to serve or continue to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve or continue to serve in such capacity; Indemnitee is willing to serve, continue to serve and take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as a director or officer from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. Subject to the provisions of Section 9, the Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time, if Indemnitee was or is, or is threatened to be made, a party to, or otherwise becomes involved in, any Proceeding (as hereinafter defined) by reason of Indemnitee's Corporate Status (as hereinafter defined). In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings other than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to

the rights of indemnification provided in this Section 1(a) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in, or otherwise becomes involved in, any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company unless and only to the extent that the court in which the Proceeding was brought shall determine that Indemnitee is fairly and reasonably entitled to indemnification.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to or participant in and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, Indemnitee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 1(c) and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company). The only limitation that shall exist upon the Company's obligations pursuant to this Agreement, other than those set forth in Section 9 hereof, shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), to the fullest extent permitted by applicable law, the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not, without the Indemnitee's prior written consent, enter into any such settlement of any action, suit or proceeding (in whole or in part) unless such settlement (i) provides for a full and final release of all claims asserted against Indemnitee and (ii) does not impose any Expense, judgment, fine, penalty or limitation on Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), to the fullest extent permitted by applicable law, the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which the law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) To the fullest extent permitted by applicable law, the Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding, and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, is made (or asked) to respond to discovery requests, or is otherwise asked to participate, in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement (other than Section 9), the Company shall advance, to the extent not prohibited by law, all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding (or part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board as provided in Section 9(d), within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. Any advances pursuant to this Section 5 shall be unsecured and interest free. In accordance with Section 7(d) of this Agreement, advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. This Section 5 shall not apply to claim by Indemnitee for expenses in a matter for which indemnity and advancement of expenses is excluded pursuant to Section 9.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum; (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum; (3) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (4) if so directed by the Board, by the stockholders of the Company; provided, however, that if a Change in Control has occurred, the determination with respect to Indemnitee's entitlement to indemnification shall be made by Independent Counsel. For purposes hereof, Disinterested Directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as provided in this Section 6(c). If a Change in Control has not occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to the Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. Indemnitee may, within 10 days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 12 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the Person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If a Change in Control has occurred, the Independent Counsel shall be selected by the Indemnitee (unless the Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and approved by the Board within 20 days after notification by Indemnitee. If (i) an Independent Counsel is to make the determination of entitlement pursuant to this Section 6, and (ii) within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected (including as a result of an objection to the selected Independent Counsel), either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a Person selected by the court or by such other Person as the court shall designate, and the Person with respect to whom all objections are so resolved or the Person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the Person making such determination shall to the fullest extent permitted by law presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof to overcome such presumption. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the Person empowered or selected under this Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall to the fullest extent permitted by law be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 30-day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the Person making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the Person making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such Person upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including reasonable attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Person making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall to the fullest extent permitted by law be presumed

that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within thirty (30) days after receipt by the Company of the request for indemnification or (iv) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification, contribution or advancement of Expenses. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b). In any judicial proceeding or arbitration commenced pursuant to this Section 7, Indemnitee shall be presumed to be entitled to indemnification under this Agreement and the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Company may not refer to or introduce into evidence any determination pursuant to Section 6(b) of this Agreement adverse to Indemnitee for any purpose other than to establish its compliance with the terms of this Agreement. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 7, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 5 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading, in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, incurs costs, in a judicial or arbitration proceeding or otherwise, attempting to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 12 of this Agreement) actually and reasonably incurred by Indemnitee in such efforts, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery, to the fullest extent permitted by applicable law. It is the intent of the Company that, to the fullest extent permitted by applicable law, Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under

this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to Indemnitee hereunder.

(e) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Amended & Restated Certificate of Incorporation of the Company (as amended or restated, the "Charter"), the Bylaws, any agreement, a vote of stockholders, a resolution of directors or otherwise, of the Company. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Charter, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company shall, if commercially reasonable, obtain and maintain in effect during the entire period for which the Company is obligated to indemnify Indemnitee under this Agreement, one or more policies of insurance with reputable insurance companies to provide the directors and officers of the Company with coverage for losses from wrongful acts and omissions and to ensure the Company's performance of its indemnification obligations under this Agreement. Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such officer or director under such policy or policies. In all such insurance policies, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee with the same rights and benefits as are accorded to the most favorably insured of the Company's directors and officers. At the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement of Expenses is provided) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity or advancement of expenses in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as hereinafter defined), or similar provisions of state statutory law or common law; or

(c) for reimbursement to the Company of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, in each case as required under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act in connection with an accounting restatement of the Company or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(d) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Company has joined in or the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, or (iii) the Proceeding is one to enforce Indemnitee's rights under this Agreement or;

(e) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act.

10. Non-Disclosure of Payments. Except as expressly required by the securities laws of the United States of America, neither party shall disclose any payments under this Agreement unless prior approval of the other party is obtained. If any payment information must be disclosed, the Company shall afford the Indemnitee an opportunity to review all such disclosures and, if requested, to explain in such statement any mitigating circumstances regarding the events to be reported.

11. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue until and terminate upon the later of (i) twenty (20) years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which Indemnitee served at the request of the Company, and (ii) one (1) year after the final termination of any Proceeding (including any rights of appeal thereto) in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any Proceeding commenced by Indemnitee pursuant to Section 7 of this Agreement relating thereto (including any rights of appeal of any Section 7 Proceeding). Termination of this Agreement shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any Proceeding (regardless of when such Proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to the time of such termination. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses,

heirs, executors and personal and legal representatives.

12. Definitions. For purposes of this Agreement:

(a) “Beneficial Owner” shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(b) “Change in Control” shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below), other than Apax Partners, L.P. and its affiliates or Welsh, Carson, Anderson & Stowe and its affiliates, and other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the Beneficial Owner (as defined above), directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding securities, unless the change in relative Beneficial Ownership of the Company’s securities by any Person results solely from a reduction in the aggregate number of outstanding securities entitled to vote generally in the election of directors;

(ii) Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in Section 12(b)(i), 12(b)(iii) or 12(b)(iv)) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity; and

(iv) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company’s assets, or, if such approval is not required, the decision by the Board to proceed with such a liquidation, sale, or disposition in one transaction or a series of related transactions.

(c) “Corporate Status” describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company, any direct or indirect subsidiary of the Company, or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(d) “Disinterested Director” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) “Enterprise” shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

(f) “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

(g) “Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(h) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any Person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees and disbursements of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(i) “Person” shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(j) “Proceeding” includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was an officer or director of the Company, by reason of any action taken by Indemnitee or of any inaction on Indemnitee’s part while acting as an officer or director of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise; in each case whether or not Indemnitee is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce Indemnitee’s rights under this Agreement.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the fullest extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the

intent manifested thereby. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee and Nominating Member indemnification rights to the fullest extent permitted by applicable laws.

14. Enforcement and Binding Effect.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

(b) Without limiting any of the rights of Indemnitee under the Charter or Bylaws of the Company as they may be amended from time to time, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise at the Company's request, and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(d) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(e) The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which Indemnitee may be entitled. The Company and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the court, and the Company hereby waives any such requirement of such a bond or undertaking.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent

by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

- (a) To Indemnitee at the address set forth below Indemnitee's signature hereto.
- (b) To the Company at:

InnovAge Holding Corp.
8950 E. Lowry Boulevard
Denver, Colorado 80230
Attention: Chief Legal Officer
E-mail: [****]

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Usage of Pronouns. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

21. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict-of-laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 7 of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement.

[The Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first written above.

Signature Page to Indemnification Agreement

TCO GROUP HOLDINGS, L.P.
EQUITY INCENTIVE PLAN
CLASS B UNIT AWARD AGREEMENT

THIS AWARD AGREEMENT (this "Agreement") evidences an award of Class B Units granted pursuant to the TCO Group Holdings, L.P. Equity Incentive Plan (as from time to time amended and in effect, the "Plan") on November 4, 2024 (the "Grant Date"), and is entered into between TCO Group Holdings, L.P., a Delaware limited partnership (the "Partnership"), and the undersigned Participant (the "Participant"). All capitalized terms that are used but not defined in this Agreement (including Appendix A attached hereto) have the meanings ascribed to them in the Plan.

1. Grant. Subject to the terms and conditions set forth in this Agreement, the Plan and the LP Agreement, the Partnership hereby grants to the Participant on the Grant Date 650,000 Class B Units, each with a Hurdle Amount of \$5.67 (this "Award"). It is intended that this Award qualify as a "profits interest" for U.S. federal income tax purposes and this Agreement will be interpreted in accordance with that intent.

2. Vesting. For purposes of this Agreement, the Class B Units subject to this Award that are or become vested, in each case, in accordance with the provisions of this Agreement, are referred to as "Vested", and the Class B Units subject to this Award that have not become vested in accordance with the provisions of this Agreement are referred to as "Unvested". Class B Units subject to this Award shall vest under this Agreement in accordance with the terms of Schedule A attached hereto if, and only if, the Participant remains in Service on the applicable vesting date(s).

3. Cessation of Service; Forfeiture.

(a) In General. Subject to Section 3(b) below, if the Participant's Service ceases for any reason, (i) no additional portion of this Award will become Vested at or after the time of such cessation of Service, (ii) the portion of this Award that is then Unvested will be immediately and automatically forfeited for no consideration payable to the Participant and, (iii) except as provided in this Agreement, the Vested portion of this Award will remain outstanding and subject to the terms and conditions of the Plan, this Agreement and the LP Agreement, including the repurchase provisions set forth in Section 10.1 and Section 10.4 of the LP Agreement. Following the cessation of the Participant's Service for any reason, the Participant's retention of the Vested portion of this Award will in all cases be conditioned upon the Participant (or, if applicable, the Participant's estate or beneficiary) signing and returning to the Partnership (without revoking) a timely and effective general release of claims in a form provided by the Partnership by the deadline specified therein, which in all events shall become effective and irrevocable not later than the sixtieth (60th) calendar day following the date the Participant's Service ceases.

(b) Cause; Breach of Restrictive Covenants. Notwithstanding anything in Section 3(a) to the contrary, in the event that the Participant's Service is terminated for Cause (as defined in the Employment Agreement between Total Community Options, Inc., d/b/a InnovAge, and the Participant, dated as of October 31, 2024 (as it may be amended from time to time, the "Employment Agreement")) (or at a time when the Administrator determines the Partnership or any of its Affiliates could have terminated the Participant's Service for Cause), or the Participant breaches any Restrictive Covenant (as defined below), all Class B Units subject to this Award (whether Vested or Unvested) will be immediately forfeited for no consideration payable to the Participant.

