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 15, 2019**

DFB Healthcare Acquisitions Corp.

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-38399**	**82-3677704**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

780 Third Avenue **New York, NY** (Address of principal executive offices)	**10017** (Zip code)

(212) 551-1600
(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 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))

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) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2).

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. ☐

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Common Stock and one-third of one Warrant	**DFBHU**	**The Nasdaq Stock Market LLC**
Common Stock, par value $0.0001 per share	**DFBH**	**The Nasdaq Stock Market LLC**
Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of $11.50	**DFBHW**	**The Nasdaq Stock Market LLC**

Item 1.01. Entry into a Material Definitive Agreement

Merger Agreement Amendment

On October 15, 2019, DFB Healthcare Acquisitions Corp., a Delaware corporation ("DFB"), entered into Amendment No. 1 (the "Amendment") to the Agreement and Plan of Merger, dated July 8, 2019 (the "Agreement"), by and among DFB, AdaptHealth Holdings LLC, a Delaware limited liability company ("Adapt"), BM AH Holdings, LLC, a Delaware limited liability company (the "BM Blocker"), Access Point Medical, Inc., a Delaware corporation (the "A Blocker" and, together with the BM Blocker, the "Blockers"), DFB Merger Sub LLC, a Delaware limited liability company ("Merger Sub"), AH Representative LLC, a Delaware limited liability company (the "Company Unitholders' Representative"), and, solely for the limited purposes set forth therein, BlueMountain Foinaven Master Fund L.P., a Cayman Islands exempted limited partnership, BMSB L.P., a Delaware limited partnership, BlueMountain Fursan Fund L.P., a Cayman Islands exempted limited partnership (collectively, the "BM Blocker Sellers") and Clifton Bay Offshore Investments, L.P., a British Virgin Islands limited partnership (the "A Blocker Seller" and together with the BM Blocker Sellers, the "Blocker Sellers"), pursuant to which DFB agreed to combine with Adapt in a transaction (the "Transaction") that will result in Adapt becoming a partially owned subsidiary of DFB.

The Amendment amends the Agreement to, among other things, (i) remove the minimum cash closing condition contained in the Agreement, (ii) add a new condition to the closing of the Transaction (the "Closing") with respect to the absence, since the date of the Amendment, of the commencement of an investigation, review or other action concerning a material violation of healthcare law against Adapt by certain regulatory authorities, (iii) add a provision obligating the A Blocker Seller to indemnify DFB against liabilities of the A Blocker, including tax liabilities, arising prior to the Closing and (iv) amend and restate the forms of the amended and restated certificate of incorporation of DFB to be adopted at the Closing and of the tax receivables agreement to be entered into at the Closing.

The Amendment is attached hereto as Exhibit 2.2 and incorporated herein by reference. The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment filed with this Current Report on Form 8-K. For a detailed discussion of the Agreement, see the Company's Current Report on Form 8-K, filed with the SEC on July 12, 2019 (the "July 8-K"). For the full text of the Agreement, see Exhibit 2.1 to the July 8-K, which is incorporated by reference as Exhibit 2.1 hereto.

Amended and Restated Subscription Agreement

In connection with the Amendment, on October 15, 2019, DFB, Deerfield Private Design Fund IV, L.P. ("Deerfield") and RAB Ventures (DFB) LLC ("RAB Ventures") entered into an amended and restated subscription agreement (the "A&R Subscription Agreement"), which amends and restates in its entirety the subscription agreement, dated July 8, 2019, between DFB and Deerfield (the "Original Subscription Agreement"), pursuant to which Deerfield had agreed to purchase, and DFB had agreed to sell to Deerfield, between 5,000,000 and 10,000,000 shares of common stock of DFB (the "PIPE Shares"), depending on the amount of cash available to DFB immediately prior to the Closing (the "Available Cash"), for a purchase price of $10.00 per share, in a private placement. Pursuant to the A&R Subscription Agreement, the number of PIPE Shares to be purchased will be between 5,000,000 and 12,500,000, depending on the amount of Available Cash. If the Available Cash is $75 million or less, then the total number of PIPE Shares to be purchased will equal 12,500,000. If the Available Cash is more than $75 million but less than $100 million, then the total number of PIPE Shares to be purchased will be such number between 10,000,000 and 12,500,000 as is selected by Deerfield in its sole discretion. If the Available Cash is between $100 million and $200 million, then the total number of PIPE Shares to be purchased will equal 10,000,000. If the Available Cash is more than $200 million, then the total number of PIPE Shares to be purchased will be such number of shares of Common Stock (rounded up to the nearest whole number) equal to (A) $300 million *minus* the amount of Available Cash, *divided by* (B) ten; provided that in no event will the number of shares purchased be less than 5,000,000. If the total number of PIPE Shares to be purchased is 10,000,000 or less, then Deerfield will purchase all of the PIPE Shares, and if the total number of PIPE Shares to be purchased is more than 10,000,000, then Deerfield will purchase 10,000,000 of the PIPE Shares plus 96% of the PIPE Shares in excess of 10,000,000, and RAB Ventures will purchase the remaining PIPE Shares. RAB Ventures is an entity that is controlled

by Richard Barasch, DFB's President, Chief Executive Officer and Chairman and is one of the members of Deerfield/RAB Ventures, LLC, DFB's sponsor (the "Sponsor").

Pursuant to the A&R Subscription Agreement, the PIPE Shares will be subject to a "lock-up" provision, pursuant to which they may not be sold or otherwise transferred for a period of time following the Closing. The term of such lock-up period will be nine months for 7,500,000 PIPE Shares purchased by Deerfield, and three months for any other PIPE Shares purchased in excess of that amount by either Deerfield or RAB Ventures. Deerfield (and RAB Ventures, if it purchases any PIPE Shares) will have registration rights with respect to the PIPE Shares pursuant to the terms of the Registration Rights Agreement.

Except as described above, the terms of the A&R Subscription Agreement are substantially the same as the terms of the Original Subscription Agreement, which are summarized in the July 8-K. No fees or other compensation was paid or will be payable to Deerfield, RAB Ventures or any third parties in consideration of Deerfield or RAB Ventures entering into the A&R Subscription Agreement.

The preceding summary of certain terms and conditions of the A&R Subscription Agreement is qualified in its entirety by reference to the full text of the A&R Subscription Agreement, a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Amended and Restated Assignment Letter Agreement

In connection with the Amendment, on October 15, 2019, DFB, Adapt and the Sponsor entered into an amended and restated letter agreement (the "A&R Assignment Letter Agreement"), which amends and restates in its entirety the letter agreement, dated July 8, 2019, among DFB, Adapt and the Sponsor (the "Original Assignment Agreement"), pursuant to which the Sponsor had agreed that it would, immediately prior to the Closing, transfer and assign to Adapt (or such other equityholders or employees of Adapt as Adapt may designate prior to the Closing), 2,500,000 shares of common stock of DFB and 1,733,333 warrants to purchase shares of common stock of DFB (with each warrant exercisable for one-third of a share of DFB common stock). Pursuant to the A&R Assignment Letter Agreement, the Sponsor will, immediately prior to the Closing, transfer and assign to Adapt (or such equityholders or employees of Adapt as Adapt may designate prior to the Closing), for no consideration, between 2,437,500 and 2,500,000 of the shares of DFB common stock and between 1,690,000 and 1,733,333 of the warrants to purchase shares of DFB common stock held by the Sponsor. The number of shares and warrants to be transferred will be determined based on the number of PIPE Shares purchased pursuant to the A&R Subscription Agreement. If the number of PIPE Shares purchased is 10,000,000 or less, then 2,500,000 shares and 1,733,333 warrants will be transferred. If the number of PIPE Shares purchased is 12,500,000, then 2,437,500 shares and 1,690,000 warrants will be transferred. If the number of PIPE Shares is more than 10,000,000 but less than 12,500,000, then the number of shares and warrants will be calculated on a pro rata basis, based on the number of PIPE Shares purchased in excess of 10,000,000. A portion of the shares to be transferred pursuant to the A&R Assignment Letter Agreement may be transferred by DFB's executive officers and/or directors instead of the Sponsor.

