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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number: 001-38399

AdaptHealth Corp.

(Exact name of registrant as specified in its charter)

Delaware	**82-3677704**
(State of Other Jurisdiction of incorporation or Organization)	(I.R.S. Employer Identification No.)
555 East North Lane, Suite 5075, Conshohocken, Pennsylvania	**19428**
(Address of principal executive offices)	(Zip code)

Registrant's telephone number, including area code: (610) 424-4515

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

Title of Each Class	Trading Symbol(s)	Name Of Each Exchange On Which Registered
Common Stock, par value $0.0001 per share	**AHCO**	**The Nasdaq Stock Market LLC**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.0405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of May 1, 2026, there were 136,054,152 shares of the Registrant's Common Stock issued and outstanding.

ADAPTHEALTH CORP.

FORM 10-Q
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CAUTIONARY STATEMENT

In this Quarterly Report on Form 10-Q, including "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" in Part I Item 2, and the documents incorporated by reference herein, we make forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements relate to expectations for future financial performance, business strategies or expectations for our business. These statements may be preceded by, followed by or include the words "may," "might," "will," "will likely result," "should," "estimate," "plan," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "continue," "target" or similar expressions.

These forward-looking statements are based on information available to us as of the date they were made, and involve a number of risks and uncertainties which may cause them to turn out to be wrong. Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date, and we do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. As a result of a number of known and unknown risks and uncertainties, our actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ include:

- competition and the ability of our business to grow and manage profitable growth;
- fluctuations in the U.S. and/or global stock markets;
- the possibility that we may be adversely affected by other economic, business, and/or competitive factors;
- changes in applicable laws or regulations;
- failure to consummate or realize the expected benefits of acquisitions; and
- other risks and uncertainties set forth in this Form 10-Q.

Investors should carefully consider the foregoing factors and the other risks and uncertainties that may affect our business including those outlined under Item 1A, Risk Factors, in our most recent annual report on Form 10-K and our quarterly reports on Form 10-Q.

PART I – FINANCIAL INFORMATION

Item 1. Interim Consolidated Financial Statements

ADAPTHEALTH CORP. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)
(UNAUDITED)

	March 31, 2026	December 31, 2025
Assets		
Current assets:		
Cash	$ 47,964	$ 106,136
Accounts receivable	391,966	370,897
Inventory	159,269	151,247
Prepaid and other current assets	88,277	100,619
Total current assets	687,476	728,899
Equipment and other fixed assets, net	622,185	509,956
Operating lease right-of-use assets	122,972	111,968
Finance lease right-of-use assets	49,918	52,300
Goodwill	2,567,365	2,541,428
Identifiable intangible assets, net	80,232	85,121
Deferred income taxes, net	275,061	267,786
Other assets	18,798	19,119
Total Assets	$ 4,424,007	$ 4,316,577
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 601,392	$ 553,700
Current portion of long-term debt	24,375	20,313
Current portion of operating lease obligations	34,035	30,728
Current portion of finance lease obligations	19,863	17,702
Contract liabilities	59,729	59,843
Other liabilities	3,893	30,106
Total current liabilities	743,287	712,392
Long-term debt, less current portion	1,798,902	1,715,983
Operating lease obligations, less current portion	93,528	85,470
Finance lease obligations, less current portion	30,004	32,604
Other long-term liabilities	243,805	243,804
Total Liabilities	2,909,526	2,790,253
Commitments and contingencies (note 15)		
Stockholders' Equity:		
Common Stock, par value of $0.0001 per share, 300,000,000 shares authorized; 136,013,322 and 135,450,364 shares issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	14	13
Preferred Stock, par value of $0.0001 per share, 5,000,000 shares authorized; 124,060 shares issued and outstanding as of March 31, 2026 and December 31, 2025	1	1
Treasury stock, at cost (2,935,035 shares at March 31, 2026 and December 31, 2025)	(25,548)	(25,548)
Additional paid-in capital	2,181,619	2,176,990
Accumulated deficit	(649,012)	(632,972)
Accumulated other comprehensive income	—	78
Total stockholders' equity attributable to AdaptHealth Corp.	1,507,074	1,518,562
Noncontrolling interest in subsidiary	7,407	7,762
Total Stockholders' Equity	1,514,481	1,526,324
Total Liabilities and Stockholders' Equity	$ 4,424,007	$ 4,316,577

See accompanying notes to unaudited interim consolidated financial statements.

ADAPTHEALTH CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(IN THOUSANDS, EXCEPT PER SHARE DATA)
(UNAUDITED)

	Three Months Ended March 31,	
	2026	**2025**
Net revenue	$ 819,799	$ 777,882
Costs and expenses:		
Cost of net revenue	708,298	657,444
General and administrative expenses	95,908	86,854
Depreciation and amortization, excluding patient equipment depreciation	10,104	10,414
Total costs and expenses	814,310	754,712
Operating income	5,489	23,170
Interest expense, net	25,594	28,399
Loss before income taxes	(20,105)	(5,229)
Income tax (benefit) expense	(5,232)	850
Net loss	(14,873)	(6,079)
Income attributable to noncontrolling interest	1,167	1,128
Net loss attributable to AdaptHealth Corp.	$ (16,040)	$ (7,207)
Weighted average common shares outstanding - basic	135,779	134,799
Weighted average common shares outstanding - diluted	135,779	134,799
Basic net loss per share (note 12)	$ (0.12)	$ (0.05)
Diluted net loss per share (note 12)	$ (0.12)	$ (0.05)

See accompanying notes to unaudited interim consolidated financial statements.

ADAPTHEALTH CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(IN THOUSANDS)
(UNAUDITED)

	Three Months Ended March 31,	
	2026	**2025**
Net loss	$ (14,873)	$ (6,079)
Other comprehensive income (loss):		
Change in fair value of interest rate swaps, inclusive of reclassification adjustment, net of tax	(78)	(675)
Comprehensive loss	(14,951)	(6,754)
Income attributable to noncontrolling interest	1,167	1,128
Comprehensive loss attributable to AdaptHealth Corp.	$ (16,118)	$ (7,882)

See accompanying notes to unaudited interim consolidated financial statements.

ADAPTHEALTH CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(IN THOUSANDS)
(UNAUDITED)

	Common Stock		Preferred Stock		Treasury Stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive income	Noncontrolling interest in subsidiary	Total
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance, December 31, 2025	135,450	$ 13	124	$ 1	2,935	$ (25,548)	$2,176,990	$ (632,972)	$ 78	$ 7,762	$1,526,324
Equity-based compensation	485	1	—	—	—	—	6,532	—	—	—	6,533
Exercise of stock options	31	—	—	—	—	—	—	—	—	—	—
Payments for tax withholdings from vesting of restricted stock units and stock option exercises	—	—	—	—	—	—	(2,367)	—	—	—	(2,367)
Common Stock issued in connection with employee stock purchase plan	47	—	—	—	—	—	464	—	—	—	464
Distribution to non-controlling interest	—	—	—	—	—	—	—	—	—	(1,522)	(1,522)
Net (loss) income	—	—	—	—	—	—	—	(16,040)	—	1,167	(14,873)
Change in fair value of interest rate swaps, inclusive of reclassification adjustment, net of tax	—	—	—	—	—	—	—	—	(78)	—	(78)
Balance, March 31, 2026	136,013	$ 14	124	$ 1	2,935	$ (25,548)	$2,181,619	$ (649,012)	$ —	$ 7,407	$1,514,481

	Common Stock		Preferred Stock		Treasury Stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive income	Noncontrolling interest in subsidiary	Total
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance, December 31, 2024	134,602	$ 13	124	$ 1	2,935	$ (25,548)	$2,156,604	$ (562,178)	$ 2,253	$ 6,973	$1,578,118
Equity-based compensation	280	—	—	—	—	—	5,296	—	—	—	5,296
Payments for tax withholdings from vesting of restricted stock units	—	—	—	—	—	—	(1,324)	—	—	—	(1,324)
Common Stock issued in connection with employee stock purchase plan	59	—	—	—	—	—	564	—	—	—	564
Distribution to non-controlling interest	—	—	—	—	—	—	—	—	—	(2,046)	(2,046)
Net (loss) income	—	—	—	—	—	—	—	(7,207)	—	1,128	(6,079)
Change in fair value of interest rate swaps, inclusive of reclassification adjustment, net of tax	—	—	—	—	—	—	—	—	(675)	—	(675)
Balance, March 31, 2025	134,941	$ 13	124	$ 1	2,935	$ (25,548)	$2,161,140	$ (569,385)	$ 1,578	$ 6,055	$1,573,854

See accompanying notes to unaudited interim consolidated financial statements.

ADAPTHEALTH CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS)
(UNAUDITED)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net loss	$ (14,873)	$ (6,079)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization, including patient equipment depreciation	106,469	94,345
Equity-based compensation	6,532	5,296
Reduction in the carrying amount of operating lease right-of-use assets	10,659	7,490
Reduction in the carrying amount of finance lease right-of-use assets	5,046	3,374
Deferred income tax benefit	(5,600)	(776)
Amortization of deferred financing costs	1,186	1,283
Writeoff of fixed assets	691	—
Other	(786)	—
Changes in operating assets and liabilities, net of effects from acquisitions:		
Accounts receivable	(21,069)	(15,429)
Inventory	(7,751)	9,159
Prepaid and other assets	11,913	194
Operating lease obligations	(10,298)	(7,861)
Operating liabilities	11,603	4,531
Net cash provided by operating activities	93,722	95,527
Cash flows from investing activities:		
Purchases of equipment and other fixed assets	(121,212)	(95,585)
Payments for business acquisitions	(84,683)	—
Proceeds from the sale of assets	1,439	—
Net cash used in investing activities	(204,456)	(95,585)
Cash flows from financing activities:		
Proceeds from borrowings on lines of credit	100,000	—
Repayments on long-term debt and lines of credit	(14,063)	(25,000)
Repayments of finance lease obligations	(3,104)	(3,221)
Proceeds received in connection with employee stock purchase plan	464	564
Payments relating to the Tax Receivable Agreement	(26,846)	(25,012)
Distributions to noncontrolling interests	(1,522)	(2,046)
Payments for tax withholdings from vesting of restricted stock units	(2,367)	(1,324)
Net cash provided by (used in) financing activities	52,562	(56,039)
Net decrease in cash	(58,172)	(56,097)
Cash at beginning of period	106,136	109,747
Cash at end of period	$ 47,964	$ 53,650
Supplemental disclosures:		
Cash paid for interest	$ 43,080	$ 45,969
Cash (refunded) paid for income taxes	(12,287)	42
Noncash investing and financing activities:		
Unpaid equipment and other fixed asset purchases at end of period	$ 102,503	$ 58,250
Assets subject to operating lease obligations	19,441	3,483
Operating lease obligations	(19,441)	(3,483)
Write-off of assets subject to operating lease obligations	(450)	(2,232)
Write-off of operating lease obligations	450	2,232
Assets subject to finance lease obligations	3,157	7,388
Finance lease obligations	(3,157)	(7,388)
Write-off of assets subject to finance lease obligations	(492)	(678)
Write-off of finance lease obligations	492	678

See accompanying notes to unaudited interim consolidated financial statements.

ADAPTHEALTH CORP. AND SUBSIDIARIES

Notes to Interim Consolidated Financial Statements (Unaudited)

(1) General Information

AdaptHealth Corp. and subsidiaries ("AdaptHealth" or "the Company") is a national leader in providing patient-centered, healthcare-at-home solutions including home medical equipment ("HME"), medical supplies, and related services. AdaptHealth services beneficiaries of Medicare, Medicaid and commercial insurance payors. The Company operates under four reportable segments that align with its product categories: (i) Sleep Health, (ii) Respiratory Health, (iii) Diabetes Health, and (iv) Wellness at Home. The Sleep Health segment provides sleep therapy equipment, supplies and related services (including continuous positive airway pressure and BiLevel services) to individuals for the treatment of obstructive sleep apnea. The Respiratory Health segment provides oxygen and home mechanical ventilation equipment and supplies and related chronic therapy services to individuals for the treatment of respiratory diseases, such as chronic obstructive pulmonary disease and chronic respiratory failure. The Diabetes Health segment provides medical devices, including continuous glucose monitors ("CGM") and insulin pumps, and related services to patients for the treatment of diabetes. The Wellness at Home segment provides home medical equipment and services to patients in their homes including those who have been discharged from acute care and other facilities. The segment tailors a service model to patients who are adjusting to new lifestyles or navigating complex disease states by providing essential medical supplies and durable medical equipment.

The interim consolidated financial statements are unaudited, but reflect all normal recurring adjustments that are, in the opinion of management, necessary to fairly present the information set forth herein. The interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025. Interim results are not necessarily indicative of the results for a full year.

There have been no material changes in the Company's significant accounting policies as compared to the significant accounting policies described in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

(a) Basis of Presentation

The interim consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). In the opinion of management, the interim consolidated financial statements include all necessary adjustments for a fair presentation of the financial position and results of operations for the periods presented.

(b) Basis of Consolidation

The accompanying interim consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

(c) Business Segments

Operating segments are defined as components of a public entity for which discrete financial information is available that is evaluated regularly by the Chief Operating Decision Maker ("CODM") for purposes of allocating resources and evaluating financial performance. The Company's CODM is its Chief Executive Officer. The Company is organized under four reportable segments that align to the Company's product categories: Sleep Health, Respiratory Health, Diabetes Health, and Wellness at Home. See Note 5, *Segment Information*, for more information on the Company's segments.

(d) Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and trade accounts receivable. The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

(e) Accounting Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and reported amounts of revenues and expenses during the reporting period. Management bases these estimates and assumptions upon historical experience, existing and known circumstances, authoritative accounting pronouncements and other factors that management believes to be reasonable. Significant areas requiring the use of management estimates relate to revenue recognition and the valuation of accounts receivable (implicit price concession), income taxes and the tax receivable agreement, equity-based compensation, long-lived assets, including goodwill and identifiable intangible assets, business combinations and contingencies. Actual results could differ from those estimates.

(f) Business Combinations

The Company applies the acquisition method of accounting for business acquisitions. The results of operations of the businesses acquired by the Company are included as of the respective acquisition date. The acquisition-date fair value of the consideration transferred, including the fair value of any contingent consideration, is allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of acquisition. To the extent the acquisition-date fair value of the consideration transferred exceeds the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed, such excess is allocated to goodwill. Upon initial recognition, the Company allocates goodwill to reportable units based on the reportable unit expected to benefit from the business combination. Patient relationships, medical records and patient lists are not reported as separate intangible assets due to regulatory requirements and lack of contractual agreements but are part of goodwill. Customer-related relationships are not reported as separate intangible assets but are part of goodwill as authorizing physicians are under no obligation to refer the Company's services to their patients, who are free to change physicians and service providers at any time. The Company may adjust the preliminary purchase price allocation, as necessary, as it obtains more information regarding asset valuations and liabilities assumed that existed but were not available at the acquisition date, which is generally up to one year after the acquisition closing date. Acquisition related expenses are recognized separately from the business combination and are expensed as incurred.

(g) Recoverability of Goodwill

The Company has a significant amount of goodwill on its balance sheet that resulted from the business acquisitions the Company has made. Goodwill is not amortized, rather, it is assessed at the reporting unit level for impairment annually and also upon the occurrence of a triggering event or change in circumstances indicating that the carrying value of goodwill may be impaired. A significant amount of judgment is involved in determining if an indicator of impairment has occurred. Such triggering events potentially warranting an annual or interim goodwill impairment assessment include, among other factors, declines in historical or projected reporting unit revenue, operating results or cash flows, and sustained decreases in the Company's stock price or market capitalization. Such changes in circumstance can include, among others, changes in the legal environment, reimbursement environment, operating performance, and/or future prospects. In addition, if applicable, a goodwill impairment test is also performed immediately before and after a reorganization of the Company's reporting structure when the reorganization would affect the composition of one or more of the Company's reporting units.

The Company performs its annual impairment assessment of goodwill during the fourth quarter of each year. The impairment assessment can be performed on either a qualitative or quantitative basis. The Company first assesses qualitative factors to determine whether it is necessary to perform a quantitative goodwill impairment test. Under the qualitative assessment, the Company is not required to calculate the fair value of a reporting unit unless the Company determines that it is more likely than not that its fair value is less than its carrying amount. If determined necessary, the Company applies the quantitative impairment test to identify and measure the amount of impairment, if any, by comparing the fair value of a reporting unit to its carrying amount, including goodwill. If under the quantitative test the fair value of a reporting unit is less than its carrying amount, then the amount of the impairment loss, if any, is determined based on the amount by which the carrying amount exceeds the fair value up to the total value of goodwill assigned to the reporting unit.

Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors, such as estimates of a reporting unit's fair value, and judgment about impairment triggering events. Fair values of the reporting units are estimated using a weighted methodology considering the output from both the income and market approaches. The income approach incorporates the use of a discounted cash flow ("DCF") analysis. A number of significant

assumptions and estimates are involved in the application of the DCF model to forecast operating cash flows, including revenue growth rates and discount rates. Several of these assumptions could vary among reporting units. The market approach is performed using the Guideline Public Companies method which is based on earnings multiple data. The Company performs a reconciliation between its market capitalization and its estimate of the aggregate fair value of the reporting units, including consideration of an estimated control premium. As a result, there can be no assurance that the estimates and assumptions made for purposes of the annual or interim goodwill impairment test will prove to be accurate predictions of the future.

(h) Gain or Loss on Disposals

From time to time, the Company may sell individual businesses when doing so aligns with its strategic priorities. When a business is sold, goodwill along with identified tangible and intangible assets and liabilities are netted against the sales proceeds to determine the associated gain or loss on disposal. Goodwill is allocated to the disposed business using the relative fair value of the disposed business to the associated reporting unit in which it was included. These transactions may include potential future payments that are contingent upon the achievement of certain conditions. The Company recognizes these future payments at the settlement amount as a gain when the condition for achievement is satisfied and the amounts are realized or realizable.

(i) Long-Lived Assets

The Company's long-lived assets, such as equipment and other fixed assets, operating lease right-of-use assets, finance lease right-of-use assets and definite-lived identifiable intangible assets, are assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset. The Company's tangible long-lived assets are located within the U.S.

Definite-lived identifiable intangible assets consist of tradenames and payor contracts. These assets are amortized using the straight-line method over their estimated useful lives, which reflects the pattern in which the economic benefits of the assets are expected to be consumed. In addition to consideration of impairment upon the events or changes in circumstances described above, management regularly evaluates the remaining useful lives of its long-lived assets. The following table summarizes the useful lives of the Company's identifiable intangible assets:

Tradenames	5 to 10 years
Payor contracts	10 years

The Company did not recognize any impairment charges on long-lived assets for the three months ended March 31, 2026 and 2025.

(j) Equity-based Compensation

The Company accounts for its equity-based compensation in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 718, *Compensation - Stock Compensation*, which establishes accounting for share-based awards exchanged for employee services and requires companies to expense the estimated fair value of these awards over the requisite employee service period. Equity-based compensation expense related to these grants is included within general and administrative expenses and cost of net revenue in the accompanying consolidated statements of operations. The Company measures and recognizes equity-based compensation expense for such awards based on their estimated fair values on the date of grant. For share-based awards with service only or service and performance conditions, the value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service period in the Company's consolidated financial statements. For share-based awards with only a service condition, equity-based compensation expense is recognized on a straight-line basis over the requisite service period. For awards with performance conditions, equity-based compensation expense is recognized straight-line on a tranche-by-tranche basis over the employees' requisite service period subject to management's estimation of the probability of vesting of such awards. If management determines that the performance conditions are no longer probable of achievement, the Company will reverse

the previously recognized equity-based compensation expense in the period of determination. For awards with market conditions, the grant-date fair value is estimated using a monte-carlo simulation analysis, which is recognized straight-line on a tranche-by-tranche basis over the employees' requisite service period regardless of whether or the extent to which the awards ultimately vest. The Company does not estimate forfeitures in connection with its accounting for equity-based compensation, and instead accounts for forfeitures as they occur. See Note 11, *Stockholders' Equity*, for additional information regarding the Company's equity-based compensation expense.

(k) Accounting for Leases

The Company accounts for its leases in accordance with FASB ASC Topic 842, *Leases* ("ASC 842"). ASC 842 requires the Company to recognize a lease liability, which represents the discounted obligation to make future minimum lease payments, and a corresponding right-of-use ("ROU") asset on its consolidated balance sheet for most leases, and disclose key information about leasing arrangements. ASC 842 applies to a number of arrangements to which the Company is a party.

Generally, upon the commencement of a lease, the Company will record a lease liability and a ROU asset. However, the Company has elected, for all underlying leases with initial terms of twelve months or less (known as short-term leases), to not recognize a lease liability or ROU asset. Lease liabilities are initially recorded at lease commencement as the present value of future lease payments. ROU assets are initially recorded at lease commencement as the initial amount of the lease liability, together with the following, if applicable: (i) initial direct costs incurred by the lessee and (ii) lease payments made to the lessor net of lease incentives received, prior to lease commencement.

Over the lease term, the Company generally increases its lease liabilities using the effective interest method and decreases its lease liabilities for lease payments made. For finance leases, amortization and interest expense are recognized separately in the consolidated statements of operations, with amortization expense generally recorded on a straight-line basis over the lease term and interest expense recorded using the effective interest method. For operating leases, a single lease cost is generally recognized in the consolidated statements of operations on a straight-line basis over the lease term unless an impairment has been recorded with respect to a leased asset. Lease costs for short-term leases not recognized in the consolidated balance sheets are recognized in the consolidated statements of operations on a straight-line basis over the lease term. Variable lease costs not initially included in the lease liability and ROU asset impairment charges are expensed as incurred. ROU assets are assessed for impairment, similar to other long-lived assets.

See Note 13, *Leases,* for additional information.

(l) Recently Adopted Accounting Pronouncements

In July 2025, the FASB issued ASU No. 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. The amendments provide a practical expedient permitting an entity to assume that conditions at the balance sheet date remain unchanged over the life of the asset when estimating expected credit losses for current accounts receivable and current contract assets. The amendments are effective for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. The Company adopted this standard during the first quarter of 2026, which did not have a material impact on its consolidated financial statements or disclosures.

(m) Recently Issued Accounting Pronouncements Not Yet Adopted

In September 2025, the FASB issued Accounting Standards Update (ASU) No. 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. This amendment modernizes the accounting for internal-use software costs by increasing the operability of the recognition guidance considering different methods of software development related to accounting for internal-use software costs. The amendment is effective for annual periods beginning after December 15, 2027, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact that this standard will have on its consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*, which requires new financial statement disclosures in tabular format, in the notes to the financial statements, of specified information about certain costs and expenses. This ASU will be effective

for annual periods beginning after December 15, 2026. Early adoption is permitted and is effective on either a prospective basis or retrospective basis. The Company is currently evaluating the impact that this standard will have on its consolidated financial statements and related disclosures.

In March 2024, the SEC issued its final climate disclosure rule, which requires registrants to provide climate-related disclosures in their annual reports and registration statements. The new disclosure requirements would have been effective for the Company beginning with its annual report for the year ending December 31, 2025. In April 2024, the SEC stayed its final climate rule to allow for a judicial review of pending legal challenges, and in March 2025, the SEC voted to end its defense of the rules and withdrew from the litigation. The Company is currently monitoring developments with respect to these rules, including whether they will become effective.

(2) Revenue Recognition and Accounts Receivable

Revenue Recognition

The Company generates revenues for services and related products that the Company provides to patients for home medical equipment, related supplies, and other items. The Company's revenues are recognized in the period in which services and related products are provided to customers and are recorded either at a point in time for the sale of supplies and consumables, over the fixed monthly service period for equipment, or in the month in which eligible members are entitled to receive healthcare services in connection with at-risk capitation arrangements.

Revenues are recognized when control of the promised good or service is transferred to customers, in an amount that reflects the consideration the Company expects to receive from patients or under reimbursement arrangements with Medicare, Medicaid and third-party payors, in exchange for those goods and services.

The Company determines the transaction price based on contractually agreed-upon amounts or rates, referred to as explicit price concessions, adjusted for estimates of variable consideration, such as implicit price concessions, based on historical reimbursement experience. The Company utilizes the expected value method to determine the amount of variable consideration, including implicit and explicit price concessions, that should be included to arrive at the transaction price, using contractual agreements and historical reimbursement experience. The Company applies a constraint to the transaction price, such that net revenue is recorded only to the extent that it is probable that a significant reversal in the amount of the cumulative revenue recognized will not occur in the future. If actual amounts of consideration ultimately received differ from the Company's estimates, the Company adjusts these estimates, which would affect net revenue in the period such adjustments become known.

Sales revenue is recognized upon transfer of control of products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Revenues for the sale of sleep therapy equipment supplies (including positive airway pressure ("PAP") resupply products), home medical equipment and related supplies (including wheelchairs, hospital beds and infusion pumps), diabetic medical devices and supplies (including CGM and insulin pumps), and other HME products and supplies are recognized when control of the promised good or service is transferred to customers, which is generally upon shipment for direct to consumer medical devices and supplies and upon delivery to the home for home medical equipment.