4. Restrictive Covenants. The Participant acknowledges and agrees that the Participant will execute, no later than the date hereof, and shall be bound by, the restrictive covenants set forth in the Employment Agreement, in addition to any confidentiality, non-competition, nonsolicitation, no-hire, non-disparagement, invention assignment, cooperation or other similar obligations of the Participant to the Partnership or any of its Affiliates (such obligations, collectively, the "Restrictive

Covenants”), which Restrictive Covenants shall survive any termination, expiration, forfeiture, transfer or other disposition of this Award in accordance with its terms. In addition to any remedies that may be available to the Partnership or any of its Affiliates, the Administrator may cause this Award (whether or not Vested) to be forfeited and the proceeds from the any disposition and/or distributions or other amounts received in respect of this Award to be disgorged to the Partnership, with interest and related earnings, if at any time the Participant is not in compliance with all of the provisions of the Restrictive Covenants.

5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Partnership and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7. No Rights to Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee or other service provider of the Partnership or any of its Affiliates.

8. Taxes.

(a) Election under Section 83(b). The Participant shall execute and deliver to the Company with a copy of the Election Pursuant to Section 83(b) of the Code, substantially in the form attached hereto as Exhibit A. The Election Pursuant to Section 83(b) of the Code shall be filed by the Participant with the appropriate Internal Revenue Service office not later than thirty (30) days after the Grant Date. The Participant should consult the Participant’s tax advisor to determine if there is a comparable election to file in the state of the Participant’s residence and whether such filing is desirable under the circumstances. The Participant acknowledges that it is the sole responsibility of the Participant, and not the Partnership (or its Affiliates or Partnership Representative), to file the election under Section 83(b) of the Code even if the Participant requests that the Partnership (or its Affiliates or Partnership Representative) assist the Participant in making such filing.

(b) Withholding. The Administrator will make such provision for the withholding of taxes and other legally required withholdings as it deems necessary under applicable law or as required under the LP Agreement. Except to the extent the Administrator permits the Participant to pay by other means, the Participant shall remit cash in an amount sufficient to satisfy any such taxes or withholdings at such time as is directed by the Partnership. By signing this Agreement, the Participant authorizes the Partnership and its Affiliates to withhold any taxes and other legally required withholdings that it determines are required from any other compensation paid or payable to the Participant by the Partnership or any of its Affiliates. Any amounts withheld by the Partnership or any of its Affiliates will be treated as if they were directly paid to the Participant.

9. Consultation with Counsel. The Participant hereby acknowledges and represents that the Participant has had the opportunity to consult with independent legal counsel regarding the Participant’s rights and obligations under this Agreement and that the Participant fully understands the terms and conditions contained herein.

10. Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath their or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 10.

11. Unit Certificate Restrictive Legends. Certificated Class B Units evidencing this Award, to the extent such certificates are issued, may bear such restrictive legends as the Partnership and/or the Partnership's counsel may deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following legends:

"THE UNITS OR OTHER INTERESTS REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON NOVEMBER 4, 2024, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE TRANSFER OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN THE COMPANY'S SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, DATED AS OF MARCH 3, 2021 AS IT MAY BE AMENDED FROM TIME TO TIME, GOVERNING THE ISSUER (THE "COMPANY") AND BY AND AMONG THE MEMBERS. A COPY OF SUCH AGREEMENT SHALL BE FURNISHED BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE."

12. Entire Agreement; Amendment. This Agreement, the Plan and the LP Agreement constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements and understandings, relating to the subject matter of this Agreement. This Agreement may be amended in accordance with the Plan.

13. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Delaware, without regard to otherwise governing principles of conflicts of laws. In the event of any alleged breach or threatened breach of this Agreement, the parties hereby consent and submit to the jurisdiction of the federal and state courts in and of the State of Delaware and to service of legal process in the State of Delaware.

14. Power of Attorney. The Participant hereby irrevocably constitutes and appoints each of the Partnership and any of its officers with full power of substitution, acting jointly or severally, as its attorney-in-fact and agent to sign, execute and deliver, in its name and on its behalf, all or any such agreement, deeds, instruments, documents and/or any counterpart thereof or certificates or to take any such action as it deems necessary from time to time or as is required under any applicable law to admit the Participant as a member of the Partnership or to conduct the affairs of the Partnership, including (without limitation) the power and authority to sign, execute and deliver (or attach signature pages to) (i) the LP Agreement; (ii) any amendment to the LP Agreement adopted in accordance with its terms; and (iii) all documentation associated with the repurchase of any Class B Units pursuant to Section 10 of the LP Agreement. This power of attorney is given to secure the obligations of the Participant hereunder and deemed coupled with an interest of the Partnership and is irrevocable. The Participant shall, as a condition to the issuance of this Award hereunder, execute and deliver to the Partnership a signature page to the LP Agreement, agreeing to be bound by the terms thereof as a "Management Investor" thereunder with respect to the Class B Units subject to this Award.

15. Certain Distributions. The provisions set forth in this Section 15 are intended to support the treatment of the Class B Units issued pursuant to this Agreement as "profits interests" within the meaning of Revenue Procedures 93-27 and 2001-43; for the avoidance of doubt, the provisions set forth in this Section 15 are in limitation of the distribution provisions of the LP Agreement and nothing herein shall expand the right to, or increase the amount of, any distributions to be made to the Class B Units. Notwithstanding anything to the contrary, the Class B Units issued pursuant to this Agreement shall represent an interest in future appreciation of the Partnership, and the Administrator shall have the unilateral ability to make necessary adjustments to such Class B Units

and/or to limit distributions made in respect of such Class B Units to support the treatment of the Class B Units issued pursuant to this Agreement as “profits interests” within the meaning of Revenue Procedures 93-27 and 200143.

16. Further Representations and Acknowledgements of the Participant.

(a) The Participant hereby represents that the Participant has read the Plan and the LP Agreement and is familiar with their respective terms. The Participant hereby acknowledges that the Participant has carefully read this Agreement and agrees, on behalf of the Participant and on behalf of the Participant’s beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein and that the Class B Units subject to this Award are subject to all of the terms and provisions of this Agreement, the Plan and the LP Agreement.

(b) The Participant acknowledges that nothing in this Agreement (including exhibits hereto) alters the nature of Service with Partnership or any Affiliate of the Partnership, except that from and after the date hereof, the Participant shall be treated as a partner in the Partnership for U.S. federal income tax purposes. The Participant acknowledges having been afforded a reasonable opportunity to consult with financial or legal advisors regarding the consequences of Participant’s acceptance of the grant on the terms and conditions set forth in this Agreement.

(c) The Participant hereby represents and warrants to the Partnership that the Participant either (i) is not a married individual or (ii) has caused the Participant's spouse to execute and deliver to the Partnership the Spousal Consent in the form of Exhibit B hereto. If the spouse of the Participant fails to execute the Spousal Consent, such Participant's Class B Units shall be subject to forfeiture without consideration upon written notice from the Partnership.

17. Counterparts. This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or electronic means (including "pdf"), and each of which will be deemed to be an original, but all of which together will be deemed to be one and the same instrument.

[The remainder of this page is intentionally left blank.]

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

TCO Group Holdings, L.P.

By TCO Group Holdings, GP, LLC, its General Partner

/s/ Andrew Cavanna

Andrew Cavanna

Participant

/s/ Michael Scarbrough

Michael Scarbrough

Address: [***]__

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[Signature Page to Class B Unit Award Agreement]

SCHEDULE A
VESTING SCHEDULE

The Class B Units shall become Vested in accordance with the vesting schedule set forth on this Schedule A. All capitalized terms used in this Schedule A, unless separately defined herein, have the meanings set forth in the award agreement to which this Schedule A is attached or, if not defined in such award agreement, in the Plan.

A. Time-Based Units. Up to fifty percent (50%) of the Class B Units subject to this Award (the “Time-Based Units”) shall be eligible to vest over a period of four years from November 4, 2024 (the “Vesting Commencement Date”) as follows, in each case, provided that the Participant remains in continuous Service through the applicable vesting date and, in each case, rounded down to the nearest whole Class B Unit, with any fractional Class B Units carried over to the next vesting date:

Percentage of Time-Based Units	Cumulative Percentage of Time-Based Units	Time Vesting Schedule
25%	25%	One-year anniversary of the Vesting Commencement Date
25%	50%	Two-year anniversary of the Vesting Commencement Date
25%	75%	Three-year anniversary of the Vesting Commencement Date
25%	100%	Four-year anniversary of the Vesting Commencement Date

Notwithstanding the foregoing, in the event that the Participant’s Service is terminated without Cause or due to the Participant’s death or disability, or if the Participant resigns for Good Reason (as defined in the Employment Agreement) (in each case pursuant to the terms of the Employment Agreement) prior to the one-year anniversary of the Vesting Commencement Date (the date of such termination, the “Year 1 Termination Date”), the percentage of the Time-Based Units that shall vest will be equal to the result of (I) (A) the number of calendar days between the Vesting Commencement Date and the Year 1 Termination Date divided by (B) 365 multiplied by (II) 25%, rounded down to the nearest whole Class B Unit.

In the event of a Change of Control, all Time-Based Units that are then outstanding and Unvested shall automatically become Vested upon the consummation of such Change of Control, subject to the Participant’s continued Service through such Change of Control. If a Time-Based Unit would not be entitled to receive any distributions at the time of a Change of Control if all the assets of the Partnership were then sold at Fair Market Value and then the proceeds were distributed in a complete liquidation of the Partnership in accordance with Section 4.1 of the LP Agreement and the provisions of this Agreement, such Time-Based Unit will be immediately and automatically canceled

and terminated upon the consummation of the Change of Control, without payment of any consideration and without any action on the part of the Participant.

For the avoidance of doubt, in no event will more than 100% of the Time-Based Units (representing 50% of the Class B Units subject to this Award) vest pursuant to this Section A.