The preceding summary of certain terms and conditions of the A&R Assignment Letter Agreement is qualified in its entirety by reference to the full text of the A&R Assignment Agreement, a copy of which is included as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Additional Information

In connection with the proposed Transaction, DFB filed a preliminary proxy statement with the U.S. Securities and Exchange Commission (the "SEC") relating to the Transaction on August 19, 2019. DFB subsequently filed Amendment No. 1 and Amendment No. 2 to the preliminary proxy statement with the SEC on September 24, 2019 and Amendment No. 3 to the preliminary proxy statement with the SEC on October 15, 2019. Stockholders of DFB and other interested persons are advised to read the preliminary proxy statement, and amendments thereto, and, when available, the definitive proxy statement in connection with DFB's solicitation of proxies for the special meeting to be held to approve the Transaction because these proxy statements will contain important information about DFB, Adapt, and the Transaction. The definitive proxy statement will be mailed to stockholders of DFB as of the record date for voting on the proposed Transaction. Stockholders will also be able to obtain a copy of the proxy statement, without charge, by directing

a request to: DFB Healthcare Acquisitions Corp., 780 Third Avenue, New York, NY 10017. Each of the preliminary and definitive proxy statement, once available, can also be obtained, without charge, at the SEC's website (www.sec.gov).

Participants in the Solicitation

DFB, Adapt and their respective directors and executive officers may be considered participants in the solicitation of proxies with respect to the proposed Transaction described in this current report on Form 8-K under the rules of the SEC. Information about the directors and executive officers of DFB is set forth in DFB's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, which was filed with the SEC on March 29, 2019, and is also contained in the preliminary proxy statement for the Transaction. Information regarding the interests of the directors and executive officers of DFB is also contained in such preliminary proxy statement, and will be contained in the definitive proxy statement for the Transaction, when available. Information regarding Adapt's directors and executive officers is contained in the preliminary proxy statement for the Transaction, and will be contained in the definitive proxy statement, when available. These documents can be obtained free of charge from the sources indicated above.

Non-Solicitation

This current report on Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed Transaction and shall not constitute an offer to sell or a solicitation of an offer to buy the securities of DFB or Adapt, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made except by means of a definitive document.

Forward-looking Statements

This current report on Form 8-K includes certain statements that are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "predict," "potential," "seem," "seek," "future," "outlook," and similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding projections, estimates and forecasts of revenue and other financial and performance metrics and projections of market opportunity and expectations, and the closing of the proposed Transaction. These statements are based on various assumptions and on the current expectations of DFB and Adapt management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of DFB and Adapt. These forward-looking statements are subject to a number of risks and uncertainties, including the outcome of judicial and administrative proceedings to which Adapt may become a party or governmental investigations to which Adapt may become subject that could interrupt or limit Adapt's operations, result in adverse judgments, settlements or fines and create negative publicity; changes in Adapt's clients' preferences, prospects and the competitive conditions prevailing in the healthcare sector; the inability of the parties to successfully or timely consummate the proposed Transaction, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed Transaction or that the approval of the stockholders of DFB and/or the stockholders of Adapt for the proposed Transaction is not obtained; failure to realize the anticipated benefits of the proposed Transaction, including as a result of a delay in consummating the proposed Transaction or a delay or difficulty in integrating the businesses of DFB and Adapt; the amount of redemption requests made by DFB's stockholders; those factors discussed in the preliminary proxy statement filed by DFB with respect to the proposed Transaction under the heading "Risk Factors," and other documents of DFB filed, or to be filed, with the SEC. If the risks materialize or assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither DFB nor Adapt presently know or that DFB and Adapt currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect DFB's and Adapt's expectations, plans or forecasts of future events and views as of the date of this current report

on Form 8-K. DFB and Adapt anticipate that subsequent events and developments will cause DFB's and Adapt's assessments to change. However, while DFB and Adapt may elect to update these forward-looking statements at some point in the future, DFB and Adapt specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing DFB's and Adapt's assessments as of any date subsequent to the date of this current report on Form 8-K. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Exhibit
2.1	Agreement and Plan of Merger, dated as of July 8, 2019, by and among DFB, Adopt, BM Blocker, A Blocker, Merger Sub, Company Unitholders' Representative and, solely for purposes of Section 7.20, BM Blocker Sellers, and solely for purposes of Section 7.21, the A Blocker Seller (incorporated by reference to Exhibit 2.1 to DFB's Current Report on Form 8-K filed July 12, 2019).
2.2	Amendment No. 1 to the Agreement and Plan of Merger, dated as of October 15, 2019, by and among DFB, Adopt, BM Blocker, A Blocker, Merger Sub, Company Unitholders' Representative, BM Blocker Sellers, and the A Blocker Seller.
10.1	Amended and Restated Subscription Agreement, dated as of October 15, 2019, by and among DFB, Deerfield and RAB Ventures.
10.2	Amended and Restated Assignment Letter Agreement, dated as of October 15, 2019, by and among DFB, Adapt and the Sponsor.

SIGNATURE

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.

Dated: October 17, 2019

DFB Healthcare Acquisitions Corp.

By: /s/ Christopher Wolfe
Name: Christopher Wolfe
Title: Chief Financial Officer

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER (this "*Amendment*"), dated as of October 15, 2019, is made by and among DFB Healthcare Acquisitions Corp., a Delaware corporation ("*DFB Healthcare*"), BM AH Holdings, LLC, a Delaware limited liability company (the "*BM Blocker*"), Access Point Medical, Inc., a Delaware corporation (the "*A Blocker*" and, together with the BM Blocker, the "*Blockers*"), DFB Merger Sub LLC, a Delaware limited liability company ("*Merger Sub*"), AdaptHealth Holdings LLC, a Delaware limited liability company (the "*Company*"), BlueMountain Foinaven Master Fund L.P., a Cayman Islands exempted limited partnership, BMSB L.P., a Delaware limited partnership, and BlueMountain Fursan Fund L.P., a Cayman Islands exempted limited partnership (the "*BM Blocker Sellers*"), Clifton Bay Offshore Investments L.P., a British Virgin Islands limited partnership (the "*A Blocker Seller*"), and AH Representative LLC, a Delaware limited liability company (the "*Company Unitholders' Representative*"). Capitalized terms used and not otherwise defined herein have the meanings given to such terms in that certain Agreement and Plan of Merger, dated as of July 8, 2019 (the "*Merger Agreement*"), by and among DFB Healthcare, BM Blocker, A Blocker, Merger Sub, the Company, the Company Unitholders' Representatives and solely for purposes of Section 7.20 thereof, the BM Blocker Sellers and, solely for purposes of Section 7.21 thereof, the A Blocker Sellers.

