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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 2, 2023

Compute Health Acquisition Corp.
(Exact name of registrant as specified in its charter)

Delaware	001-40001	85-3449307
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification Number)

1100 North Market Street
4th Floor
Wilmington, DE 19890
(Address of principal executive offices)

(212) 829-3500
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

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

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

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

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

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)) Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A common stock, $0.0001 par value, and one-quarter of one Redeemable Warrant	CPUH.U	The New York Stock Exchange
Class A common stock, par value $0.0001 per share, included as part of the Units	CPUH	The New York Stock Exchange
Redeemable Warrants included as part of the Units, each exercisable for one share of Class A common stock for $11.50 per share	CPUH WS	The New York Stock Exchange

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, on February 9, 2023, Compute Health Acquisition Corp., a blank check company incorporated as a Delaware corporation (the "***Company***"), entered into a business combination agreement (the "***Existing Business Combination Agreement***") with Compute Health Corp., a Delaware corporation and direct, wholly-owned subsidiary of the Company ("***Merger Sub I***"), Compute Health LLC, a Delaware limited liability company and direct, wholly-owned subsidiary of the Company ("***Merger Sub II***" and, together with Merger Sub I, the "***Merger Subs***"), Allurion Technologies Holdings, Inc., a Delaware corporation and direct, wholly-owned subsidiary of Allurion (as defined below) ("***Pubco***"), and Allurion Technologies, Inc., a Delaware corporation ("***Allurion***" and, collectively with the Company, the Merger Subs and Pubco, the "***Parties***"). On May 2, 2023, the Company entered into that certain Amendment No. 1 to the Business Combination Agreement (the "***BCA Amendment***" and, the Existing Business Combination Agreement, as amended by the BCA Amendment, the "***Business Combination Agreement***") with the Merger Subs, Pubco and Allurion, and the applicable Parties entered into certain related agreements, all as described further below.

Following the date of the execution of the Existing Business Combination Agreement and prior to the execution of the BCA Amendment, Allurion issued an aggregate principal amount of $16.75 million of convertible unsecured promissory notes (the "***Bridge Notes***") to various investors pursuant to a convertible note purchase agreement, dated as of February 15, 2023, including a $13 million Bridge Note (the "***HVL Bridge Note***") sold to Hunter Ventures Limited ("***HVL***") on February 15, 2023. The Bridge Notes were offered in a private placement under the Securities Act of 1933, as amended (the "***Securities Act***"). The Bridge Notes will mature on December 31, 2026, unless earlier repaid or converted in accordance with their terms, and will accrue interest at a rate of 7.00% per annum. Among other terms, if Allurion consummates the transactions contemplated by the Business Combination Agreement on or before August 31, 2023, the Bridge Notes shall be converted into the number of shares of common stock, par value $0.0001 per share, of Allurion ("***Allurion Common Stock***") obtained by dividing the outstanding balance of the Bridge Notes by the quotient of (a) $217,291,008 and (b) the number of outstanding shares of Allurion Common Stock determined on a fully-diluted basis, immediately prior to the consummation of the transactions contemplated by the Business Combination Agreement (such conversion price, the "***Conversion Price***"). Certain holders of Bridge Notes (the "***Side Letter Holders***"), including RTW Master Fund, Ltd., RTW Innovation Master Fund, Ltd. and RTW Venture Fund Limited (collectively, " ***RTW***"), HVL and Jason Gulbinas, also entered into letter agreements with Allurion (collectively, the "***Side Letters***"), pursuant to which, in the event the Side Letter Holders' Bridge Notes converted in connection with the consummation of the transactions contemplated by the Business Combination Agreement, the conversion rate for such Bridge Notes would be adjusted after the closing date of the Business Combination Agreement to provide each of the Side Letter Holder with additional shares of common stock, par value $0.0001 per share, of Pubco ("***Pubco Common Stock***"), in the event that the trading price of the shares of Pubco Common Stock was lower than the Conversion Price, as adjusted for the Intermediate Merger Exchange Ratio (as defined in the Business Combination Agreement). We refer to the financing described in this paragraph as the "***Initial Financing***."