B. Performance-Based Units. Up to fifty percent (50%) of the Class B Units subject to this Award (the “Performance-Based Units”) shall be eligible to vest upon the consummation of a Change of Control (or, if the Administrator determines to treat an Initial Public Offering as a Wind-Up Date, upon the consummation of an Initial Public Offering) as follows, in each case, provided that the Participant remains in continuous Service through the applicable date of the consummation of such Change of Control or Initial Public Offering, if applicable, and, in each case, rounded down to the nearest whole Class B Unit; *provided, however*, that if the Participant’s Service is terminated without Cause or due to the Participant’s death or disability, or if the Participant resigns for Good Reason (in each case pursuant to the terms of the Employment Agreement) within the one hundred and twenty (120)-day period preceding the execution of a definitive agreement that ultimately results in a Change of Control, the Performance-Based Units will remain eligible to vest upon such Change of Control:

- i. Thirty-three percent (33%) of the Performance-Based Units shall vest if the Apax Investor achieves a MOIC equal to two times (2.0x);
- ii. One hundred percent (100%) of the Performance-Based Units shall vest if the Apax Investor achieves a MOIC equal to at least two and one-half times (2.5x).
- iii. In the event that (I) the Apax Investor achieves a MOIC of at least two times (2.0x) and (II) the Apax Investor’s MOIC is less than two and one-half times (2.5x), the percentage of the Performance-Based Units that become Vested shall be equal to the number of Performance-Based Units that would become Vested based on straight-line interpolation between a MOIC of two times (2.0x) and two and one-half times (2.5x) based on Section B(i) and (B)(ii). For the avoidance of doubt, none of the Performance-Based Units shall vest if the Apax Investor achieves a MOIC less than (2.0x) as of the consummation of a Change of Control or Initial Public Offering that is treated as a Wind-Up Date.

iv. Performance-Based Units will vest upon the consummation of a Change of Control only to the extent the performance targets set forth in this Section B are achieved in connection with such Change of Control. If any Performance-Based Unit would not be entitled to receive any distributions at the time of a Change of Control if all the assets of the Partnership were then sold at Fair Market Value and then the proceeds were distributed in a complete liquidation of the Partnership in accordance with Section 4.1 of the LP Agreement and the provisions of this Agreement, such Performance-Based Unit will be immediately and automatically canceled and terminated upon the consummation of the Change of Control, without payment of any consideration and without any action on the part of the Participant.

v. If the Administrator does not elect to treat an Initial Public Offering as a Wind-Up Date, then any Performance-Based Units that are unvested as of the consummation of the Initial Public Offering will continue to performance vest following the Initial Public Offering in accordance with this Section B; *provided*, that, the Administrator may convert the performance targets set forth in this Section B into a stock price equivalent of such performance targets (as converted in the Administrator’s discretion) and establish such measuring dates as it shall determine in its discretion.

vi. Any Performance-Based Units that do not become Vested upon a Change of Control or Initial Public Offering that is treated as a Wind-Up Date shall be forfeited for no consideration payable to the Participant upon the consummation such Change of Control or Initial Public Offering.

For the avoidance of doubt, in no event will more than 100% of the Performance-Based Units (representing 50% of the Class B Units subject to this Award) vest pursuant to this Section B.

C. Wind-Up. All Class B Units subject to this Award that have not fully Vested in accordance with Schedule A and each Class B Unit subject to this Award (whether or not Vested) that would not be entitled to receive any distributions as of the Wind-Up Date if all the assets of the Partnership were then sold at Fair Market Value and then the proceeds were distributed in a complete liquidation of the Partnership in accordance with Section 4.1 of the LP Agreement and the provisions of this Agreement, will be immediately and automatically canceled and terminated on the Wind-Up Date, without payment of any consideration and without any action on the part of the Participant.

EXHIBIT A

ELECTION TO INCLUDE IN GROSS INCOME
IN YEAR OF TRANSFER OF PROPERTY
PURSUANT TO SECTION 83(B) OF
THE INTERNAL REVENUE CODE

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in gross income as compensation for services the excess (if any) of the fair market value of the property described below over the amount paid for such property.

1. The name, taxpayer identification number, address of the undersigned, and the taxable year for which this election is being made are:

Name: ___
Address: _____
Social Security Number: _____
Taxable Year: 2024

2. The property with respect to which this election is being consists of 650,000 unvested Class B Units (the "Units"), each of which represents an interest in the profits of TCO Group Holdings, L.P., a Delaware limited partnership (the "Partnership").

3. The date on which the Units were transferred to the undersigned was November 4, 2024.

4. The Award is subject to the following restrictions: In general, fifty percent (50%) of the Units are subject to time-based vesting ("Time-Based Units"), with 25% of such Time-Based Units becoming vested on the first, second, third and fourth anniversaries of the date set forth in the Unit award agreement, subject to taxpayer's continued service through such dates; and fifty percent (50%) of the Units are subject to performance-based vesting (the "Performance-Based Units"), with such Performance-Based Units vesting upon achievement of certain investment returns to certain Partnership investors, in each case, subject to taxpayer's continued service through such vesting date(s). Upon cessation of the taxpayer's service, all Units, to the extent not vested, will be forfeited.

5. The fair market value of the Award at the time of transfer (determined without regard to any restrictions other than those which by their terms will never lapse) is \$0.

6. The amount paid for the Award by the undersigned was \$0.

7. The amount to include in gross income is \$0.

The undersigned will file this election with the Internal Revenue Service office with which the taxpayer files his or her annual income tax return not later than 30 days after the date of the transfer of the property. A copy of the election will also be furnished to the Partnership. The undersigned is the person performing the services in connection with which the property was transferred.

Taxpayer: ___

Dated: ___

EXHIBIT B

SPOUSAL CONSENT

The undersigned represents that the undersigned is the spouse of:

Michael Scarbrough (the "Participant")

and that the undersigned is familiar with the terms of the Award Agreement (the "Agreement") executed by the Participant dated as of November 4, 2024, as well as the Plan and the LP Agreement referred to therein. The undersigned is aware that the Agreement, the Plan and LP Agreement provide, among other things, certain restrictions on transfer, certain forced sale and certain buyback rights relating to Participant's Class B Units. The undersigned hereby agrees that the interest of the undersigned's spouse in all property which is the subject of the Agreement shall be irrevocably bound by the terms of the Agreement and by any amendment, modification, waiver or termination signed by the undersigned's spouse. The undersigned further agrees that the undersigned's community property interest in all property which is the subject of the Agreement shall be irrevocably bound by the terms of the Agreement, and that the Agreement shall be binding on the executors, administrators, heirs and assigns of the undersigned. The undersigned further authorizes the undersigned's spouse to amend, modify or terminate the Agreement, or waive any rights thereunder, and that each such amendment, modification, waiver or termination signed by the undersigned's spouse shall be binding on the community property interest of undersigned in all property which is the subject of such Agreement and on the executors, administrators, heirs and assigns of the undersigned, each as fully as if the undersigned had signed such amendment, modification, waiver or termination.

Executed as of the day of October, 2024.

NAME: Christina Scarbrough

APPENDIX A

DEFINITIONS

“**Affiliate**” when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, such other Person.

“**Apax Investor**” means Ignite Aggregator LP (together with its permitted transferees (as set forth in the LP Agreement)).

“**Change of Control**” mean (a) the sale of all or substantially all of the assets of the Partnership and its subsidiaries (as set forth in the LP Agreement) on a consolidated basis to a Person, or group of Persons acting in concert, who are Independent Third Parties, (b) a merger, reorganization, consolidation or other similar corporate transaction in which the outstanding voting securities (as set forth in the LP Agreement) of the Partnership are exchanged for securities of the successor entity and, immediately after such transaction, a Person or group of Persons acting in concert, who are Independent Third Parties, beneficially own a majority of the outstanding voting securities, and rights to the majority of the residual economic interests in the common equity, of the successor entity (or a parent entity thereof), or (c) the acquisition (whether by sale, merger or otherwise) of a majority of the outstanding voting securities, and rights to the majority of the residual economic interests in the common equity, of the Partnership by a Person, or group of Persons acting in concert, who are Independent Third Parties. For the sake of clarity, in no event will a transaction be a Change of Control if either Sponsor Investor or its Affiliates continue to control or jointly control the Partnership or its subsidiaries.

“**Equity Securities**” means, as applicable, (i) any capital stock, partnership or membership interests or other share capital, (ii) any securities directly or indirectly convertible into or exchangeable or exercisable for any capital stock, partnership or membership interests or other share capital or containing any profit participation features, (iii) any rights or options directly or indirectly to subscribe for or to purchase any capital stock, partnership or membership interests, other share capital or securities containing any profit participation features or to subscribe for or to purchase any securities directly or indirectly convertible into or exchangeable or exercisable for any capital stock, partnership or membership interests, other share capital or securities containing any profit participation features, (iv) any share appreciation rights, phantom share rights or other similar rights, or (v) any Equity Securities issued or issuable with respect to any of the securities referred to in clauses (i) through (iv) above in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization.

“**Independent Third Party**” means any Person that, as of the time of determination, is not an Affiliate of the Apax Investor or the WCAS Investor.

“**Initial Public Offering**” means the initial Public Offering of Equity Securities of the Partnership or any of its subsidiaries (as set forth in the LP Agreement) (or, in each case, any corporate successor thereof), pursuant to an effective registration statement under the Securities Act of 1933, as amended, and applicable rules and regulations thereunder (the “**Securities Act**”), if immediately thereafter the Equity Securities of the Partnership or its applicable subsidiary (or, in each case, any successor thereof) are or become listed on a national securities exchange or authorized to be quoted on an inter-dealer quotation system of a registered national securities association; provided that an Initial Public Offering shall not include any issuance of Equity Securities registered on Form S-4 or Form S-8 (or

any successor form adopted by the United States Securities and Exchange Commission (the “SEC”) in any merger, acquisition or other business combination or to existing security holders or Service Providers of the Partnership or its subsidiaries, respectively.

“Partnership Representative” means TCO Group Holdings GP, LLC and any successor to such Person, or its designee, shall be the “partnership representative” (within the meaning of Code Section 6223(a)) of the Partnership.

“Person” means an individual, a partnership (including a limited partnership), a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or any foreign, United States federal, state, county provincial or local governmental or any subdivision, department, instrumentality, authority, regulatory commission, board, bureau, agency, court, tribunal, arbitral (public or private), judicial, executive or regulatory or administrative body.

“Public Offering” means the sale of Units (as defined in the LP Agreement) or other Equity Securities of the Partnership or any of its subsidiaries (as set forth in the LP Agreement) (or, in each case, any corporate successor thereof) to the public, pursuant to an effective registration statement filed under the Securities Act in connection with an underwritten offering; provided that the following shall not be considered a Public Offering: (i) any issuance of Equity Securities registered on Form S-4 or Form S-8 (or any successor form adopted by the SEC) in any merger, acquisition or other business combination and (ii) any issuance of Equity Securities or rights to acquire Equity Securities to any Service Provider as part of an incentive or compensation plan.

“Service Provider” means any director, officer, observer, employee, manager, consultant or independent contractor providing services to or for the benefit of the Partnership or any of its subsidiaries (as set forth in the LP Agreement). With respect to any particular Service Provider, as used herein, “Service Provider” shall also include any Person or permitted transferee (as set forth in the LP Agreement) to whom or which the Service Provider has elected Units or other Equity Securities of the Partnership be issued in lieu of such Service Provider directly receiving such Units or other Equity Securities (whether or not such Service Provider holds any Units or other Equity Securities of the Partnership).

“Sponsor Investor” means each of the Apax Investor and the WCAS Investor (together with each of their permitted transferees (as set forth in the LP Agreement)).