The Company provides certain equipment to patients which is reimbursed periodically in fixed monthly payments for as long as the patient is using the equipment and medical necessity continues (in certain cases, the fixed monthly payments are capped at a certain amount). The equipment provided to the patient is based upon medical necessity as documented by prescriptions and other documentation received from the patient's physician. The patient generally does not select the manufacturer or model of the equipment prescribed by their physician and delivered by the Company. Once initial delivery of this equipment is made to the patient for initial setup, a monthly billing process is established based on the initial setup service date. The Company recognizes the fixed monthly revenue ratably over the service period as earned, less estimated adjustments, and defers revenue for the portion of the monthly bill that is unearned. No separate revenue is earned from the initial setup process. Included in fixed monthly revenue are unbilled amounts for which the revenue recognition criteria had been met as of period-end but were not yet billed to the payor. The estimate of net unbilled fixed monthly revenue recognized is based on historical trends and estimates of future collectability.

The Company receives a per member per month ("PMPM") fee under certain at-risk capitation arrangements, which refers to a model in which the Company receives a PMPM fee from the third-party payor, and is responsible for managing a range of healthcare services and associated costs of its members. In at-risk capitation arrangements, the Company is responsible for the cost of contracted healthcare services required by those members in accordance with the terms of each agreement. Capitated revenue contracts with payors are generally multi-year arrangements and have a single monthly stand ready performance obligation to provide all aspects of necessary medical care to members for the contracted period in accordance with the scope of the agreements. The Company recognizes revenue in the month in which eligible members are entitled to receive healthcare services during the contract term.

The Company's billing system contains payor-specific price tables that reflect the fee schedule amounts in effect or contractually agreed upon by various government and commercial insurance payors for each item of equipment or supply provided to a customer. Revenues are recorded based on the applicable fee schedule. The Company has established a contractual allowance, referred to as an explicit price concession, to account for adjustments that result from differences between the payment amount received and the expected realizable amount. If the payment amount received differs from the net realizable amount, an adjustment is recorded to revenues in the period that these payment differences are determined. The Company reports revenues in its consolidated financial statements net of such adjustments.

The Company recognizes revenue in the consolidated statements of operations and contract assets on the consolidated balance sheets only when services have been provided. Since the Company has performed its obligation under the contract, it has unconditional rights to the consideration recorded as contract assets and therefore classifies those billed and unbilled contract assets as accounts receivable.

Fixed monthly payments that the Company receives from customers in advance of providing services represent contract liabilities. Such payments primarily relate to patients who are billed monthly in advance and are recognized over the period as earned.

The Company disaggregates net revenue from contracts with customers by payor type and by segment. The Company believes that disaggregation of net revenue into these categories depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. The payment terms and conditions within the Company's revenue-generating contracts vary by payor type and payor source. All of the Company's net revenues are derived from within the U.S.

The composition of net revenue by payor type for the three months ended March 31, 2026 and 2025 are as follows (in thousands):

	Three Months Ended March 31,	
	2026	2025
Insurance	$ 482,442	$ 454,227
Government	205,477	197,411
Patient pay	131,880	126,244
Net revenue	$ 819,799	$ 777,882

The composition of net revenue by segment for the three months ended March 31, 2026 and 2025 are as follows (in thousands):

	Three Months Ended March 31,	
	2026	2025
Net sales revenue:		
Sleep Health	$ 251,753	$ 241,171
Respiratory Health	8,257	8,261
Diabetes Health	136,622	134,386
Wellness at Home	75,812	111,704
Total net sales revenue	$ 472,444	$ 495,522
Net revenue from fixed monthly equipment reimbursements:		
Sleep Health	$ 81,624	$ 67,541
Respiratory Health	146,759	142,174
Diabetes Health	3,574	2,834
Wellness at Home	40,471	36,986
Total net revenue from fixed monthly equipment reimbursements	$ 272,428	$ 249,535
Net revenue from capitated revenue arrangements:		
Sleep Health	$ 25,118	$ 7,639
Respiratory Health	23,124	15,046
Diabetes Health	1,970	1,624
Wellness at Home	24,715	8,516
Total net revenue from capitated revenue arrangements	$ 74,927	$ 32,825
Total net revenue:		
Sleep Health	$ 358,495	$ 316,351
Respiratory Health	178,140	165,481
Diabetes Health	142,166	138,844
Wellness at Home	140,998	157,206
Total net revenue	$ 819,799	$ 777,882

Accounts Receivable

Due to the continuing changes in the healthcare industry and third-party reimbursement environment, certain estimates are required to record accounts receivable at their net realizable values. Inherent in these estimates is the risk that they will have to be revised or updated as additional information becomes available. The complexity of third-party billing arrangements and laws and regulations governing Medicare and Medicaid may result in adjustments to amounts originally recorded.

The Company performs a periodic analysis to review the valuation of accounts receivable and collectability of outstanding balances. Management's evaluation takes into consideration such factors as historical cash collections experience, business and economic conditions, trends in healthcare coverage, other collection indicators and information about specific receivables. The Company's evaluation also considers the age and composition of the outstanding amounts in determining their estimated net realizable value.

Receivables are considered past due when not collected by established due dates. Specific patient balances are written off after collection efforts have been followed and the account has been determined to be uncollectible. Revisions in receivable estimates are considered implicit price concession adjustments and are recognized as an adjustment to net revenue in the period of revision. The Company does not have any material bad debt expense.

Included in accounts receivable are earned but unbilled accounts receivable. Billing delays, ranging from several days to several weeks, can occur due to the Company's policy of compiling required payor specific documentation prior to billing for its services rendered. As of March 31, 2026 and December 31, 2025, the Company's unbilled accounts receivable was $61.5 million and $44.7 million, respectively.

(3) Acquisitions

The Company's acquisitions are accounted for using the acquisition method pursuant to the requirements of FASB ASC Topic 805, *Business Combinations ("ASC 805")*, and are included in the Company's consolidated financial statements since the respective acquisition date. See Note 1, *General Information - Business Combinations*, for more information on the Company's use of the acquisition method of accounting for business acquisitions.

During the three months ended March 31, 2026, the Company acquired certain assets from a previous provider in two separate transactions solely to facilitate the transition and servicing of the patients related to a newly awarded at-risk capitated contract which was earned organically. These transactions were accounted for as business combinations under ASC 805. The goodwill generated from these transactions is attributable to the operating efficiencies and expanded infrastructure needed to transition and serve the patients related to the newly awarded at-risk capitated contract. The goodwill recorded during the three months ended March 31, 2026 is expected to be deductible for tax purposes. The total consideration paid for these transactions consisted of cash payments of $84.7 million.

The Company allocated the consideration paid to the net assets acquired based on their estimated acquisition date fair values. Based upon management's evaluation, the consideration paid for these transactions during the three months ended March 31, 2026 was allocated as follows during the period (in thousands):

Inventory	$	272
Prepaid and other current assets		100
Equipment and other fixed assets		56,678
Other long term assets		46
Deferred tax assets		1,650
Operating lease right-of-use assets		2,673
Goodwill		25,937
Operating lease liabilities		(2,673)
Net assets acquired	$	84,683

The Company did not complete any acquisitions during the three months ended March 31, 2025.

(4) Equipment and Other Fixed Assets

Equipment and other fixed assets as of March 31, 2026 and December 31, 2025 are as follows (in thousands):

	March 31, 2026	December 31, 2025
Patient medical equipment	$ 1,040,473	$ 922,912
Computers and software	72,745	72,177
Delivery vehicles	17,652	14,498
Other	27,470	24,517
Gross carrying value	1,158,340	1,034,104
Less accumulated depreciation	(536,155)	(524,148)
Equipment and other fixed assets, net	$ 622,185	$ 509,956

For the three months ended March 31, 2026 and 2025, the Company recognized depreciation expense of $101.6 million and $89.2 million, respectively.

(5) Segment Information

The Company operates its business through four reportable segments that align to the Company's product categories: Sleep Health, Respiratory Health, Diabetes Health, and Wellness at Home. A description of the products and services provided within each of the Company's four reportable segments is provided below.

Sleep Health

The Sleep Health segment provides sleep therapy equipment, supplies and related services (including continuous positive airway pressure and BiLevel services) to individuals for the treatment of obstructive sleep apnea.

Respiratory Health

The Respiratory Health segment provides oxygen and home mechanical ventilation equipment and supplies and related chronic therapy services to individuals for the treatment of respiratory diseases, such as chronic obstructive pulmonary disease and chronic respiratory failure.

Diabetes Health

The Diabetes Health segment provides medical devices, including continuous glucose monitors and insulin pumps, and related services to patients for the treatment of diabetes.

Wellness at Home

The Wellness at Home segment provides home medical equipment and services to patients in their homes including those who have been discharged from acute care and other facilities. The segment tailors a service model to patients who are adjusting to new lifestyles or navigating complex disease states by providing essential medical supplies and durable medical equipment.

The CODM evaluates performance of the reportable segments based on Adjusted EBITDA, which is the primary measure of segment profitability. The CODM uses Adjusted EBITDA to evaluate segment operating performance, generate future operating plans, and to assist with the evaluation of strategic business decisions, including potential acquisitions or divestitures, and whether to invest in certain products or services. Adjusted EBITDA excludes interest expense, net, income tax expense (benefit), depreciation and amortization, including patient equipment depreciation, equity-based compensation expense, litigation settlement expense, and certain other non-recurring items of expense or income that the Company does not consider part of its reportable segments' core operating results. Adjusted EBITDA includes certain centrally incurred corporate and shared function costs, which are allocated to the reportable segments based on methodologies designed to

correlate with each segment's consumption of the related cost. Segment assets are not regularly provided to the CODM and therefore have not been disclosed.

The following tables present segment net revenue, significant segment expenses, and other segment items that are included in the Company's reported measure of segment profit or loss for the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31, 2026				
	Sleep Health	Respiratory Health	Diabetes Health	Wellness at Home	Total
Net revenue	$ 358,495	178,140	142,166	140,998	$ 819,799
Less:					
Cost of product and supplies (a)	114,337	34,921	106,957	67,948	324,163
Labor cost (a) (b)	102,671	55,238	14,468	39,329	211,706
Other operating expenses (a) (c)	41,060	18,302	2,132	13,616	75,110
Other segment items (d)	37,730	19,638	14,468	15,791	87,627
Adjusted EBITDA	$ 62,697	$ 50,041	$ 4,141	$ 4,314	$ 121,193

	Three Months Ended March 31, 2025				
	Sleep Health	Respiratory Health	Diabetes Health	Wellness at Home	Total
Net revenue	$ 316,351	165,481	138,844	157,206	$ 777,882
Less:					
Cost of product and supplies (a)	108,199	34,054	104,069	80,554	326,876
Labor cost (a) (b)	80,720	54,059	12,977	34,547	182,303
Other operating expenses (a) (c)	32,805	14,826	1,856	13,569	63,056
Other segment items (d)	31,000	17,064	13,554	16,091	77,709
Adjusted EBITDA	$ 63,627	$ 45,478	$ 6,388	$ 12,445	$ 127,938

(a) These expense categories align with the segment-level information that is regularly provided to the CODM and are considered significant to the segment in accordance with ASU No. 2023-07, *Segment Reporting* ("Topic 280"). The expense categories included in the tables above exclude amounts for patient equipment depreciation since these amounts are not reflected in the segment measure of profit or loss. Refer to the section below, titled *Patient Equipment Depreciation*, for discussion of such amounts.

(b) Excludes salaries, labor and benefits for corporate employees. Salaries, labor and benefits for corporate employees are included within Other segment items.

(c) Other operating expenses primarily include costs relating to rent and occupancy, facilities, fleet, and other operating costs.

(d) Other segment items include allocated costs related to various general and administrative functions, including revenue cycle management, customer service, technology and communications, sales and marketing, billings and collections, accounting and finance, executive administration, human resources, information technology and legal and compliance.

ADAPTHEALTH CORP. AND SUBSIDIARIES

Notes to Interim Consolidated Financial Statements (Unaudited) (Continued)

The following table presents a reconciliation of total Adjusted EBITDA to consolidated loss before income taxes for the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Total Adjusted EBITDA	$ 121,193	$ 127,938
Interest expense, net	(25,594)	(28,399)
Depreciation and amortization, including patient equipment depreciation	(106,469)	(94,345)
Equity-based compensation expense (a)	(6,532)	(5,296)
Litigation settlement expense (b)	(500)	—
Other non-recurring expenses, net (c)	(2,203)	(5,127)
Loss before income taxes	$ (20,105)	$ (5,229)

(a) Represents equity-based compensation expense for awards granted to employees and non-employee directors.

(b) Represents an expense to settle a shareholder derivative complaint.

(c) The expense for the three months ended March 31, 2026 consists of $1.6 million of consulting expenses associated with asset dispositions and $0.9 million of transaction costs associated with acquisitions, partially offset by $0.3 million of other net non-recurring income. The expense for the three months ended March 31, 2025 consists of $2.3 million of consulting expenses associated with asset dispositions, $1.6 million of consulting expenses associated with systems implementation activities, and $1.2 million of other non-recurring expenses.

Patient Equipment Depreciation

The following table presents the amounts of patient equipment depreciation by reportable segment for the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Patient equipment depreciation:		
Sleep Health	$ 44,460	$ 38,205
Respiratory Health	33,057	31,116
Diabetes Health	2,634	2,270
Wellness at Home	16,214	12,340
Total patient equipment depreciation (1)	$ 96,365	$ 83,931

(1) Patient equipment depreciation is included in Cost of net revenue in the accompanying consolidated statements of operations. Patient equipment depreciation is not reflected in the segment measure of profit or loss but the CODM regularly reviews this information by reportable segment.

(6) Goodwill and Identifiable Intangible Assets

Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized.

The change in the carrying amount of goodwill by reportable segment for the three months ended March 31, 2026 was as follows (in thousands):

	Sleep Health	Respiratory Health	Diabetes Health	Wellness at Home	Total Goodwill
Balance at December 31, 2025	$ 1,595,083	$ 682,011	$ 83,801	$ 180,533	$ 2,541,428
Goodwill from acquisitions (note 3)	3,631	10,645	—	11,661	25,937
Balance at March 31, 2026	$ 1,598,714	$ 692,656	$ 83,801	$ 192,194	$ 2,567,365

Management is required to perform an assessment of the recoverability of goodwill on an annual basis and upon the occurrence of a triggering event. Triggering events potentially warranting an interim goodwill impairment assessment include, among other factors, declines in historical or projected reporting unit revenue, operating results or cash flows, and sustained decreases in the Company's stock price or market capitalization. While management cannot predict if or when future goodwill impairments may occur, a non-cash goodwill impairment charge could have a material adverse effect on the Company's operating results, net assets and the Company's cost of, or access to, capital.

The Company did not identify any triggering events indicating a possible impairment of goodwill at March 31, 2026.

Identifiable intangible assets that are separable and have determinable useful lives are valued separately and amortized over the period which reflects the pattern in which the economic benefits of the assets are expected to be consumed.

Identifiable intangible assets consisted of the following at March 31, 2026 and December 31, 2025 (in thousands):

	March 31, 2026	
		Weighted-Average Remaining Life (Years)
Tradenames, net of accumulated amortization of $64,402	$ 44,898	4.7
Payor contracts, net of accumulated amortization of $46,666	35,334	4.3
Identifiable intangible assets, net	$ 80,232	

	December 31, 2025	
		Weighted-Average Remaining Life (Years)
Tradenames, net of accumulated amortization of $61,564	$ 47,737	4.9
Payor contracts, net of accumulated amortization of $44,616	37,384	4.6
Identifiable intangible assets, net	$ 85,121	

Amortization expense related to identifiable intangible assets, which is included in depreciation and amortization, excluding patient equipment depreciation, in the accompanying statements of operations was $4.9 million and $5.2 million for the three months ended March 31, 2026 and 2025, respectively.

Future amortization expense related to identifiable intangible assets is estimated to be as follows (in thousands):

Twelve months ending March 31,	
2027	$ 18,454
2028	17,626
2029	17,626
2030	17,626
2031	8,900
Thereafter	—
Total	$ 80,232

The Company did not recognize any impairment charges related to identifiable intangible assets during the three months ended March 31, 2026 and 2025.

(7) Fair Value of Assets and Liabilities

FASB ASC Topic 820, *Fair Value Measurements and Disclosures* ("ASC 820"), creates a single definition of fair value, establishes a framework for measuring fair value in U.S. GAAP and expands disclosures about fair value measurements. Assets and liabilities adjusted to fair value in the balance sheet are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Level inputs, as defined by ASC 820, are as follows:

Level input	**Input Definition**
Level 1	Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.
Level 2	Inputs, other than quoted prices included in Level 1 that are observable for the asset or liability through corroboration with market data at the measurement date.
Level 3	Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date.

The following table presents the valuation of the Company's financial assets as of December 31, 2025 measured at fair value on a recurring basis. The fair value estimates presented herein are based on information available to management as of December 31, 2025. These estimates are not necessarily indicative of the amounts the Company could ultimately realize.

(in thousands)	**Level 1**	**Level 2**	**Level 3**
December 31, 2025			
Assets			
Interest rate swap agreements - short term	$ —	$ 104	$ —
Total assets measured at fair value	$ —	$ 104	$ —

Interest Rate Swaps

The Company has historically used interest rate swap agreements to manage interest rate risk by converting a portion of its variable rate borrowings to a fixed rate and recognized these derivative instruments as either assets or liabilities in the accompanying consolidated balance sheets at fair value. The valuation of these derivative instruments is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The fair value of the Company's

interest rate swaps is determined using the market standard methodology of netting the discounted future fixed cash payments and the discounted expected variable cash payments receipts. The variable cash receipts are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. To comply with the provisions of FASB ASC Topic 820, *Fair Value Measurement*, the Company incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Company has considered the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts and guarantees.

Although the Company has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with the Company's derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by the Company and the respective counterparties. The Company has determined that the significance of the impact of the credit valuation adjustments made to its derivative contracts, which determination was based on the fair value of each individual contract, was not significant to the overall valuation. As a result, all of the Company's derivatives held as of December 31, 2025 were classified as Level 2 of the fair value hierarchy. In January 2026, the Company's interest rate swaps matured and were not renewed. See Note 8, *Derivative Instruments and Hedging Activities*, for additional information regarding the Company's derivative instruments.

Non-Financial Assets Measured at Fair Value on a Non-Recurring Basis

During the three months ended March 31, 2026 and 2025, there were no fair value measurements on a non-recurring basis for the Company's non-financial assets.

(8) Derivative Instruments and Hedging Activities

The Company records all derivatives on its consolidated balance sheet at fair value. As of December 31, 2025, the Company had outstanding interest rate derivatives with third parties in which the Company pays a fixed interest rate and receives a rate equal to the one-month Secured Overnight Financing Rate ("Term SOFR"). The notional amount associated with the Company's interest rate swap agreements that were outstanding as of December 31, 2025 was $250 million. The Company has designated its swaps as effective cash flow hedges of interest rate risk. Accordingly, changes in the fair value of the interest rate swaps are recognized as a component of accumulated other comprehensive income within stockholders' equity and subsequently reclassified into interest expense in the same period during which the hedged transaction affects earnings. In January 2026, the Company's interest rate swaps matured and were not renewed.

The table below presents the fair value of the Company's derivatives related to its interest rate swap agreements, which are designated as hedging instruments, as well as their classification in the consolidated balance sheets at December 31, 2025 (in thousands):

Balance Sheet Location	December 31, 2025
Prepaid and other current assets	$ 104
Other assets	—
Total	$ 104

During the three months ended March 31, 2026 and 2025, as a result of the effect of cash flow hedge accounting, the Company recognized a loss, net of tax, of $0.1 million and $0.7 million, respectively, in other comprehensive income (loss).

(9) Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses as of March 31, 2026 and December 31, 2025 consisted of the following (in thousands):

	March 31, 2026	December 31, 2025
Accounts payable	$ 431,948	$ 352,381
Employee-related accruals	57,024	64,080
Litigation reserves	49,300	49,800
Accrued interest	9,819	28,447
Other	53,301	58,992
Total	$ 601,392	$ 553,700

(10) Debt

The following is a summary of long term-debt as of March 31, 2026 and December 31, 2025 (in thousands):

	March 31, 2026	December 31, 2025
Secured term loan	$ 310,938	$ 315,000
Revolving credit facility	100,000	—
Senior unsecured notes	1,425,000	1,435,000
Unamortized deferred financing fees	(12,661)	(13,704)
	1,823,277	1,736,296
Current portion	(24,375)	(20,313)
Long-term portion	$ 1,798,902	$ 1,715,983

On September 13, 2024, the Company entered into an amendment to its then existing credit agreement (as amended, the "2024 Credit Agreement"). The 2024 Credit Agreement included a $650.0 million term loan (the "2024 Term Loan"), and $300.0 million in revolving credit commitments with a $55.0 million letter of credit sublimit (the "2024 Revolver", and together with the 2024 Term Loan, the "2024 Credit Facility"). The 2024 Credit Facility had a maturity in September 2029. At the option of the Company, amounts borrowed under the 2024 Credit Facility bore interest at variable rates based upon either the Base Rate (as defined in the 2024 Credit Agreement), payable quarterly, or Term SOFR (as defined in the 2024 Credit Agreement), payable monthly or every three months depending on the interest period selected. Interest periods for Term SOFR loans were available for one, three, or six months at the option of the Company. Base Rate loans accrued interest at a per annum rate equal to the sum of (a) the Base Rate determined on each day (subject to a zero percent floor), plus (b) an applicable margin ranging from 0.50% to 2.25% per annum based on the Company's Consolidated Senior Secured Leverage Ratio (as defined in the 2024 Credit Agreement). Term SOFR loans accrued interest at a per annum rate equal to the sum of (a) Term SOFR for the applicable interest period (subject to a zero percent floor), plus (b) an applicable margin ranging from 1.50% to 3.25% per annum based on the Company's Consolidated Senior Secured Leverage Ratio. The 2024 Revolver carried a commitment fee during the term of the 2024 Credit Agreement ranging from 0.25% to 0.50% per annum of the actual daily undrawn portion of the 2024 Revolver depending upon the Company's Consolidated Senior Secured Leverage Ratio.

Under the 2024 Credit Agreement, the Company was subject to a number of restrictive covenants that, among other things, imposed operating and financial restrictions on the Company. Financial covenants included a Consolidated Total Leverage Ratio and a Consolidated Interest Coverage Ratio, both as defined in the 2024 Credit Agreement. The 2024 Credit Agreement also contained certain customary events of default, including, among other things, failure to make payments when due thereunder, failure to observe or perform certain covenants, cross-defaults, bankruptcy and insolvency-related events, and non-compliance with healthcare laws. The Company was in compliance with the applicable covenants in the 2024 Credit Agreement as of March 31, 2026.

On April 10, 2026, the Company refinanced its debt borrowings under the 2024 Credit Agreement and entered into a new credit agreement (the "2026 Credit Agreement"). The 2026 Credit Agreement consists of a $325.0 million term loan (the "2026 Term Loan"), a $325.0 million delayed draw term loan (the "2026 Delayed Draw Term Loan"), and $450.0 million in commitments for revolving credit loans with a $75.0 million letter of credit sublimit and a $45.0 million swing line sublimit (the "2026 Revolver", and together with the 2026 Term Loan and the 2026 Delayed Draw Term Loan, the "2026 Credit Facility"). At closing, the Company borrowed $100.0 million under the 2026 Revolver. Borrowings under the 2026 Term Loan and the 2026 Revolver at closing were used in part to repay existing amounts outstanding under the 2024 Credit Agreement, and to pay related fees and expenses. The 2026 Credit Facility has a maturity in April 2031. However, the maturity of the 2026 Credit Facility is subject to a springing maturity date that is 91 days prior to the stated maturity dates of the Company's 6.125% Senior Notes, 4.625% Senior Notes and 5.125% Senior Notes (each as defined below), in each case if more than $150.0 million aggregate principal amount of such senior unsecured notes remains outstanding on such springing maturity date. The borrowings under the 2026 Term Loan requires quarterly principal repayments of $2.0 million beginning September 30, 2026 through June 30, 2028, increasing to $4.1 million beginning September 30, 2028 through March 31, 2031, and the unpaid principal balance is due at maturity in April 2031. Borrowings under the 2026 Revolver may be used for working capital and other general corporate purposes, including for capital expenditures and acquisitions permitted under the 2026 Credit Agreement. Borrowings under the 2026 Delayed Draw Term Loan may be used for refinancing the Company's outstanding 6.125% Senior Notes and/or funding acquisitions permitted under the 2026 Credit Agreement. At the option of the Company, amounts borrowed under the 2026 Credit Facility bear interest at variable rates based upon either the Base Rate (as defined in the 2026 Credit Agreement), payable quarterly, or Term SOFR (as defined in the 2026 Credit Agreement), payable monthly or every three months depending on the interest period selected. Interest periods for Term SOFR loans are available for one, three, or six months at the option of the Company. Base Rate loans accrue interest at a per annum rate equal to the sum of (a) the Base Rate determined on each day (subject to a zero percent floor), plus (b) an applicable margin ranging from 0.125% to 1.0% per annum based on the Company's Consolidated Total Leverage Ratio (as defined in the 2026 Credit Agreement). Term SOFR loans accrue interest at a per annum rate equal to the sum of (a) Term SOFR for the applicable interest period (subject to a zero percent floor), plus (b) an applicable margin ranging from 1.125% to 2.0% per annum based on the Company's Consolidated Total Leverage Ratio. The 2026 Revolver carries a commitment fee during the term of the 2026 Credit Agreement ranging from 0.15% to 0.30% per annum of the actual daily undrawn portion of the 2026 Revolver depending upon the Company's Consolidated Total Leverage Ratio. In addition, the 2026 Delayed Draw Term Loan carries a commitment fee during the term of the 2026 Credit Agreement ranging from 0.15% to 0.30% per annum of the actual daily undrawn portion of the 2026 Delayed Draw Term Loan depending upon the Company's Consolidated Total Leverage Ratio beginning 45 days after closing.