Following the consummation of the Initial Financing, the Parties determined to refinance the Initial Financing, as set forth below.

Termination Agreements

Pursuant to termination letter agreements (each, a "***Termination Agreement***" and, collectively, the "***Termination Agreements***"), entered into by Allurion with each of the Side Letter Holders, the Side Letters were terminated, effective as of May 2, 2023. In addition, under the Termination Agreements, upon the terms and subject to the conditions set forth therein, the Side Letter Holders also waived certain provisions and obligations set forth in their respective Bridge Notes with respect to proportionate repayment obligations that would otherwise apply to Allurion under the Bridge Notes. Other provisions of the Side Letter Holders' Bridge Notes remain unchanged and in full force and effect.

HVL's Termination Agreement also provides , upon the terms and subject to the conditions set forth therein,Allurion with the right to prepay, in one or more transactions, all or a portion of the outstanding principal amount, *plus* accrued interest, under the HVL Bridge Note, including by way of (a) a $2 million payment in cash by Allurion to HVL on May 2, 2023, $1.5 million of which is deemed a prepayment penalty (the "***Prepayment***") and (b) immediately prior to the consummation of the transactions contemplated by the Business Combination Agreement, an additional payment of at least $6 million, up to the then-outstanding principal amount, *plus* accrued interest, under the HVL Bridge Note (the "***Additional Payment***") (the repayment contemplated by clauses (a) and (b), the "***Repayment***") by way of (i) payment in cash by Allurion and/or (ii) the sale and transfer of all or any portion of the HVL Bridge Note, equivalent in value to the portion of the Additional Payment to be repaid pursuant to this clause (b)(ii), to any person or persons designated in writing by Allurion.

In addition, under HVL's Termination Agreement, upon the terms and subject to the conditions set forth therein,Pubco has agreed to issue to HVL a number of shares of Pubco Common Stock equal to (a) (i) the Pubco Share Target (as defined below) *minus* (ii) the number of shares of Pubco Common Stock issued to HVL upon the consummation of the transactions contemplated by the Business Combination Agreement in exchange for the shares of Allurion Common Stock issued upon conversion of the HVL Bridge Note pursuant to the terms thereof (and based on the outstanding principal and accrued interest under such notes as of such time) (the "***Additional Hunter Shares***") *plus* (b) 300,000 shares of Pubco Common Stock (the "***Hunter Closing Shares***"). "***Pubco Share Target***" means a number of shares of Pubco Common Stock equal to (a) the outstanding principal and accrued interest under the HVL Bridge Note immediately prior to the consummation of the transactions contemplated by the Business Combination Agreement (after giving effect to the payment of the Repayment) *divided by* (b) $5.00.

In connection with the Prepayment, on May 2, 2023, Allurion and HVL entered into a written consent to convertible unsecured promissory note prepayment (the "***Prepayment Consent***"), pursuant to which HVL consented to the Repayment and waived each of the prepayment restrictions included in the HVL Bridge Note, to the extent related to the Repayment.

Copies of each of the Termination Agreements are filed with this Current Report on Form 8-K as Exhibit 10.1, 10.2 and 10.3, respectively, and is incorporated herein by reference, and the foregoing description of the Termination Agreements and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

A copy of the Prepayment Consent is filed with this Current Report on Form 8-K as Exhibit 10.4 and is incorporated herein by reference, and the foregoing description of the Prepayment Consent and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

Backstop Agreement

On May 2, 2023, CFIP2 ALLE LLC ("***Fortress***") and RTW (together, the "***Backstop Purchasers***") entered into a Backstop Agreement with Allurion, Pubco and HVL (the "***Backstop Agreement***"). Pursuant to the Backstop Agreement, upon the terms and subject to the conditions set forth therein,each Backstop Purchaser agreed that, to the extent any portion of the HVL Bridge Note remains outstanding following the Determination Date (as defined below), such Backstop Purchaser will, at a closing to take place at the same time, on the same date and concurrently with but immediately prior to the closing of the merger of Merger Sub I with and into Allurion pursuant to the Business Combination Agreement (the "***Intermediate Merger***") (the "***Backstop Closing***" and the date on which such closing occurs, the "***Backstop Closing Date***"), purchase up to $2 million aggregate principal amount (the "***Maximum Purchase Amount***") of the HVL Bridge Note from HVL.