WHEREAS, the parties hereto desire to amend certain terms set forth in the Merger Agreement pursuant to Section 9.04 of the Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall constitute a part of this Amendment, and the mutual promises contained in this Amendment, and intending to be legally bound thereby, the parties hereto agree as follows pursuant to Section 9.04 of the Merger Agreement:

1. The eighth recital of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

"WHEREAS, as of the date hereof, Deerfield and RAB Ventures (DFB) LLC have entered into that certain Deerfield PIPE Agreement with DFB Healthcare pursuant to which Deerfield and RAB Ventures (DFB) LLC have agreed, subject to the terms and conditions set forth therein, to subscribe for and purchase up to an aggregate of twelve million and five hundred thousand (12,500,000) shares of DFB Healthcare Common Stock in connection with the Closing;"

2. The final recital of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

"WHEREAS, certain stockholders of DFB Healthcare and the Company have entered into an amended and restated assignment and assumption agreement, dated as as of October 15, 2019 (the "*Founders Equity Transfer Agreement*"), pursuant to which certain retained founder shares and warrants of DFB Healthcare would be transferred by such stockholders to the Company (or its permitted assigns) in accordance with the terms therein.

3. Section 2.03(a) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

"(a) *Contingent Consideration*. Following the Closing, in addition to the consideration to be received pursuant to *Section 2.01* and *Section 2.02(a)* of this Agreement and as part of the overall Merger Consideration, but subject to *Section 7.19*, the Surviving Company shall issue additional Consideration Units, as an earnout related to the Merger based on the targets described below, to the Company Unitholders and additional shares of DFB Healthcare Common Stock, as an earnout related to the Blocker Mergers based on the targets described below, to applicable Blocker Sellers

as follows, with the number of shares of DFB Healthcare Common Stock and Consideration Units allocated between the Company Unitholders and each applicable Blocker Seller, as applicable, based on the relative number of shares of DFB Healthcare Common Stock and Consideration Units, as applicable, received thereby as part of the Closing Merger Consideration, as applicable, and as set forth in the Payment Spreadsheet:

(i) One Million (1,000,000) Consideration Units and shares of DFB Healthcare Common Stock in the aggregate, as applicable, in the event that the average Trading Price of the DFB Healthcare Common Stock is $15.00 or greater during the month of December in 2020 (the "*First Stock Target*") (such 1,000,000 shares, the "*First Contingent Consideration*");

(ii) An additional one Million (1,000,000) Consideration Units and shares of DFB Healthcare Common Stock in the aggregate, as applicable, in the event that the average Trading Price of the DFB Healthcare Common Stock is $18.00 or greater during the month of December in 2021 (the "*Second Stock Target*") (such 1,000,000 shares, the "*Second Contingent Consideration*"); and

(iii) An additional one Million (1,000,000) Consideration Units and shares of DFB Healthcare Common Stock in the aggregate, as applicable, in the event that the average Trading Price of the DFB Healthcare Common Stock is $22.00 or greater during the month of December in 2022 (the "*Third Stock Target*" and, together with the First Stock Target and Second Stock Target, the "*Stock Targets*") (such 1,000,000 shares, the "*Third Contingent Consideration*" and together with the First Contingent Consideration and Second Contingent Consideration, the "*Contingent Consideration*")."

4. Section 6.02(b)(ii) of the Merger Agreement is hereby amended to replace the reference to "$100,000,000" with "$125,000,000."

5. Section 7.21 of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

"*A Blocker Indemnity and Covenants.*

(a) Following the A Blocker Merger, the A Blocker Seller shall indemnify DFB Healthcare and its affiliates and hold them harmless from and against all damages, Liabilities, actions, causes of action, deficiency, penalty, interest, fine or other cost or expenses (including costs of investigation and defense, and attorney's fees and expenses), arising out of, resulting from or relating to (i) all Taxes recognized by, attributable to or arising out of any actions of the A Blocker and/or Access Point Medical LLC (A) on or before the Closing Date, and (B) relating to or arising from or out of the transactions contemplated by this Agreement and (ii) all other liabilities or obligations whatsoever, whether matured or unmatured, known or unknown, accrued or fixed, absolute or contingent or otherwise ("*Liabilities*") of the A Blocker and/or Access Point Medical LLC existing or arising on or prior to the Closing Date. Notwithstanding any other provision herein, this Section 7.21 shall survive the Closing indefinitely.

(b) Following the Closing, DFB Healthcare shall timely file, or cause to be timely filed, all Tax Returns of the A Blocker that are due to be filed after the Closing Date, subject to the next sentence of this *Section 7.21*. The A Blocker Seller shall prepare, or cause to be prepared, each Tax Return for any taxable period ending on or before, or including, the Closing Date (such Tax Returns, "*A Blocker Prepared Tax Returns*"). DFB Healthcare shall promptly provide any information reasonably requested by the A Blocker Seller that is relevant to the preparation of the A Blocker Prepared Tax Returns. The A Blocker Seller shall provide a draft of each A Blocker Prepared Tax Return to DFB Healthcare for its review and comment not later than thirty (30) days prior to the due date for filing, and shall consider in good faith any comments that are provided by DFB Healthcare not less than ten (10) days prior to such due date; *provided*, *however*, that in the

event of a dispute between the parties as to the preparation of the A Blocker Prepared Tax Return, such dispute shall be promptly submitted for arbitration to a mutually acceptable "big 4" accounting firm, or if no such firm accepts the engagement, an accounting firm mutually acceptable to the parties (the "*A Blocker Arbitrator's Determination*"). If the A Blocker Arbitrator's Determination is not made prior to the due date for filing an A Blocker Prepared Tax Return, such return will be filed reflecting the A Blocker Seller's position and shall be subsequently amended as needed to reflect the A Blocker Arbitrator's Determination.

(c) A Blocker Seller hereby covenants and agrees that, prior to the Closing, A Blocker Seller shall, and shall cause the A Blocker, to take such other actions set forth on Schedule I hereto (the "*A Blocker Corporate Actions*")."

(d) A Blocker Seller does hereby absolutely, unconditionally, continuously, and irrevocably guarantee, as primary obligor and not merely as surety, the due and prompt payment and performance of each of the covenants, agreements, obligations and Liabilities of the A Blocker and A Blocker Seller under this Agreement.

6. Section 8.01(e) of the Merger Agreement is hereby deleted in its entirety.

7. The following is hereby inserted as a new Section 8.02(l) of the Merger Agreement:

"*Healthcare Law*. None of the U.S. Department of Justice, CMS or the Office of Inspector General of the U.S. Department of Health and Human Services shall have, on or after October 15, 2019, (i) notified the Company that is has commenced an investigation or review of the Company pursuant to a subpoena, criminal proceeding or civil investigative demand concerning a material violation of a Healthcare Law by the Company or any Company Subsidiary arising out of facts and circumstances unrelated to any matter set forth the Company Disclosure Schedule for which an adverse determination against the Company or the applicable Company Subsidiary would reasonably be expected to be material to the Company and the Company Subsidiaries taken as a whole, or (ii) filed against the Company or any Company Subsidiary an action under a Healthcare Law arising out of facts and circumstances unrelated to any matter set forth in the Company Disclosure Schedule, for which an adverse ruling against the Company or the applicable Company Subsidiary would reasonably be expected to be material to the Company and the Company Subsidiaries taken as a whole."

8. The following is hereby inserted as a new Section 8.02(m) of the Merger Agreement:

A Blocker Agreements and Covenants. A Blocker Seller shall have performed or complied in all respects with all agreements and covenants required by Section 7.21 to be performed or complied with by it on or prior to the Effective Time.

9. The definition of "Deerfield PIPE Agreement" in Section 10.03 of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

"*Deerfield PIPE Agreement*" means that certain amended and restated subscription agreement, dated as of October 15, 2019, by and between DFB Healthcare, Deerfield and RAB Ventures (DFB) LLC."

10. Exhibit D of the Merger Agreement is hereby deleted in its entirety and replaced with the Form of Amended and Restated Certificate of Incorporation of DFB Healthcare attached hereto as *Exhibit A*.

11. Exhibit E of the Merger Agreement is hereby deleted in its entirety and replaced with the list of Directors and Officers of DFB Healthcare attached hereto as *Exhibit B*.