Under the 2026 Credit Agreement, the Company is subject to a number of restrictive covenants that, among other things, impose operating and financial restrictions on the Company. Financial covenants include a Consolidated Total Leverage Ratio and a Consolidated Interest Coverage Ratio, both as defined in the 2026 Credit Agreement. The 2026 Credit Agreement also contains certain customary events of default, including, among other things, failure to make payments when due thereunder, failure to observe or perform certain covenants, cross-defaults, bankruptcy and insolvency-related events, and non-compliance with healthcare laws.

Any borrowing under the 2026 Credit Agreement may be repaid, in whole or in part, at any time and from time to time without premium or penalty, other than customary breakage costs, and any amounts repaid under the 2026 Revolver may be reborrowed. Mandatory prepayments are required under the 2026 Revolver when borrowings and letter of credit usage exceed the total commitments for revolving credit loans. Mandatory prepayments are also required in connection with certain dispositions of assets and receipt of certain insurance proceeds or condemnation awards to the extent proceeds thereof are not reinvested, and unpermitted debt transactions.

Secured Term Loan

As of March 31, 2026, the outstanding borrowings under the 2024 Term Loan required quarterly principal repayments of $4.1 million through September 30, 2026, increasing to $8.1 million from December 31, 2026 through June 30, 2029, and the remaining unpaid principal balance was due in September 2029. At March 31, 2026 and December 31, 2025, there was $310.9 million and $315.0 million, respectively, outstanding under the 2024 Term Loan. The per annum interest rate under the 2024 Term Loan was 5.17% at March 31, 2026.

Revolving Credit Facility

The Company borrowed $100.0 million under the 2024 Revolver during the three months ended March 31, 2026, which remained outstanding as of March 31, 2026. Borrowings under the 2024 Revolver could have been used for working capital and other general corporate purposes, including for capital expenditures and funding acquisitions permitted under the 2024 Credit Agreement. At March 31, 2026, there was $26.3 million outstanding under letters of credit. At March 31, 2026, based on the financial debt covenants under the 2024 Credit Agreement, the maximum amount the Company could have borrowed under the 2024 Revolver and remain in compliance with the financial debt covenants under the agreement was $173.7 million.

Senior Unsecured Notes

In August 2021, the Company issued $600.0 million aggregate principal amount of 5.125% senior unsecured notes (the "5.125% Senior Notes"). The 5.125% Senior Notes will mature on March 1, 2030. Interest on the 5.125% Senior Notes is payable on March 1st and September 1st of each year. The 5.125% Senior Notes are redeemable at the Company's option, in whole or in part, and the redemption price for the 5.125% Senior Notes if redeemed during the 12 months beginning (i) March 1, 2026 is 101.281% and (ii) March 1, 2027 and thereafter is 100.000%, in each case together with accrued and unpaid interest. In addition, the Company may be required to make an offer to purchase the 5.125% Senior Notes upon the sale of certain assets or upon specific kinds of changes of control.

In January 2021, the Company issued $500.0 million aggregate principal amount of 4.625% senior unsecured notes (the "4.625% Senior Notes"). The 4.625% Senior Notes will mature on August 1, 2029. Interest on the 4.625% Senior Notes is payable on February 1st and August 1st of each year. The 4.625% Senior Notes are redeemable at the Company's option, in whole or in part, and the redemption price for the 4.625% Senior Notes is 100.000%, in each case together with accrued and unpaid interest. In addition, the Company may be required to make an offer to purchase the 4.625% Senior Notes upon the sale of certain assets or upon specific kinds of changes of control.

In July 2020, the Company issued $350.0 million aggregate principal amount of 6.125% senior unsecured notes (the "6.125% Senior Notes"). In November 2025 and January 2026, the Company repurchased $15.0 million and $10.0 million aggregate principal amount of the 6.125% Senior Notes at an average price of 100.253% and 100.800% of such principal amounts, respectively, through open market transactions. The outstanding balance under the 6.125% Senior Notes will mature on August 1, 2028. Interest on the 6.125% Senior Notes is payable on February 1st and August 1st of each year. The 6.125% Senior Notes are redeemable at the Company's option, in whole or in part, and the redemption price for the 6.125% Senior Notes if redeemed during the 12 months beginning (i) August 1, 2025 is 101.021% and (ii) August 1, 2026 and thereafter is 100.000%, in each case together with accrued and unpaid interest. In addition, the Company may be required to make an offer to purchase the 6.125% Senior Notes upon the sale of certain assets or upon specific kinds of changes of control.

(11) Stockholders' Equity

Under the Company's Third Amended and Restated Certificate of Incorporation, there are 300,000,000 shares of authorized Common Stock and 5,000,000 shares of authorized Preferred Stock. Holders of Common Stock are entitled to one vote for each share. The shares of Preferred Stock shall be issued with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors.

Equity-based Compensation

In connection with the Company's 2019 Stock Incentive Plan (the "2019 Plan"), the Company provides equity-based compensation to attract and retain employees while also aligning employees' interest with the interests of its stockholders. The 2019 Plan permits the grant of various equity-based awards to selected employees and non-employee directors. As of March 31, 2026, the Company is permitted to grant up to 18,350,000 shares of Common Stock under the 2019 Plan, subject to certain adjustments and limitations. At March 31, 2026, 5,461,299 shares of the Company's Common Stock were available for issuance under the 2019 Plan.

Stock Options

There were no stock options granted during the three months ended March 31, 2026 and 2025.

The following table provides the activity for outstanding stock options during the three months ended March 31, 2026 (in thousands, except per share data):

	Number of Options	Weighted-Average Exercise Price per Share	Weighted-Average Remaining Contractual Term
Outstanding, December 31, 2025	945	$ 7.24	3.1 Years
Exercised	(90)	$ 4.38	
Outstanding, March 31, 2026	855	$ 7.54	2.4 Years

During the three months ended March 31, 2026, 89,451 stock options were exercised on a cashless basis resulting in the issuance of 31,248 shares of the Company's Common Stock. There were no stock option exercises during the three months ended March 31, 2025.

Restricted Stock Units

During the three months ended March 31, 2026, the Company granted the following shares of restricted stock units:

- 1,686,174 shares of restricted stock units to various employees which vest ratably over the three-year period following the vesting commencement dates, subject to the employees' continuous employment through the applicable vesting date. The grant-date fair value of these awards was $17.0 million.

- 25,516 shares of restricted stock units to certain of the Company's non-employee directors which vest within one year following the grant date. The grant-date fair value of these awards was $0.3 million.

- 801,756 shares of performance-vested restricted stock units ("Performance RSUs") to senior executive management of the Company which vest on the third anniversary of the vesting commencement date subject to the achievement of specified goals relative to the Company's three-year relative total shareholder return ("Relative TSR") performance versus the Company's defined peer group (the "Peer Group"), which is considered a market condition, and is also subject to the employees' continuous employment through the vesting date. The grant-date fair value of these awards, using a Monte-Carlo simulation analysis, was $12.6 million. The payout of shares on the vesting date are as follows based on the Company's Relative TSR versus the Peer Group (for performance between the stated goals noted below, straight-line interpolation will be applied):

- Less than 25th Percentile – No payout
- Greater than or equal to 25th Percentile – 50% of Performance RSUs
- Equal to 50th Percentile – 100% of Performance RSUs
- Greater than or equal to 75th Percentile – 200% of Performance RSUs

Activity related to the Company's non-vested restricted stock units for the three months ended March 31, 2026 is presented below (in thousands, except per share data):

	Number of Shares	Weighted-Average Grant Date Fair Value per Share
Non-vested balance, December 31, 2025	4,017	$ 12.95
Granted	2,513	$ 11.87
Vested	(704)	$ 10.93
Forfeited	(216)	$ 18.48
Non-vested balance, March 31, 2026	5,610	$ 12.55

Equity-Based Compensation Expense

The Company recognized equity-based compensation expense of $6.5 million during the three months ended March 31, 2026, of which $5.6 million and $0.9 million is included in general and administrative expenses and cost of net revenue, respectively, in the accompanying consolidated statements of operations. The Company recognized equity-based compensation expense of $5.3 million during the three months ended March 31, 2025, of which $4.1 million and $1.2 million is included in general and administrative expenses and cost of net revenue, respectively, in the accompanying consolidated statements of operations.

At March 31, 2026, there was $52.8 million of unrecognized compensation expense related to equity-based compensation awards, which is expected to be recognized over a weighted-average period of 2.2 years.

(12) Earnings (Loss) Per Share

Earnings (Loss) Per Share ("EPS") is computed by dividing net income (loss) by the weighted average number of common shares outstanding during the period on a basic and diluted basis. The Company computes diluted net income (loss) per share using the more dilutive of the treasury stock method and the two-class method after giving effect to all potential dilutive Common Stock.

The Company's potentially dilutive securities include potential common shares related to unvested restricted stock, outstanding stock options and outstanding preferred stock. See Note 11, *Stockholders' Equity*, for additional discussion of these potential dilutive securities.

Diluted net income (loss) per share considers the impact of potentially dilutive securities except when the potential common shares have an antidilutive effect. The Company's outstanding preferred stock are considered participating securities, thus requiring the two-class method of computing diluted net income (loss) per share. Computation of diluted net income (loss) per share under the two-class method excludes from the numerator any dividends paid or owed on participating securities and any undistributed earnings considered to be attributable to participating securities. The related participating securities are similarly excluded from the denominator.

ADAPTHEALTH CORP. AND SUBSIDIARIES

Notes to Interim Consolidated Financial Statements (Unaudited) (Continued)

Computations of basic and diluted net income (loss) per share were as follows (in thousands, except per share data):

	Three Months Ended March 31,	
	2026	2025
Numerator		
Net loss attributable to AdaptHealth Corp.	$ (16,040)	$ (7,207)
Less: Earnings allocated to participating securities [1]	—	—
Net loss for basic and diluted EPS	$ (16,040)	$ (7,207)
Denominator		
Basic weighted-average common shares outstanding	135,779	134,799
Add: Stock options [2]	—	—
Add: Unvested restricted stock units [2]	—	—
Diluted weighted-average common shares outstanding	135,779	134,799
Basic net loss per share	$ (0.12)	$ (0.05)
Diluted net loss per share	$ (0.12)	$ (0.05)

(1) The Company's preferred stock are considered participating securities. Computation of EPS under the two-class method excludes from the numerator any dividends paid or owed on participating securities and any undistributed earnings considered to be attributable to participating securities. The related participating securities are similarly excluded from the denominator. There were no amounts allocated to the participating securities during the three months ended March 31, 2026 and 2025 due to the net loss reported in those periods.

(2) Due to the Company reporting net loss attributable to AdaptHealth Corp. for the three months ended March 31, 2026 and 2025, all potentially dilutive securities related to outstanding stock options and unvested restricted stock units were excluded from the computation of diluted net loss per share for those periods as their inclusion would have been anti-dilutive.

The table below provides the weighted-average number of potential common shares associated with outstanding securities not included in the Company's computation of diluted net loss per share for the three months ended March 31, 2026 and 2025 because to do so would be anti-dilutive (in thousands):

	Three Months Ended March 31,	
	2026	2025
Preferred Stock	12,406	12,406
Stock options	855	1,361
Unvested restricted stock units	5,610	4,656
Total	18,871	18,423

(13) Leases

The Company leases its operating locations and office facilities under noncancelable lease agreements which expire at various dates through May 2038. Some of these lease agreements include an option to renew at the end of the term. The Company also leases certain office facilities on a month-to-month basis. In some instances, the Company is also required to pay its pro rata share of real estate taxes and utility costs in connection with the premises. Some of the leases contain fixed annual increases of minimum rent.

The Company's leases frequently allow for lease payments that could vary based on factors such as inflation and the incurrence of contractual charges such as those for common area maintenance or utilities.

Renewal and/or early termination options are common in the lease arrangements, particularly with respect to real estate leases. The Company's right-of-use ("ROU") assets and lease liabilities generally include periods covered by renewal options and exclude periods covered by early termination options (based on the conclusion that it is reasonably certain that the Company will exercise such renewal options and not exercise such early termination options).

The Company is also party to certain sublease arrangements related to real estate leases, where the Company acts as the lessee and intermediate lessor.

The Company leases certain of its vehicles through finance leases. The finance lease obligations represent the present value of minimum lease payments under the respective agreement, payable monthly at various interest rates.

The following table presents information about lease costs and expenses and sublease income for the three months ended March 31, 2026 and 2025 (in thousands). The amounts below, with the exception of interest on lease liabilities, are included in cost of net revenue in the accompanying consolidated statements of operations for the periods presented. The interest on lease liabilities is included in interest expense, net in the accompanying consolidated statements of operations for the periods presented.

	Three Months Ended March 31,	
	2026	2025
Operating lease costs	$ 12,986	$ 11,054
Finance lease costs:		
Amortization of ROU assets	$ 5,046	$ 3,374
Interest on lease liabilities	$ 801	$ 647
Other lease costs and income:		
Variable leases costs [1]	$ 7,297	$ 6,298
Sublease income	$ 188	$ 170

[1] Amounts represent variable costs incurred that were not included in the initial measurement of the lease liability such as common area maintenance and utilities costs associated with leased real estate.

The following table provides the weighted average remaining lease terms and weighted average discount rates for the Company's leases as of March 31, 2026 and December 31, 2025:

	March 31, 2026	December 31, 2025
Weighted average remaining lease term, weighted based on lease liability balances:		
Operating leases	4.7 years	4.8 years
Finance leases	2.9 years	3.1 years
Weighted average discount rate, weighted based on remaining balance of lease payments:		
Operating leases	5.1 %	5.1 %
Finance leases	6.3 %	6.4 %

The following table provides the undiscounted amount of future cash flows related to the Company's operating and finance leases, as well as a reconciliation of such undiscounted cash flows to the amounts included in the Company's lease liabilities as of March 31, 2026 (in thousands):

	Operating Leases	Finance Leases
2026	$ 30,436	$ 17,185
2027	34,515	18,866
2028	28,420	11,541
2029	20,553	6,539
2030	15,682	352
Thereafter	15,979	—
Total future undiscounted lease payments	$ 145,585	$ 54,483
Less: amount representing interest	(18,022)	(4,616)
Present value of future lease payments (lease liability)	$ 127,563	$ 49,867

The following table provides certain cash flow and supplemental non-cash information related to the Company's lease liabilities for the three months ended March 31, 2026 and 2025, respectively (in thousands):

	Three Months Ended March 31,	
Cash paid for amounts included in the measurement of lease liabilities:	2026	2025
Operating cash payments for operating leases	$ 11,929	$ 9,366
Financing cash payments for finance leases	$ 3,104	$ 3,221
Lease liabilities arising from obtaining right-of-use assets:		
Operating leases	$ 19,441	$ 3,483
Finance leases	$ 3,157	$ 7,388

(14) Income Taxes

The Company is subject to U.S. federal, state, and local income taxes. For the three months ended March 31, 2026 and 2025, the Company recognized an income tax benefit of $5.2 million and income tax expense of $0.9 million, respectively.

As of March 31, 2026 and December 31, 2025, the Company had an unrecognized tax benefit of $2.7 million.

Tax Receivable Agreement

AdaptHealth Corp. is party to a Tax Receivable Agreement ("TRA") with certain current and former members of AdaptHealth Holdings LLC, a Delaware limited liability company ("AdaptHealth Holdings"). The TRA provides for the payment by AdaptHealth Corp. of 85% of the tax savings, if any, that AdaptHealth Corp. realizes (or is deemed to realize in certain circumstances) as a result of (i) certain tax attributes of the corresponding sellers existing prior to the Business Combination; (ii) certain increases in tax basis resulting from exchanges of New AdaptHealth Units and shares of Class B Common Stock; (iii) imputed interest deemed to be paid by the Company as a result of payments it makes under the TRA; and (iv) certain increases in tax basis resulting from payments the Company makes under the TRA. Under the TRA, the benefits deemed realized by the Company as a result of the increase in tax basis attributable to the AdaptHealth Holdings members generally will be computed by comparing the actual income tax liability of the Company to the amount of such taxes that the Company would have been required to pay had there been no such increase in tax basis.

At March 31, 2026, the Company's liability relating to the TRA was $238.9 million, which is included in other long-term liabilities in the accompanying consolidated balance sheets. At December 31, 2025, the Company's liability relating to

the TRA was $265.7 million, of which $26.8 million and $238.9 million is included in other liabilities and other long-term liabilities, respectively, in the accompanying consolidated balance sheets.

A $16.5 million income tax receivable is included in prepaid and other current assets in the accompanying consolidated balance sheets as of March 31, 2026. The majority of the Company's income tax receivable relates to federal corporate income tax refunds, which are expected to be received later in 2026.

(15) Commitments and Contingencies

From time to time and in the normal course of business, the Company is subject to loss contingencies, arising from legal proceedings, claims, and governmental and other investigations under or with respect to various governmental programs and state and federal laws relating to its business, including as a result of or following acquisitions and other business activities, that cover a wide range of matters. In accordance with FASB ASC Topic 450, *Accounting for Contingencies*, the Company records accruals for such loss contingencies when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. If there is no probable estimate within a range of reasonably possible outcomes, the Company's policy is to record at the low end of the range of such reasonably possible outcomes. Judgment is required to determine both probability and the estimated amount. The Company reviews its accruals quarterly and adjusts accordingly to reflect the impact of negotiations, settlements, rulings, advice of legal counsel, and updated information. At this time, the Company has no material accruals related to lawsuits, claims, investigations or proceedings, except as disclosed. While there can be no assurance, based on the Company's evaluation of information currently available, the Company's management believes any liability that may ultimately result from resolution of such loss contingencies will not have a material adverse effect on the Company's financial condition or results of operations. However, the Company's assessment may change in the future based upon availability of new information and further developments in the proceedings of such matters. The results of legal proceedings, claims and investigations are inherently uncertain, and material adverse outcomes are possible. Professional legal fees associated with any such legal proceedings, claims and investigations are expensed as they are incurred.

On October 24, 2023, Allegheny County Employees' Retirement System, a purported shareholder of the Company, filed a purported class action complaint against the Company and certain of its current and former officers, and certain underwriters in the United States District Court for the Eastern District of Pennsylvania. On January 23, 2024, the court entered an order appointing Allegheny County Employees' Retirement System, International Union of Operating Engineers, Local No. 793, Members Pension Benefit Trust of Ontario, and City of Tallahassee Pension Plan as Lead Plaintiffs (the "Allegheny Lead Plaintiffs"). On May 14, 2024, Allegheny Lead Plaintiffs filed a consolidated complaint against the Company and certain of its current and former officers and directors, and certain underwriters, on behalf of shareholders that purchased or otherwise acquired the Company's stock between August 4, 2020 and November 7, 2023 (as to the complaint the "Allegheny County Consolidated Complaint"; as to the action, the "Allegheny County Consolidated Class Action"). The Allegheny County Consolidated Complaint alleges, among other things, that the defendants violated federal securities laws by making allegedly false and misleading statements and/or failing to disclose material information regarding (i) the Company's billing practices with respect to its diabetes product category, and (ii) the Company's compliance programs and integration with respect to acquired companies. The Allegheny County Consolidated Complaint seeks unspecified damages. On July 23, 2024, the defendants filed a motion to dismiss the Allegheny County Consolidated Complaint. The Allegheny Lead Plaintiffs filed their opposition brief on October 1, 2024, and defendants filed their reply brief on November 15, 2024.

On May 28, 2025, the parties jointly filed a letter requesting that the Court hold the motion to dismiss in abeyance pending the outcome of a private mediation between the parties. On October 8, 2025, the parties attended a private mediation. After subsequent settlement discussions, the parties reached an agreement in principle to settle the litigation.

On December 19, 2025, the parties filed for Preliminary Approval of Proposed Settlement and Approval of Notice to the Settlement Class and the preliminary approval order was granted by the Court on February 2, 2026. The proposed settlement is to be funded as follows: (i) $34.0 million of cash from the Company's insurance carriers and (ii) $1.0 million of cash from the Company. The $1.0 million was paid by the Company during the three months ended March 31, 2026. The Company's remaining liability of $34.0 million, consisting of the cash payment to be funded by the Company's insurance carriers, is included in accounts payable and accrued expenses in the accompanying consolidated balance sheets as of March 31, 2026. The Company also recorded a receivable of $34.0 million, representing the amount to be received from the Company's insurance carriers, which is included in prepaid expenses and other current assets in the accompanying consolidated balance sheets as of March 31, 2026. The proposed settlement is subject to preliminary and final Court approval

and other customary closing conditions. Upon the effectiveness of the proposed settlement, the Company and its directors and officers as well as the other defendants named in the Allegheny County Consolidated Complaint will be released from the claims that were asserted or could have been asserted in the Consolidated Class Action, with certain limitations, by class members participating in the settlement. The Company has always maintained, and continues to believe, that it did not engage in any wrongdoing or otherwise commit any violation of federal or state securities laws or other laws. The settlement includes no admission of liability or wrongdoing and is subject to court approval. There can be no assurance that the settlement will be finalized and approved and, even if approved, whether the conditions to closing will be satisfied, and the actual outcome of this matter may differ materially from the terms of the settlement described herein.

On April 8, 2026, the Allegheny Lead Plaintiffs filed their Motion for Final Approval of Settlement and Plan of Allocation.

On March 20, 2024, a putative shareholder of the Company, Weiding Wu, filed a shareholder derivative complaint related to the allegations in the Allegheny County Complaint, and against certain current and former directors and officers of the Company in the United States District Court for the Eastern District of Pennsylvania (as to the complaint, the "Wu Derivative Complaint"; as to the action, the "Wu Derivative Action"). The Wu Derivative Complaint alleges, among other things, that the defendants breached their fiduciary duties and violated federal securities laws by making allegedly false and misleading statements and/or failing to disclose material information regarding (i) the Company's billing practices with respect to its diabetes product category, and (ii) the Company's compliance programs and integration with respect to acquired companies. The Wu Derivative Complaint also alleges claims for unjust enrichment, waste of corporate assets, abuse of control, and gross mismanagement. The Wu Derivative Complaint seeks, among other things, an award of money damages.

On July 25, 2024, the parties to the Wu Derivative Action stipulated to stay the Wu Derivative Action pending final resolution of the Allegheny County Consolidated Class Action. On July 26, 2024, the court so-ordered the parties' stipulation.

The Company intends to vigorously defend against the allegations contained in the Wu Derivative Complaint, but there can be no assurance that the defense will be successful.

On December 9, 2025, a putative shareholder, Aaron Frankel, filed under seal a shareholder derivative complaint against certain current and former directors and officers of the Company in the United States District Court for the Eastern District of Pennsylvania (as to the complaint, the "Frankel Derivative Complaint"; as to the action, the "Frankel Derivative Action"). On January 7, 2026, the Court unsealed the Frankel Derivative Action, and Frankel notified the Company of the Frankel Derivative Action. On January 28, 2026, Frankel filed a redacted amended complaint on the public docket.

The Frankel Derivative Complaint is related to the allegations in the Allegheny County Complaint and Wu Derivative Complaint. It alleges, among other things, that the defendants breached their fiduciary duties and violated federal securities laws by making allegedly false and misleading statements and/or failing to disclose material information regarding (i) the Company's billing practices with respect to its diabetes product category, and (ii) the Company's compliance programs and integration with respect to acquired companies. The Frankel Derivative Complaint also alleges claims for unjust enrichment and waste of corporate assets. The Frankel Derivative Complaint seeks, among other things, an award of money damages.

The Company intends to vigorously defend against the allegations contained in the Frankel Derivative Complaint, but there can be no assurance that the defense will be successful.