As soon as practicable, but in any event within one business day following the date of the special meeting of stockholders of the Company held for the purpose of obtaining the approval of the Company's stockholders of the Business Combination Agreement and the transactions contemplated thereby (such meeting, the "***Special Meeting***" and such date, the "***Determination Date***"), Allurion will notify HVL and the Backstop Purchasers of, among other things, the Backstop Closing Date, the amount of principal then outstanding under the HVL Bridge Note (the "***Balance***") and, subject to the limitations set forth in the Backstop Agreement, the amount of the Balance, which may not exceed each Backstop Purchaser's Maximum Purchase Amount, that Allurion requires each Backstop Purchaser to purchase from HVL (the "***Backstop Purchase Amount***").

In connection with the purchase of the aggregate Backstop Purchase Amounts, upon the terms and subject to the conditions set forth in the Backstop Agreement,Allurion will (a) cancel the existing HVL Bridge Note and issue a new convertible unsecured promissory note to HVL for any remaining Balance of the HVL Bridge Note expected to be outstanding after the Backstop Closing, together with all unpaid interest on the HVL Bridge Note accrued since the date of issuance thereof and (b) issue new convertible unsecured promissory notes (the "***New Bridge Notes***") to each Backstop Purchaser with an issuance date of the Backstop Closing Date and an original principal amount equal to such Backstop Purchaser's Backstop Purchase Amount, with such New Bridge Notes to be held in escrow until the Backstop Closing.

In addition, upon the terms and subject to the conditions set forth in the Backstop Agreement, in consideration of each Backstop Purchaser's commitment to purchase its Backstop Purchase Amount of the HVL Bridge Note, subject to the terms and conditions of the Backstop Agreement, Pubco will, no later than the Backstop Closing Date, issue to each Backstop Purchaser a number of shares of Pubco Common Stock (the "***Backstop Shares***") as follows:

a) In the event that the Backstop Purchase Amount for each Backstop Purchaser is equal to its Maximum Purchase Amount, Pubco will issue to each Backstop Purchaser under the Backstop Agreement an aggregate amount of Pubco Common Stock equal to the greater of (i) 700,000 shares of Pubco Common Stock and (ii) the Conditional Additional Pubco Shares (as defined below) issuable (x) in the case of Fortress, to Fortress or its applicable affiliate pursuant to the Fortress Credit Agreement (as defined in the Business Combination Agreement) and (y) in the case of RTW, to RTW pursuant to the Amended and Restated RTW Side Letter (as defined below); provided that, in the event that for any reason the aggregate number of shares issuable to Fortress pursuant to clause (ii) above is greater than the aggregate number of shares issuable to RTW pursuant to clause (ii), or vice versa, the Backstop Purchaser that would receive the lesser aggregate number of shares shall instead receive the higher number of aggregate shares so that, pursuant to such clause (ii), each of Fortress and RTW shall receive the same aggregate number of shares of Pubco Common Stock.

b) In the event that the Backstop Purchase Amount for each Backstop Purchaser is less than its Maximum Purchase Amount, Pubco will issue to each Backstop Purchaser under the Backstop Agreement an aggregate amount of shares of Pubco Common Stock equal to (i) 700,000 *multiplied by* a fraction having (x) a numerator equal to such Backstop Purchaser's Backstop Purchase Amount and (y) a denominator equal to 2,000,000.