“WCAS Investor” means, collectively, Welsh, Carson, Anderson & Stowe XII, L.P., Welsh, Carson, Anderson & Stowe XII Delaware, L.P., Welsh, Carson, Anderson & Stowe XII Delaware II, L.P., Welsh, Carson, Anderson & Stowe XII Cayman, L.P., WCAS XII Co-Investors LLC, WCAS Management Corporation and WCAS Co-Invest Holdco, L.P. (together with each of their permitted transferees, as set forth in the LP Agreement).

TRANSITION AND SEPARATION AGREEMENT

Total Community Options, Inc., d/b/a InnovAge, a Colorado corporation (the “Company”) and Patrick Blair (the “Executive” and, together with the Company, the “Parties”) enter into this AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) dated as of October 31, 2024, effective as of November 4, 2024 (the “Effective Date”).

WITNESSETH

WHEREAS, Employee and the Company are party to that certain Employment Agreement, dated as of March 20, 2023 (the “Employment Agreement”); and

WHEREAS, Employee shall cease to serve as the Company’s Chief Operating Officer (“COO”) and any and all other director or officer roles with the Company on November 4, 2024;

WHEREAS, the Parties desire for Employee to continue to be employed by the Company pursuant to the terms of this Agreement during the Transition Period (as defined below) through the Separation Date (as defined below); and

WHEREAS, the Parties wish to resolve all matters that Employee may have related to Employee’s employment, transition, and the termination of Employee’s employment.

NOW, THEREFORE, in consideration of the promises and the releases, representations, covenants and obligations herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Transition Period. Effective as of the Transition Date, the Company and Employee hereby acknowledge and agree that Employee shall cease to serve as the Company’s Chief Operating Officer, and in addition, subject to this Section 1, Employee shall automatically be deemed to have resigned from all of Employee’s positions with the Company and as a director, manager, officer, or any other position with, the Company or any of its subsidiaries or affiliates, and Employee hereby agrees to promptly execute such additional documentation as the Company may request to effectuate the foregoing. During the period commencing on the Transition Date and ending on the Separation Date (as defined below) (the “Transition Period”), Employee shall serve as a Senior Advisor to the Company, reporting directly to the Chief Executive Officer of the Company (the “CEO”), and shall perform such transitional services as may be requested by the CEO, the Company’s incoming Chief Operating Officer and/or the Board of Directors of the Company (the “Board”), including, but not limited to, the service set forth on Exhibit A attached hereto (collectively, the “Transition Services”). During the Transition Period, Employee shall (x) perform the Transition Services to the Company and its subsidiaries and affiliates to the best of Employee’s abilities in a diligent, trustworthy, professional and efficient manner, and shall comply with the Company’s and its subsidiaries’ and affiliates’ applicable policies and procedures in all material respects, and (y) have no authority (and shall not in any manner hold himself or herself out as having any authority or otherwise take any action) to bind the Company or any of its subsidiaries or affiliates to any contract, commitment, or undertaking without the express prior written consent of the CEO and/or the Board. During the Transition Period, subject to Employee’s compliance with the terms and conditions of this Agreement, Employee shall continue to (i) receive Employee’s base salary at the rate in effect as of the date hereof in accordance with Section 4(a) of the Employment Agreement, (ii) be reimbursed for all reasonable and necessary business expenses incurred in connection with the performance of Employee’s duties under this Agreement, in accordance with the Company’s applicable

expense reimbursement policies in accordance with Section 5(b) of the Employment Agreement; and (iii) continue to be eligible to participate in the Company's employee benefit plans or programs on the same basis as other similarly situated employees of the Company in accordance with Section 5(a) of the Employment Agreement, to the extent permitted under the terms of such plans and programs and under applicable law. For the avoidance of doubt, Employee shall not be eligible to receive an annual bonus in respect of the Company's fiscal year 2025 in accordance with Section 4(b) of the Employment Agreement.

2. **Separation from Service.** The Company and Employee hereby acknowledge and agree that Employee's employment with the Company shall terminate on December 31, 2024 (such date, or earlier date, if Employee's employment is terminated by Employee for any reason or by the Company for Cause (as such term is defined in the Employment Agreement), the "Separation Date"). Effective as of the Separation Date, Employee shall automatically be deemed to have resigned from Employee's position with the Company as a Senior Advisor, and Employee hereby agrees to promptly execute such additional documentation as the Company may request to effectuate the foregoing. The Separation Date shall be the termination date of Employee's employment for purposes of active participation in and coverage under all benefit plans and programs sponsored by or through the Company or any of its subsidiaries or affiliates.

3. **Accrued Benefits.** Regardless of whether Employee executes this Agreement, Employee will receive the following, payable within thirty (30) days following the Separation Date (or such earlier date as required by applicable law) (i) any base salary earned but not paid through the Separation Date; and (ii) any business expenses incurred by Employee but unreimbursed as of the Separation Date; provided, that such expenses and required substantiation and documentation are submitted no later than one-hundred twenty (120) days following the Separation Date, that such expenses are reimbursable under Company policy; and (iv) all other payments or benefits (which, for the avoidance of doubt, shall not include any severance payments or benefits) required to be paid to Employee pursuant to any employee benefit plans or programs sponsored by or through the Company or any of its affiliates or subsidiaries or by applicable law accrued.

4. **COBRA.** Employee will receive, under separate cover, information regarding Employee's rights under the Consolidated Omnibus Budget Reconciliation Act and, if applicable, any state continuation coverage laws (collectively, "COBRA"). Employee acknowledges that Employee should review the COBRA notice and election forms carefully to understand Employee's rights and obligations to make timely elections, provide timely notification and make timely premium payments.

5. **Separation Benefits.** In consideration for Employee's promises and releases contained herein and in the General Release attached hereto as Exhibit B (the "Release"), the provisions of which are hereby fully incorporated herein by reference, and subject to Employee's (x) continued employment with the Company through the Separation Date in accordance with Section 1 hereof, (y) timely execution, re-execution and non-revocation of the Release in accordance with Sections 13(a) and 13(b) hereof, as applicable, and (z) continued compliance with the terms of this Agreement, including, without limitation, the Restrictive Covenants (as defined below) (collectively, the "Separation Conditions"), Employee shall receive the following separation benefits (collectively, the "Separation Benefits"):

(a) A cash payment equal to \$100,000, payable in a lump sum in accordance with the Company's regularly scheduled payroll practices within sixty (60) days following the Re-Execution Effective Date; and

(b) Subject to Employee's timely election of continuation coverage under the Company's health care plan pursuant to COBRA (as defined below), and the eligibility requirements and other terms and conditions of such coverage, continued payment on Employee's behalf of Employee's COBRA premiums for a period of six (6) months following the Separation Date, unless Employee becomes employed by another company (and Employee agrees to promptly notify the Company in writing upon commencement of any such employment), and in such instance, future payment for the health insurance premiums will cease (the "COBRA Subsidy"); provided, that notwithstanding the foregoing, in the event the COBRA Subsidy would, in the determination of the Board or its delegate, subject Employee, the Company or any of its affiliates or subsidiaries to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), the COBRA Subsidy shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any such adverse consequences under the ACA or Section 105(h).

6. Incentive Equity.

(a) Employee and the Company are party to the following equity award agreements under the InnovAge Holding Corp. 2021 Omnibus Incentive Plan, as it may be amended from time to time (the "Plan") (collectively, the "Award Agreements"): (i) that certain Restricted Stock Unit Notice and Agreement, dated April 17, 2023, pursuant to which Employee was granted 82,143 time-based restricted stock units ("RSUs"); (ii) that certain Restricted Stock Unit Notice and Agreement, dated June 6, 2023, pursuant to which Employee was granted 52,152 time-based RSUs; and (iii) that certain Restricted Stock Unit Notice and Agreement, dated as of June 4, 2024, pursuant to which Employee was granted 86,581 time-based RSUs (the "June 2024 RSU Award Agreement").

(b) The Company and Employee hereby acknowledge and agree that, notwithstanding anything to the contrary set forth in the Plan or the June 2024 RSU Award Agreement, subject to Employee's satisfaction of the Separation Conditions, effective as of the Re-Execution Effective Date, 28,860 of the RSUs granted pursuant to the June 2024 RSU Award Agreement will remain outstanding and will fully vest on June 4, 2025, and the remaining 57,721 RSUs granted pursuant to the June 2024 RSU Award Agreement will be automatically and immediately forfeited as of the Separation Date. For the avoidance of doubt, (i) excluding the RSUs granted pursuant to the June 2024 RSU Award Agreement, the outstanding equity awards held by Employee pursuant to the Award Agreements as of the Separation Date shall be treated in accordance with the applicable Award Agreement, and (ii) Employee hereby acknowledges and agrees that Employee has no further rights, payments or benefits under the Plan, the Award Agreements or any other equity-based compensation plans or agreements with the Company or any of its affiliates or subsidiaries.

7. Satisfaction of All Leaves and Payment Amounts; Prior Rights and Obligations. Employee hereby acknowledges and agrees that (a) the acceptance of the Separation Benefits and attendant obligations as described in this Agreement is in consideration of Employee's promises and undertakings as set forth in this Agreement and the Release, and (b) if (x) the Company discovers grounds constituting Cause existed before Employee's termination of employment, or (y) Employee violates any of the Separation Conditions or any of the requirements and prohibitions set forth in this Agreement (including, for the avoidance of doubt, any of the Restrictive Covenants), in each case, Employee's right to receive the Separation Benefits will immediately and automatically cease and become null and void, and any previously paid Separation Benefits shall be required to be repaid to the Company by Employee within thirty (30) days following the date the Company discovers such grounds constitution Cause or the

date of such breach, as applicable. Employee hereby acknowledges and agrees that after the Separation Date, Employee is entitled to no other compensation or benefits from the Company, and that Employee shall not be entitled to receive any other payment, benefit, or other form of compensation as a result of Employee's employment or the cessation thereof, including, but not limited to, wages, deferred compensation, sick time, personal time, vacation, bonuses, expenses, equity interests, severance payments or benefits or payments in lieu of notice pursuant to the Employment Agreement unless otherwise set forth in this Agreement. Employee further acknowledges and agrees that, as of the Separation Date, the Company has satisfied all of their obligations to Employee, including, without limitation, pursuant to the Employment Agreement, other than any executory obligations of the Company as provided herein. For the avoidance of doubt, Employee and the Company hereby acknowledge and agree that Employee shall not be eligible to receive any of the severance payments or benefits contemplated in Sections 6(d) or 6(e) of the Employment Agreement.

8. Continuing Obligations.

(a) Employee hereby acknowledges and agrees that, as a material inducement for the Company to enter into this Agreement, Employee hereby expressly affirms, acknowledges and agrees to abide by (i) those certain obligations contained in Section 9 of this Agreement, and (ii) any other restrictive covenants to which Employee is subject to or otherwise bound (collectively, the "Restrictive Covenants"), the provisions of which are hereby fully incorporated herein by reference. Employee acknowledges that Employee has read and understands the terms of the Restrictive Covenants, including, specifically, the scope and duration thereof. Employee acknowledges and agrees that the Restrictive Covenants shall survive the Separation Date and shall remain in full force and effect.