12. Exhibit F of the Merger Agreement is hereby deleted in its entirety and replaced with the Form of Tax Receivable Agreement attached hereto as *Exhibit C*.

13. Attached hereto as *Exhibit D* are the disclosure schedules of the A Blocker to the Merger Agreement.

14. All other sections, paragraphs, provisions, and clauses in the Merger Agreement not expressly modified above remain in full force and effect as originally written.

15. Article X of the Merger Agreement is hereby incorporated herein in its entirety, *mutatis mutandis*.

* * * * *

Exhibit B

Directors and Officers of DFB Healthcare

Directors

1. Richard Barasch—Chairman of the Board
2. Luke McGee
3. Josh Parnes
4. Alan Quasha
5. Susan Weaver
6. Dale Wolf
7. Terence Conners

Officers

The officers of the Company as of the date hereof in their current positions.

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

DFB HEALTHCARE ACQUISITIONS CORP.

By /s/ CHRIS WOLFE
Name: Chris Wolfe
Title: *Chief Financial Officer*

DFB MERGER SUB LLC

By /s/ CHRIS WOLFE
Name: Chris Wolfe
Title: *Chief Financial Officer*

BM AH HOLDINGS, LLC

By /s/ RICHARD HORNE
Name: Richard Horne
Title: *Deputy General Counsel, Tax*

ACCESS POINT MEDICAL, INC.

By /s/ LUKE MCGEE
Name: Luke McGee
Title: *Chief Executive Officer*

ADAPTHEALTH HOLDINGS LLC

By /s/ LUKE MCGEE
Name: Luke McGee
Title: *Chief Executive Officer*

AH REPRESENTATIVE LLC

By /s/ ALAN QUASHA
Name: Alan Quasha
Title: *Managing Member*

CLIFTON BAY OFFSHORE INVESTMENTS L.P.

By /s/ SUSAN V. DEMERS
Name: Susan V. Demers for
Title: *Vicali Services (BVI) Inc.—Sole Director For and on behalf of Clifton Bay Management Ltd.—General Partner*

BLUEMOUNTAIN FOINAVEN MASTER FUND L.P.

By /s/ RICHARD HORNE
Name: Richard Horne
Title: *Deputy General Counsel, Tax*

BMSB L.P.

By /s/ RICHARD HORNE
Name: Richard Horne
Title: *Deputy General Counsel, Tax*

BLUEMOUNTAIN FURSAN FUND L.P.

By /s/ RICHARD HORNE
Name: Richard Horne
Title: *Deputy General Counsel, Tax*

AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

DFB Healthcare Acquisitions Corp.
780 Third Avenue
New York, NY 10017

Ladies and Gentlemen:

In connection with the proposed business combination between DFB Healthcare Acquisitions Corp., a Delaware corporation (the "*Company*"), and AdaptHealth Holdings, LLC, a Delaware limited liability company ("*AdaptHealth*"), Deerfield Private Design Fund IV, L.P., a Delaware limited partnership ("*Deerfield*"), and the Company entered into that certain subscription agreement, dated July 8, 2019 (the "*Original Subscription Agreement*"), pursuant to which Deerfield subscribed for and agreed to purchase, and the Company agreed to sell to Deerfield, shares of the Company's Common Stock (as defined below). The Company and Deerfield desire to amend and restate the Original Subscription Agreement pursuant to this amended and restated subscription agreement (the "*Subscription Agreement*") in order to (i) increase the number of shares of Common Stock which may be purchased by Deerfield and (ii) add RAB Ventures (DFB) LLC, a Delaware limited liability company ("*RAB*"), as a party for the purposes set forth herein, on the terms and subject to the conditions contained herein. Deerfield and RAB are sometimes referred to herein individually as a "*Subscriber*" and collectively as the "*Subscribers*." In connection therewith, the Subscribers and the Company agree as follows:

1. *Certain Definitions.* As used in this Subscription Agreement, the following capitalized terms shall have the meanings set forth below:

"*Affiliate*" means, with respect to a specified person, a person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

"*Available Cash*" means the amount of cash and cash equivalents held by and available to the Company, whether in or outside the Trust Account (as such term is defined in the Company Charter), immediately prior to the consummation of the Transaction, after giving effect to the aggregate amount (if any) (i) to be disbursed from the Trust Account on account of Redeemed Shares to holders of Common Stock and (ii) received from any other private sales of Company Stock effected in connection with the consummation of the Transaction in accordance with the terms of the Transaction Agreement, but before giving effect to any other payments to be made by the Company in connection with the Transaction (including any costs and expenses related to the Transaction) (but, for the avoidance of doubt, without giving effect to the proceeds of the Purchased Securities pursuant to this Subscription Agreement).

"*Company Charter*" means the Amended and Restated Certificate of Incorporation of the Company, as in effect on the date hereof.

"*Common Stock*" means the Company's common stock, par value $0.0001 per share.

"*Current Company Shares*" means the two million five hundred thousand (2,500,000) shares of Common Stock purchased by Deerfield in the Company's initial public offering.

"*Deerfield Securities*" means (i) if the total number of Purchased Securities is ten million (10,000,000) shares or less, then all of the Purchased Securities, and (ii) if the total number of Purchased Securities is more than ten million (10,000,000) shares, then ten million (10,000,000) *plus*

twenty four-twenty fifths (24/25) of the total number of Purchased Securities in excess of ten million shares.

"*Nine-Month Lock-Up Securities*" means (i) if the total number of Purchased Securities is seven million five hundred thousand (7,500,000) shares or less, then all of the Purchased Securities, and (ii) if the total number of Purchased Securities is more than seven million five hundred thousand (7,500,000) shares, then seven million five hundred thousand (7,500,000) of the Purchased Securities.

"*Purchased Securities*" means that number of shares of Common Stock determined as follows:

(i) If the amount of Available Cash is Seventy-Five Million Dollars ($75,000,000) or less, then twelve million five hundred thousand (12,500,000) shares;

(ii) If the amount of Available Cash is more than Seventy-Five Million Dollars ($75,000,000) but less than One Hundred Million Dollars ($100,000,000), then such number of shares between ten million (10,000,000) and twelve million five hundred thousand (12,500,000) as shall be selected by Deerfield in its sole discretion;

(iii) If the amount of Available Cash is at least One Hundred Million Dollars ($100,000,000) but no more than Two Hundred Million Dollars ($200,000,000), then ten million (10,000,000) shares; and

(iv) If the amount of Available Cash is more than Two Hundred Million Dollars ($200,000,000), then that number of shares of Common Stock (rounded up to the nearest whole number) equal to (A) Three Hundred Million Dollars ($300,000,000) *minus* the amount of Available Cash, *divided by* (B) Ten (10); *provided* that in no event will the number of Purchased Securities be less than five million (5,000,000) shares.

"*RAB Securities*" means (i) if the total number of Purchased Securities is ten million shares or less, then none of the Purchased Securities, and (ii) if the total number of Purchased Securities is more than ten million shares, one-twenty fifth (1/25) of the total number of Purchased Securities in excess of ten million shares.

"*Redeemed Shares*" means the total number of shares of Common Stock (if any) to be redeemed by the Company as a result of the exercise of Redemption Rights (as such term is defined in the Company Charter) by holders of Common Stock in connection with the Transaction.

"*Transaction*" means the proposed business combination contemplated by the Transaction Agreement.