On March 19, 2026, the parties to the Wu Derivative Action and the Frankel Derivative Action filed a stipulation to consolidate the actions. On March 24, 2026, the parties to the Wu Derivative Action and the Frankel Derivative Action filed a notice informing the Court that they had reached an agreement in principle to settle both actions.

On June 24, 2025, a putative shareholder of the Company, Blake T. Myers, filed against the Company a complaint in the Court of Chancery of the State of Delaware seeking to compel an inspection of books and records under 8 Del. C. § 220 ("Section 220") (as to the complaint, the "Myers Section 220 Complaint"; as to the action, the "Myers Section 220 Action"). The Myers Section 220 Complaint asserted the putative shareholder's right to inspect certain corporate books and records relevant to the issues in the Allegheny County Consolidated Class Action for the purported purposes of (i) investigating potential wrongdoing by the current and/or former members of the Board and the Company's current and/or former executive

officers, (ii) supporting appropriate action in the event current and/or former directors or executive officers did not properly discharge their fiduciary duties, and (iii) evaluating whether members of the current Board have a conflict of interest such that making a demand upon the Board to bring a derivative action on behalf of the Company would be futile.

The Company completed its production on November 19, 2025. On December 3, 2025, Myers voluntarily dismissed the action.

On February 6, 2026, Myers filed a shareholder derivative complaint under seal related to the allegations in the Allegheny County Consolidated Complaint against certain current and former directors and officers of the Company in the Delaware Court of Chancery (as to the Complaint, the "Myers Derivative Complaint;" as to the action, the "Myers Derivative Action"). The Myers Derivative Complaint alleges claims for breach of fiduciary duty, insider trading, and unjust enrichment under Delaware law. On February 12, 2026, Myers filed a redacted complaint on the public docket.

On March 10, 2026, the parties to the Myers Derivative Action stipulated to stay the action pending final resolution of the Allegheny County Consolidated Class Action. The parties' stipulation was so-ordered by the Court on the same date. The parties to the Myers Derivative Action subsequently reached an agreement in principle to settle that action on the same terms as the Wu Derivative Action and the Frankel Derivative Action.

The Company intends to vigorously defend against the allegations contained in the Myers Derivative Complaint, but there can be no assurance that the defense will be successful.

In October 2022, a former customer of the Company, Mr. Ray ("Plaintiff"), filed an individual action against the Company and a collection agency for violation of North Carolina's Debt Collection Practices Act (the "Act") based on allegations that the Company failed to address Mr. Ray's billing concerns and issue a refund in a timely manner related to his return of medical equipment. Plaintiff was permitted to amend his individual complaint to a class action complaint on behalf of similarly situated North Carolina residents who allegedly experienced improper billing issues after the asserted return of medical equipment. Over continued objection, and after withdrawing a motion for class certification, Plaintiff amended his class action complaint again in May 2025 to assert violations of the Act related to three classes of North Carolinians: (a) a class of patients who were allegedly improperly billed after returning equipment, (b) a class of patients who were allegedly improperly charged a late fee after assertedly returning their equipment, and (c) a class of patients who received collection letters that allegedly violated the Act. Plaintiff has argued that the claims are meritorious, and the classes could be certified up to and including approximately 130,000 North Carolina patients. The Company has vigorously defended the case; believes the claims lack merit; and, believes that none of the three classes could be certified. Neither the merits of the case nor the certification of these classes have been reviewed by the Court. While nonetheless strongly defending the case, to minimize exposure and risk under the Act, and reduce further litigation expenses, the Company has also pursued settlement options. The Company and the Plaintiff, a proposed class representative, recently agreed to inform the Court that the parties have agreed to certify the classes and settle the case as to Class A, Class B and Class C members for a total settlement payment to be made by the Company of $14.5 million in consideration for full releases of the Company. The Company recorded a liability of $14.5 million, which is included in accounts payable and accrued expenses in the accompanying consolidated balance sheets as of March 31, 2026 and December 31, 2025. This outcome, while considered likely by the Company, is not fixed and is contingent on factors not wholly within the Company's control, including finalizing additional material terms with Plaintiff, seeking and achieving preliminary approval by the Court, an administrative process, and obtaining final approvals from the Court. Should this pathway for resolution fail, the Company will continue its robust defense of the case.

On July 29, 2024, the U.S. Attorney's Office for the District of South Carolina issued a civil investigative demand to the Company pursuant to the FCA regarding whether the Company submitted false claims in violation of the FCA related to its billing of, and reimbursements from, federal health care programs for humidifiers that are integrated with PAP devices and provided to patients from January 1, 2017 to the present. The Company is fully cooperating with the investigation. Given the stage of the investigation, it is not possible to determine whether it will have a material adverse effect on the Company.

On March 8, 2025, the U.S. Attorney's Office for the Eastern District of Pennsylvania issued a civil investigative demand to the Company pursuant to the FCA surrounding whether the Company submitted false claims in violation of the FCA related to its billing of, and reimbursements from, federal health care programs for respiratory devices and related supplies provided to patients from January 1, 2018 to the present. The Company is fully cooperating with the investigation. Given the stage of the investigation, it is not possible to determine whether it will have a material adverse effect on the Company.

(16) Related Party Transactions

The Company owns an equity interest in a vendor that provides automated order intake software. The expense related to this vendor was $5.4 million and $2.8 million for the three months ended March 31, 2026 and 2025, respectively. The Company accounts for this investment under the cost method of accounting based on its level of equity ownership. As of March 31, 2026 and December 31, 2025, the Company had an immaterial outstanding accounts payable balance to this vendor.

A director of the Company serves on the board of directors of a third-party payor that does business with the Company in the normal course of providing services to patients. Net revenue from this third-party payor was approximately 1.0% of the Company's consolidated net revenue during the three months ended March 31, 2026 and 2025. As of March 31, 2026 and December 31, 2025, the Company had an immaterial outstanding accounts receivable balance from this third-party payor.

A director of the Company is an employee of a beneficial owner of more than 5% of the Company's Common Stock as of March 31, 2026. This beneficial owner is also a minority shareholder of a vendor that provides medical equipment and supplies to the Company in the normal course of business. Payments to this vendor were approximately $23.6 million and $26.9 million for the three months ended March 31, 2026 and 2025, respectively. As of March 31, 2026 and December 31, 2025, the Company had an immaterial outstanding accounts payable balance to this vendor.

(17) Subsequent Events

The Company evaluated subsequent events for the period from March 31, 2026 through the date that the Company's consolidated financial statements were available to be issued. There were no subsequent events requiring adjustment to the Company's consolidated financial statements or additional disclosure, other than as discussed in Note 10, *Debt*.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with AdaptHealth Corp.'s ("AdaptHealth" or the "Company") consolidated financial statements and the accompanying notes included in this report. All amounts presented are in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"), except as noted. In addition to historical information, this discussion contains forward-looking statements that involve risks, uncertainties and assumptions that could cause actual results to differ materially from management's expectations. Factors that could cause such differences include, but are not limited to, those discussed in Item 1A, "*Risk Factors*", in our 2025 Annual Report on Form 10-K filed with the SEC on February 24, 2026. Certain amounts that appear in this section may not sum due to rounding.

AdaptHealth Corp. Overview

AdaptHealth is a national leader in providing patient-centered, healthcare-at-home solutions including home medical equipment ("HME"), medical supplies, and related services. The Company operates under four reportable segments that align with its product categories: (i) Sleep Health, (ii) Respiratory Health, (iii) Diabetes Health, and (iv) Wellness at Home. A description of the products and services provided within each of the Company's four reportable segments is provided below.

Sleep Health

The Sleep Health segment provides sleep therapy equipment, supplies and related services (including continuous positive airway pressure and BiLevel services) to individuals for the treatment of obstructive sleep apnea.

Respiratory Health

The Respiratory Health segment provides oxygen and home mechanical ventilation equipment and supplies and related chronic therapy services to individuals for the treatment of respiratory diseases, such as chronic obstructive pulmonary disease and chronic respiratory failure.

Diabetes Health

The Diabetes Health segment provides medical devices, including continuous glucose monitors and insulin pumps, and related services to patients for the treatment of diabetes.

Wellness at Home

The Wellness at Home segment provides home medical equipment and services to patients in their homes including those who have been discharged from acute care and other facilities. The segment tailors a service model to patients who are adjusting to new lifestyles or navigating complex disease states by providing essential medical supplies and durable medical equipment.

The Company services beneficiaries of Medicare, Medicaid and commercial insurance payors. As of March 31, 2026, AdaptHealth serviced approximately 4.5 million patients annually in all 50 states through its network of approximately 670 locations in 48 states. The Company's principal executive offices are located at 555 East North Lane, Suite 5075, Conshohocken, Pennsylvania 19428.

Impact of Inflation

The cost to manufacture and distribute the equipment and products that AdaptHealth purchases from vendors and provides to patients is influenced by the cost of materials, labor, shipping, and transportation, including fuel costs. Current and future inflationary effects may be driven by, among other things, general inflationary cost increases, supply chain disruptions and governmental stimulus or fiscal policies, as well as the impact of the war with Iran on fuel prices. Increases in inflation could impact the overall demand for AdaptHealth's products and services, availability of materials, its costs for labor, equipment and products, shipping, fuel, warehousing and other operational overhead and the margins it is able to realize on its products, all of which could have an adverse impact on AdaptHealth's business, financial position, results of operations and cash flows. Additionally, it is not certain whether AdaptHealth would be able to pass increased costs onto customers to offset inflationary pressures. AdaptHealth has experienced inflationary pressure and higher costs as a result of

increased cost of materials, labor, shipping and transportation. Although there have been increases in inflation and costs, AdaptHealth cannot predict whether these trends will continue. AdaptHealth's mitigation efforts relating to these inflationary pressures and costs include utilizing AdaptHealth's purchasing power in negotiations with vendors and the increased use of technology to drive operating efficiencies and control costs, such as AdaptHealth's digital platform for prescriptions, orders and delivery.

Key Components of Operating Results

Net Revenue. Net revenue is recognized for services and related products that AdaptHealth provides to patients for healthcare-at-home solutions including HME, medical supplies and related services. Revenues are recognized either at a point in time for the sale of supplies and consumables, over the service period for equipment rental (including, but not limited to, positive airway pressure ("PAP") machines, hospital beds, wheelchairs and other equipment), net of implicit price concessions for amounts estimated to be received from patients or under reimbursement arrangements with Medicare, Medicaid and other third-party payors, including private insurers, or in the month in which eligible members are entitled to receive healthcare services in connection with at-risk capitation arrangements. Certain trends or uncertainties that may have a material impact on revenue growth and operating results include the Company's ability to obtain new at-risk capitation arrangements, new patient starts and to generate referrals from patient referral sources and the ability to meet the increased demand considering inflationary pressures.

Cost of Net Revenue. Cost of net revenue primarily includes the cost of non-capitalized medical equipment and supplies, distribution expenses, labor costs, facilities and vehicle rental costs, and depreciation for capitalized patient equipment. Distribution expenses represent the cost incurred to coordinate and deliver products and services to the patients. Included in distribution expenses are leasing, maintenance, licensing and fuel costs for the vehicle fleet; salaries, benefits and other costs related to drivers and dispatch personnel; and amounts paid to couriers.

General and Administrative Expenses. General and administrative expenses consist of corporate support costs including revenue cycle management costs, information technology, human resources, finance, contracting, legal, compliance, equity-based compensation, and other administrative costs.

Depreciation and Amortization, Excluding Patient Equipment Depreciation. Depreciation expense includes depreciation charges for capital assets other than patient equipment (which is included as part of the cost of net revenue). Amortization expense includes amortization of identifiable intangible assets.

Factors Affecting AdaptHealth's Operating Results

AdaptHealth's operating results and financial performance are influenced by certain unique events during the periods discussed herein, including the following:

Seasonality

AdaptHealth's business experiences some seasonality. Its patients are generally responsible for a greater percentage of the cost of their treatment or therapy during the early months of the year due to co-insurance, co-payments and deductibles, and therefore may defer treatment and services of certain therapies until meeting their annual deductibles. In addition, changes to employer insurance coverage often go into effect at the beginning of each calendar year which may impact eligibility requirements and delay or defer treatment. Also, net revenue generated by AdaptHealth's Diabetes Health segment is typically higher in the fourth quarter compared to the earlier part of the year due to the timing of when patients meet their annual deductibles and their associated reordering patterns. These factors may lead to lower net revenue and cash flow in the early part of the year versus the latter half of the year. Additionally, the increased incidence of respiratory infections during the winter season may result in initiation of additional respiratory services such as oxygen therapy for certain patient populations, which could impact the timing of revenue generated by AdaptHealth's Respiratory Health segment. AdaptHealth's quarterly operating results may fluctuate significantly in the future depending on these and other factors.

Key Business Metrics

AdaptHealth focuses on Net revenue, EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin and free cash flow as it reviews its performance. Refer to EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin and free cash flow included in the non-GAAP measures section below.

Total net revenue is comprised of net sales revenue, net revenue from fixed monthly equipment reimbursements, and net revenue from capitated revenue arrangements. Net sales revenue consists of revenue recognized at a point in time for the sale of supplies and consumables. Net revenue from fixed monthly equipment reimbursements consists of revenue recognized over the service period for equipment (including, but not limited to, PAP machines, oxygen concentrators, ventilators, hospital beds, wheelchairs and other equipment). Net revenue from capitated revenue arrangements consists of revenue recognized in the month in which eligible members are entitled to receive healthcare services in connection with at-risk capitation arrangements.

	Three Months Ended			
	March 31, 2026		March 31, 2025	
Net Revenue (in thousands, except revenue percentages)	**Dollars**	**Revenue Percentage**	**Dollars**	**Revenue Percentage**
	(Unaudited)			
Net sales revenue:				
Sleep Health	$ 251,753	30.7 %	$ 241,171	31.0 %
Respiratory Health	8,257	1.0 %	8,261	1.1 %
Diabetes Health	136,622	16.7 %	134,386	17.3 %
Wellness at Home	75,812	9.2 %	111,704	14.3 %
Total net sales revenue	$ 472,444	57.6 %	$ 495,522	63.7 %
Net revenue from fixed monthly equipment reimbursements:				
Sleep Health	$ 81,624	10.0 %	$ 67,541	8.7 %
Respiratory Health	146,759	17.9 %	142,174	18.3 %
Diabetes Health	3,574	0.4 %	2,834	0.4 %
Wellness at Home	40,471	4.9 %	36,986	4.7 %
Total net revenue from fixed monthly equipment reimbursements	$ 272,428	33.2 %	$ 249,535	32.1 %
Net revenue from capitated revenue arrangements:				
Sleep Health	$ 25,118	3.0 %	$ 7,639	1.0 %
Respiratory Health	23,124	2.8 %	15,046	1.9 %
Diabetes Health	1,970	0.3 %	1,624	0.2 %
Wellness at Home	24,715	3.1 %	8,516	1.1 %
Total net revenue from capitated revenue arrangements	$ 74,927	9.2 %	$ 32,825	4.2 %
Total net revenue:				
Sleep Health	$ 358,495	43.7 %	$ 316,351	40.7 %
Respiratory Health	178,140	21.7 %	165,481	21.3 %
Diabetes Health	142,166	17.4 %	138,844	17.9 %
Wellness at Home	140,998	17.2 %	157,206	20.1 %
Total net revenue	$ 819,799	100.0 %	$ 777,882	100.0 %

Results of Operations

Comparison of Three Months Ended March 31, 2026 and Three Months Ended March 31, 2025.

The following table summarizes AdaptHealth's consolidated results of operations for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,					
	2026		2025		Increase/(Decrease)	
(in thousands, except percentages)	Dollars	Revenue Percentage	Dollars	Revenue Percentage	Dollars	Percentage
	(Unaudited)					
Net revenue	$ 819,799	100.0%	$ 777,882	100.0%	$ 41,917	5.4%
Costs and expenses:						
Cost of net revenue	708,298	86.4%	657,444	84.5%	50,854	7.7%
General and administrative expenses	95,908	11.7%	86,854	11.2%	9,054	10.4%
Depreciation and amortization, excluding patient equipment depreciation	10,104	1.2%	10,414	1.3%	(310)	(3.0)%
Total costs and expenses	**814,310**	**99.3%**	**754,712**	**97.0%**	**59,598**	**7.9%**
Operating income	**5,489**	**0.7%**	**23,170**	**3.0%**	**(17,681)**	**(76.3) %**
Interest expense, net	25,594	3.1%	28,399	3.7 %	(2,805)	(9.9)%
Loss before income taxes	**(20,105)**	**(2.5)%**	**(5,229)**	**(0.7)%**	**(14,876)**	**284.5 %**
Income tax (benefit) expense	(5,232)	(0.6)%	850	0.1%	(6,082)	(715.5)%
Net loss	**(14,873)**	**(1.8)%**	**(6,079)**	**(0.8)%**	**(8,794)**	**144.7 %**
Income attributable to noncontrolling interest	1,167	0.2%	1,128	0.1%	39	3.5%
Net loss attributable to AdaptHealth Corp.	**$ (16,040)**	**(2.0)%**	**$ (7,207)**	**(0.9)%**	**$ (8,833)**	**122.6 %**

Net Revenue.

The comparability of AdaptHealth's net revenue between periods was impacted by certain factors as described below. The table below presents the items that impacted the change in AdaptHealth's net revenue between periods.

	Three Months Ended March 31, Variance 2026 vs. 2025	
(in thousands, except percentages)	$	%
Revenue change driver:	(Unaudited)	
Organic revenue (a)	$ 71,122	9.1 %
Acquisition (b)	6,587	0.9 %
Disposition (c)	(35,792)	(4.6) %
Total change in net revenue	**$ 41,917**	**5.4 %**

(a) All changes in reported net revenue from the comparable period presented excluding the impacts from acquisition (b) and disposition (c).

(b) The change in net revenue attributable to businesses and/or assets AdaptHealth has owned for less than one year based on the month of acquisition. This excludes the acquisition of assets from previous providers to facilitate the transition of patients related to newly awarded at-risk capitated contracts, since the revenue related to these agreements is earned organically.

(c) Net revenue generated in the comparative prior year period from divested product lines, services, and/or businesses for which there is no revenue recognized in the comparative months within the current period presented.

Net revenue from AdaptHealth's Sleep Health segment increased by $42.1 million, or 13.3%, for the three months ended March 31, 2026 compared to the prior year period, primarily due to an increase in net revenue attributable to the capitated contract that was entered into in 2025. The increase was also attributable to increased net sales revenue primarily from higher patient census from sales of PAP resupply products, as well as increased net revenue from fixed monthly equipment reimbursements from higher sleep rental products. Net revenue from AdaptHealth's Respiratory Health segment increased by $12.7 million, or 7.6%, for the three months ended March 31, 2026 compared to the prior year period, mainly due to an increase in capitated revenue arrangements primarily related to the capitated contract that was entered into in 2025, as well as higher fixed monthly equipment reimbursements from higher patient census for oxygen equipment products. Net revenue from AdaptHealth's Diabetes Health segment increased by $3.3 million, or 2.4%, for the three months ended March 31, 2026 compared to the prior year period, primarily due to higher net sales revenue as a result of growth in insulin pump and supplies patient census, offset by lower CGM patient census. Net revenue from AdaptHealth's Wellness at Home segment decreased by $16.2 million, or 10.3% for the three months ended March 31, 2026 compared to the prior year period, primarily due to decreased revenues from the disposition of certain incontinence and infusion businesses during 2025, partially offset by increased revenues from capitated revenue arrangements primarily related to the capitated contract that was entered into in 2025.

For the three months ended March 31, 2026, net sales revenue comprised 57.6% of total net revenue, compared to 63.7% of total net revenue for the three months ended March 31, 2025. For the three months ended March 31, 2026 and March 31, 2025, net revenue from fixed monthly equipment reimbursements comprised 33.2% and 32.1%, respectively, of total net revenue. For the three months ended March 31, 2026, net revenue from capitated revenue arrangements comprised 9.2% of total net revenue, compared to 4.2% of total net revenue for the three months ended March 31, 2025.

Cost of Net Revenue.

The following table summarizes cost of net revenue for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,					
	2026		2025		Increase/(Decrease)	
(in thousands, except percentages)	Dollars	Revenue Percentage	Dollars	Revenue Percentage	Dollars	Percentage
	(Unaudited)					
Costs of net revenue:						
Cost of products and supplies	$ 324,163	39.5 %	$ 326,876	42.0 %	$ (2,713)	(0.8) %
Salaries, labor and benefits	212,585	25.9 %	183,524	23.6 %	29,061	15.8 %
Patient equipment depreciation	96,365	11.8 %	83,931	10.8 %	12,434	14.8 %
Rent and occupancy	21,604	2.6 %	20,221	2.6 %	1,383	6.8 %
Other operating expenses	53,581	6.6 %	42,892	5.5 %	10,689	24.9 %
Total cost of net revenue	**$ 708,298**	**86.4 %**	**$ 657,444**	**84.5 %**	**$ 50,854**	**7.7 %**

Cost of net revenue for the three months ended March 31, 2026 and 2025 was $708.3 million and $657.4 million, respectively, an increase of $50.9 million or 7.7%. Refer to the section below titled "*Segment Results of Operations*" for a discussion of the changes in cost of products and supplies, salaries, labor and benefits, and rent and other operating expenses. Patient equipment depreciation increased by $12.4 million, due to an increase in patient medical equipment acquired during the three months ended March 31, 2026 primarily to support capitated revenue arrangements.

General and Administrative Expenses. General and administrative expenses for the three months ended March 31, 2026 and 2025 were $95.9 million and $86.9 million respectively, an increase of $9.1 million or 10.4%. This increase is primarily due to higher salaries, labor and benefits, software costs, insurance-related costs, and equity-based compensation, partially offset by lower consulting costs.

Depreciation and amortization, excluding patient equipment depreciation. Depreciation and amortization, excluding patient equipment depreciation, for the three months ended March 31, 2026 and 2025 was $10.1 million and $10.4 million, respectively, a decrease of $0.3 million, primarily related to lower intangible amortization expense.

Interest Expense, net. Interest expense, net for the three months ended March 31, 2026 and 2025 was $25.6 million and $28.4 million, respectively, a decrease of $2.8 million. Interest expense related to AdaptHealth's credit agreement decreased by $3.4 million in 2026 compared to 2025 as a result of lower average outstanding borrowings in 2026 compared to 2025, and to a lesser extent, lower interest rates. This decrease was partially offset by the impact from AdaptHealth's interest rate swap agreements, which reduced interest expense by $0.1 million and $0.9 million in 2026 and 2025, respectively.

Income Tax Benefit / Expense. Income tax benefit for the three months ended March 31, 2026 was $5.2 million compared to income tax expense of $0.9 million for the three months ended March 31, 2025. The decrease in income tax expense was primarily due to lower pre-tax income.

Organic Revenue

AdaptHealth uses organic revenue (as defined below), which is a financial measure that is not in accordance with generally accepted accounting principles in the United States, or U.S. GAAP, to analyze its financial results and believes that it is useful to investors, as a supplement to U.S. GAAP measures. The change in net revenue from organic revenue is reported as organic revenue as a percentage of prior period total reported net revenue. Management believes organic revenue is meaningful to investors as it provides appropriate visibility into how AdaptHealth changes organically—that is, within its existing operations using its own resources.

Organic revenue is defined as all changes in reported net revenues from the comparable period presented, excluding: (1) increases in net revenue in the current period from acquisitions attributable to businesses and/or assets AdaptHealth has owned for less than one year based on the month of acquisition. This excludes the acquisition of assets from previous providers to facilitate the transition of patients related to newly awarded at-risk capitated contracts, since the revenue related to these agreements is earned organically ("Acquisition"); and (2) decreases in net revenue from dispositions existing in the prior period from divested product lines, services, and/or businesses for which there is no revenue recognized in the current period ("Disposition").

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin

AdaptHealth uses EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin, which are financial measures that are not in accordance with generally accepted accounting principles in the United States, or U.S. GAAP, to analyze its financial results and believes that they are useful to investors, as a supplement to U.S. GAAP measures. In addition, AdaptHealth's ability to incur additional indebtedness and make investments under its existing credit agreement is governed, in part, by its ability to satisfy tests based on a variation of Adjusted EBITDA.

AdaptHealth defines EBITDA as net income (loss) attributable to AdaptHealth Corp., plus net income (loss) attributable to noncontrolling interests, interest expense, net, income tax expense (benefit), and depreciation and amortization, including patient equipment depreciation.

AdaptHealth defines Adjusted EBITDA as EBITDA (as defined above), plus equity-based compensation expense, litigation settlement expense, and other non-recurring items of expense or income.

AdaptHealth defines Adjusted EBITDA Margin as Adjusted EBITDA (as defined above) as a percentage of net revenue.