Under the Backstop Agreement, the "***Conditional Additional Pubco Shares***" means the following:

a) With respect to Fortress, a number of additional shares of Pubco Common Stock exceeding the 250,000 shares of Pubco Common Stock that, at the consummation of the transactions contemplated by the Business Combination Agreement, will be issued to Fortress or its applicable affiliate pursuant to the Fortress Credit Agreement, in a maximum amount not to exceed 750,000 shares of Pubco Common Stock, that may be issuable to Fortress or its applicable affiliate pursuant to the Fortress Credit Agreement.

b) With respect to RTW, a number of additional shares of Pubco Common Stock exceeding the 250,000 shares of Pubco Common Stock that, at the consummation of the transactions contemplated by the Business Combination Agreement, will be issued to RTW pursuant to the Amended and Restated RTW Side Letter, in a maximum amount not to exceed 750,000 shares of Pubco Common Stock, that may be issuable to RTW pursuant to the Amended and Restated RTW Side Letter.

A copy of the Backstop Agreement is filed with this Current Report on Form 8-K as Exhibit 10.5, and is incorporated herein by reference, and the foregoing description of the Backstop Agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

Amended and Restated RTW Side Letter

As previously disclosed, on February 9, 2023, in connection with the execution of the Existing Business Combination Agreement, the Company, Pubco, Allurion and Merger Sub II entered into a side letter (the "***Existing RTW Side Letter***") with RTW, pursuant to which, among other things, upon the terms and subject to the conditions set forth therein, Pubco agreed to issue up to an additional 1,000,000 shares of Pubco Common Stock to RTW, with (a) 250,000 of such shares to be issued at the consummation of the transactions contemplated by the Business Combination Agreement and not subject to any contingencies and (b) 750,000 of such shares to be issued based on the Net Closing Cash (as defined in the Business Combination Agreement) as of immediately prior to the effective time of the Intermediate Merger (to be determined linearly, based on no such shares being issuable if such Net Closing Cash is equal to or greater than $100 million and 750,000 such shares being issuable if such Net Closing Cash is equal to or less than $70 million).

On May 2, 2023, pursuant to the Backstop Agreement and contemporaneous with the execution of the Backstop Agreement, the Company, Pubco, Merger Sub II, Allurion and RTW entered into an amended and restated side letter (the "***Amended and Restated RTW Side Letter***"), which amends and restates the Existing RTW Side Letter in its entirety, in order to reflect that any Conditional Additional Pubco Shares issuable to RTW under the Amended and Restated RTW Side Letter, if any, would be calculated net of any Backstop Shares issuable to RTW under the Backstop Agreement. Additionally, pursuant to the Amended and Restated RTW Side Letter, the parties to the Amended and Restated RTW Side Letter have agreed that, if a third party subsequently provides Allurion with debt financing on more favorable terms than those provided to RTW under the Backstop Agreement, RTW will be offered the same or more favorable terms and conditions as Allurion provided to such third party.

A copy of the Amended and Restated RTW Side Letter is filed with this Current Report on Form 8-K as Exhibit 10.6, and is incorporated herein by reference, and the foregoing description of the Amended and Restated RTW Side Letter and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

Fortress Side Letter

As previously disclosed, on February 9, 2023, in connection with the execution of the Existing Business Combination Agreement, Fortress and Allurion entered into the Fortress Bridging Agreement (as defined in the Business Combination Agreement), pursuant to which, among other things, upon the terms and subject to the conditions set forth in the Fortress Credit Agreement (as defined in the Business Combination Agreement) to be entered into upon the consummation of the transactions contemplated by the Business Combination Agreement, Pubco agreed to issue up to an additional 1,000,000 shares of Pubco Common Stock to Fortress, with (i) 250,000 of such shares to be issued at the consummation of the transactions contemplated by the Business Combination Agreement and not subject to any contingencies and (ii) 750,000 of such shares to be issued based on the Net Closing Cash as of immediately prior to the effective time of the Intermediate Merger (to be determined linearly, based on no such shares being issuable if such Net Closing Cash is equal to or greater than $100 million and 750,000 such shares being issuable if such Net Closing Cash is equal to or less than $70 million).