"*Transaction Agreement*" means that certain Agreement and Plan of Merger, dated July 8, 2019, by and among the Company, AdaptHealth, DFB Merger Sub LLC, a Delaware limited liability company, Access Point Medical, Inc., a Delaware corporation, Clifton Bay Offshore Investments L.P, a British Virgin Islands limited partnership, BM AH Holdings, LLC, a Delaware limited liability company, BlueMountain Foinaven Master Fund L.P., a Cayman Islands exempted limited partnership, BMSB L.P., a Delaware limited partnership, BlueMountain Fursan Fund L.P., a Cayman Islands exempted limited partnership, and AH Representative LLC, a Delaware limited liability company, as the Company Unitholders' Representative, as amended by that certain Amendment No. 1 dated October 15, 2019, pursuant to which the parties thereto intend to effect the Transaction on the terms and conditions set forth therein.

"*Willful Breach*" means a material breach that is a consequence of an act undertaken by the breaching party with the knowledge (actual or constructive) that the taking of such act would, or would be reasonably expected to, cause a breach of this Subscription Agreement.

2. *Subscription; Commitment.*

(a) Deerfield hereby irrevocably subscribes for and agrees to purchase from the Company, and the Company hereby agrees to sell to Deerfield, the Deerfield Securities for a purchase price of $10.00 per share, on the terms and subject to the conditions provided for herein.

(b) RAB hereby irrevocably subscribes for and agrees to purchase from the Company, and the Company hereby agrees to sell to RAB, the RAB Securities for a purchase price of $10.00 per share, on the terms and subject to the conditions provided for herein.

(c) Deerfield further hereby agrees that it shall (i) continue to own, beneficially and of record, the Current Company Shares through the time of the consummation of the Transaction, (ii) not exercise its Redemption Rights with respect to any of the Current Company Shares in connection with the Transaction and (iii) vote the Current Company Shares in favor of the Transaction and the other proposals of the Company set forth in the Proxy Statement (as defined in the Transaction Agreement).

3. *Closing.* The closing of the sale of Purchased Securities contemplated hereby (the "*Closing*") is contingent upon the substantially concurrent consummation of the Transaction. The Closing shall occur immediately prior to the consummation of the Transaction. Upon (a) satisfaction of the conditions set forth in *Section 4* of this Subscription Agreement and (b) written notice from (or on behalf of) the Company to the Subscribers (the "*Closing Notice*") that the Company reasonably expects all conditions to the closing of the Transaction to be satisfied on a date that is not less than three (3) business days from the date of the Closing Notice and setting forth the number of Redeemed Shares (and the resulting amount of Available Cash and number of Purchased Securities), each of the Subscribers shall deliver to the Company, at least one (1) business day prior to the closing date specified in the Closing Notice (the "*Closing Date*"), the aggregate applicable subscription amount (in the case of RAB, if any) for such Subscriber's Purchased Securities (the "*Purchase Price*"), which shall be held in escrow until the Closing pursuant to the terms of an escrow agreement to be entered into by the Subscribers, the Company and an escrow agent, by wire transfer of United States dollars in immediately available funds to the account specified by the Company in the Closing Notice. At the Closing, the Company shall deliver (or cause the delivery of) the applicable number of each Subscriber's Purchased Securities (in the case of RAB, if any) in book entry form to applicable Subscriber or to a custodian designated by the applicable Subscriber, as applicable, as indicated below, and upon delivery of the applicable number of Purchased Securities to the Subscribers, the Purchase Price shall be released from escrow automatically and without further action by the Company or the Subscribers. In the event the Closing does not occur on the Closing Date, the Company shall promptly (but not later than one (1) business day thereafter) return the Purchase Price to the applicable Subscribers.

4. *Closing Conditions.* Each Subscriber's obligation to acquire its Purchased Securities (in the case of RAB, if any) at the Closing is also subject to the conditions that, on the Closing Date:

(a) no suspension of the qualification of the Common Stock for offering or sale, or of the Common Stock for trading, in any jurisdiction, or initiation or threatening of any proceedings for any of such purposes, shall have occurred;

(b) all representations and warranties of the Company and such Subscriber contained in this Subscription Agreement shall be true and correct in all material respects at and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects at and as of that specified date), and consummation of the Closing shall constitute a reaffirmation by each of the Company and such Subscriber of each of the representations, warranties and agreements of each such party contained in this Subscription

Agreement as of the Closing Date, but in each case without giving effect to consummation of the Transaction;

(c) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the transactions contemplated hereby illegal or otherwise restraining or prohibiting consummation of the transactions contemplated hereby;

(d) the Company's shareholders shall have approved the issuance of the Purchased Securities;

(e) all conditions precedent to the Company's obligation to consummate closing of the Transaction, including the approval of the Company's shareholders, shall have been satisfied or, with the prior written consent of such Subscriber, waived (other than those conditions which, by their nature, are to be satisfied at the closing of the Transaction);

(f) since the date of this Subscription Agreement, there shall have not occurred any Company Material Adverse Effect (as defined in the Transaction Agreement);

(g) the Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing;

(h) the Transaction Agreement, other subscription agreements and other related transaction agreements, if any, shall not have been amended, waived by the Company or modified except with the prior written consent of such Subscriber;

(i) the Company shall have taken all necessary action to cause one individual designated by Deerfield to be elected or appointed to the Company's Board of Directors upon the consummation of the Transaction;

(j) the Company, such Subscriber and the other parties thereto shall have entered into the Registration Rights Agreement (the "*Registration Rights Agreement*"), in substantially the form attached hereto as ***Exhibit A***, amending and restating that certain Registration Rights Agreement dated as of February 15, 2018 by and among the Company, Deerfield/RAB Ventures LLC (an affiliate of the Subscribers) and the other investors party thereto;

(k) the Company shall have delivered or shall have caused to be delivered to the Subscribers and their respective counsel, on or prior to the Closing Date, such closing certificates as may be reasonably requested by the Subscribers, in form and substance reasonably satisfactory to the Subscribers; and

(l) all required filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "*HSR Act*") applicable to the purchase of the Purchased Securities (the "*HSR Filings*") shall have been completed, and any applicable waiting period (and any extensions thereof) applicable to the purchase of the Purchased Securities under the HSR Act shall have expired or been terminated.

5. *Further Assurances.* At and after the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the subscription as contemplated by this Subscription Agreement.

6. *Company Representations and Warranties.* The Company represents and warrants to each of the Subscribers that:

(a) The Company has been duly incorporated, is validly existing and is in good standing under the laws of the State of Delaware, with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement.

(b) The Purchased Securities have been duly authorized and, when issued and delivered to such Subscriber against full payment therefor in accordance with the terms of this Subscription Agreement, the Purchased Securities will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under the Company Charter and Company's bylaws or under the laws of the State of Delaware.

(c) This Subscription Agreement has been duly authorized, executed and delivered by the Company and is enforceable against the Company in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

(d) The execution, delivery and performance of this Subscription Agreement (including the issuance and sale of the Purchased Securities and the compliance by the Company with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated hereby) will be done in accordance with the Nasdaq marketplace rules and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company or any of its subsidiaries pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company is subject; (ii) the provisions of the organizational documents of the Company; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties that, in the case of clause (i) or this clause (iii), would have a material adverse effect on the business, properties, financial condition, stockholders' equity or results of operations of the Company, the validity of the Purchased Securities, or the legal authority or ability of the Company to comply in all material respects with the terms of this Subscription Agreement (a "*Material Adverse Effect*").

(e) There are no securities or instruments issued by or to which the Company is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (i) the Purchased Securities or (ii) the shares to be issued pursuant to any other subscription agreement that have not been or will not be validly waived on or prior to the Closing Date.

(f) The Company is not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of (i) the organizational documents of the Company, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which the Company is now a party or by which the Company's properties or assets are bound or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties, except, in the case of clause (ii) and clause (iii), for defaults or violations that have not had and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

(g) The Company has not paid, and is not obligated to pay, any brokerage, finder's or other fee or commission in connection with its issuance and sale of the Purchased Securities, including, for the avoidance of doubt, any fee or commission payable to any stockholder or affiliate of the Company.