AdaptHealth believes Adjusted EBITDA and Adjusted EBITDA Margin are useful to investors in evaluating AdaptHealth's financial performance. AdaptHealth uses Adjusted EBITDA as the profitability measure in its incentive compensation plans that have a profitability component and to evaluate acquisition opportunities, where it is most often used for purposes of contingent consideration arrangements.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin should not be considered as measures of financial performance under U.S. GAAP, and the items excluded from EBITDA and Adjusted EBITDA are significant components in understanding and assessing financial performance. Accordingly, these key business metrics have limitations as an analytical tool. They should not be considered as an alternative to net income or any other performance measures derived in accordance with U.S. GAAP or as an alternative to cash flows from operating activities as a measure of AdaptHealth's liquidity.

The following unaudited table presents the reconciliation of net loss attributable to AdaptHealth Corp. to EBITDA and Adjusted EBITDA, and the reconciliation of net loss attributable to AdaptHealth Corp. as a percentage of net revenue to Adjusted EBITDA Margin, for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,			
	2026		2025	
(in thousands, except percentages)	**Dollars**	**Revenue Percentage**	**Dollars**	**Revenue Percentage**
	(Unaudited)			
Net loss attributable to AdaptHealth Corp.	$ (16,040)	(2.0)%	$ (7,207)	(0.9)%
Income attributable to noncontrolling interest	1,167	0.2%	1,128	0.1%
Interest expense, net	25,594	3.1%	28,399	3.7%
Income tax (benefit) expense	(5,232)	(0.6)%	850	0.1%
Depreciation and amortization, including patient equipment depreciation	106,469	13.0%	94,345	12.1%
EBITDA	**111,958**	**13.7%**	**117,515**	**15.1%**
Equity-based compensation expense (a)	6,532	0.8%	5,296	0.7%
Litigation settlement expense (b)	500	0.1%	—	—%
Other non-recurring expenses, net (c)	2,203	0.2%	5,127	0.6%
Adjusted EBITDA	**$ 121,193**	**14.8%**	**$ 127,938**	**16.4%**
Adjusted EBITDA Margin		**14.8%**		**16.4%**

(a) Represents equity-based compensation expense for awards granted to employees and non-employee directors.

(b) Represents an estimated expense to settle a shareholder derivative complaint.

(c) The 2026 period consists of $1.6 million of consulting expenses associated with asset dispositions and $0.9 million of transaction costs associated with acquisitions, partially offset by $0.3 million of other net non-recurring income. The 2025 period consists of $2.3 million of consulting expenses associated with asset dispositions, $1.6 million of consulting expenses associated with systems implementation activities, and $1.2 million of other non-recurring expenses.

Segment Results of Operations

Operating segments are defined as components of a public entity for which discrete financial information is available that is evaluated regularly by the Chief Operating Decision Maker ("CODM") for purposes of allocating resources and evaluating financial performance. AdaptHealth's CODM is its Chief Executive Officer. AdaptHealth operates under four reportable segments that align with its product categories: (i) Sleep Health, (ii) Respiratory Health, (iii) Diabetes Health, and (iv) Wellness at Home.

The CODM evaluates performance of the reportable segments based on Adjusted EBITDA. Refer to the section above titled "EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin" for the Company's definition of Adjusted EBITDA.

Comparison of Three Months Ended March 31, 2026 and Three Months Ended March 31, 2025.

The following table summarizes the performance of the Company's reportable segments for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,			
	2026		2025	
(in thousands)	**Net Revenue**	**Adjusted EBITDA**	**Net Revenue**	**Adjusted EBITDA**
	(Unaudited)			
Sleep Health	$ 358,495	$ 62,697	$ 316,351	$ 63,627
Respiratory Health	178,140	50,041	165,481	45,478
Diabetes Health	142,166	4,141	138,844	6,388
Wellness at Home	140,998	4,314	157,206	12,445
Consolidated Totals (a)	**$ 819,799**	**$ 121,193**	**$ 777,882**	**$ 127,938**

(a) See Note 5, *Segment Information*, in the accompanying notes to the interim consolidated financial statements for the three months ended March 31, 2026 and 2025 for a reconciliation of consolidated Adjusted EBITDA to consolidated loss before income taxes.

Sleep Health Segment

The following table summarizes the Sleep Health segment's performance for the three months ended March 31, 2026 and 2025:

			Increase/(Decrease)	
	Three Months Ended March 31,		2026 vs. 2025	
(in thousands, except percentages)	**2026**	**2025**	**Dollars**	**Percentage**
	(Unaudited)			
Net revenue	$ 358,495	$ 316,351	$ 42,144	13.3 %
Less:				
Cost of products and supplies (1)	114,337	108,199	6,138	5.7 %
Labor cost (1)	102,671	80,720	21,951	27.2 %
Other operating expenses (1)	41,060	32,805	8,255	25.2 %
Other segment items (2)	37,730	31,000	6,730	21.7 %
Adjusted EBITDA	$ 62,697	$ 63,627	$ (930)	(1.5) %
Adjusted EBITDA Margin	17.5%	20.1%		
Patient equipment depreciation	$ 44,460	$ 38,205	$ 6,255	16.4 %

(1) Represents the significant segment expense categories disclosed in Note 5, *Segment Information*, in the accompanying notes to the interim consolidated financial statements for the three months ended March 31, 2026 and 2025.

(2) Other segment items include allocated costs related to various general and administrative functions, such as revenue cycle management (including billing and collections), customer service, technology and communications, sales and marketing, accounting and finance, executive administration, human resources, information technology and legal and compliance.

Net Revenue

Net revenue from the Sleep Health segment increased by $42.1 million, or 13.3%, for the three months ended March 31, 2026 compared to the prior year period, primarily due to an increase in net revenue from capitated revenue arrangements as a result of an agreement entered into in the third quarter of 2025. The increase was also attributable to increased net sales revenue primarily from higher patient census from sales of PAP resupply products, as well as increased net revenue from fixed monthly equipment reimbursements from higher sleep rental products.

Adjusted EBITDA

Adjusted EBITDA from the Sleep Health segment decreased slightly by $0.9 million or 1.5%, for the three months ended March 31, 2026 compared to the prior year period, primarily due to higher net revenue (as discussed above), offset by increased costs and expenses. The increase in the cost of products and supplies was primarily due to an increase in sales revenue and general inflationary cost increases. The increase in labor cost was primarily due to increased headcount, including variable labor to support a capitated revenue agreement entered into in the third quarter of 2025, as well as increases from merit and benefits costs, and inflationary increases. The increase in other operating expenses was primarily due to higher distribution-related expenses, facilities costs and marketing and advertising costs. The increase in other segment items was due to an increase in general and administrative expenses that were allocated to the segment.

Respiratory Health Segment

The following table summarizes the Respiratory Health segment's performance for the three months ended March 31, 2026 and 2025:

			Increase/(Decrease)	
	Three Months Ended March 31,		2026 vs. 2025	
(in thousands, except percentages)	**2026**	**2025**	**Dollars**	**Percentage**
		(Unaudited)		
Net revenue	$ 178,140	$ 165,481	$ 12,659	7.6 %
Less:				
Cost of products and supplies (1)	34,921	34,054	867	2.5 %
Labor cost (1)	55,238	54,059	1,179	2.2 %
Other operating expenses (1)	18,302	14,826	3,476	23.4 %
Other segment items (2)	19,638	17,064	2,574	15.1 %
Adjusted EBITDA	$ 50,041	$ 45,478	$ 4,563	10.0 %
Adjusted EBITDA Margin	28.1%	27.5%		
Patient equipment depreciation	$ 33,057	$ 31,116	$ 1,941	6.2 %

(1) Represents the significant segment expense categories disclosed in Note 5, *Segment Information*, in the accompanying notes to the interim consolidated financial statements for the three months ended March 31, 2026 and 2025.

(2) Other segment items include allocated costs related to various general and administrative functions, such as revenue cycle management (including billing and collections), customer service, technology and communications, sales and marketing, accounting and finance, executive administration, human resources, information technology and legal and compliance.

Net Revenue

Net revenue from the Respiratory Health segment increased by $12.7 million, or 7.6%, for the three months ended March 31, 2026 compared to the prior year period, primarily due to an increase in net revenue from capitated revenue

arrangements as a result of an agreement entered into in the third quarter of 2025, as well as higher fixed monthly equipment reimbursements from higher patient census for oxygen equipment products.

Adjusted EBITDA

Adjusted EBITDA from the Respiratory Health segment increased by $4.6 million or 10.0%, for the three months ended March 31, 2026 compared to the prior year period, due to higher net revenue (as discussed above), partially offset by increased costs and expenses. The increase in cost of products and supplies was primarily due to higher patient census for oxygen equipment products and general inflationary cost increases. The increase in labor cost was primarily due to increased headcount, including variable labor to support a capitated revenue agreement entered into in the third quarter of 2025, as well as increases from merit and benefits costs, and inflationary increases. The increase in other operating expenses was primarily due to higher distribution-related expenses, facilities costs and marketing and advertising costs. The increase in other segment items was due to an increase in general and administrative expenses that were allocated to the segment.

Diabetes Health Segment

The following table summarizes the Diabetes Health segment's performance for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,		Increase/(Decrease) 2026 vs. 2025	
(in thousands, except percentages)	**2026**	**2025**	**Dollars**	**Percentage**
	(Unaudited)			
Net revenue	$ 142,166	$ 138,844	$ 3,322	2.4 %
Less:				
Cost of products and supplies (1)	106,957	104,069	2,888	2.8 %
Labor cost (1)	14,468	12,977	1,491	11.5 %
Other operating expenses (1)	2,132	1,856	276	14.9 %
Other segment items (2)	14,468	13,554	914	6.7 %
Adjusted EBITDA	$ 4,141	$ 6,388	$ (2,247)	(35.2) %
Adjusted EBITDA Margin	2.9%	4.6%		
Patient equipment depreciation	$ 2,634	$ 2,270	$ 364	16.0 %

(1) Represents the significant segment expense categories disclosed in Note 5, *Segment Information*, in the accompanying notes to the interim consolidated financial statements for the three months ended March 31, 2026 and 2025.

(2) Other segment items include allocated costs related to various general and administrative functions, such as revenue cycle management (including billing and collections), customer service, technology and communications, sales and marketing, accounting and finance, executive administration, human resources, information technology and legal and compliance.

Net Revenue

Net revenue from the Diabetes Health segment increased by $3.3 million, or 2.4%, for the three months ended March 31, 2026 compared to the prior year period, primarily due to growth in patient census for insulin pumps and supplies, partially offset by lower CGM patient census.

Adjusted EBITDA

Adjusted EBITDA from the Diabetes Health segment decreased by $2.2 million or 35.2%, for the three months ended March 31, 2026 compared to the prior year period, due to increased costs and expenses, partially offset by higher net revenue (as discussed above). The increase in the cost of products and supplies was primarily due to growth in patient census for insulin pumps and supplies, and general inflationary cost increases, partially offset by lower CGM patient census. The increase in labor cost was primarily due to merit and inflationary increases, and increased benefits costs. The increase in other segment items was due to an increase in general and administrative expenses that were allocated to the segment.

Wellness at Home Segment

The following table summarizes the Wellness at Home segment's performance for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,		Increase/(Decrease) 2026 vs. 2025	
(in thousands, except percentages)	**2026**	**2025**	**Dollars**	**Percentage**
		(Unaudited)		
Net revenue	$ 140,998	$ 157,206	$ (16,208)	(10.3) %
Less:				
Cost of products and supplies (1)	67,948	80,554	(12,606)	(15.6) %
Labor cost (1)	39,329	34,547	4,782	13.8 %
Other operating expenses (1)	13,616	13,569	47	0.3 %
Other segment items (2)	15,791	16,091	(300)	(1.9) %
Adjusted EBITDA	$ 4,314	$ 12,445	$ (8,131)	(65.3) %
Adjusted EBITDA Margin	3.1%	7.9%		
Patient equipment depreciation	$ 16,214	$ 12,340	$ 3,874	31.4 %

(1) Represents the significant segment expense categories disclosed in Note 5, *Segment Information*, in the accompanying notes to the interim consolidated financial statements for the three months ended March 31, 2026 and 2025.

(2) Other segment items include allocated costs related to various general and administrative functions, such as revenue cycle management (including billing and collections), customer service, technology and communications, sales and marketing, accounting and finance, executive administration, human resources, information technology and legal and compliance.

Net Revenue

Net revenue from the Wellness at Home segment decreased by $16.2 million, or 10.3%, for the three months ended March 31, 2026 compared to the prior year period, primarily due to decreased revenues from the disposition of certain incontinence and infusion businesses during 2025, which combined reduced net revenue by $35.8 million, partially offset by an increase in net revenue from capitated revenue arrangements as a result of an agreement entered into in the third quarter of 2025.

Adjusted EBITDA

Adjusted EBITDA from the Wellness at Home segment decreased by $8.1 million or 65.3%, for the three months ended March 31, 2026 compared to the prior year period, due to lower net revenue (as discussed above), partially offset by lower costs and expenses. The decrease in the cost of products and supplies was primarily due to the disposition of certain incontinence and infusion businesses during 2025, partially offset by an increase in costs from a capitated revenue agreement entered into in the third quarter of 2025. The increase in labor cost was primarily due to increased headcount to support a

capitated revenue agreement entered into in the third quarter of 2025, partially offset by a reduction in labor cost due to the disposition of certain incontinence and infusion businesses during 2025.

Free Cash Flow

AdaptHealth uses free cash flow, which is a financial measure that is not in accordance with U.S. GAAP, in its operational and financial decision-making and believes free cash flow is useful to investors because similar measures are frequently used by securities analysts, investors, ratings agencies and other interested parties to evaluate AdaptHealth's competitors and to measure the ability of companies to service their debt. AdaptHealth's presentation of free cash flow should not be construed as a measure of liquidity or discretionary cash available to AdaptHealth to fund its cash needs, including investing in the growth of its business and meeting its obligations.

Free cash flow should not be considered as a measure of financial performance under U.S. GAAP. Accordingly, this key business metric has limitations as an analytical tool. It should not be considered as an alternative to any performance measures derived in accordance with U.S. GAAP or as an alternative to cash flows from operating activities as a measure of AdaptHealth's liquidity.

AdaptHealth defines free cash flow as net cash provided by operating activities less cash paid for purchases of equipment and other fixed assets. For further discussion on free cash flow, including a reconciliation from cash flows provided by operating activities, see *Liquidity and Capital Resources - Free Cash Flow* below.

Liquidity and Capital Resources

AdaptHealth's principal sources of liquidity are its operating cash flows, borrowings under its credit agreements and other debt arrangements. AdaptHealth has used these funds to meet its capital requirements, which primarily consist of capital expenditures including patient equipment, product and supply costs, salaries, labor, benefits and other employee-related costs, third-party customer service, billing and collections and logistics costs, acquisitions, debt service, and to fund share repurchases. AdaptHealth's future capital expenditure requirements will depend on many factors, including its patient volume and revenue growth rates.

AdaptHealth's capital expenditures are made in advance of patients beginning service. Certain operating costs are incurred at the beginning of the equipment service period and during initial patient set-up.

AdaptHealth believes that its expected operating cash flows, together with its existing cash and amounts available under its existing credit agreement, will continue to be sufficient to fund its operations and growth strategies for at least the next twelve months.

AdaptHealth may seek additional equity or debt financing in connection with the growth of its business, primarily for acquisitions. In addition, economic conditions may cause disruption in the capital markets, which could make financing more difficult and/or expensive. In the event that additional financing is required from outside sources, AdaptHealth may not be able to raise it on acceptable terms or at all. If additional capital is unavailable when desired, AdaptHealth's business, results of operations, and financial condition could be materially adversely affected.

As of March 31, 2026, AdaptHealth had $48.0 million of cash.

On September 13, 2024, AdaptHealth entered into an amendment to its then existing credit agreement (as amended, the "2024 Credit Agreement"). The 2024 Credit Agreement included a $650 million term loan (the "2024 Term Loan"), and $300 million in revolving credit commitments with a $55 million letter of credit sublimit (the "2024 Revolver"). At March 31, 2026, there was $26.3 million outstanding under letters of credit. At March 31, 2026, based on the financial debt covenants under the 2024 Credit Agreement, the maximum amount AdaptHealth could have borrowed under the 2024 Revolver and remain in compliance with the financial debt covenants under the agreement was $173.7 million.

Under the 2024 Credit Agreement, AdaptHealth was subject to a number of restrictive covenants that, among other things, imposed operating and financial restrictions on AdaptHealth. Financial covenants included a Consolidated Total Leverage Ratio and a Consolidated Interest Coverage Ratio, both as defined in the 2024 Credit Agreement. The 2024 Credit Agreement also contained certain customary events of default, including, among other things, failure to make payments when

due thereunder, failure to observe or perform certain covenants, cross-defaults, bankruptcy and insolvency-related events, and non-compliance with healthcare laws. AdaptHealth was in compliance with the applicable covenants in the 2024 Credit Agreement as of March 31, 2026.

On April 10, 2026, AdaptHealth refinanced its debt borrowings under the 2024 Credit Agreement and entered into a new credit agreement (the "2026 Credit Agreement"). The 2026 Credit Agreement consists of a $325.0 million term loan (the "2026 Term Loan"), a $325.0 million delayed draw term loan (the "2026 Delayed Draw Term Loan"), and $450.0 million in commitments for revolving credit loans with a $75.0 million letter of credit sublimit and a $45.0 million swing line sublimit (the "2026 Revolver", and together with the 2026 Term Loan and the 2026 Delayed Draw Term Loan, the "2026 Credit Facility"). At closing, the Company borrowed $100.0 million under the 2026 Revolver. Borrowings under the 2026 Term Loan and the 2026 Revolver at closing were used in part to repay existing amounts outstanding under the 2024 Credit Agreement, and to pay related fees and expenses. The 2026 Credit Facility has a maturity in April 2031. However, the maturity of the 2026 Credit Facility is subject to a springing maturity date that is 91 days prior to the stated maturity dates of the Company's 6.125% Senior Notes, 4.625% Senior Notes and 5.125% Senior Notes (each as defined below), in each case if more than $150.0 million aggregate principal amount of such senior unsecured notes remains outstanding on such springing maturity date. The borrowings under the 2026 Term Loan requires quarterly principal repayments of $2.0 million beginning September 30, 2026 through June 30, 2028, increasing to $4.1 million beginning September 30, 2028 through March 31, 2031, and the unpaid principal balance is due at maturity in April 2031. Borrowings under the 2026 Revolver may be used for working capital and other general corporate purposes, including for capital expenditures and acquisitions permitted under the 2026 Credit Agreement. As of the date of this filing, there were $100.0 million in borrowings under the 2026 Revolver. Borrowings under the 2026 Delayed Draw Term Loan may be used for refinancing the Company's outstanding 6.125% Senior Notes and/or funding acquisitions permitted under the 2026 Credit Agreement. At the option of the Company, amounts borrowed under the 2026 Credit Facility bear interest at variable rates based upon either the Base Rate (as defined in the 2026 Credit Agreement), payable quarterly, or Term SOFR (as defined in the 2026 Credit Agreement), payable monthly or every three months depending on the interest period selected. Interest periods for Term SOFR loans are available for one, three, or six months at the option of the Company. Base Rate loans accrue interest at a per annum rate equal to the sum of (a) the Base Rate determined on each day (subject to a zero percent floor), plus (b) an applicable margin ranging from 0.125% to 1.0% per annum based on the Company's Consolidated Total Leverage Ratio (as defined in the 2026 Credit Agreement). Term SOFR loans accrue interest at a per annum rate equal to the sum of (a) Term SOFR for the applicable interest period (subject to a zero percent floor), plus (b) an applicable margin ranging from 1.125% to 2.0% per annum based on the Company's Consolidated Total Leverage Ratio. The 2026 Revolver carries a commitment fee during the term of the 2026 Credit Agreement ranging from 0.15% to 0.30% per annum of the actual daily undrawn portion of the 2026 Revolver depending upon the Company's Consolidated Total Leverage Ratio. In addition, the 2026 Delayed Draw Term Loan carries a commitment fee during the term of the 2026 Credit Agreement ranging from 0.15% to 0.30% per annum of the actual daily undrawn portion of the 2026 Delayed Draw Term Loan depending upon the Company's Consolidated Total Leverage Ratio beginning 45 days after closing.

Under the 2026 Credit Agreement, AdaptHealth is subject to a number of restrictive covenants that, among other things, impose operating and financial restrictions on AdaptHealth. Financial covenants include a Consolidated Total Leverage Ratio and a Consolidated Interest Coverage Ratio, both as defined in the 2026 Credit Agreement. The 2026 Credit Agreement also contains certain customary events of default, including, among other things, failure to make payments when due thereunder, failure to observe or perform certain covenants, cross-defaults, bankruptcy and insolvency-related events, and non-compliance with healthcare laws.

Any borrowing under the 2026 Credit Agreement may be repaid, in whole or in part, at any time and from time to time without premium or penalty, other than customary breakage costs, and any amounts repaid under the 2026 Revolver may be reborrowed. Mandatory prepayments are required under the 2026 Revolver when borrowings and letter of credit usage exceed the total commitments for revolving credit loans. Mandatory prepayments are also required in connection with certain dispositions of assets and receipt of certain insurance proceeds or condemnation awards to the extent proceeds thereof are not reinvested, and unpermitted debt transactions.

At March 31, 2026, AdaptHealth LLC had $1,425.0 million aggregate principal amount of unsecured senior notes outstanding. In August 2021, AdaptHealth issued $600.0 million aggregate principal amount of 5.125% senior unsecured notes (the "5.125% Senior Notes"). The 5.125% Senior Notes will mature on March 1, 2030. Interest on the 5.125% Senior Notes is payable on March 1st and September 1st of each year. The 5.125% Senior Notes are redeemable at AdaptHealth's option, in whole or in part, and the redemption price for the 5.125% Senior Notes if redeemed during the 12 months

beginning (i) March 1, 2026 is 101.281% and (ii) March 1, 2027 and thereafter is 100.000%, in each case together with accrued and unpaid interest. In addition, AdaptHealth may be required to make an offer to purchase the 5.125% Senior Notes upon the sale of certain assets or upon specific kinds of changes of control.

In January 2021, AdaptHealth issued $500.0 million aggregate principal amount of 4.625% senior unsecured notes (the "4.625% Senior Notes"). The 4.625% Senior Notes will mature on August 1, 2029. Interest on the 4.625% Senior Notes is payable on February 1st and August 1st of each year. The 4.625% Senior Notes are redeemable at AdaptHealth's option, in whole or in part, and the redemption price for the 4.625% Senior Notes is 100.000%, in each case together with accrued and unpaid interest. In addition, AdaptHealth may be required to make an offer to purchase the 4.625% Senior Notes upon the sale of certain assets or upon specific kinds of changes of control.

In July 2020, AdaptHealth issued $350.0 million aggregate principal amount of 6.125% senior unsecured notes (the "6.125% Senior Notes"). In November 2025 and January 2026, AdaptHealth repurchased $15.0 million and $10.0 million aggregate principal amount of the 6.125% Senior Notes at an average price of 100.253% and 100.800% of such principal amounts, respectively, through open market transactions. The outstanding balance under the 6.125% Senior Notes will mature on August 1, 2028. Interest on the 6.125% Senior Notes is payable on February 1st and August 1st of each year. The 6.125% Senior Notes are redeemable at AdaptHealth's option, in whole or in part, and the redemption price for the 6.125% Senior Notes if redeemed during the 12 months beginning (i) August 1, 2025 is 101.021% and (ii) August 1, 2026 and thereafter is 100.000%, in each case together with accrued and unpaid interest. In addition, AdaptHealth may be required to make an offer to purchase the 6.125% Senior Notes upon the sale of certain assets or upon specific kinds of changes of control.

A $16.5 million income tax receivable is included in prepaid and other current assets in the accompanying consolidated balance sheets as of March 31, 2026. The majority of the Company's income tax receivable relates to federal corporate income tax refunds, which are expected to be received later in 2026.

AdaptHealth had negative working capital of $55.8 million as of March 31, 2026 and working capital of $16.5 million as of December 31, 2025. A significant portion of AdaptHealth's current assets consists of accounts receivable from third-party payors that are responsible for payment for the products and services that AdaptHealth provides.

Cash Flow. The following table presents selected data from AdaptHealth's consolidated statements of cash flows for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
	(Unaudited)	
Net cash provided by operating activities	$ 93,722	$ 95,527
Net cash used in investing activities	(204,456)	(95,585)
Net cash provided by (used in) financing activities	52,562	(56,039)
Net decrease in cash	(58,172)	(56,097)
Cash at beginning of period	106,136	109,747
Cash at end of period	$ 47,964	$ 53,650

Net cash provided by operating activities for the three months ended March 31, 2026 and 2025 was $93.7 million and $95.5 million, respectively, decrease of $1.8 million. The decrease was the result of an $8.8 million increase in net loss, a net increase of $13.2 million in non-cash charges, primarily from depreciation and amortization, equity-based compensation, and the reduction in the carrying amount of operating and finance lease right-of-use assets, partially offset by a decrease in deferred income taxes, and a net $6.2 million decrease resulting from the change in operating assets and liabilities, primarily from the change in accounts receivable, inventory and accounts payable and accrued expenses.