(b) Employee agrees that, both during the Transition Period and at all times after the Separation Date, to the extent permitted by law, Employee shall cooperate fully with the Company in: (i) any internal investigation; (ii) any investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator; or (iii) any other administrative, regulatory, or judicial inquiry, investigation, proceeding or arbitration. Employee's full cooperation hereunder shall include, but shall not be limited to, (A) making herself available to the Company upon reasonable notice for interviews and factual investigations; (B) appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process; (C) volunteering to the Company pertinent information; and (D) turning over all relevant documents which are in or may come into Employee's possession. The term "cooperation" does not mean that Employee must provide information that is favorable to the Company, it means only that Employee will provide truthful information within Employee's knowledge and possession upon request of the Company. The Company will reimburse Employee for all reasonable and documented business expenses that Employee incurs at the Company's request to comply with this Section 8(b). Employee further agrees that, to the extent permitted by law, Employee will notify the Company promptly in the event that Employee is served with a subpoena (other than a subpoena issued by a government agency), or in the event that Employee is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company.

(c) The Company hereby acknowledges and agrees that the Company remains bound by the Company's obligation to indemnify Employee and Employee's heirs and representatives pursuant to Section 15 of the Employment Agreement, the provisions of which are hereby fully incorporated herein

by reference, and such obligation remains in full force and effect in accordance with all of the terms and conditions thereof.

9. Restrictive Covenants.

(a) Confidential Information.

(i) Employee acknowledges that the Company and its affiliates continually develop Confidential Information (as defined below), that Employee will develop Confidential Information for the Company or its affiliates and that Employee learned of Confidential Information during the course of Employee's employment. Employee agrees that all Confidential Information which Employee creates or to which she has access as a result of Employee's employment or other associations with the Company or any of its affiliates since the effective date of the Employment Agreement is and shall remain the sole and exclusive property of the Company or its affiliate, as applicable. Employee shall comply with the policies and procedures of the Company and its affiliates for protecting Confidential Information and shall never disclose to any Person (as defined below), except as required by applicable law or for the proper performance of Employee's duties and responsibilities to the Company and its affiliates), or use for Employee's own benefit or gain or the benefit or gain of any other Person, any Confidential Information obtained by Employee incident to Employee's employment or any other association with the Company or any of its affiliates. Employee understands that this restriction shall continue to apply after Employee's employment terminates, regardless of the reason for such termination. Further, Employee agrees to furnish prompt notice to the Company, to the extent permitted by applicable law, of any required disclosure of Confidential Information sought pursuant to subpoena, court order or any other legal process or requirement, and agrees to provide the Company a reasonable opportunity to seek protection of the Confidential Information prior to any such disclosure. The confidentiality obligation under this Section 9(a) shall not apply to information that has become generally known through no wrongful act on the part of Employee or any other Person having an obligation of confidentiality to the Company or any of its affiliates. For the avoidance of doubt, Employee acknowledges that nothing contained herein limits, restricts or in any other way affects Employee's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity. For purposes of this Agreement, "Confidential Information" means any and all information of the Company and its affiliates that is not generally available to the public, and any and all information, which, if disclosed by the Company or any of its affiliates, would assist in competition against any of them, and includes, without limitation, such information relating to (A) the development, research, testing, manufacturing, marketing and financial activities of the Company and its Affiliates, (B) the Services (as defined below), (C) the costs, sources of supply, financial performance and strategic plans of the Company and its affiliates, (D) the identity and special needs of the patients of the Company and its affiliates and (E) the people and organizations with whom the Company and its affiliates have business relationships and the nature and substance of those relationships, and also includes information that the Company or any of its affiliates has received, or may receive hereafter, belonging to others or that was received by the Company or any of its affiliates with any understanding, express or implied, that it would not be disclosed. For purposes of this Agreement, "Person" means a natural person, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or any of its affiliates. For purposes of this Agreement, "Services" means all services planned, researched, developed, tested, sold, licensed, leased or otherwise distributed or put into use by the Company or any of its affiliates, together with all products provided or otherwise planned by the Company or any of its affiliates, during Employee's employment.

(ii) All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or any of its affiliates and any copies or derivatives (including, without limitation, electronic), in whole or in part, thereof (the "Documents"), whether or not prepared by Employee, shall be the sole and exclusive property of the Company and its affiliates. Except as necessary for the proper performance of Employee's regular duties for the Company or as expressly authorized in writing in advance by the Company or its expressly authorized designee, Employee will not copy any Documents or remove any Documents or copies or derivatives thereof from the premises of the Company. Employee shall safeguard all Documents and shall surrender to the Company, at the time Employee's employment terminates, or at such earlier time or times as the Company or its designee may specify, all Documents and other property of the Company or any of its Affiliates and all documents, records and files of the customers and other Persons with whom the Company or any of its affiliates does business (collectively, "Third Party Documents" and each individually, a "Third Party Document") then in Employee's possession or control and not accessible by the Company; provided, however, that if a Document or Third-Party Document is on electronic media, Employee may, in lieu of surrendering the Document or Third-Party Document, provide a copy to the Company on electronic media and delete and overwrite all other electronic media copies thereof. Employee also agrees that, upon request of any duly authorized officer of the Company, Employee shall disclose all passwords and passcodes necessary or desirable to enable the Company or any of its affiliates or the Persons with whom the Company or any of its affiliates do business to obtain access to the Documents and Third-Party Documents.

(b) Assignment of Rights to Intellectual Property. Employee shall promptly and fully disclose all Intellectual Property (as defined below) to the Company. Employee hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) Employee's full right, title and interest in and to all Intellectual Property. Employee agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including, without limitation, the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. Employee will not charge the Company for time spent in complying with these obligations. All copyrightable works that Employee creates shall be considered "work made for hire" and shall, upon creation, be owned exclusively by the Company. For the avoidance of doubt, Employee's nondisclosure obligations hereunder shall not apply with respect to information resulting from Employee's general training, knowledge, skill or experience, whether gained on the job or otherwise, information that is readily ascertainable to the public, or information that Employee otherwise has a right to disclose as legally protected conduct. Additionally, any provision in this Agreement interpreted by an arbitrator or, if applicable, court of competent jurisdiction to be a "nondisclosure provision" as defined in and under the Colorado Protecting Opportunities and Workers' Rights Act, Colo. Rev. Stat. § 24-34-407(1)(a) (referred to herein as a "Non-Disclosure Provision"), shall apply equally to Employee and the Company and its affiliates. Nothing in this Section 9(b) or otherwise in this Agreement prohibits or restricts Employee from disclosing the underlying facts about alleged discriminatory or unfair employment practices of the Company or its affiliates to Employee's immediate family, religious advisor, medical or mental health provider, legal counsel, financial advisor or tax preparer, or as required by law. No Party that makes a material misrepresentation about the other Party may enforce any Non-Disclosure Provision (including under this Section 9(b)) against such other Party, but all remaining terms of this Agreement shall remain enforceable. Employee hereby acknowledges receipt of a separate addendum attached as Exhibit C to this Agreement regarding the Non-Disclosure Provision. For purposes of this Agreement, "Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade

secrets) conceived, made, created, developed or reduced to practice by Employee (whether alone or with others, whether or not during normal business hours or on or off Company premises) during Employee's employment and during the period of six (6) months immediately following termination of Employee's employment that relate either to the Services or to any prospective activity of the Company or any of its affiliates or that result from any work performed by Employee for the Company or any of its affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its affiliates.

(c) Restricted Activities. Employee hereby acknowledges and agrees that (1) Employee is an executive of the Company with continual access to the Company's "Trade Secrets," defined as the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers, or other information relating to the Company which is secret and of value, (2) Employee's services are of special, unique and extraordinary value to the Company, and Employee's performance of such services to a competing business may result in irreparable harm to the Company, (3) in the event of Employee's employment by a competitor, Employee would inevitably use or disclose Company Trade Secrets, (4) Employee has received specialized training from the Company, and (5) the restrictions on Employee's activities during and after employment with the Company as set forth in Sections 9(c)(i) and (ii) below are necessary to protect the Company's Trade Secrets and other legitimate protectable business interests of the Company and its affiliates.

(i) Non-Competition. While Employee is employed by the Company and during the one (1)-year period immediately following termination of Employee's employment with the Company for any reason (the "Restricted Period"), Employee shall not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, independent contractor, co-venturer or otherwise, whether with or without compensation, compete or assist another Person in competing with the Business (as defined below), or any portion of the Business, in the United States of America (the "Restricted Area") or undertake any planning for any business competitive with all or a portion of the Business in the Restricted Area to the extent any of the foregoing activities may result in the use, misappropriation, or disclosure of Trade Secrets. Specifically, but without limiting the foregoing, Employee agrees not to work for or provide services to, in any capacity, whether as an employee, independent contractor, consultant, agent, co-venturer, or otherwise, whether with or without compensation, any Person that is engaged in all or any portion of the Business, as conducted or in active planning to be conducted during Employee's employment with the Company or, with respect to the portion of the Restricted Period that follows the termination of Employee's employment, at the time Employee's employment terminates, in the Restricted Area to the extent any of the foregoing activities may result in the use, disclosure, or misappropriation of Trade Secrets. Notwithstanding the foregoing, nothing in this Agreement shall (A) prevent Employee from providing services to a consulting firm that provides services to any business that competes with the Business, (B) preclude Employee from owning up to two percent (2%) of the publicly traded securities of any business, or (C) prevent Employee from providing services to an entity that contains a business that competes with the Business; provided, that, Employee is not responsible for (and does not engage or participate in) the day-to-day management, oversight or supervision of such business; provided, further, that Employee does not have direct supervision over the individual or individuals who are so responsible for such day-to-day management, oversight or supervision. For purposes of this Agreement, "Business" means the business of delivery of services to the frail and elderly population through the operation of PACE Programs.

(ii) Non-Solicitation.

(A) Customer Non-Solicitation. During the Restricted Period, Employee will not, and will not assist any other Person to directly or indirectly, (A) solicit or encourage any customer of the Company or any of its Affiliates to terminate or diminish its relationship with them; or (B) seek to persuade any such customer or prospective customer of the Company or any of its Affiliates to conduct with anyone else any business or activity which such customer or prospective customer conducts or could conduct with the Company or any of its Affiliates; provided, however, that these restrictions shall apply only to the extent Employee's activities may result in the use, disclosure, or misappropriation of Trade Secrets. Notwithstanding anything in this Section to the contrary, Employee may solicit customers and prospective customers for purposes of providing or selling products or services that do not compete with the Business. For purposes of this Section, the term "customer" shall include without limitation any Company customer, client, supplier, vendor, partner, reseller, service provider, broker, agent or any other material business relation of the Company.