7. *Subscriber Representations and Warranties.* Each Subscriber, severally and not jointly, solely as to itself and not as to the other Subscriber, represents and warrants to the Company that:

(a) Such Subscriber is (i) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), in each case, satisfying the requirements set forth on ***Schedule A***, (ii) is acquiring the Purchased Securities only for its own account and not for the account of others, and not on behalf of any other account or person, and (iii) is not acquiring the Purchased Securities with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on ***Schedule A*** following the signature page hereto). Such Subscriber is not an entity formed for the specific purpose of acquiring the Purchased Securities.

(b) Such Subscriber understands that the Purchased Securities are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Purchased Securities have not been registered under the Securities Act. Such Subscriber understands that the Purchased Securities may not be resold, transferred, pledged or otherwise disposed of by such Subscriber absent an effective registration statement under the Securities Act except (i) to the Company or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii) in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates representing the Purchased Securities shall contain a legend to such effect. Such Subscriber acknowledges that the Purchased Securities will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Such Subscriber understands and agrees that the Purchased Securities will be subject to transfer restrictions and, as a result of these transfer restrictions, such Subscriber may not be able to readily resell the Purchased Securities and may be required to bear the financial risk of an investment in the Purchased Securities for an indefinite period of time. Such Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Purchased Securities.

(c) Such Subscriber understands and agrees that such Subscriber is purchasing Purchased Securities directly from the Company. Such Subscriber further acknowledges that there have been no representations, warranties, covenants and agreements made to such Subscriber by the Company, or its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Subscription Agreement.

(d) Such Subscriber's acquisition and holding of the Purchased Securities will not constitute or result in a non-exempt prohibited transaction under Section 406 of the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code of 1986, as amended, or any applicable similar law.

(e) In making its decision to purchase the Purchased Securities, such Subscriber has relied solely upon independent investigation made by such Subscriber. Such Subscriber acknowledges and agrees that such Subscriber has received such information as it deems necessary in order to make an investment decision with respect to the Purchased Securities. Such Subscriber represents and agrees that such Subscriber and such Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as such Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Purchased Securities.

(f) Such Subscriber became aware of this offering of the Purchased Securities solely by means of direct contact between it and the Company or a representative of the Company, and the

Purchased Securities were offered to such Subscriber solely by direct contact between it and the Company or a representative of the Company. Such Subscriber did not become aware of this offering of the Purchased Securities, nor were the Purchased Securities offered to such Subscriber, by any other means. Such Subscriber acknowledges that the Company represents and warrants that the Purchased Securities (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

(g) Such Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Purchased Securities. Such Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Purchased Securities, and such Subscriber has sought such accounting, legal and tax advice as such Subscriber has considered necessary to make an informed investment decision.

(h) Alone, or together with any professional advisor(s), such Subscriber has adequately analyzed and fully considered the risks of an investment in the Purchased Securities and determined that the Purchased Securities are a suitable investment for such Subscriber and that such Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of such Subscriber's investment in the Company. Such Subscriber acknowledges specifically that a possibility of total loss exists.

(i) Such Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Purchased Securities or made any findings or determination as to the fairness of this investment.

(j) Such Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation.

(k) The execution, delivery and performance by such Subscriber of this Subscription Agreement are within the powers of such Subscriber, have been duly authorized and, assuming the satisfaction of the conditions to closing in *Section 4* of this Subscription Agreement, will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which such Subscriber is a party or by which such Subscriber is bound, and, if such Subscriber is not an individual, will not violate any provisions of such Subscriber's charter documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable. The signature on this Subscription Agreement is genuine, and the signatory, if such Subscriber is an individual, has legal competence and capacity to execute the same or, if such Subscriber is not an individual the signatory has been duly authorized to execute the same, and this Subscription Agreement constitutes a legal, valid and binding obligation of such Subscriber, enforceable against such Subscriber in accordance with its terms.

(l) Neither the due diligence investigation conducted by such Subscriber in connection with making its decision to acquire the Purchased Securities nor any representations and warranties made by such Subscriber herein shall modify, amend or affect such Subscriber's right to rely on the truth, accuracy and completeness of the Company's representations and warranties contained herein.

(m) Such Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control or in any Executive Order issued by the President of the United States and administered by OFAC ("*OFAC List*"), or a person or entity prohibited by any OFAC sanctions

program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (collectively, a "*Prohibited Investor*"). Such Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, *provided* that such Subscriber is permitted to do so under applicable law. If such Subscriber is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "*BSA*"), as amended by the USA PATRIOT Act of 2001 (the "*PATRIOT Act*"), and its implementing regulations (collectively, the "*BSA/PATRIOT Act*"), such Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. To the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. To the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by such Subscriber and used to purchase the Purchased Securities were legally derived.

(n) The Purchase Price to be paid by such Subscriber, together in the case of Deerfield with the total amount paid by Deerfield for the Current Company Shares, is less than the maximum amount that such Subscriber is permitted to invest in any one portfolio investment pursuant to the terms of its organizational or governing documents or otherwise. Such Subscriber has uncalled capital commitments or otherwise has available funds in excess of the Purchase Price and all other unfunded contractually binding equity commitments of such Subscriber that are currently outstanding.

(o) To the extent required under the HSR Act, such Subscriber agrees to promptly following the date hereof make any required HSR Filings and agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable, including by requesting early termination of the waiting period provided for under the HSR Act. Each party shall, in connection therewith, use its commercially reasonable efforts to: (i) cooperate in all respects with the other party or its affiliates in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private person; (ii) keep the other party reasonably informed of any communication received by such party or its representatives from, or given by such party or its representatives to, any governmental authority and of any communication received or given in connection with any proceeding by a private person, in each case regarding the purchase of the Purchased Securities; (iii) permit a representative of the other party and their respective outside counsel to review any communication given by it to, and consult with each other in advance of any meeting or conference with, any governmental authority or, in connection with any proceeding by a private person, with any other person, and to the extent permitted by such governmental authority or other person, give a representative or representatives of the other party the opportunity to attend and participate in such meetings and conferences; (iv) in the event a party's representative is prohibited from participating in or attending any meetings or conferences, the other party shall keep such party promptly and reasonably apprised with respect thereto; and (v) use commercially reasonable efforts to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the purchase of the Purchased Securities, articulating any regulatory or competitive argument, and/or responding to requests or objections made by any governmental authority.

8. *Lock-Up.*

(a) Deerfield acknowledges and agrees that, without the prior written consent of the Company, during the period commencing on the Closing Date and continuing until the date that is (i) with respect to the Nine-Month Lock-Up Securities and the Current Company Shares, nine

(9) months after the Closing Date, and (ii) with respect to the remaining Deerfield Securities, three (3) months after the Closing Date, Deerfield shall not (A) sell, assign, transfer (including by operation of law), incur any liens, charges, security interests, options, claims, mortgages, pledges, proxies, voting trusts or agreements, obligations, understandings or arrangements or other restrictions on title or transfer of any nature whatsoever, dispose of or otherwise encumber (each, a "*Transfer*"), (B) make any short sale of, grant any option for the purchase of, or (C) enter into any hedging or similar transaction with the same economic effect as a Transfer of, any of such securities.

(b) RAB acknowledges and agrees that, without the prior written consent of the Company, during the period commencing on the Closing Date and continuing until the date that is three (3) months after the Closing Date, RAB shall not (i) Transfer, (ii) make any short sale of, grant any option for the purchase of, or (iii) enter into any hedging or similar transaction with the same economic effect as a Transfer of, any of the RAB Securities (if any).