Net cash used in investing activities for the three months ended March 31, 2026 and 2025 was $204.5 million and $95.6 million, respectively. The use of funds in 2026 primarily consisted of $121.2 million for equipment and other fixed

asset purchases, $84.7 million for business acquisitions, partially offset by $1.4 million of proceeds from the sale of assets. The use of funds for the 2025 period related to equipment and other fixed asset purchases.

Net cash provided by financing activities for the three months ended March 31, 2026 and 2025 was $52.6 million and $56.0 million, respectively. Net cash provided by financing activities for the 2026 period primarily consisted of borrowings on the 2024 Revolver of $100.0 million and proceeds of $0.5 million in connection with the employee stock purchase plan, partially offset by payments of $26.8 million in connection with the Company's liability relating to the TRA, repayments of $17.2 million on long-term debt and finance lease liabilities, payments of $2.4 million for tax withholdings associated with equity-based compensation, and a payment of $1.5 million for a distribution to the noncontrolling interest. Net cash used in financing activities for the 2025 period consisted of repayments of $28.2 million on long-term debt and finance lease liabilities, payments of $25.0 million in connection with the Company's liability relating to the TRA, a payment of $2.0 million for a distribution to the noncontrolling interest, and payments of $1.3 million for tax withholdings associated with equity-based compensation, offset by proceeds of $0.6 million in connection with the employee stock purchase plan.

Free Cash Flow

The following table reconciles net cash provided by operating activities to free cash flow for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
	(Unaudited)	
Net cash provided by operating activities	$ 93,722	$ 95,527
Purchases of equipment and other fixed assets	(121,212)	(95,585)
Free cash flow	**$ (27,490)**	**$ (58)**

Free cash flow was negative $27.5 million and negative $0.1 million for the three months ended March 31, 2026 and 2025, respectively. The decrease in free cash flow was primarily due to an increase in purchases of patient medical equipment during the three months ended March 31, 2026 primarily to support capitated revenue arrangements.

Critical Accounting Policies and Estimates

The discussion and analysis of the Company's financial condition and results of operations is based upon the Company's consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of the Company's consolidated financial statements requires its management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses and related disclosures of contingent assets and liabilities. The Company's management bases its estimates, assumptions and judgments on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Different assumptions and judgments would change the estimates used in the preparation of the Company's consolidated financial statements which, in turn, could change the results from those reported. In addition, actual results may differ from these estimates and such differences could be material to the Company's financial position and results of operations.

Critical estimates are those that the Company's management considers the most important to the portrayal of the Company's financial condition and results of operations because they require management's most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. The Company's critical estimates in relation to its consolidated financial statements include those related to revenue recognition and valuation of goodwill. There have been no material changes in the Company's critical accounting policies and critical estimates as compared to the critical accounting policies and critical estimates described in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our exposure to market risk relates to fluctuations in interest rates from borrowings under the 2024 Credit Agreement. As of March 31, 2026, there was $310.9 million outstanding under the 2024 Term Loan, $100.0 million of outstanding borrowings under the 2024 Revolver, $26.3 million outstanding under letters of credit, and based on the financial debt covenants under the 2024 Credit Agreement, the maximum amount the Company could borrow under the 2024 Revolver and remain in compliance with the financial debt covenants under the agreement was $173.7 million. Amounts borrowed under the 2024 Credit Agreement bear interest at variable rates determined in relation to the Base Rate (as defined) or Term SOFR (as defined), at our option. Due to the interest rates being variable, fluctuations in interest rates may impact our earnings. Based on our current level of debt, we estimate that a 100 basis point change in interest rates would have a $4.3 million annual impact on our net income (loss) before taxes.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")) as of March 31, 2026. Disclosure controls and procedures are designed to ensure that information required to be disclosed by us in our Exchange Act reports is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, during the period covered by this Quarterly Report, our internal control over financial reporting was effective.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the quarter ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

From time to time and in the normal course of business, the Company is involved in legal proceedings relating to its business. While there can be no assurance, based on the Company's evaluation of information currently available, the Company's management, following consultation with legal counsel, does not expect the ultimate disposition of any or a combination of any such legal proceedings to have a material adverse effect on our business, financial condition or operating results. However, the Company's assessment may change in the future based upon availability of new information and further developments in such legal proceedings. The results of legal proceedings are inherently uncertain, and material adverse outcomes are possible. Regardless of the outcome of any particular legal proceedings and the merits of any particular claim, litigation can have a material adverse impact on the Company due to, among other reasons, any injunctive relief granted which could inhibit the Company's ability to operate its business, amounts paid as damages or in settlement of any such matter, diversion of management resources and defense costs. See Note 15, *Commitments and Contingencies,* included in the accompanying notes to the interim consolidated financial statements for the three months ended March 31, 2026 and 2025 in this report for information concerning other potential contingent liabilities matters that do not rise to the level of materiality for purposes of disclosure hereunder.

Item 1A. Risk Factors

Except as set forth below, there have been no material changes to the Company's risk factors disclosed under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on February 24, 2026. Any of those factors could result in a significant or material adverse effect on our results of operations or financial condition. Additional risk factors not presently known to us or that we currently deem immaterial may also impair our business or results of operations.

Centers for Medicare & Medicaid Services ("CMS") actions to impose temporary enrollment moratoria and heightened screening for certain DMEPOS supplier types could limit our ability to expand, pursue acquisitions, or maintain expected operational flexibility and could increase our compliance costs.

In February 2026, CMS announced the imposition of a 6-month nationwide temporary moratorium on the Medicare enrollment of certain DMEPOS "medical supply company" supplier types, with the stated objective of combating fraud, waste, and abuse. The moratorium generally applies to new enrollments and new practice locations for the specified supplier types, may be extended in additional six-month increments, and CMS indicated it will closely scrutinize enrollment applications during the moratorium period, including through site visits and other verification activities. Although the moratorium is generally directed at newly enrolling suppliers, it could adversely affect our business to the extent we seek to (i) open new locations or otherwise undertake expansion initiatives that require new supplier enrollments or specialty classifications, (ii) acquire, consolidate, or integrate DME operations in a manner that triggers a new enrollment requirement, or (iii) acquire supplier entities that are required to re-enroll as a result of ownership changes. In particular, CMS highlighted that certain non-exempt changes in majority ownership within a defined period may require termination of existing billing privileges and re-enrollment as a new supplier, and CMS stated that the moratorium would prohibit re-enrollment in such circumstances for covered supplier types. More broadly, the announcement reflects an enhanced program integrity posture toward portions of the DMEPOS supplier sector, and similar CMS actions in the future, including extensions, expansions to additional supplier categories, or other enrollment and screening initiatives, could increase administrative burden, delay growth initiatives, heighten audit and investigation risk, and result in enrollment denials or other adverse actions. Any of these developments could materially adversely impact the Company's ability to open new locations and consummate new acquisitions, and therefore materially adversely impact the Company's revenue, financial condition, results of operations, and cash flows.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

We had no sales of unregistered equity securities during the period covered by this report that were not previously reported in a Quarterly Report on Form 10-Q or a Current Report on Form 8-K.

There were no purchases of our Common Stock made during the three months ended March 31, 2026 by us or any of our "affiliated purchasers" as defined in Rule 10b-18(a)(3) under the Exchange Act.

Item 3. Defaults upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

On March 2, 2026, Russell Schuster, the Company's Chief Commercial Officer, adopted a Rule 10b5-1 Trading Plan (the "Schuster 10b5-1 Plan") to allow for the sale of (i) 22,550 long shares of the Company's common stock and (ii) restricted stock units which are scheduled to vest in February 2027 (49,271 gross shares) net of taxes, at predetermined future dates pursuant to its terms. The Schuster 10b5-1 Plan is intended to satisfy the affirmative defense conditions of Securities Exchange Act Rule 10b5-1(c). The Schuster 10b5-1 Plan is set to expire on February 26, 2027, or upon the earlier completion of all authorized transactions under the plan.

During the three months ended March 31, 2026, no other of the Company's directors or officers adopted, terminated, or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act of 1933).

Item 6. Exhibits

See Exhibit Index for documents filed or furnished herewith and incorporated herein by reference.

EXHIBIT INDEX

Exhibit Number	Description
3.1	Fourth Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K, filed with the SEC on June 21, 2024).
3.2	Second Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 of the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 6, 2024).
3.3	Certificate of Designation of Preferences, Rights and Limitations of Series B-1 Convertible Preferred Stock (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on June 26, 2020).
10.1†	Employment Agreement, dated as of November 5, 2024, by and between AdaptHealth Corp. and Russell Schuster.
10.2	Credit Agreement, dated April 10, 2026, by and between AdaptHealth LLC, the lenders party thereto and Bank of America, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed with the SEC on April 13, 2026).
31.1*	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32**	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS***	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH***	XBRL Taxonomy Extension Schema Document
101.CAL***	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF***	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB***	XBRL Taxonomy Extension Label Linkbase Document
101.PRE***	XBRL Taxonomy Extension Presentation Linkbase Document
Exhibit 104***	Cover Page Interactive Data File - The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

* Filed herewith.
** Furnished herewith.
*** XBRL (eXtensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.
† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AdaptHealth Corp.

May 5, 2026 By: /s/ Suzanne Foster
Suzanne Foster
Chief Executive Officer and Director
(Principal Executive Officer)

May 5, 2026 By: /s/ Jason Clemens
Jason Clemens
Chief Financial Officer
(Principal Financial Officer)

May 5, 2026 By: /s/ Christine E. Archbold
Christine E. Archbold
Chief Accounting Officer
(Principal Accounting Officer)

Exhibit 10.1

Execution Version

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "***Agreement***") is made and entered into as of this 5th day of November 2024, by and between AdaptHealth Corp., a Delaware corporation (the "***Company***"), and Russell Schuster ("***Executive***").

W I T N E S S E T H:

WHEREAS, the Company provided Executive with an offer letter dated October 31, 2024 (the "***Offer Letter***"), setting forth the proposed terms and conditions of Executive's employment with the Company; and

WHEREAS, the Company desires to employ Executive and to enter into this Agreement embodying the terms of such employment and containing the terms consistent with the Offer Letter, and Executive desires to enter into this Agreement and to accept such employment, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Company and Executive hereby agree as follows:

Section 1. Definitions.

(a) "***Accountants***" shall have the meaning ascribed to such term in Section 11(b) hereof.

(b) "***Accrued Obligations***" shall mean (i) all accrued but unpaid Base Salary through the date of termination of Executive's employment, (ii) any unpaid or unreimbursed expenses incurred in accordance with Section 7 hereof, and (iii) any benefits provided under the Company's employee benefit plans upon a termination of employment (excluding any employee benefit plan providing for severance or similar benefits), in accordance with the terms contained therein.

(c) "***Agreement***" shall have the meaning set forth in the preamble hereto.

(d) "***Annual Bonus***" shall have the meaning set forth in Section 4(b) hereof.

(e) "***Base Salary***" shall mean the salary provided for in Section 4(a) hereof or any increased salary granted to Executive pursuant to Section 4(a) hereof.

(f) "***Board***" shall mean the Board of Directors of the Company.

(g) "***Cause***" shall mean (i) Executive's act(s) of gross negligence or willful misconduct in the course of Executive's employment hereunder, (ii) failure or refusal by Executive to perform in any material respect Executive's duties or responsibilities, (iii) misappropriation (or attempted misappropriation) by Executive of any assets or business opportunities of the Company or any other member of the Company Group, (iv) theft, embezzlement or fraud committed (or attempted) by Executive, at Executive's direction, or with Executive's prior actual knowledge,

(v) Executive's conviction of or pleading "guilty" or " no contest" to, (x) a felony or (y) any other criminal charge that has, or could be reasonably expected to have, an adverse impact on the performance of Executive's duties to the Company or any other member of the Company Group or otherwise result in material injury to the reputation or business of the Company or any other member of the Company Group, (vi) any material violation by Executive of the policies of the Company or any other member of the Company Group, including but not limited to those relating to sexual harassment or business conduct, and those otherwise set forth in the manuals or statements of policy of the Company or any other member of the Company Group,
(vii) Executive's material breach of this Agreement or breach of any restrictive covenant agreement between Executive and a member of the Company Group (including the Restrictive Covenant Agreement), (viii) an act or omission of Executive that is intended to result in material injury to the business, property, operations, financial conditions or reputation of the Company or any other member of the Company Group, or (ix) Executive's failure to reasonably cooperate, if requested by the Company, with any investigation or inquiry into Executive's or the Company's business practices (in each case, to the extent related to the Company or any other member of the Company Group), whether internal or external, including, but not limited to, Executive's refusal to be deposed or to provide truthful testimony or evidence at any trial, proceeding or inquiry. If, within ninety (90) days subsequent to Executive's termination for any reason other than by the Company for Cause, the Company determines that Executive's employment could have been terminated for Cause pursuant to clauses (iii), (iv) or (v) of the definition thereof, Executive's employment will be deemed to have been terminated for Cause for all purposes, and Executive will be required to repay or return to the Company all amounts and benefits received pursuant to this Agreement or otherwise on account of such termination that would not have been payable or provided to Executive had such termination been by the Company for Cause. For the avoidance of doubt, Executive's failure to perform or achieve annual performance objectives set forth by the Company alone shall not constitute Cause hereunder.

(h) "***COBRA***" shall mean Part 6 of Title I of the Employee Retirement Income Security Act of 1974, as amended, and Section 4980B of the Code, and the rules and regulations promulgated under either of them.

(i) "***Code***" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(j) "***Company***" shall have the meaning set forth in the preamble hereto.

(k) "***Company Group***" shall mean the Company together with any direct or indirect subsidiaries of the Company.

(l) "***Company Payment***" shall have the meaning ascribed to such term in Section 11(b) hereof.

(m) "***Compensation Committee***" shall mean the Board or the committee of the Board designated to make compensation decisions relating to senior executive officers of the Company Group.

(n) "***Disability***" shall mean any physical or mental disability or infirmity of Executive that prevents the substantial performance of Executive's duties for a period of (i) ninety (90) consecutive days or (ii) one hundred twenty (120) non-consecutive days during any twelve (12) month period. Any question as to the existence, extent, or potentiality of Executive's Disability upon which Executive and the Company cannot agree shall be determined by a qualified, independent physician selected by the Company and approved by Executive (which approval shall not be unreasonably withheld). The determination of any such physician shall be final and conclusive for all purposes of this Agreement.

(o) "***Equity Plan***" shall have the meaning set forth in Section 4(c) hereof.

(p) "***Executive***" shall have the meaning set forth in the preamble hereto.

(q) "***Good Reason***" shall mean, without Executive's consent, (i) following a "Change in Control" (as such term is defined in the Equity Plan) only, a material diminution in Executive's title, duties, or responsibilities as in effect immediately prior to such Change in Control that results in Executive no longer serving in a senior leadership capacity at the Company, (ii) a reduction in Base Salary set forth in Section 4(a) hereof or Annual Bonus opportunity as set forth in Section 4(b) hereof (other than pursuant to an across-the-board reduction applicable to all similarly-situated executives), or (iii) the relocation of Executive's principal place of employment (as provided in Section 3(c) hereof) more than fifty (50) miles from its then-current principal location. For the avoidance of doubt, a change in Executive's reporting alone shall not be a breach of this Agreement or otherwise result in Good Reason. Notwithstanding the foregoing, during the Term, in the event that the Company reasonably believes that Executive may have engaged in conduct that could constitute Cause hereunder, the Company may, in its sole and absolute discretion, suspend Executive from performing Executive's duties hereunder, and in no event shall any such suspension constitute an event pursuant to which Executive may terminate employment with Good Reason or otherwise constitute a breach hereunder; *provided*, that no such suspension shall alter the Company's economic obligations under this Agreement during such period of suspension (including, without limitation, continued payment of Executive's Base Salary, Annual Bonus eligibility, vesting of outstanding equity awards, and participation in benefit plans).

(r) "***Inducement RSUs***" shall have the meaning set forth in Section 4(c) hereof.

(s) "***Person***" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(t) "***Release of Claims***" shall mean the Release of Claims in substantially the same form attached hereto as Exhibit B (as the same may be revised from time to time by the Company upon the advice of counsel).

(u) "***Restrictive Covenant Agreement***" shall mean the Restrictive Covenant Agreement attached hereto as Exhibit A.

(v) "***Severance Benefits***" shall have the meaning set forth in Section 8(g) hereof.

(w) "***Severance Term***" shall mean the twelve (12)-month period following Executive's termination by the Company without Cause (other than by reason of death or Disability) or by Executive for Good Reason.

(x) "***Specified Employee Payment Date***" shall have the meaning set forth in Section 13(a) hereof.

(y) "***Start Date***" shall mean January 2, 2025.

(z) "***Term***" shall mean the period specified in Section 2 hereof.

Section 2. Acceptance and Term.

The Company agrees to employ Executive, and Executive agrees to serve the Company, on the terms and conditions set forth herein. Notwithstanding anything herein to the contrary, the parties hereto acknowledge and agree that a direct or indirect subsidiary of the Company may be the actual employer of record with all governmental agencies and may be responsible for fulfilling all or any portion of the Company's payroll and benefit obligations under this Agreement. The Term shall commence on the Start Date and shall continue until terminated as provided in Section 8 hereof.

Section 3. Position, Duties, and Responsibilities; Place of Performance.

(a) Position, Duties, and Responsibilities. During the Term, Executive shall be employed and serve as the Chief Commercial Officer of the Company (together with such other position or positions consistent with Executive's title as the Board shall specify from time to time), shall have such duties and responsibilities commensurate with such title, and shall initially report to the Chief Executive Officer of the Company. For the avoidance of doubt, Executive's position is considered "exempt" for purposes of the Fair Labor Standards Act. Executive also agrees to serve as an officer and/or director of the Company and/or any other member of the Company Group, in each case without additional compensation, if requested at any time during the Term.

(b) Performance. Executive shall devote Executive's full business time, attention, skill, and best efforts to the performance of Executive's duties under this Agreement and shall not engage in any other business or occupation during the Term, including, without limitation, any activity that (x) conflicts with the interests of the Company or any other member of the Company Group, (y) interferes with the proper and efficient performance of Executive's duties for the Company, or (z) interferes with Executive's exercise of judgment in the Company's best interests. Notwithstanding the foregoing, nothing herein shall preclude Executive from (i) serving as a member of the boards of directors of up to one non-competing publicly-traded businesses and up to three privately-held businesses; *provided*, that Executive's service does not create a conflict of interest and Executive timely discloses any such service in accordance with the Company's conflict-of-interest or similar process as in effect from time to time, (ii) engaging in charitable activities and community affairs, and (iii) managing Executive's personal investments and affairs; *provided*, *however*, that the activities set out in clauses (i), (ii), and (iii) shall be limited by Executive so as not to materially interfere, individually or in the aggregate, with the performance of Executive's duties and responsibilities hereunder. Executive will be subject to all rules,

policies, procedures and handbooks applicable to employees at the Company generally or at Executive's level or in Executive's position. The Company reserves the right to amend, modify, reduce, discontinue, or terminate any or all policies and benefits.

(c) Principal Place of Employment. Executive's principal place of employment shall be at Executive's primary residence in the Chicago, Illinois metropolitan area (though it is understood that Executive may work remotely from other locations until the end of the 2024-2025 school year), although Executive will be expected to work from current and future office locations of the Company Group from time to time (and in no event shall the requirement to work from any Company Group locations consistent with this expectation result in Executive having Good Reason hereunder). Executive understands and agrees that Executive may also be required to travel from time to time for business reasons.

Section 4. Compensation.

During the Term, Executive shall be entitled to the following compensation:

(a) Base Salary. Executive shall be paid an annualized Base Salary, payable in accordance with the regular payroll practices of the Company, of not less than $450,000, with increases, if any, as may be approved in writing by the Compensation Committee.

(b) Annual Bonus. Executive shall be eligible for an annual incentive bonus award determined by the Compensation Committee in respect of each fiscal year during the Term (the "***Annual Bonus***"). The target Annual Bonus for each fiscal year (commencing with the Company's 2025 fiscal year) shall be one hundred percent (100%) of Executive's Base Salary for the fiscal year in which the Annual Bonus is attributed to (the "***Target Annual Bonus***"), with the actual Annual Bonus payable in respect of any fiscal year based upon the level of achievement of annual Company Group and individual performance objectives for such fiscal year, as determined by the Compensation Committee and communicated to Executive. The Annual Bonus shall be paid to Executive at the same time as annual bonuses are generally payable to other senior executives of the Company subject to Executive's continuous employment through the payment date except as otherwise provided for in this Agreement.

(c) Sign-On Bonus. Executive shall, subject to his continuous employment through the payment date, be entitled to receive a cash sign-on bonus in an amount equal to $100,000 (the "***Sign-On Bonus***"), payable on the first regularly scheduled payroll date on or immediately following February 2, 2025; *provided*, that, in the event of Executive's employment is terminated by the Company for Cause or Executive resigns without Good Reason, in each case, prior to the first (1st) anniversary of the Start Date, Executive shall be obligated to repay the full the amount of the Sign-On Bonus to the Company promptly following such termination or resignation, as applicable.

(d) Inducement Equity Award. As an inducement for Executive to enter into this Agreement, Executive shall, within sixty (60) days of the Start Date (the "***Grant Date***"), be granted restricted stock units (the "***Inducement RSUs***") covering a number of shares of the Company's common stock with a value on the date of grant of $500,000 (determined using the twenty (20)-trading day volume weighted average price as of the date immediately prior to the

Start Date consistent with the Company's historic practices). The Inducement RSUs will be granted pursuant to the Company's Second Amended and Restated 2019 Stock Incentive Plan, as amended and/or restated from time to time (the "***Equity Plan***") and an award agreement in a form reasonably acceptable to the Compensation Committee. The Inducement RSUs will vest in three (3) substantially equal annual installments on February 1, 2026, February 1, 2027 and February 1, 2028, subject to Executive's continuous employment through the applicable vesting date.

(e) Future Equity Plan Eligibility Executive shall be eligible to receive additional grants pursuant to the Equity Plan or any successor thereto commencing in 2025. Any such grants shall be determined in the sole discretion of the Compensation Committee. The parties hereto acknowledge and agree that the current intent of the Compensation Committee is to provide Executive with annual grants covering a number of shares of the Company's common stock with a value of $1,000,000, with the number of shares subject to each such award being determined using the twenty (20)-trading day volume weighted average price as of the date immediately prior to the applicable date of grant, but nothing herein shall entitle Executive to any specific award or any specific terms or conditions in any year.

Section 5. Employee Benefits.

During the Term, Executive shall be entitled to participate in health, insurance, retirement, and other benefits provided generally to similarly situated executive employees of the Company. Executive shall also be entitled to the same number of holidays, vacation days, and sick days, as well as any other benefits, in each case as are generally allowed to similarly situated executive employees of the Company in accordance with the Company policy as in effect from time to time. Executive will also participate in the Company's Results-Driven Time-Off Program pursuant to which senior executives of the Company are permitted to schedule and use time off as needed, subject to business requirements, without any limitation as to the number of days. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any employee benefit plan or policy at any time without providing Executive notice, and the right to do so is expressly reserved.

Section 6. Key-Person Insurance.

At any time during the Term, the Company shall have the right to insure the life of Executive for the sole benefit of the Company, in such amounts, and with such terms, as it may determine. All premiums payable thereon shall be the obligation of the Company. Executive shall have no interest in any such policy, but agrees to cooperate with the Company in procuring such insurance by submitting to physical examinations, supplying all information required by the insurance company, and executing all necessary documents, provided that no financial obligation is imposed on Executive by any such documents.

Section 7. Reimbursement of Business Expenses.

During the Term, the Company shall pay (or promptly reimburse Executive) for documented, out-of-pocket expenses reasonably incurred by Executive in the course of performing Executive's duties and responsibilities hereunder, which are consistent with the Company's

policies in effect from time to time with respect to business expenses, subject to the Company's requirements with respect to reporting of such expenses.

Section 8. Termination of Employment.

(a) General. The Term shall terminate upon the earliest to occur of (i) Executive's death, (ii) a termination by reason of a Disability, (iii) a termination by the Company with or without Cause, and (iv) a termination by Executive with or without Good Reason. Upon any termination of Executive's employment for any reason, except as may otherwise be requested by the Company in writing and agreed upon in writing by Executive, Executive shall be deemed to have resigned from any and all directorships, committee memberships, and any other positions Executive holds with the Company or any other member of the Company Group and hereby agrees to execute any documents that the Company (or any member of the Company Group) determines necessary to effectuate such resignations. Notwithstanding anything herein to the contrary, the payment (or commencement of a series of payments) hereunder of any "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) upon a termination of employment shall be delayed until such time as Executive has also undergone a "separation from service" as defined in Treas. Reg. 1.409A-1(h), at which time such nonqualified deferred compensation (calculated as of the date of Executive's termination of employment hereunder) shall be paid (or commence to be paid) to Executive on the schedule set forth in this Section 8 as if Executive had undergone such termination of employment (under the same circumstances) on the date of Executive's ultimate "separation from service."