(B) Employee and Independent Contractor Non-Solicitation. During the Restricted Period, Employee will not, and will not assist any other Person to, (A) hire or solicit for hiring any employee of the Company or any of its Affiliates or seek to persuade any employee of the Company or any of its Affiliates to discontinue employment or (B) solicit or encourage any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish such independent contractor's relationship with them. For the purposes of this Agreement, an "employee" or an "independent contractor" of the Company or any of its Affiliates is any Person who was such at any time within the preceding two (2) years.

(d) Non-Disparagement. Employee hereby agrees that Employee will never disparage or criticize the Company, its affiliates, their business, their management or their products or services, and that Employee will not otherwise do or say anything that could disrupt the good morale of employees of the Company or any of its affiliates or harm the interests or reputation of the Company or any of its affiliates. The Company has directed the senior officers and directors of the Company and its affiliates not to make or cause to be made any statements that disparage or criticize Employee or Employee's reputation. Nothing in this Agreement shall prevent Employee from (i) disclosing or discussing discrimination (including harassment occurring between employees or between an employer and an employee) in the workplace, at work-related events coordinated by or through the Company or its affiliates, or off the employment premises, (ii) opposing, disclosing, reporting, or participating in an investigation of sexual harassment, or (iii) speaking with law enforcement, the Equal Employment Opportunity Commission, the state division of human rights, a local commission on human rights or an attorney retained by Employee.

(e) Enforcement of Covenants. Employee acknowledges that Employee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed upon Employee pursuant to this Section 9. Employee agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the

goodwill, Confidential Information and other legitimate interests of the Company and its affiliates; that each and every one of these restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints, individually or in the aggregate, will not prevent Employee from obtaining other suitable employment during the period in which Employee is bound by them. Employee further agrees that Employee will never assert, or permit to be asserted on Employee's behalf, in any forum, any position contrary to the foregoing. Employee further acknowledges that, were Employee to breach any of the covenants contained in this Section 9, the damage to the Company and its affiliates would be irreparable. Employee therefore agrees that the Company, in addition and not in the alternative to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by Employee of any of said covenants, without having to post bond. The Parties further agree that, in the event that any provision of this Section 9 shall be determined by any court of competent jurisdiction to be unenforceable, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Employee agrees that the Restricted Period shall be tolled, and shall not run, during any period of time in which Employee is in violation of the terms thereof, in order that the Company and its affiliates shall have all of the agreed-upon temporal protection recited herein. No breach of any provision of this Agreement by the Company, or any other claimed breach of contract or violation of law, or change in the nature or scope of Employee's employment relationship with the Company, shall operate to extinguish Employee's obligation to comply with this Section 9. Each of the Company's affiliates shall have the right to enforce all of Employee's obligations to that affiliate under this Section 9.

10. No Cooperation with Non-Governmental Third Parties. Employee agrees that, to the maximum extent permitted by law, Employee will not encourage or voluntarily assist or aid in any way any non-governmental attorneys or their clients or individuals acting on their own behalf in making or filing any lawsuits, complaints, or other proceedings against the Company or any other Released Parties (as defined in the Release), and represents that Employee has not previously engaged in any such conduct.

11. Company Property. Employee hereby acknowledges and agrees that Employee has returned, or will return within five (5) business days after the Separation Date, all Company property and non-public, confidential, proprietary and/or trade secret information in Employee's custody, possession or control, in any form whatsoever, including without limitation, equipment, telephones, smart phones, work-related passwords; PDAs, laptops, credit cards, keys, access cards, identification cards, security devices, network access devices, pagers, confidential or proprietary information, documents, manuals, reports, books, compilations, work product, e-mail messages, recordings, tapes, removable storage devices, hard drives, computers and computer discs, files and data, which Employee prepared or obtained during the course of Employee's employment with the Company. If Employee discovers any property of the Company or non-public, confidential, proprietary, and/or trade secret information in Employee's possession after the Separation Date, Employee shall promptly return such property to the Company or, at the instruction of the Company, destroy such property or information.

12. No Admission of Liability; No Prevailing Party. The Parties agree that this Agreement is not to be construed as an admission of any wrongdoing or liability on the part of the Parties under any statute or otherwise, but that on the contrary, any such wrongdoing or liability is expressly denied by the Parties. The Parties agree that neither this Agreement nor the negotiations in pursuance thereof shall be construed or interpreted to render the Parties a prevailing party for any reason, including, but not limited to, an award of attorney's fees, expenses, or costs under any statute or otherwise.

13. General Release.

(a) Employee hereby acknowledges and agrees that (i) Employee is hereby entering into this Agreement and the Release knowingly and voluntarily, (ii) the Company has advised Employee, and Employee is hereby advised in writing, that Employee should consult with an attorney prior to executing and re-executing this Agreement and the Release, as applicable, (iii) Employee has carefully read and fully understands all of the provisions of this Agreement and the Release, (iv) Employee is entering into this Agreement and the Release knowingly, freely and voluntarily in exchange for good and valuable consideration to which Employee would not be entitled in the absence of executing or re-executing, as applicable, and not revoking this Agreement and the Release, (v) Employee has been given at least twenty-one (21) days from receipt of this Agreement and the Release to consider the terms of this Agreement and the Release, and if Employee chooses to execute this Agreement and the Release before this twenty-one (21) day consideration period has elapsed, Employee does so knowingly and voluntarily, (vi) neither the Company nor any of its affiliates or subsidiaries has provided any tax or legal advice regarding this Agreement or the Release, and Employee has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Employee's own choosing such that Employee enters into this Agreement and the Release with full understanding of the tax and legal implications thereof, and (vii) Employee has been advised that Employee has the right to revoke Employee's execution of this Agreement and the Release for a period of seven (7) days after executing this Agreement and the Release, and if Employee wishes to revoke Employee's execution of this Agreement and the Release, Employee must do so in a writing, signed by Employee and received by the CEO, no later than the seventh (7th) day of such revocation period. This Agreement and the Release will be effective as of the eighth (8th) day following the date Employee executes this Agreement and the Release (such date, the "Effective Date"), assuming Employee has not delivered revocation pursuant to the foregoing. If Employee does not execute this Agreement and the Release, or if Employee revokes such execution, this Agreement and the Release shall be null and void and neither the Company nor Employee shall have any rights or obligations under it.

(b) The Company's obligations set forth in this Agreement, including, for the avoidance of doubt, the Separation Benefits, are strictly contingent upon Employee's re-execution and non-revocation of the Release within twenty-one (21) days following the Separation Date. Upon Employee's re-execution of the Release (the "Re-Execution Date"), Employee advances to the Re-Execution Date Employee's release of all Released Claims (as defined in the Release). Employee hereby acknowledges and agrees that Employee has been advised by the Company that Employee has the right to revoke Employee's re-execution of the Release for a period of seven (7) days after the Re-Execution Date, and if Employee wishes to revoke Employee's re-execution of the Release, Employee must do so in a writing, signed by Employee and received by the CEO, no later than the seventh (7th) day of such revocation period. If no such revocation occurs, the re-execution of the Release shall become effective on the eighth (8th) day following the Re-Execution Date (such date, the "Re-Execution Effective Date"). If Employee does not re-execute the Release, or if Employee revokes such re-execution, this Agreement and the Release shall be null and void and neither the Company nor Employee shall have any rights or obligations under it, including, for the avoidance of doubt, with respect to the Separation Benefits.

14. Permitted Disclosures. Notwithstanding anything to the contrary contained herein, no provision of this Agreement will be interpreted so as to impede Employee (or any other individual) from: (a) making any disclosure of relevant and necessary information or documents in any action, investigation or proceeding relating to this Agreement, or as required by applicable law or legal process, including with respect to possible violations of applicable law; (b) participating, cooperating or testifying in any action, investigation or proceeding with, or providing information to, any governmental agency, legislative body or any self-regulatory organization, including, but not limited to, the Department of Justice, the U.S. Securities and Exchange Commission ("SEC"), the United States Congress and any agency Inspector

General; (c) seeking or receiving any monetary damages, awards or other relief (including, without limitation, accepting any SEC awards) in connection with protected whistleblower activity; or (d) making other disclosures under the whistleblower provisions of applicable federal law or regulation. In addition, nothing in this Agreement or any other agreement or Company policy prohibits or restricts Employee from initiating communications with, or responding to any inquiry from, any administrative, governmental, regulatory or supervisory authority regarding any good faith concerns about possible violations of applicable law or regulation. Employee does not need the prior authorization of the Company to make any such reports or disclosures, and Employee will not be required to notify the Company that such reports or disclosures have been made. Pursuant to 18 U.S.C. § 1833(b), Employee will not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of a trade secret of the Company or its affiliates that (i) is made (x) in confidence to a Federal, state, or local government official, either directly or indirectly, or to Employee's attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding so long as Employee files any document containing the trade secret under seal and does not disclose the trade secret to others, except pursuant to court order. Nothing in this Agreement or any other agreement between the Parties or any other policies of the Company or its affiliates is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

15. Withholding. The Company or its applicable affiliate or subsidiary may withhold from any compensation and benefits payable under this Agreement all applicable federal, state, local, or other taxes, and any other applicable withholdings. The Company make no representations or warranties with respect to the tax consequences of the payments provided to Employee or made on Employee's behalf under the terms of this Agreement.

16. Section 409A.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively "Section 409A"), and, accordingly, to the maximum extent possible, this Agreement will be interpreted and construed consistent with such intent. Notwithstanding the foregoing, the Company makes no representations that this Agreement or the payments provided under this Agreement complies with or is exempt from the requirements of Section 409A, and in no event whatsoever will the Company or any of its affiliates or subsidiaries, or any of their respective officers, directors, employees, counsel or other service providers, be liable for any tax, interest or penalty that may be imposed on Employee by Section 409A or damages for failing to comply with Section 409A.

(b) Notwithstanding any provision in this Agreement to the contrary, (i) if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of (A) the date of Employee's death or (B) the date that is six (6) months after the Separation Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date; and (ii) to the extent any payment hereunder constitutes "nonqualified deferred compensation" within the meaning of Section 409A, then each such payment which is conditioned upon Employee's execution of a release and which is to be paid or

provided during a designated period that begins in one taxable year and ends in a second taxable year shall be paid or provided in the later of the two taxable years.

(c) For purposes of Section 409A, Employee's right to receive installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment will at all times be considered a separate and distinct payment. Whenever a payment hereunder specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(d) To the extent that reimbursements or other in-kind benefits hereunder constitute "nonqualified deferred compensation" subject to Section 409A, (x) all expenses or other reimbursements hereunder will be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Employee, (y) any right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit, and (z) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year will in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(e) Notwithstanding any provision of this Agreement to the contrary, in no event will any payment or benefit hereunder that constitutes "deferred compensation" subject to Section 409A be subject to offset by any other amount unless otherwise permitted by Section 409A.