(c) The Company may impose stop-transfer instructions and may stamp each certificate representing the Purchased Securities with an appropriate legend to enforce the provisions of the foregoing sentence. Any purported Transfer or other transaction in violation of this *Section 8* shall be null and void.

9. *Registration Rights.* The Company and such Subscriber, among the other parties thereto, shall enter into the Registration Rights Agreement, substantially in the form attached as ***Exhibit A*** hereto, in connection with the consummation of the Transaction contemplated by the Transaction Agreement.

10. *Securities Laws Matters.* Prior to or at the Closing, the Company shall take all steps necessary to cause the acquisition of the Purchased Securities contemplated hereby by such Subscriber or any of its assignees who is subject to the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934 (the "*Exchange Act*") with respect to the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act.

11. *Use of Funds.* The Company shall use the proceeds received in respect of the Purchase Price solely for the purposes of consummating the Transaction (including costs and expenses associated therewith), to subscribe for membership interests in AdaptHealth pursuant to the terms of the Transaction Agreement, and for general corporate purposes in furtherance of the business of the Company.

12. *No Recourse.*

(a) Notwithstanding anything that may be expressed or implied in this Subscription Agreement or any document or instrument delivered in connection herewith, the Company, by its acceptance of this Subscription Agreement, covenants, agrees and acknowledges that (a) no person other than the Subscribers and Company shall have any obligation hereunder, (b) no recourse hereunder or under any documents or instruments delivered in connection with this Subscription Agreement or the transactions referenced herein (whether or not consummated) shall be had against any Non-Recourse Party of either Subscriber, whether by the enforcement of any judgment or assessment or by any legal, equitable, investigative or arbitral proceeding, or by virtue of any statute, regulation or other applicable law (including common law), and (c) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Non-Recourse Party of either Subscriber, for any obligations of either Subscriber under this Subscription Agreement or any documents or instruments delivered in connection with this Subscription Agreement or the transactions referenced herein (whether or not consummated) or for any Proceeding based on, in respect of, or by reason of such obligations or by their creation, in each case whether based on contract, tort, strict liability, other laws (including common law) or otherwise, and whether by

piercing the corporate veil, by a claim by or on behalf of a party hereto or another person or otherwise.

(b) For purposes of this *Section 12*, "*Non-Recourse Party*" means with respect to a Subscriber, its affiliates, and its and their former, current and future directors, managers, trustees, officers, employees, agents and affiliates (both direct and indirect), the former, current and future, direct and indirect holders of any equity interests or securities of the foregoing (whether such holder is a limited or general partner, member, stockholder or otherwise), the former, current or future assignees of the foregoing and the former, current or future directors, managers, trustees, officers, employees, agents, general or limited partners, managers, members, stockholders, affiliates, controlling persons, representatives or assignees of the foregoing (but in each case excluding (i) such Subscriber in its capacity as such, and (ii) the Company).

13. *Termination.* This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) the termination of the Transaction Agreement, (b) the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (c) if any of the conditions to Closing set forth in *Section 4* of this Subscription Agreement are not satisfied or waived on or prior to the Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Closing and the Closing nevertheless occurs, or (d) the satisfaction of the conditions to closing set forth in *Section 4* of this Subscription Agreement becomes impossible; *provided* that nothing herein will relieve any party from liability for any Willful Breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Company shall promptly notify each Subscriber of the termination of the Transaction Agreement promptly after the termination of such agreement.

14. *Trust Account Waiver.* Each Subscriber acknowledges that the Company is a blank check company with the powers and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving the Company and one or more businesses or assets. Each Subscriber further acknowledges that, as described in the Company's prospectus relating to its initial public offering dated February 15, 2018 (the "*Prospectus*") available at www.sec.gov, substantially all of the Company's assets consist of the cash proceeds of the Company's initial public offering and private placements of its securities, and substantially all of those proceeds have been deposited in a trust account (the "*Trust Account*") for the benefit of the Company, its public shareholders and the underwriters of the Company's initial public offering. For and in consideration of the Company entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, each Subscriber hereby waives with respect to the Purchased Securities any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement. Upon the consummation of the Transaction and the disbursement of the funds contained in the Trust Account, this *Section 14* shall no longer have any force and effect.

15. *Miscellaneous.*

(a) Neither this Subscription Agreement nor any obligations hereunder nor any rights that may accrue to a Subscriber hereunder may be transferred or assigned without the prior written consent of the Company; *provided*, that either Subscriber may assign its rights hereunder in whole or in part to any of its Affiliates; *provided further*, that any such assignee shall be required, as a condition to receipt of any Purchased Securities, to enter into a written agreement agreeing to be bound by the restrictions contained in *Section 8*. For the avoidance of doubt, any such assignment shall not relieve the assigning Subscriber of any of its obligations hereunder. Any purported assignment of this Subscription Agreement in violation of this *Section 15(a)* shall be null and void.

(b) The Company may request from each Subscriber such additional information as the Company may deem necessary to evaluate the eligibility of such Subscriber to acquire the Purchased Securities, and such Subscriber shall provide such information as may reasonably be requested, to the extent readily available and to the extent consistent with its internal policies and procedures.

(c) Each Subscriber acknowledges that the Company and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Closing, (i) each Subscriber agrees to promptly notify the Company if any of such Subscriber's acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate and (ii) the Company agrees to promptly notify each Subscriber if any of the Company's acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate. Each Subscriber agrees that each purchase by such Subscriber of Purchased Securities from the Company will constitute a reaffirmation of the acknowledgments, understandings, agreements, representations and warranties herein (as modified by any such notice) by such Subscriber as of the time of such purchase.

(d) Each of the Company and the Subscribers is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

(e) Notwithstanding anything to the contrary herein, all the covenants, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing.

(f) This Subscription Agreement may not be modified, waived or terminated except by an instrument in writing, signed by the party against whom enforcement of such modification, waiver, or termination is sought.

(g) This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof, including, without limitation, the Original Subscription Agreement. This Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successor and assigns.

(h) This Subscription Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person. Notwithstanding the foregoing, Non-Recourse Parties shall be entitled to the benefits of, and shall have the right to enforce, *Section 12* of this Subscription Agreement.

(i) Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(j) If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(k) This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the

same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

(l) Each Subscriber shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

(m) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

(n) THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD OTHERWISE REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER STATE. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION PURSUANT TO THIS SUBSCRIPTION AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, such Subscriber has executed or caused this Amended and Restated Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

DEERFIELD PRIVATE DESIGN FUND IV, L.P.
By: Deerfield Mgmt IV, L.P., General Partner
By: J.E. Flynn Capital IV, LLC, General Partner

By /s/ DAVID J. CLARK
Name: David J. Clark
Title: *Authorized Signatory*
Date: October 15, 2019

[Signature Page to Subscription Agreement]

IN WITNESS WHEREOF, such Subscriber has executed or caused this Amended and Restated Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

RAB VENTURES (DFB) LLC

By /s/ RICHARD A. BARASCH
Name: Richard A. Barasch
Title: *Manager*
Date: October 15, 2019

[Signature Page to Subscription Agreement]

IN WITNESS WHEREOF, DFB Healthcare Acquisitions Corp. has accepted this Amended and Restated Subscription Agreement as of the date set forth below.

DFB HEALTHCARE ACQUISITIONS CORP.

By /s/ CHRIS WOLFE
Name: Chris Wolfe
Title: *Chief Financial Officer*
Date:

[Signature Page to Subscription Agreement]

SCHEDULE A
ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act).

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS
(Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act. for one or more of the following reasons (Please check the applicable subparagraphs):

☐ We are a bank, as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or a fiduciary capacity.

☐ We are a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended.