(b) Termination Due to Death or Disability. Executive's employment shall terminate automatically upon Executive's death. The Company may terminate Executive's employment immediately upon the occurrence of a Disability, such termination to be effective upon Executive's receipt of written notice of such termination. Upon Executive's death or in the event that Executive's employment is terminated due to Executive's Disability, Executive or Executive's estate or Executive's beneficiaries, as the case may be, shall be entitled to:

(i) The Accrued Obligations;

(ii) Any unpaid Annual Bonus in respect of any completed fiscal year that has ended prior to the date of such termination, which amount shall be paid at such time annual bonuses are paid to other senior executives of the Company, but in no event later than the date that is two and one-half (2½) months following the last day of the fiscal year in which such termination occurred; and

(iii) If such termination occurs on or after the April 1st of the applicable calendar year of termination, an amount equal to the product of (x) the actual Annual Bonus payable in respect of the calendar year of such termination based on actual achievement of the applicable Company Group performance criteria on the same basis as other senior executives of the Company, and (y) a fraction, the numerator of which is the number of days during the calendar year of such termination prior to the date of termination, and the denominator of which is 365 (or 366 if such termination occurs during a leap year), payable at such time annual bonuses in respect of such calendar year are paid to other senior executives of the Company, but in no event later than the

date that is two and one-half (2½) months following the last day of the calendar year in which such termination occurred.

Following Executive's death or a termination of Executive's employment by reason of a Disability, except as set forth in this Section 8(b), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company with Cause.

(i) The Company may terminate Executive's employment at any time with Cause, effective upon Executive's receipt of written notice of such termination; *provided*, *however*, that with respect to any Cause termination relying on clause (ii) or (vi) of the definition of Cause set forth in Section 1(g) hereof, to the extent that such act or acts or failure or failures to act are curable, Executive shall be given not less than twenty (20) days' written notice by the Board of the Company's intention to terminate Executive with Cause, such notice to state in detail the particular act or acts or failure or failures to act that constitute the grounds on which the proposed termination with Cause is based, and such termination shall be effective at the expiration of such twenty (20) day notice period, unless Executive has, in the Board's reasonable and good faith determination, fully cured such act or acts or failure or failures to act that give rise to Cause during such period.

(ii) In the event that the Company terminates Executive's employment with Cause, Executive shall be entitled only to the Accrued Obligations. Following such termination of Executive's employment with Cause, except as set forth in this Section 8(c)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company without Cause. The Company may terminate Executive's employment at any time without Cause, effective upon Executive's receipt of written notice of such termination. In the event that Executive's employment is terminated by the Company without Cause (other than due to death or Disability), Executive shall be entitled to:

(i) The Accrued Obligations;

(ii) Any unpaid Annual Bonus in respect of any completed fiscal year that has ended prior to the date of such termination, which amount shall be paid at such time annual bonuses are paid to other senior executives of the Company, but in no event later than the date that is two and one-half (2½) months following the last day of the fiscal year in which such termination occurred;

(iii) Continued payment of the Base Salary during the Severance Term, payable in accordance with the Company's regular payroll practices;

(iv) If such termination occurs on or after the April 1st of the applicable calendar year of termination, an amount equal to the product of (x) the actual Annual Bonus payable in respect of the calendar year of such termination based on actual achievement of the applicable Company Group performance criteria on the same basis as other senior executives of the Company, and (y) a fraction, the numerator of which is the number of days during the calendar year of such termination prior to the date of termination, and the denominator of which is 365 (or 366 if such

termination occurs during a leap year), payable at such time annual bonuses in respect of such calendar year are paid to other senior executives of the Company, but in no event later than the date that is two and one-half (2½) months following the last day of the calendar year in which such termination occurred; and

(v) To the extent permitted by applicable law without any penalty to Executive or any member of the Company Group and subject to Executive's timely election of COBRA continuation coverage under the Company's group health plan, on the first regularly scheduled payroll date of each month of the Severance Term, the Company will pay directly to or on behalf of Executive an amount equal to the "applicable percentage" of the monthly COBRA premium cost. For purposes hereof, the "***applicable percentage***" shall be the percentage of the health care premium costs covered by the Company for active executive officers determined as of the date of Executive's termination of employment.

Notwithstanding the foregoing, the payments and benefits described in clauses (ii), (iii), (iv) and (v) above shall immediately terminate, and the Company shall have no further obligations to Executive with respect thereto, in the event that Executive breaches any provision of the Restrictive Covenant Agreement. Following such termination of Executive's employment by the Company without Cause, except as set forth in this Section 8(d), Executive shall have no further rights to any compensation or any other benefits under this Agreement. For the avoidance of doubt, Executive's sole and exclusive remedy upon a termination of employment by the Company without Cause shall be receipt of the Severance Benefits.

(e) Termination by Executive with Good Reason. Executive may terminate Executive's employment with Good Reason by providing the Company twenty (20) days' written notice setting forth in reasonable specificity the event that constitutes Good Reason, which written notice, to be effective, must be provided to the Company within ninety (90) days of the occurrence of such event. During such twenty (20) day notice period, the Company shall have a cure right (if curable), and if not cured within such period, Executive's termination will be effective upon the expiration of such cure period, and Executive shall be entitled to the same payments and benefits as provided in Section 8(d) hereof for a termination by the Company without Cause, subject to the same conditions on payment and benefits as described in Section 8(d) hereof. Following such termination of Executive's employment by Executive with Good Reason, except as set forth in this Section 8(e), Executive shall have no further rights to any compensation or any other benefits under this Agreement. For the avoidance of doubt, Executive's sole and exclusive remedy upon a termination of employment with Good Reason shall be receipt of the Severance Benefits.

(f) Termination by Executive without Good Reason. Executive may terminate Executive's employment without Good Reason by providing the Company thirty (30) days' written notice of such termination. In the event of a termination of employment by Executive under this Section 8(f), Executive shall be entitled only to the Accrued Obligations. In the event of termination of Executive's employment under this Section 8(f), the Company may, in its sole and absolute discretion, by written notice accelerate such date of termination without changing the characterization of such termination as a termination by Executive without Good Reason. Following such termination of Executive's employment by Executive without Good Reason,

except as set forth in this Section 8(f), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(g) Release. Notwithstanding any provision herein to the contrary, the payment of any amount or provision of any benefit pursuant to subsection (b), (d), or (e) of this Section 8 (other than the Accrued Obligations) (collectively, the "***Severance Benefits***") shall be conditioned upon Executive's execution, delivery to the Company, and non-revocation of the Release of Claims (and the expiration of any revocation period contained in such Release of Claims) within sixty (60) days following the date of Executive's termination of employment hereunder. If Executive fails to execute the Release of Claims in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60) day period, or timely revokes Executive's acceptance of such release following its execution, Executive shall not be entitled to any of the Severance Benefits. Further, (i) to the extent that any of the Severance Benefits constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code, any payment of any amount or provision of any benefit otherwise scheduled to occur prior to the sixtieth (60^{th}) day following the date of Executive's termination of employment hereunder, but for the condition on executing the Release of Claims as set forth herein, shall not be made until the first regularly scheduled payroll date following such sixtieth (60^{th}) day and (ii) to the extent that any of the Severance Benefits do not constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, any payment of any amount or provision of any benefit otherwise scheduled to occur following the date of Executive's termination of employment hereunder, but for the condition on executing the Release of Claims as set forth herein, shall not be made until the first regularly scheduled payroll date following the date the Release of Claims is timely executed and the applicable revocation period has ended, after which, in each case, any remaining Severance Benefits shall thereafter be provided to Executive according to the applicable schedule set forth herein. For the avoidance of doubt, in the event of a termination due to Executive's death or Disability, Executive's obligations herein to execute and not revoke the Release of Claims may be satisfied on Executive's behalf by Executive's estate or a person having legal power of attorney over Executive's affairs.

Section 9. Restrictive Covenant Agreement.

As a condition of, and prior to commencement of, Executive's employment with the Company, Executive shall have executed and delivered to the Company the Restrictive Covenant Agreement. The parties hereto acknowledge and agree that this Agreement and the Restrictive Covenant Agreement shall be considered separate contracts, and the Restrictive Covenant Agreement will survive the termination of this Agreement for any reason.

Section 10. Representations and Warranties of Executive.

Executive represents and warrants to the Company that —

(a) Executive is entering into this Agreement voluntarily and that Executive's employment hereunder and compliance with the terms and conditions hereof will not conflict with or result in the breach by Executive of any agreement to which Executive is a party or by which Executive may be bound;

(b) Executive has not (i) violated, and in connection with Executive's employment with the Company will not violate, any non-solicitation, non-competition, notice or other similar covenant or agreement (whether written or oral) of a prior employer by which Executive is or may be bound, or (ii) engaged in any conduct or made any representations that could result in a court of competent jurisdiction granting a temporary or permanent injunction or restraining order against Executive commencing, or continuing, Executive's employment with the Company;

(c) Executive has not retained, and has returned, all confidential or proprietary information Executive may have obtained in connection with employment with any prior employer and, in connection with Executive's employment with the Company (and service to the Company Group), Executive will not use any confidential or proprietary information Executive may have obtained in connection with employment with any prior employer;

(d) Executive (i) is not aware of any reason why Executive's hiring by, or work for, the Company could cause any damage to the Company's reputation, (ii) is not subject to any disciplinary action while employed by (or providing services to) any former employer (or other entity) that could reasonably be expected to cause any damage to the Company's reputation, and

(iii) is not aware of any on-going investigation or cause of action by any regulatory, self-regulatory or other governmental authority involving acts or omissions of Executive or any of Executive's direct reports at any former employer (or other entity); and

(e) Executive has not engaged in any illegal conduct (including, without limitation, violations of any regulatory or self-regulatory agency rules or regulations) during the course of Executive's employment with (or provision of services to) any former employer (or other entity).

Executive acknowledges and agrees that the representations and warranties contained in this Section 10 are fundamental to the Company agreeing to employ Executive, and that the Company (and/or other members of the Company Group) would reasonably be expected to suffer grave damage should any of Executive's representations or warranties herein ever prove to have been inaccurate when made.

Section 11. Taxes; Modified 280G Cutback.

(a) The Company may withhold from any payments made under this Agreement all applicable taxes, including but not limited to income, employment, and social insurance taxes, as shall be required by law. Executive acknowledges and represents that the Company has not provided any tax advice to Executive in connection with this Agreement and that Executive has been advised by the Company to seek tax advice from Executive's own tax advisors regarding this Agreement and payments that may be made to Executive pursuant to this Agreement, including specifically, the application of the provisions of Section 409A of the Code to such payments.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event that any payment that is either received by Executive or paid by the Company Group on Executive's behalf or any property, or any other benefit provided to Executive under this Agreement or under any other plan, arrangement or agreement with the Company Group or any other person whose payments or benefits are treated as contingent on a change of ownership or

control of the Company (or in the ownership of a substantial portion of the assets of the Company) or any person affiliated with the Company or such person (but only if such payment or other benefit is in connection with Executive's employment by the Company Group) (collectively the "***Company Payments***"), will be subject to the tax imposed by Section 4999 of the Code (and any similar tax that may hereafter be imposed by any taxing authority), then Executive will be entitled to receive either (i) the full amount of the Company Payments, or (ii) a portion of the Company Payments having a value equal to $1 less than three (3) times Executive's "base amount" (as such term is defined in Section 280G(b)(3)(A) of the Code), whichever of clauses (i) and (ii), after taking into account applicable federal, state, and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by Executive on an after-tax basis, of the greatest portion of the Company Payments. Any determination required under this Section 11(b) shall be made in writing by the independent public accountant of the Company (the "***Accountants***"), whose determination shall be conclusive and binding for all purposes upon the Company and Executive. The Accountants shall conduct (or have conducted), and take into account, a "reasonable compensation" (within the meaning of Q&A-9 and Q&A-40 to Q&A-44 of the final regulations under Section 280G of the Code) analysis of the value of services provided or to be provided by Executive, including any agreement by Executive (if applicable) to refrain from performing services pursuant to a covenant not to compete or similar covenant applicable to Executive that may then be in effect (including, without limitation, the covenants set forth in the Restrictive Covenant Agreement). The Company will pay for the analysis and determination of the application of Section 280G and 4999 of the Code. If there is a reduction of the Company Payments pursuant to this Section 11(b), such reduction shall occur in the following order: (A) any cash severance payable by reference to Executive's Base Salary or Annual Bonus, (B) any other cash amount payable to Executive, (C) any employee benefit valued as a "parachute payment," and (D) acceleration of vesting of any outstanding equity award.

Section 12. Set Off; Mitigation; Clawback.

(a) The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set-off, counterclaim, or recoupment of amounts owed by Executive to the Company or its affiliates; *provided*, *however*, that to the extent any amount so subject to set-off, counterclaim, or recoupment is payable in installments hereunder, such set-off, counterclaim, or recoupment shall not modify the applicable payment date of any installment, and to the extent an obligation cannot be satisfied by reduction of a single installment payment, any portion not satisfied shall remain an outstanding obligation of Executive and shall be applied to the next installment only at such time the installment is otherwise payable pursuant to the specified payment schedule.

(b) Executive shall not be required to mitigate the amount of any payment or benefit provided pursuant to this Agreement by seeking other employment or otherwise, and the amount of any payment or benefit provided for pursuant to this Agreement shall not be reduced by any compensation earned as a result of Executive's other employment or otherwise

(c) Any amounts payable pursuant to this Agreement are subject to recoupment in accordance with the Company's Policy for the Recovery of Erroneously Awarded Compensation, any other clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law. The Company will make any

determinations for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

Section 13. Additional Section 409A Provisions.

Notwithstanding any provision in this Agreement to the contrary—

(a) Notwithstanding anything in this Agreement to the contrary, if any payment or benefit provided to Executive in connection with a termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i) of the Code, then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of Executive's termination date (the "***Specified Employee Payment Date***") or, if earlier, on the date of Executive's death. The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

(b) Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code.

(c) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

(d) While the payments and benefits provided hereunder are intended to be structured in a manner to avoid the implication of any penalty taxes under Section 409A of the Code, in no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest, or penalties that may be imposed on Executive as a result of Section 409A of the Code or any damages for failing to comply with Section 409A of the Code (other than for withholding obligations or other obligations applicable to employers, if any, under Section 409A of the Code).

Section 14. Successors and Assigns; No Third-Party Beneficiaries.

(a) The Company. This Agreement shall inure to the benefit of the Company and its respective successors and assigns. Neither this Agreement nor any of the rights, obligations, or interests arising hereunder may be assigned by the Company to a Person (other than another member of the Company Group or its or their respective successors) without Executive's prior written consent (which shall not be unreasonably withheld, delayed, or conditioned); *provided*, *however*, that in the event of a sale of all or substantially all of the assets of the Company or any

direct or indirect division or subsidiary thereof to which Executive's employment primarily relates, the Company may provide that this Agreement will be assigned to, and assumed by, the acquiror of such assets, it being agreed that in such circumstances, Executive's consent will not be required in connection therewith.

(b) Executive. Executive's rights and obligations under this Agreement shall not be transferable by Executive by assignment or otherwise, without the prior written consent of the Company; *provided*, *however*, that if Executive shall die, all amounts then payable to Executive hereunder shall be paid in accordance with the terms of this Agreement to Executive's devisee, legatee, or other designee, or if there be no such designee, to Executive's estate.

(c) No Third-Party Beneficiaries. Except as otherwise set forth in Section 8(b) or Section 14(b) hereof, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Company, the other members of the Company Group, and Executive any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 15. Waiver and Amendments.

Any waiver, alteration, amendment, or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by each of the parties hereto; *provided*, *however*, that any such waiver, alteration, amendment, or modification must be consented to on the Company's behalf by the Board. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

Section 16. Severability.

If any covenants or such other provisions of this Agreement are found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, (a) the remaining terms and provisions hereof shall be unimpaired, and (b) the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

Section 17. Governing Law and Jurisdiction.

EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFOF OF THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF ILLINOIS APF TO AGREEMENTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAWS RULES. ALL I AND CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE FINALLY SETTLED AND BINDIN THE RULES OF INTERNATIONAL COMMERCIAL DISPUTE RESOLUTION OF THE AMERICAN ARBITRATION ASSOCIAT PLACE OF ARBITRATION SHALL BE CHICAGO. ILLINOIS. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY A ARBITRATOR APPOINTED IN ACCORDANCE WITH ICDR RULES. ANY AWARD, VERDICT OR SETTLEMENT ISSUED UND ARBITRATION MAY BE ENTERED BY ANY PARTY FOR ORDER OF ENFORCEMENT BY ANY COURT OF COMPETENT JURISL THE ARBITRATOR SHALL HAVE THE POWER TO TAKE INTERIM

MEASURES HE OR SHE DEEMS NECESSARY, INCLUDING INJUNCTIVE RELIEF AND MEASURES FOR THE PROTECTION OR CONSERVATION OR PROPERTY.

Section 18. Notices.

(a) Place of Delivery. Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered to the party for whom or which it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided; *provided*, that unless and until some other address be so designated, all notices and communications by Executive to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices and communications by the Company to Executive may be given to Executive personally or may be mailed to Executive at Executive's last known address, as reflected in the Company's records.

(b) Date of Delivery. Any notice so addressed shall be deemed to be given or received (i) if delivered by hand, on the date of such delivery, (ii) if mailed by courier or by overnight mail, on the first business day following the date of such mailing, and (iii) if mailed by registered or certified mail, on the third business day after the date of such mailing.

Section 19. Section Headings.

The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof or affect the meaning or interpretation of this Agreement or of any term or provision hereof.

Section 20. Entire Agreement.

This Agreement, together with any exhibits attached hereto, constitutes the entire understanding and agreement of the parties hereto regarding the employment of Executive. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this Agreement, including, without limitation, the Offer Letter.

Section 21. Survival of Operative Sections.

Upon any termination of Executive's employment, the provisions of Section 8 through Section 22 of this Agreement (together with any related definitions set forth in Section 1 hereof) shall survive to the extent necessary to give effect to the provisions thereof.

Section 22. Counterparts.

This Agreement may be executed in two (2) 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. The execution of this Agreement may be by actual signature or by signature delivered by facsimile or by e-mail as a portable document format (.pdf) file or image file attachment.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ADAPTHEALTH CORP.

/s/ Suzanne Foster

Name: Suzanne Foster
Chief Executive Officer

EXECUTIVE

/s/ Russell Schuster

Russell Schuster

RESTRICTIVE COVENANT AGREEMENT

As a condition of my becoming employed by AdaptHealth Corp., a Delaware corporation (the "***Company***"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

Section 1. Confidential Information.

a) Company Group Information I acknowledge that, during the period of my employment with the Company and its direct and indirect parents, subsidiaries and affiliates (collectively, the "***Company Group***") I will have access to information about the Company Group and that my employment with the Company Group shall bring me into close contact with confidential and proprietary information of the Company Group. In recognition of the foregoing, I agree, at all times during the period of my employment with the Company Group (the "***Employment Period***") and thereafter, to hold in confidence, and not to use, except for the benefit of the Company Group, or to disclose to any Person (as defined in Section 6(d)(vi) below) without prior written authorization of the Company, any Confidential Information that I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that "***Confidential Information***" means information that the Company Group has developed, acquired, created, compiled, discovered, or owned or will develop, acquire, create, compile, discover, or own, that has value in or to the business of the Company Group. I understand that Confidential Information includes, but is not limited to, any and all non-public information that relates to the actual or anticipated business and/or products, research, or development of the Company Group, or to the Company Group's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company Group's products or services and markets, customer lists, and customers (including, but not limited to, customers of the Company Group on whom I called or with whom I may become acquainted during the Employment Period), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company Group either directly or indirectly in writing, orally, or by drawings or inspection of premises, parts, equipment, or other Company Group property. Notwithstanding the foregoing, Confidential Information shall not include (i) any of the foregoing items that have become publicly and widely known through no unauthorized disclosure by me or others who were under confidentiality obligations as to the item or items involved or (ii) any information that I am required to disclose to, or by, any governmental or judicial authority, or pursuant to compulsory legal process; *provided*, *however*, that in such event, whenever legally permissible I will give the Company prompt written notice thereof so that the Company Group may seek an appropriate protective order and/or waive in writing compliance with the confidentiality provisions of this Restrictive Covenant Agreement (this "***Agreement***").

b) Former Employer Information I represent that my performance of all of the terms of this Agreement as an employee of the Company Group has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by me in confidence or trust prior or subsequent to the commencement of my employment with the Company Group, and I will not disclose to any member of the Company Group, or induce any member of the Company Group to use, any developments, or confidential or proprietary

information or material I may have obtained in connection with employment with any prior employer in violation of a confidentiality agreement, nondisclosure agreement, or similar agreement with such prior employer. During the Employment Period, I will not improperly make use of, or disclose, any developments, or confidential or proprietary information or material of any prior employer or other third party, nor will I bring onto the premises of the Company Group or use any unpublished documents or any property belonging to any prior employer or other third party, in violation of any lawful agreements with that prior employer or third party. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company Group.

c) Third Party Information. I understand that the Company Group has received and in the future may receive from third parties confidential or proprietary information ("***Third Party Information***") subject to a duty on the Company Group's part to maintain the confidentiality of such information and to use it only for certain limited purposes. In recognition of the foregoing, I agree, at all times during the Employment Period and thereafter, to hold in confidence and will not disclose to anyone (other than Company Group personnel who need to know such information in connection with their work for the Company Group), and not to use, except for the benefit of the Company Group, Third Party Information without the express prior written consent of an officer of the Company and otherwise treat Third Party Information as Confidential Information.

d) Whistleblower; Defend Trade Secrets Act Disclosure.

i. In addition, I understand that nothing in this Agreement shall be construed to prohibit me from (A) filing a charge or complaint with, participating in an investigation or proceeding conducted by, or reporting possible violations of law or regulation to any federal, state or local government agency, (B) truthfully responding to or complying with a subpoena, court order, or other legal process, or (C) exercising any rights I may have under applicable labor laws to engage in concerted activity with other employees.

ii. Under the U.S. Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b) (the "***Act***"), persons who disclose trade secrets in connection with lawsuits or other proceedings under seal (including lawsuits alleging retaliation), or in confidence to a federal, state or local government official, or attorney, solely for the purpose of reporting or investigating a suspected violation of law, enjoy immunity from civil and criminal liability under state and federal trade secrets laws for such disclosure. I acknowledge that I have hereby received adequate notice of this immunity, such that the Company is entitled to all remedies available for violations of the Act, including exemplary damages and attorney fees. Nothing in this Agreement is intended to conflict with the Act or create liability for disclosures of trade secrets that are expressly allowed by the Act.

Notice. "*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 is made in confidence to a Federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. 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 is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a*

suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order."