(f) A termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute "deferred compensation" subject to Section 409A upon or following a termination of employment, unless such termination is also a "separation from service" within the meaning of Section 409A, and, for purposes of any such provision, all references in this Agreement to Employee's "termination", "termination of employment" or like terms will mean Employee's "separation from service" with the Company, and the date of such separation from service will be the date of termination for purposes of any such payment or benefit.

17. Successors and Assigns; Third-Party Beneficiaries. The Parties agree that this Agreement shall inure to the benefit of the personal representatives, heirs, executors, and administrators of Employee. This Agreement may not be assigned by Employee. The Company may freely assign all rights and obligations of this Agreement to any of its affiliates or subsidiaries, or to any successor (including to a purchaser of assets). The Released Parties are expressly intended to be third-party beneficiaries of this Agreement and it may be enforced by each of them.

18. No Oral Modifications. This Agreement shall not be modified except in writing signed by Employee and an authorized officer of the Company.

19. Severability. If any terms of the above provisions of this Agreement are found null, void or inoperative, for any reason, the remaining provisions will remain in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An originally executed version of this Agreement that is scanned as an image file (e.g., Adobe PDF, TIF, etc.) and then

delivered by one party to the other party via electronic mail as evidence of signature, shall, for all purposes hereof, be deemed an original signature. In addition, an originally executed version of this Agreement that is delivered via facsimile by one party to the other party as evidence of signature shall, for all purposes hereof, be deemed an original.

21. Governing Law; Jurisdiction. The Parties agree that this Agreement and the rights and obligations hereunder shall be governed by, and construed in accordance with, the laws of the Colorado, regardless of any principles of conflicts of laws or choice of laws of any jurisdiction. The Parties agree that any action between Employee and the Company shall be resolved exclusively in a federal or state court in Colorado, and the Company and Employee hereby consent to such jurisdiction and waive any objection to the jurisdiction of any such court.

22. Entire Agreement. This Agreement, together with the attached Exhibits, constitutes the complete and entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes in its entirety any and all prior understandings, negotiations, commitments, obligations and/or agreements, whether written or oral, between the Parties with respect thereto, including, for the avoidance of doubt, the Employment Agreement, except as expressly set forth herein. The Parties represent that, in executing this Agreement, each Party has not relied upon any representation or statement made by the other Party, other than those set forth in this Agreement, with regard to the subject matter, basis, or effect of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the below-indicated date(s).

TOTAL COMMUNITY OPTIONS, INC. D/B/A INNOVAGE

/s/ Patrick Blair

By: Patrick Blair

Title: Chief Executive Officer

Dated: 11/1/2024

EMPLOYEE:

/s/ Christine Bent

Christine Bent

Dated: 10/31/24

NOT TO BE RE-EXECUTED PRIOR TO THE SEPARATION DATE:

EMPLOYEE:

Christine Bent

Dated: _____

[Signature Page to Transition and Separation Agreement]

Exhibit A

Transition Services

During the Transition Period, Employee will provide the following services to the Company on a full-time basis:

1. CMS and State Audits

- Continue partnering with compliance and clinical teams to respond to follow-up requests.
- **Additional Action:** Ensure the new COO is fully briefed on the audit history, typical issues, and key contacts in compliance and clinical.

2. Milestones for OVIs

- Oversee the transportation initiative, participant touchpoint optimization strategy, disenrollment reduction plan, and optimization of medical records and scheduling.
- **Additional Action:** Provide detailed handover documents on these initiatives, including status updates, challenges, and timelines. Ensure the new COO is introduced to key stakeholders and project owners.

3. San Bernardino and Pennsylvania Turnaround Plan

- Drive the turnaround plan alongside key ELT members.
- **Additional Action:** Create a clear roadmap for this plan, noting immediate priorities and long-term goals. Include a progress report and any ongoing challenges that require attention post-transition.

4. Orders Lifecycle

- Hire the quality analyst and deliver the pizza tracker.
- **Additional Action:** Provide a detailed project overview, including KPIs to monitor post-launch. Ensure the new COO understands the technology stack involved and the goals of these initiatives.

5. Knowledge Transfer and Onboarding:

- Facilitate a formal knowledge transfer process, scheduling key handover meetings with internal teams and external partners.
- **Action:** Organize shadowing sessions or deep-dive briefings with the new COO to ensure they're familiar with team dynamics, processes, and priorities. Provide a comprehensive document outlining all ongoing initiatives and relevant operational insights.

6. Relationship Management:

- Ensure the new COO is introduced to critical internal and external stakeholders (e.g., vendors, external auditors, key clients).
- **Action:** Draft a stakeholder map with context on each relationship, outlining any sensitive partnerships or key discussions.

7. Strategy Alignment and Goals Handover:

- Help the new COO understand InnovAge's strategic goals and their alignment with current initiatives.
- **Action:** Provide insight into the next year's operating plan, highlighting ongoing projects that align with corporate goals.

Exhibit B

General Release Agreement

Reference within this General Release ("General Release") is hereby made to that certain Transition and Separation Agreement, with an effective date of November 4, 2024, by and between Christine Bent and Total Community Options, Inc., dba InnovAge, a Colorado corporation ("Employer", and such agreement, the "Separation Agreement"), and that certain Employment Agreement, dated as of March 20, 2023, by and between Employer and Christine Bent (the "Employment Agreement"). I, Christine Bent, do hereby release and forever discharge Employer, its subsidiaries and affiliates and all of their respective past, present, and future shareholders, directors, officers, employee benefit plans, administrators, trustees, agents, representatives, employees, consultants, successors and assigns, and all those connected with any of them, in their official and individual capacities (collectively, the "Released Parties") to the extent provided below.

1. I understand that any benefits provided to me under Sections 5 and 6 of the Separation Agreement represent consideration for signing this General Release, and are not salary, wages, or benefits to which I was already entitled. I understand and agree that I will not receive the benefits specified in Sections 5 and 6 of the Separation Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. In signing this General Release, I also acknowledge and represent that I have received all payments and benefits that I am otherwise entitled to receive (as of the date hereof) by virtue of my employment with Employer, including pay for all work I have performed for Employer through the date hereof (to the extent not previously paid) and pay, at my final base rate of pay, for any vacation time I earned but have not used as of the date hereof.

2. Except as provided in Sections 4 and 8 of this General Release, and except for the provisions of the Employment Agreement which expressly survive the termination of the Employment Agreement, I knowingly and voluntarily (for myself, my heirs, executors, administrators, beneficiaries, representatives, successors and assigns, and all others connected with or claiming through me) release and forever discharge the Released Parties from any and all claims, suits, controversies, actions, causes of action, rights and claims, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages and compensation, claims for costs and attorneys' fees, or liabilities of any kind and nature whatsoever, whether in law or in equity, both past and present, and whether now known or unknown, suspected or unsuspected, contingent, claimed or otherwise, which I now have or ever have had against any of the Released Parties in any way related to, arising out of, or connected with my employment and/or other relationship with, or my separation or termination from, Employer or any of its affiliates or subsidiaries, or pursuant to the United States and Colorado Constitutions, the Colorado Workplace Accommodation for Nursing Mothers Act, the Colorado Anti-Discrimination Act, the Colorado Wage Claim Act, the Colorado Healthy Families and Workplace Act, and Colorado Labor Laws; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Labor Management Relations Act, the Employee Retirement Income Security Act, and the Family Medical Leave Act the Fair Labor Standards Act; or their state or local counterparts; the wage and hour, wage payment and fair employment practices law of the state or states in which I have provided services to Employer or any of its affiliates or subsidiaries (each as amended from time to time) or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of Employer; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters (all of the foregoing are collectively referred to herein as "Released Claims"), and I hereby waive all such Released Claims. I understand that nothing contained in this General Release shall be construed to limit, restrict, or in any other way affect my communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning non-privileged matters relevant to the governmental agency or entity. Further, nothing in this General Release waives any claims that accrue after the date I sign this General Release, or any rights that cannot be waived by law.

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by Section 2 of this General Release.

4. I agree that this General Release does not waive or release any rights or claims that I may have that arise after the date I execute this General Release, including any such claims under the Age Discrimination in Employment Act of 1967. This General Release also does not waive any Released Claims for any vested pension benefits (if any), or for indemnification under Section 8(c) of the Separation Agreement or Employer's D&O Policy, by-laws, certificate of incorporation or other governing documents, or rights as an equity holder or under any equity-based award.
5. Except as provided in Sections 4 and 8 of this General Release, I agree that I am waiving all rights to sue or obtain equitable, remedial, or punitive relief from any or all Released Parties of any kind whatsoever, including, without limitation, reinstatement, back pay, front pay, attorneys' fees and any form of injunctive relief in relation to the Released Claims. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right (i) as set forth in Sections 4 and 8 of this General Release or (ii) that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency; provided, however that I disclaim and waive, to the extent permitted by law, any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding, filed by me or by anyone else on my behalf.
6. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Released Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Released Claims), if any, as well as those relating to any other Released Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver, Employer would not have agreed to the terms of the Separation Agreement. I further agree that in the event I should bring a Released Claim seeking damages against Employer and/or any other Released Party waived in the General Release, or in the event I should seek to recover against Employer and/or any other Released Party related to any Released Claim brought by a governmental agency on my behalf (except where such waivers are prohibited by law), this General Release shall serve as a complete defense to such Released Claims. I further agree that I am not aware of any pending charge or complaint alleging a violation of any Released Claim as of the date I sign this General Release.
7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by Employer, any Released Party, or myself of any improper or unlawful conduct. Rather, this General Release expresses the intention of the parties to resolve all issues and other claims related to or arising out of my employment by and termination from Employer.
8. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish or in any way affect any rights or claims arising out of any breach by Employer of the Separation Agreement after the date hereof which are not subject to this General Release.

9. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or its validity and enforceability in any other jurisdiction, but this General Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. I acknowledge that I will continue to be bound by my obligations under the Separation Agreement and under the Employment Agreement that survive the termination of my employment by the terms thereof or by necessary implication, including without limitation my obligations under Sections 8 and 9 of the Separation Agreement (all of the foregoing obligations, collectively, the "Continuing Obligations"). I further acknowledge that the obligation of Employer to make payments to me or on my behalf under Sections 5 or 6 of the Separation Agreement, and my right to retain the same, are expressly conditioned upon my continued full performance of my obligations hereunder and of the Continuing Obligations.
11. In accordance with C.R.S. § 24-34-407(1), however, nothing in this Paragraph 5 precludes or restrains, or is intended to preclude or restrain Plaintiff from: (1) disclosing, discussing, either orally or in writing, any underlying facts of any alleged discriminatory or unfair employment practice; (2) disclosing the existence and terms of this Agreement to Plaintiff's immediate family members, religious advisors, medical or mental health providers, mental or behavioral health therapeutic support group, legal counsel, financial advisor, or tax preparer; (3) disclosing the existence and terms of this Agreement to any local, state, or federal government agency for any reason, including disclosing the existence and terms of a settlement agreement, without first notifying Defendant Utility Notification Center and Defendant Pascal; (4) disclosing the existence and terms of this Agreement in response to any legal process, such as a subpoena to testify at a deposition or in court, without first notifying the Defendant Utility Notification Center and Defendant Pascal; and (5) disclosing the existence and terms of this Agreement for all other purposes as required by law. The disclosure of the underlying facts of any alleged discriminatory or unfair employment practice within the parameters set forth herein does not constitute disparagement. If Defendants disparage Plaintiff to a third party, Defendants may not seek to enforce the non-disparagement or nondisclosure provisions of the Agreement or seek damages against Plaintiff for violating these provisions, but all other terms of this Agreement remain enforceable. The parties will execute as part of this Agreement an addendum attesting to the compliance of C.R.S. § 24-34-407(1).
12. This General Release creates legally binding obligations, and Employer therefore advises you to consult an attorney before you sign this General Release.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;
2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
3. I VOLUNTARILY CONSENT TO SIGN THIS GENERAL RELEASE AGREEMENT. I FURTHER ACKNOWLEDGE I HAVE BEEN PAID ANY AND ALL WAGES, COMPENSATION, BONUSES, COMMISSIONS, PAID VACATION TIME, PAID TIME OFF, AND OTHER REMUNERATION DUE TO ME UNDER COLORADO, FEDERAL, STATE, OR LOCAL LAW;
4. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE HAD AN OPPORTUNITY TO DO SO;
5. I ACKNOWLEDGE I MAY NOT SIGN THIS GENERAL RELEASE BEFORE THE SEPARATION DATE;
6. I HAVE BEEN GIVEN ALL TIME PERIODS REQUIRED BY LAW TO CONSIDER THIS GENERAL RELEASE (INCLUDING, BUT NOT LIMITED TO, THE TIME PERIODS REQUIRED UNDER THE AGE DISCRIMINATION AND EMPLOYMENT ACT, AS AMENDED) AS SET FORTH IN SECTION 13 OF THE SEPARATION AGREEMENT (THE "CONSIDERATION PERIOD") TO CONSIDER ITS TERMS AND TO CONSULT WITH AN ATTORNEY, IF I WISHED TO DO SO, OR TO CONSULT WITH ANY OF THE OTHER PERSONS DESCRIBED IN SECTION 11 OF THIS GENERAL RELEASE AND (A) THE CHANGES MADE TO THIS RELEASE DURING SUCH CONSIDERATION PERIOD EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED CONSIDERATION PERIOD AND (B) MY EXECUTION OF THIS RELEASE PRIOR TO THE EXPIRATION OF THE CONSIDERATION PERIOD SHALL REPRESENT MY KNOWING WAIVER OF THE REMAINDER OF SUCH CONSIDERATION PERIOD;

7. I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT (AND IF I INTEND TO REVOKE MY SIGNATURE I MUST DO SO VIA EMAIL TO THE CHIEF EXECUTIVE OFFICER OF EMPLOYER PRIOR TO THE END OF THE SEVEN-DAY REVOCATION PERIOD) AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED, PROVIDED I HAVE NOT REVOKED MY ACCEPTANCE;

8. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY, WITH A FULL UNDERSTANDING OF ITS TERMS AND WITH THE OPPORTUNITY TO SEEK ADVICE OF COUNSEL;

9. I HAVE NOT RELIED ON ANY PROMISES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT ARE NOT SET FORTH EXPRESSLY IN THIS GENERAL RELEASE; AND

10. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED, OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EMPLOYER AND BY ME.

Date: _____

Name: Christine Bent

Signature: _____

EXHIBIT C

Addendum Required by C.R.S. § 24-34-407 (1)(a)(II)

By signing below, the Parties acknowledge and agree that this Agreement is compliant with the Colorado Protecting Opportunities and Workers' Rights Act, specifically, Colo. Rev. Stat. § 24-34-407(1).

IN WITNESS WHEREOF, the undersigned have executed this Exhibit C as of the date set forth below.

DATED: _____ By: _____
Christine Bent

DATED: _____ By: _____
Total Community Options, Inc. d/b/a InnovAge

AMENDMENT TO EMPLOYMENT AGREEMENT

Total Community Options, Inc., d/b/a InnovAge, a Colorado corporation (the “Company”) and Patrick Blair (the “Executive” and, together with the Company, the “Parties”) enter into this AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) dated as of October 31, 2024, effective as of November 4, 2024 (the “Effective Date”).

WHEREAS, the Executive is party to an Employment Agreement with the Company dated as of December 1, 2021 (the “Employment Agreement”); and

WHEREAS, the Parties desire to amend certain terms and conditions of the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

1. Amendment. Effective as of the Effective Date, Section 3(a) of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

“(a) During the term hereof, the Executive shall be employed by the Company on a full-time basis and shall serve the Company as its Chief Executive Officer. In such capacity, the Executive shall report to the Board of Directors of the Company (the “Board”), and the Executive shall have such duties as are consistent with the Executive’s position and as may from time to time be assigned to the Executive by the Board. Without limitation of the foregoing, the Executive will be in charge of all of the Company’s centers and their employees and for all clinical functions of the Company, as well as all employees involved in center operations, all sales and marketing employees and all personnel responsible for developing new sites, all employees involved in investor relations, all personnel solely responsible for acquisitions, and all other Company employees and functions.”

2. Acknowledgement. The Executive hereby expressly agrees and acknowledges that (i) the Executive’s execution of this Amendment constitutes the Executive’s written consent for purposes of Section 5(e) of the Employment Agreement, and (ii) the changes effected by this Amendment will not constitute Good Reason for purposes of the Employment Agreement.

3. Affirmation. This Amendment is to be read and construed with the Employment Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Employment Agreement shall remain in full force and effect.

4. Defined Terms. All capitalized terms not herein defined shall have the meanings ascribed to them in the Employment Agreement.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

COMPANY

By: /s/ James Carlson

Name: James Carlson

Title: Board Chair

EXECUTIVE

/s/ Patrick Blair

Patrick Blair

[Signature Page to Amendment to Employment Agreement]

InnovAge Appoints Michael Scarbrough as New President and Chief Operating Officer and Maria Lozzano as President, Pharmacy Services

DENVER, November 4, 2024 (GLOBE NEWSWIRE) – [InnovAge Holding Corp.](#) (“InnovAge” or the “Company”) (Nasdaq: INNV), an industry leader in providing comprehensive healthcare programs to dual-eligible seniors through the Program of All-inclusive Care for the Elderly (PACE), appoints Michael Scarbrough as its new President and Chief Operating Officer and Maria Lozzano as President, Pharmacy Services, effective November 4th.

Mr. Scarbrough joins InnovAge’s executive leadership team as Christine Bent steps down from the role of COO to explore new career opportunities. Scarbrough will also assume the role of President as the Company separates the positions of President and CEO to better enable execution of strategic priorities.

The InnovAge team extends its gratitude to Ms. Bent for her exceptional service and numerous contributions, which have helped drive a more scalable infrastructure and positive participant experience.

“Michael’s operational background and deep experience in healthcare is a great fit for InnovAge as we continue to evolve our business and to serve more seniors,” said Patrick Blair, CEO. “Michael brings more than 30 years of healthcare experience at both established and scaling businesses, including executive operational leadership, payor and provider network development, and government programs expertise. Michael has worked with numerous states in the last 15 years as they transitioned various Medicaid populations into new care delivery models that expanded participant choice, improved quality, lowered costs, and increased patient satisfaction.”

Mr. Scarbrough brings more than three decades of healthcare experience to InnovAge, most recently serving as the Chief Executive Officer of Optum at Home, a division of Optum Health, responsible for services to 800,000 Medicare Advantage D-SNP members. Prior to Optum at Home, Scarbrough was a co-founder and served as the President and COO of Prospero Health, serving over 50,000 patients. Prospero was created to provide home-based advanced primary, urgent, and palliative care services and was sold to Optum in 2022. Earlier in his career, Scarbrough was SVP, Medicaid Development & Specialty at Anthem, SVP of Health Care Delivery Systems at Amerigroup, and the COO of Amerigroup Tennessee.

Additionally, Ms. Lozzano is being promoted to President, Pharmacy Services, and will report to the CEO. Ms. Lozzano most recently served as the Company’s Senior Vice President and Chief Business Development Operations Officer supporting existing center performance improvement and new center market expansions. Maria joined InnovAge from the VNA of California where she served as Chief Operating Officer. Prior to that, she worked as Vice President of Operations at Premier Infusion Care, a provider of home infusion and specialty pharmacy services.

“Maria has been a steady and strong contributor at the Company for nearly eight years,” said Blair. “I know the impact Maria can have on business performance, and I have tremendous trust in her ability to lead our efforts to define a more effective pharmacy operating model that leads to a better participant experience and greater cost effectiveness.”

About InnovAge

InnovAge is a market leader in managing the care of high-cost, dual-eligible seniors through the Program of All-inclusive Care for the Elderly (PACE). With a mission of enabling older adults to age independently in their own homes for as long as safely possible, InnovAge’s patient-centered care model is designed to improve the quality of care its participants receive while reducing over-utilization of high-cost care settings. InnovAge believes its PACE healthcare model is one in which all constituencies — participants, their families, providers, and government payors — “win.” As of June 30, 2024, InnovAge served approximately 7,020 participants across 20 centers in six states. <https://www.innovage.com/>.

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Forward-Looking Statements – Safe Harbor

This press release contains “forward-looking statements” within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as: “anticipate,” “intend,” “plan,” “believe,” “project,” “estimate,” “expect,” “may,” “should,” “will” and other words and terms of similar meaning that they do not relate strictly to historical or current facts. Examples of forward-looking statements include statements regarding our expectations with respect to the Company’s new President and Chief Operating Officer; the effective transition and readjustment of responsibilities within the Company; and our expectations with respect to the Company’s ability to improve and grow. Important factors that could cause actual results to differ materially from those indicated in the forward-looking statements include, among others, our dependence on our senior management team and ability to retain skilled employees; failure to execute an orderly President and Chief Operating Officer transition; the impact of the transition on the Company, its employees and its suppliers; the viability of, and/or our failure to execute, our business strategy and our ability to realize expected results; and other risk factors identified in our SEC reports, including, our most recent Annual Report on Form 10-K and any subsequent Quarterly Report on Form 10-Q, in each case, as filed with the SEC.

Any forward-looking statement made by the Company is based on information currently available to us. Except as required by law, we undertake no obligation to publicly update any forward-looking statement, whether written or oral, whether as a result of new information, future developments or otherwise.