☐ We are an insurance company, as defined in Section 2(13) of the Securities Act.

☐ We are an investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that act.

☐ We are a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ We are a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if the plan has total assets in excess of $5 million.

☐ We are an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is being made by a plan fiduciary, as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, an insurance company, or a registered investment adviser, or if the employee benefit plan has total assets in excess of $5 million.

☐ We are a private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

☐ We are a corporation, Massachusetts or similar business trust, or partnership, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that was not formed for the specific purpose of acquiring the Securities, and that has total assets in excess of $5 million.

☐ We are a trust with total assets in excess of $5 million not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ We are an entity in which all of the equity owners are accredited investors.

C. AFFILIATE STATUS
(Please check the applicable box)

THE INVESTOR:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company.

This page should be completed by the Investor and constitutes a part of the Subscription Agreement

EXHIBIT A

FORM OF
REGISTRATION RIGHTS AGREEMENT

[See attached]

Exhibit 10.2

Deerfield/RAB Ventures, LLC
780 Third Avenue
New York, NY 10017

October 15, 2019

DFB Healthcare Acquisitions Corp.
780 Third Avenue
New York, NY 10017
Attention: Chris Wolfe

AdaptHealth Holdings, LLC
122 Mill Road
Phoenixville, PA 19460
Attention: Chris Joyce

Re: ***Amended and Restated Agreement Re: Assignment of Founder Shares and Warrants***

Ladies and Gentlemen:

This letter (this "***Letter Agreement***") is being delivered to you in connection with that certain Agreement and Plan of Merger, dated as of July 8, 2019, by and among DFB Healthcare Acquisitions Corp., a Delaware corporation ("***DFB Healthcare***"), Access Point Medical, Inc., a Delaware corporation, Clifton Bay Offshore Investments L.P., a British Virgin Islands limited partnership, BM AH Holdings, LLC, a Delaware limited liability company, BlueMountain Foinaven Master Fund L.P., a Cayman Islands exempted limited partnership, BMSB L.P., a Delaware limited partnership, BlueMountain Fursan Fund L.P., a Cayman Islands exempted limited partnership, DFB Merger Sub LLC, a Delaware limited liability company, AdaptHealth Holdings, LLC, a Delaware limited liability company (the "***AdaptHealth***"), and AH Representative LLC, a Delaware limited liability company, as the Company Unitholders' Representative, as amended by that certain Amendment No. 1 dated October 15, 2019 (as so amended, the "***Merger Agreement***"). This Letter Agreement amends, restates and supersedes in its entirety that certain letter agreement, dated July 8, 2019, entered into by among the parties hereto with respect to the assignment of Founder Shares and Warrants (the "***Original Letter Agreement***").

In order to induce DFB Healthcare and AdaptHealth to enter into the Merger Agreement and proceed with the consummation of the transactions (the "***Transactions***") contemplated by the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Deerfield/RAB Ventures, LLC (the "***Sponsor***") hereby agrees with DFB Healthcare and AdaptHealth as follows:

1. The Sponsor agrees that it shall, immediately prior to the consummation of the Transactions, transfer and assign to AdaptHealth (or such other equityholder or employee of AdaptHealth as AdaptHealth shall designate prior to the consummation of the Transactions pursuant to Section 4 of this Letter Agreement), for no consideration, such number of shares of common stock of DFB Healthcare ("***Transferred Shares***") and such number of warrants ("***Transferred Warrants***") to purchase such number of shares of common stock of DFB Healthcare (with each Warrant exercisable for one-third of a share of common stock of DFB Healthcare) determined based on the total number of Purchased Securities, as such term is defined in that certain Amended and Restated Subscription Agreement, dated as of the date hereof, by and

among DFB Healthcare, Deerfield Private Design Fund IV, L.P., a Delaware limited partnership, and RAB Ventures (DFB) LLC, a Delaware limited liability company, as follows:

(a) If the total number of Purchased Securities is equal to or less than 10,000,000, then the number of Transferred Shares shall be 2,500,000 and the number of Transferred Warrants shall be 1,733,333;

(b) If the total number of Purchased Securities is equal to 12,500,000, then the number of Transferred Shares shall be 2,437,500 and the number of Transferred Warrants shall be 1,690,000; and

(c) If the total number of Purchased Securities is greater than 10,000,000 but less than 12,500,000, then (1) the number of Transferred Shares shall be 2,437,500 *plus* the product of (A) the Applicable Percentage (as defined below) and (B) 62,500, and (2) the number of Transferred Warrants shall be 1,690,000 plus the product of (A) the Applicable Percentage (as defined below) and (B) 43,333 (in each case, rounded to the nearest whole number of Transferred Shares or Transferred Warrants, as applicable). As used in this subsection (c), "***Applicable Percentage***" means (x) the number of Purchased Securities in excess of 10,000,000 *divided by* (y) 2,500,000.

The Sponsor hereby authorizes DFB Healthcare to take such actions as shall be necessary to evidence such transfer as of immediately prior to the consummation of the Transactions, including by causing to be updated the stock and warrant transfer records of DFB Healthcare to reflect such transfers. AdaptHealth acknowledges and agrees that (a) the Transferred Shares and Transferred Warrants constitute Founder Shares and Private Placement Warrants, as such terms are defined in that certain letter agreement, dated February 15, 2018 (the "***Letter Agreement***"), to which the Sponsor and DFB are parties, and (b) AdaptHealth (and/or any other recipient of Transferred Shares and/or Transferred Warrants pursuant hereto) will be subject to all of the restrictions on transfer applicable to the Founder Shares and the Private Placement Warrants that the Sponsor is subject to pursuant to the terms of the Letter Agreement, and hereby agrees to be bound by such restrictions as if it were a party thereto.

2. This Letter Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby (including, without limitation, the Original Letter Agreement"). This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

3. This Letter Agreement shall terminate automatically upon the termination of the Merger Agreement.

4. No party hereto may assign either this Letter Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other parties; provided, that, notwithstanding the foregoing, (a) a portion of the Transferred Shares may be transferred and assigned by one or more of the officers and directors of DFB Healthcare in lieu of the Sponsor and (b) AdaptHealth shall be entitled to assign the right to receive any Transferred Shares or Transferred Warrants to any equityholder or employee of AdaptHealth by delivering to DFB Healthcare a schedule thereof in the form of *Exhibit A* hereto at least two (2) Business Days prior to the consummation of the Transactions; provided that any such assignee shall be required, as a condition to receipt of any Transferred Shares or Transferred Warrants, to enter into a written agreement agreeing to be bound by the restrictions contained in the Letter Agreement with respect to such Transferred Shares and/or Transferred Warrants, as applicable. Any purported assignment in violation of this paragraph shall be

void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the Sponsor and its respective successors and permitted assigns to whom the Sponsor transfers shares of DFB Healthcare in compliance with this Letter Agreement. Any transfer made in contravention of this Letter Agreement shall be null and void.

5. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in any Delaware Chancery Court, and irrevocably submits to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waives any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

6. This Letter Agreement may be executed and delivered (including by facsimile transmission or by electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

DEERFIELD/RAB VENTURES, LLC

By: /s/ RICHARD A. BARASCH
Name: Richard A. Barasch
Title: *Manager*

Acknowledged and Agreed:

DFB HEALTHCARE ACQUISITION CORP.

By: /s/ CHRIS WOLFE
Name: Chris Wolfe
Title *Chief Financial Officer*

ADAPTHEALTH HOLDINGS, LLC

By: /s/ LUKE MCGEE
Name: Luke McGee
Title *Chief Executive Officer*

EXHIBIT A

Transferee	Number of Shares of Common Stock to be Transferred	Number of Warrants to be Transferred