Section 2. Inventions.

a) No Prior Developments. By signing below, I represent that there are no developments, inventions, concepts, know-how, original works of authorship, improvements, trade secrets, methodology, algorithms, software, processes, formulas, designs, drawings and other technological advancements and implementations that I can demonstrate were created or owned by me prior to the commencement of the Employment Period, which belong solely to me or belong to me jointly with another, that relate in any way to any of the actual or proposed businesses, products, or research and development of any member of the Company Group and which are not assigned to the Company hereunder.

b) Assignment of Inventions. Without additional compensation, I agree to assign, and hereby do assign, to the Company all rights, title and interest throughout the world in and to all Inventions (as defined below) which I may solely or jointly conceive, create, invent, develop, modify, compile or reduce to practice, at any time during any period during which I perform or performed services for the Company Group both before or after the date hereof (the "***Assignment Period***"), whether as an officer, employee, director, independent contractor, consultant, or agent, or in any other capacity, whether or not during regular working hours, provided they either

(i) relate at the time of conception, development or reduction to practice to the business of any member of the Company Group, or the actual or anticipated research or development of any member of the Company Group; (ii) result from or relate to any work performed for any member of the Company Group; or (iii) are developed through the use of equipment, supplies, or facilities of any member of the Company Group, or any Confidential Information, or in consultation with personnel of any member of the Company Group (collectively referred to as "***Company IP Rights***"). I understand that "Inventions" means inventions, concepts, know-how, developments, original works of authorship, improvements, trade secrets, methodology, algorithms, software, processes, formulas, designs, drawings and other technological advancements and implementations. I agree that I will promptly make full written disclosure to the Company of any Company IP Rights I participate in conceiving, creating, inventing, developing, modifying, compiling or reducing to practice during the Assignment Period. I further acknowledge that, to the greatest extent permitted by applicable law, all Company IP Rights made by me (solely or jointly with others) within the scope of and during the Assignment Period are "works made for hire" for which I am, in part, compensated by my salary, unless regulated otherwise by law. If any Company IP Rights cannot be assigned, I hereby grant to the Company Group an exclusive, assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, make, modify, sell, offer for sale, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media now known or hereafter known. Outside the scope of my service, whether during or after the Employment Period, I agree not to (i) modify, adapt, alter, translate, or create derivative works from any such work of authorship or (ii) merge any such work of authorship with other Company IP Rights. To the extent rights related to paternity, integrity, disclosure and withdrawal (collectively, "***Moral Rights***") may not be assignable under applicable law and to the

extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby irrevocably waive such Moral Rights and consent to any action of the Company Group that would violate such Moral Rights in the absence of such consent.

c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Company IP Rights made by me (solely or jointly with others) during the Assignment Period. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, and any other format. The records will be available to and remain the sole property of the Company Group at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company Group policy, which may, from time to time, be revised at the sole election of the Company Group for the purpose of furthering the business of the Company Group.

d) Intellectual Property Rights. I hereby agree to assist the Company, or its designee, at the Company's expense, in every way to secure the rights of the Company Group in the Company IP Rights and any copyrights, patents, trademarks, service marks, database rights, domain names, mask work rights, moral rights, and other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments that the Company shall deem necessary in order to apply for, obtain, maintain, and transfer such rights and in order to assign and convey to the Company Group the sole and exclusive right, title, and interest in and to such Company IP Rights, and any intellectual property and other proprietary rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the Assignment Period until the expiration of the last such intellectual property right to expire in any country of the world; *provided*, *however*, that the Company shall reimburse me for my reasonable expenses incurred in connection with carrying out the foregoing obligation. If the Company is unable because of my mental or physical incapacity or unavailability for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Company IP Rights or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact to act for and in my behalf and stead to execute and file any such applications or records and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance, and transfer of letters patent or registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, that I now or hereafter have for past, present, or future infringement of any and all proprietary rights assigned to the Company.

e) State Non-assignable Invention Exemptions. Solely to the extent that I (i) was or am an employee of the Company and (ii) was or am based in California, Illinois, Kansas, Minnesota, Washington or any other state that has enacted laws concerning employee non-assignability of inventions or otherwise entitled to the benefits of the state statutes of California, Illinois, Kansas, Minnesota, Washington or any other state that has enacted laws concerning employee non-assignability of inventions, during the Employment Period, then, to the extent the assignment of Company IP Rights to the Company in this Section 2 can be construed to cover

inventions excluded under the appropriate state statutes (including, but not limited to, California Labor Code Sec. 2870, Illinois Employee Patent Act, 765 ILCS 1060, Kansas Statute K.S.A. § 44-130, Minn. Stat. § 181.78, and Sec. 2, Revised Code of Washington Section 49.44.140(1), the full terms of each are incorporated herein by reference), this Section 2 shall not apply to such inventions.

Section 3. Returning Company Group Documents.

I agree that, at the time of termination of my employment with the Company Group for any reason, I will deliver to the Company (and will not keep in my possession, recreate, or deliver to anyone else) any and all Confidential Information, Third Party Information and all other documents, materials, information, and property developed by me pursuant to my employment or otherwise belonging to the Company Group and, if so requested, will certify in writing that I have fully complied with the foregoing obligation. I agree further that I will not copy, delete, or alter any information contained upon my Company Group computer or Company Group equipment before I return it to the Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company Group information, including but not limited to, Confidential Information, I agree to provide the Company with a computer-useable copy of all such Company Group information and then permanently delete and expunge such Company information from those systems; and I agree to provide the Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I agree further that any property situated on the Company Group's premises and owned by the Company (or any other member of the Company Group), including disks and other storage media, filing cabinets, and other work areas, is subject to inspection by personnel of any member of the Company Group at any time with or without notice.

Section 4. Disclosure of Agreement.

As long as it remains in effect, I will disclose the existence of this Agreement to any prospective employer, partner, co-venturer, investor, or lender prior to entering into an employment, partnership, or other business relationship with such person or entity. I also consent to the notification of my prospective employer, partner, co-venturer, investor, or lender of my rights and obligations under this Agreement, by the Company providing a copy of this Agreement or otherwise.

Section 5. Publicity.

I hereby consent to any and all uses and displays by the Company Group of my name, voice, likeness, image, appearance and biographical information (my "***Likeness***") in or in connection with any printed, electronic or digital materials, including, without limitation, any pictures, audio or video recordings, digital images, websites, television programs, advertising, sales or marketing brochures, printed materials and computer media, throughout the world and at any time during the Employment Period for all legitimate business purposes of the Company Group (the "***Permitted Use***") (and for a reasonable period (not to exceed ninety (90) days following the Employment Period) as may be necessary for the Company Group to produce reasonably acceptable replacement materials that do not contain my Likeness (such reasonable period being the "***Transition Period***")). I hereby forever release the Company Group and each of their respective current or former directors, officers, employees, shareholders, representatives and

agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind arising under any legal or equitable theory whatsoever at any time during the Employment Period and the Transition Period in connection with any Permitted Use. For the avoidance of doubt, the Company Group shall not use my Likeness in or in connection with any printed, electronic or digital materials provided to unaffiliated third-parties following the end of the Transition Period without my written consent or as may be required by applicable law.

Section 6. Restrictive Covenants.

(a) Non-Competition. During the Non-Compete Period, I shall not, directly or indirectly, individually or on behalf of any person, company, enterprise, or entity, or as a sole proprietor, partner, shareholder, director, officer, principal, agent, employee or executive, or in any other capacity or relationship, engage in any Competitive Activities, within the United States or any other jurisdiction in which the Company Group is actively engaged in business.

(b) Non-Interference. During the Non-Interference Period, I shall not, directly or indirectly for my own account or for the account of any other individual or entity, engage in Interfering Activities.

(c) COVID-19 Non-Compete Payment. In the event that my employment is terminated (or furloughed) by the Company Group as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, Section 6(a) or 6(b) of the Agreement shall not apply to me unless I am provided with compensation equivalent to my base salary at the time of termination for the period of enforcement *minus* compensation earned through subsequent employment during the period of enforcement (such payment, "***Noncompete Payment***"). I agree that, upon a request from the Company, I will provide the Company with proof of my new wage rate or salary through subsequent employment for the purposes of calculating the Noncompete Payment, which may be adjusted from payment to payment based on the information I provide to the Company. Notwithstanding anything foregoing, I acknowledge and agree that nothing herein shall be construed to confer upon me any right to Noncompete Payments or severance payments and that the Company may, in its sole discretion, elect to not enforce the provisions of Section 6(a) of the Agreement.

(d) Definitions. For purposes of this Agreement:

(i) "***Business Relation***" shall mean any current or prospective client, customer, licensee, or other business relation of the Company Group, or any such relation that was a client, customer, licensee, supplier, or other business relation within the twelve (12) month period prior to the termination of the Employment Period, in each case, to whom I provided services, or with whom I transacted business, or whose identity became known to me in connection with my relationship with or employment by the Company.

(ii) "***Competitive Activities***" shall mean the business of owning and operating a durable medical equipment business and any other business activity that is competitive with the then-current or demonstrably planned business activities of the Company Group.

(iii) "***Interfering Activities***" shall mean (A) encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any Person employed by, or providing consulting services to, any member of the Company Group and who is or is likely to be in possession of Confidential Information to terminate such Person's employment or services (or in the case of a consultant, materially reducing such services) with the Company Group; (B) hiring any individual who was employed by the Company Group within the six (6) month period prior to the date of such hiring; or (C) encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with any member of the Company Group, or in any way interfering with the relationship between any such Business Relation and any member of the Company Group.

(iv) "***Non-Compete Period***" shall mean the period commencing on the date hereof and ending on the twelve (12) month anniversary of the date on which the Employment Period terminates.

(v) "***Non-Interference Period***" shall mean the period commencing on the date hereof and ending on the twelve (12) month anniversary of the date on which the Employment Period terminates.

(vi) "***Person***" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(e) Non-Disparagement. I agree that during the Employment Period, and at all times thereafter, I will not make any disparaging or defamatory comments regarding any member of the Company Group or its respective current or former directors, officers, employees or shareholders in any respect or make any comments concerning any aspect of my relationship with any member of the Company Group or any conduct or events which precipitated any termination of my employment from the Company Group. However, my obligations under this subsection (d) shall not apply to disclosures required by applicable law, regulation, or order of a court or governmental agency. Further, nothing in this Agreement prohibits me from speaking with law enforcement, the Equal Employment Opportunity Commission, any state or local division of human rights or fair employment agency, or my attorney. Further, nothing in this Agreement shall prevent me from having good faith, candid business conversations within the Company regarding any aspect of the Company's business, operations, performance, or personnel during the Employment Period.

Section 7. Reasonableness of Restrictions.

I acknowledge and recognize the highly competitive nature of the Company Group's business, that access to Confidential Information renders me special and unique within the Company Group's industry, and that I will have the opportunity to develop substantial relationships with existing and prospective clients, accounts, customers, consultants, contractors, investors, and strategic partners of the Company Group during the course of and as a result of my employment with the Company Group. In light of the foregoing, I recognize and acknowledge that the restrictions and limitations set forth in this Agreement are reasonable and valid in geographical and temporal scope and in all other respects and are essential to protect the value of the business and assets of the Company Group. I acknowledge and agree that restrictions under Section 6(a) and Section 6(b) of the Agreement are necessary to protect the Company Group's

legitimate business interests, including its interests in the Company Group's trade secrets and Confidential Information, its substantial and near permanent relationships with customers, and its customer goodwill. I acknowledge further that the restrictions and limitations set forth in this Agreement will not materially interfere with my ability to earn a living following the termination of the Employment Period and that my ability to earn a livelihood without violating such restrictions is a material condition to my employment with the Company Group.

Section 8. Independence; Severability; Blue Pencil.

Each of the rights enumerated in this Agreement shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company Group at law or in equity. If any of the provisions of this Agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of this Agreement, which shall be given full effect without regard to the invalid portions. If any of the covenants contained herein are held to be invalid or unenforceable because of the duration of such provisions or the area or scope covered thereby, I agree that the court making such determination shall have the power to reduce the duration, scope, and/or area of such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and in its reduced form said provision shall then be enforceable.

Section 9. Injunctive Relief.

I expressly acknowledge that, because my services are personal and unique and because I will have access to Confidential Information, any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement may result in substantial, continuing, and irreparable injury to the members of the Company Group for which monetary damages would not be an adequate remedy. Therefore, I hereby agree that, in addition to any other right or remedy that may be available to the Company in law or in equity, any member of the Company Group shall be entitled to injunctive relief, specific performance, or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Agreement without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach or posting a bond and without liability should relief be denied, modified or vacated. Notwithstanding any other provision to the contrary, I acknowledge and agree that the Non-Compete Period and the Non-Interference Period shall be tolled during any period of violation of any of the covenants in Section 6 hereof and during any other period required for litigation during which the Company or any other member of the Company Group seeks to enforce such covenants against me if it is ultimately determined that I was in breach of such covenants. For the avoidance of doubt, nothing in this Section 9 shall be construed as a waiver by me of any defense available to me under applicable law with respect to the enforcement of this Agreement.

Section 10. Cooperation.

I agree that, following any termination of my employment, I will continue to provide reasonable cooperation to the Company and/or any other member of the Company Group and its or their respective counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during the Employment Period in which I was involved or of which I have knowledge. As a condition of such cooperation, the Company shall reimburse me for reasonable out-of-pocket expenses incurred at the request of the Company with

respect to my compliance with this Section. I also agree that, in the event that I am subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony or provide documents (in a deposition, court proceeding, or otherwise) that in any way relates to my employment by the Company and/or any other member of the Company Group that if legally permissible, I will give prompt notice of such request to the Company and will make no disclosure until the Company and/or the other member of the Company Group has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure.

Section 11. General Provisions.

a) Governing Law and Jurisdiction EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THE VALIDITY, INTERPRETATIO CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED UNDER THE OF THE STATE OF ILLINOIS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT RE TO CONFLICT OF LAWS RULES. FURTHER, I HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, AND WAIVE ANY RIGHT TO TRIAL BY JURY, IN CONNECTION WITH DISPUTE ARISING UNDER OR CONCERNING THIS AGREEMENT.

b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights, or compensation will not affect the validity or scope of this Agreement.

c) Review Period. I acknowledge and agree that (i) the Company has hereby advised me in writing to seek independent advice from my own legal counsel before entering into the Agreement and (ii) I had or could have had fourteen (14) calendar days from the date I received the Agreement to review and consider the Agreement, and that if I execute the Agreement prior to the expiration of such period, I have voluntarily and knowingly waived the remainder of such review period.

d) No Right of Continued Employment I acknowledge and agree that nothing contained herein shall be construed as granting me any right to continued employment by the Company Group, and the right of the applicable member of the Company Group to terminate my employment at any time and for any reason, with or without cause, is specifically reserved.

e) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. I expressly acknowledge and agree that this Agreement may be assigned by the Company without my consent to any other member of the Company Group as well as any purchaser of all or substantially all of the assets or stock of the Company or of any business or division of the Company for which I provide services, whether by purchase, merger, or other similar corporate transaction.

f) Survival. The provisions of this Agreement shall survive the termination of my employment with the Company and/or the assignment of this Agreement by the Company to any successor in interest or other assignee.

* * *

[*Signature to appear on the following page.*]

I, Russell Schuster, have executed this Restrictive Covenant Agreement on the date set forth below:

Date: November 5, 2024

/s/ Russell Schuster

(Signature)

Russell Schuster

(Type/Print Name)

SCHEDULE A RESTRICTIVE COVENANT AGREEMENT

INVENTION ASSIGNMENT NOTICE

I am hereby notified that the Restrictive Covenant Agreement, dated as of November 5, 2024, to which this Schedule A is attached, does not apply to any invention which qualifies fully for exclusion under the provisions of California Labor Code Sec. 2870, Illinois Employee Patent Act, 765 ILCS 1060, Sec. 2, Kansas Statute K.S.A. §44-130, Minn. Stat. §181.78, Revised Code of Washington Section 49.44.140(1) or any other state statute not listed below concerning employee non-assignability of inventions. The following is the text of each of the aforementioned statutes.

CALIFORNIA LABOR CODE SECTION 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

ILLINOIS EMPLOYEE PATENT ACT, 765 ILLINOIS COMPILED STATUTES 1060

Employee rights to inventions - conditions. (1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or
(ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that the employee's invention qualifies under this subsection.

(2) An employer shall not require a provision made void and unenforceable by subsection
(1) of this Section as a condition of employment or continuing employment. This Act shall not

preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

(3) If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or
(ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

KANSAS STATUTE K.S.A. SECTION 44-130

Employment agreements assigning employee rights in inventions to employer; restrictions; certain provisions void; notice and disclosure. (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

(1) The invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

(2) The invention results from any work performed by the employee for the employer.

(b) Any provision in an employment agreement which purports to apply to an invention which it is prohibited from applying to under subsection (a), is to that extent against the public policy of this state and is to that extent void and unenforceable. No employer shall require a provision made void and unenforceable by this section as a condition of employment or continuing employment.

(c) If an employment agreement contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer shall provide, at the time the agreement is made, a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

(1) the invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

(2) the invention results from any work performed by the employee for the employer.

Even though the employee meets the burden of proving the conditions specified in this section, the employee shall disclose, at the time of employment or thereafter, all inventions being developed by the employee, for the purpose of determining employer and employee rights in an invention.

MINNESOTA STATUTES SECTION 181.78

Subdivision 1. Inventions not related to employment. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

Subdivision. 2. Effect of subdivision 1. No employer shall require a provision made void and unenforceable by subdivision 1 as a condition of employment or continuing employment.

Subdivision. 3. Notice to employee. If an employment agreement entered into after August 1, 1977 contains a provision requiring the employee to assign or offer to assign any of the employee's rights in any invention to an employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer.

REVISED CODE OF WASHINGTON SECTION 49.44.140

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.

(3) If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the

employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

REVISED CODE OF WASHINGTON SECTION 49.44.150

Even though the employee meets the burden of proving the conditions specified in Revised Code of Washington 49.44.110, the employee shall, at the time of employment or thereafter, disclose all inventions being developed by the employee, for the purpose of determining employer or employee rights. The employer or the employee may disclose such inventions to the department of employment security, and the department shall maintain a record of such disclosures for a minimum period of five years.

Exhibit B

RELEASE OF CLAIMS

As used in this Release of Claims (this "***Release***"), the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, losses, and liabilities, of whatsoever kind or nature, in law, in equity, or otherwise.

For and in consideration of the Severance Benefits (as defined in my Employment Agreement, dated November 5, 2024 with AdaptHealth Corp. (such corporation, the "***Company***" and such agreement, my "***Employment Agreement***")), and other good and valuable consideration, I, Russell Schuster, for and on behalf of myself and my heirs, administrators, executors, and assigns, effective as of the date on which this release becomes effective pursuant to its terms, do fully and forever release, remise, and discharge each of the Company, and each of its direct and indirect subsidiaries and affiliates, and their respective successors and assigns, together with their respective current and former officers, directors, partners, members, shareholders (including any management company of a member or shareholder), employees, and agents (collectively, the "***Group***"), from any and all claims whatsoever up to the date hereof that I had, may have had, or now have against the Group, whether known or unknown, for or by reason of any matter, cause, or thing whatsoever, including any claim arising out of or attributable to my employment or the termination of my employment with the Company, whether for tort, breach of express or implied contract, intentional infliction of emotional distress, wrongful termination, unjust dismissal, violation of public policy, defamation, libel, or slander, or under any federal, state, or local law dealing with discrimination, harassment or retaliation, and any other purported restriction on an employer's right to terminate the employment of employees. The release of claims in this Release includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act of 1967 ("***ADEA***"), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Family and Medical Leave Act of 1993, the Worker Adjustment and Retraining Notification Act of 1988, the Equal Pay Act of 1963 and the Employee Retirement Income Security Act (excluding claims for accrued, vested benefits under an employee pension or other retirement plan of the Company), each as may be amended from time to time, and all other federal, state, and local laws and the common law or constitution of any jurisdiction. The release contained herein is intended to be a general release of any and all claims to the fullest extent permissible by law and for the provisions regarding the release of claims against the Group to be construed as broadly as possible, and hereby incorporate in this release similar federal, state or other laws, all of which I also hereby expressly waive.

I acknowledge and agree that as of the date I execute this Release, I have[no knowledge of][have reported to the Company's General Counsel in writing] any facts or circumstances that give rise or could give rise to any claims by me under any of the laws listed in the preceding paragraph.

By executing this Release, I specifically release all claims relating to my employment and its termination under ADEA, a United States federal statute that, among other things, prohibits discrimination on the basis of age in employment and employee benefit plans.

Notwithstanding any provision of this Release to the contrary, by executing this Release, I am not releasing (i) any claims relating to my rights under Section 8 of my Employment

Agreement, (ii) any claims that cannot be waived by law, or (iii) my right of indemnification as provided by, and in accordance with the terms of, the Company's by-laws or a Company insurance policy providing such coverage, as any of such may be amended from time to time.

I expressly acknowledge and agree that I –

Am able to read the language, and understand the meaning and effect, of this Release;

Have no physical or mental impairment of any kind that has interfered with my ability to read and understand the meaning of this Release or its terms, and that I am not acting under the influence of any medication, drug, or chemical of any type in entering into this Release;

Am specifically agreeing to the terms of the release contained in this Release because the Company has agreed to pay me the Severance Benefits in consideration for my agreement to accept it in full settlement of all possible claims I might have or ever have had against any member of Group, and because of my execution of this Release;

Acknowledge that, but for my execution of this Release, I would not be entitled to the Severance Benefits;

Understand that, by entering into this Release, I do not waive rights or claims under ADEA that may arise after the date I execute this Release;

Had or could have had [twenty-one (21)][forty-five (45)][1] calendar days from the date of my termination of employment (the "***Release Expiration Date***") in which to review and consider this Release, and that if I execute this Release prior to the Release Expiration Date, I have voluntarily and knowingly waived the remainder of the review period;

Have not relied upon any representation or statement not set forth in this Release or my Employment Agreement made by the Company or any of its representatives;

Was advised to consult with my attorney regarding the terms and effect of this Release; and

Have signed this Release knowingly and voluntarily.

I represent and warrant that I have not previously filed, and to the maximum extent permitted by law agree that I will not file, a complaint, charge, or lawsuit against any member of the Group regarding any of the claims released herein. If, notwithstanding this representation and

1 To be selected based on whether applicable termination was "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967).

warranty, I have filed or file such a complaint, charge, or lawsuit, I agree that I shall cause such complaint, charge, or lawsuit to be dismissed with prejudice and shall pay any and all costs required in obtaining dismissal of such complaint, charge, or lawsuit, including without limitation the attorneys' fees of any member of the Group against whom I have filed such a complaint, charge, or lawsuit.

Notwithstanding any provision of this Release to the contrary, nothing herein or in any Company policy or agreement prevents me, without notifying the Company, from (i) speaking with law enforcement, my attorney, the U.S. Equal Employment Opportunity Commission, or any state or local division of human rights or fair employment agency; (ii) filing a charge or complaint with, participating in an investigation or proceeding conducted by, or reporting possible violations of law or regulation to any government agency; (iii) participating in a whistleblower program administered by the U.S. Securities and Exchange Commission or any other government agency;
(iv) exercising any rights I may have under the National Labor Relations Act or other labor laws to engage in protected concerted activity; or (v) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits to which I may be entitled; *provided*, *however*, that I agree to forgo any monetary benefit from the filing of a charge or complaint with a government agency except pursuant to a whistleblower program or where my right to receive such a monetary benefit is otherwise not waivable by law.

I hereby agree to waive any and all claims to re-employment with the Company or any other member of the Group and affirmatively agree not to seek further employment with the Company or any other member of the Group.

Notwithstanding anything contained herein to the contrary, this Release will not become effective or enforceable prior to the expiration of the period of seven (7) calendar days immediately following the date of its execution by me (the "***Revocation Period***"), during which time I may revoke my acceptance of this Release by notifying the Company and the Board of Directors of the Company, in writing, delivered to the Company at its principal executive office, marked for the attention of its General Counsel. To be effective, such revocation must be received by the Company no later than 11:59 p.m. on the seventh (7^{th}) calendar day following the execution of this Release. Provided that the Release is executed and I do not revoke it during the Revocation Period, the eighth (8^{h}) calendar day following the date on which this Release is executed shall be its effective date. I acknowledge and agree that if I revoke this Release during the Revocation Period, this Release will be null and void and of no effect, and neither the Company nor any other member of the Group will have any obligations to pay me the Severance Benefits.

The provisions of this Release shall be binding upon my heirs, executors, administrators, legal personal representatives, and assigns. If any provision of this Release shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force or effect. The illegality or unenforceability of such provision, however, shall have no effect upon and shall not impair the enforceability of any other provision of this Release. I acknowledge and agree that each member of the Group shall be a third-party beneficiary to the releases set forth in this Release, with full rights to enforce this Release and the matters documented herein.

EXCEPT AS WHERE PREEMPTED BY FEDERAL LAW, THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMA
THIS RELEASE IS

GOVERNED BY AND IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO AGREEM MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAWS RULES. ANY DISPUTE OR C ARISING OUT OF OR RELATING TO THIS RELEASE OR CLAIM OF BREACH HEREOF SHALL BE BROUGHT EXCLUSIVELY I UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, TO THE EXTENT FEDERAL JURISDI EXISTS, AND IN ANY COURT SITTING IN ILLINOIS, BUT ONLY IN THE EVENT FEDERAL JURISDICTION DOES NOT EXIS ANY APPLICABLE APPELLATE COURTS. BY EXECUTION OF THIS RELEASE, I CONSENT TO THE EXCLUSIVE JURISDICTI SUCH COURTS, AND WAIVE ANY RIGHT TO CHALLENGE JURISDICTION OR VENUE IN SUCH COURT WITH REGARD TO SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS RELEASE. FURTHER, I HEREBY WAIVE ANY RIG TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH RELEASE.

Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in my Employment Agreement.

* * *

I, Russell Schuster, have executed this Release of Claims on the respective date set forth below:

Russell Schuster

Date: [To Be Executed Following Termination of Employment]

Exhibit 31.1

CERTIFICATION
PURSUANT TO RULES 13A-14 AND 15D-14
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Suzanne Foster, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AdaptHealth Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present, in all material respects, the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 5, 2026

/s/ Suzanne Foster
Suzanne Foster
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION
PURSUANT TO RULES 13A-14 AND 15D-14
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Jason Clemens, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AdaptHealth Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present, in all material respects, the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 5, 2026

/s/ Jason Clemens
Jason Clemens
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS REQUIRED BY
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of AdaptHealth Corp. (the "Company") on Form 10-Q for the quarter ended March 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certify that to the best of our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 5, 2026	/s/ Suzanne Foster Suzanne Foster	Chief Executive Officer and Director (Principal Executive Officer)
May 5, 2026	/s/ Jason Clemens Jason Clemens	Chief Financial Officer (Principal Financial Officer)