On May 2, 2023, pursuant to the Backstop Agreement and contemporaneous with the execution of the Backstop Agreement, Fortress and Allurion entered into a letter agreement (the "***Fortress Side Letter***"), in order to reflect that any Conditional Additional Pubco Shares issuable to Fortress under the Fortress Credit Agreement, if any, would be calculated net of any Backstop Shares issuable to Fortress under the Backstop Agreement. Additionally, pursuant to the Fortress Side Letter, Fortress and Allurion have agreed that, if a third party subsequently provides Allurion with debt financing on more favorable terms than those provided to Fortress under the Backstop Agreement, Fortress will be offered the same or more favorable terms and conditions as Allurion provided to such third party.

Pursuant to the Fortress Side Letter, Fortress has also waived its condition to closing under the Fortress Bridging Agreement (as defined in the Business Combination Agreement), which required that Allurion raise at least $15 million in incremental financing prior to the consummation of the transactions contemplated by the Business Combination Agreement.

A copy of the Fortress Side Letter is filed with this Current Report on Form 8-K as Exhibit 10.7, and is incorporated herein by reference, and the foregoing description of the Fortress Side Letter and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

Contribution Agreements

On May 2, 2023, The Shantanu K. Gaur Revocable Trust of 2021, an estate planning vehicle of Shantanu Gaur, the Chief Executive Officer of Allurion (the "***Gaur Trust***"), and

Pubco entered into a Contribution Agreement (the "***Gaur Contribution Agreement***"), pursuant to which, among other things,upon the terms and subject to the conditions set forth therein, the Gaur Trust agreed to contribute to Pubco, as a contribution of capital, a number of shares of Pubco Common Stock (the "***Gaur Trust Contributed Shares***") equal to: (a) 50,000 shares of Pubco Common Stock (being one-sixth of the Hunter Closing Shares) *plus* (b) a number of shares of Pubco Common Stock equal to one-third of the Additional Hunter Shares. The. Gaur Trust's contribution of the Gaur Trust Contributed Shares will be effective immediately following the consummation of the transactions contemplated by the Business Combination Agreement and the issuance of Pubco Common Stock to the Gaur Trust pursuant to the terms of the Business Combination Agreement.

Additionally, on May 2, 2023, Compute Health Sponsor LLC, a Delaware limited liability company and the Company's sponsor (the "***Sponsor***"), and the Company entered into a Contribution Agreement (the "***Sponsor Contribution Agreement***" and, together with the Gaur Contribution Agreement, the "***Contribution Agreements***") pursuant to which, among other things, upon the terms and subject to the conditions set forth therein,the Sponsor agreed to contribute to the Company, as a contribution to capital, a number of shares of Class A Common Stock, par value $0.0001 per share, of the Company ("***Class A Common Stock***") equal to: (a) (i) 200,000 shares of Class A Common Stock (as adjusted pursuant to clause (b), being equivalent to two-thirds of the Hunter Closing Shares) *plus* (ii) a number of shares of Class A Common Stock equal to (as adjusted pursuant to clause (b)) one-third of the Additional Hunter Shares *divided by* (b) 1.420455 (the "***Sponsor Contributed Shares***"). The Sponsor's contribution of the Sponsor Contributed Shares will be contingent upon the closing of the transactions contemplated by the Business Combination Agreement, and will be effective immediately following the Sponsor Recapitalization (as defined in the Business Combination Agreement) and immediately prior to the merger of the Company with and into Pubco pursuant to the terms of the Business Combination Agreement.

Copies of each of the Contribution Agreements are filed with this Current Report on Form 8-K as Exhibit 10.8 and 10.9, respectively, and are incorporated herein by reference, and the foregoing description of the Contribution Agreements and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

RSU Forfeiture Agreement

On May 2, 2023, Krishna Gupta, a member of the Allurion board of directors, entered into a letter agreement with Allurion (the "***RSU Forfeiture Agreement***"), pursuant to which, among other things, upon the terms and subject to the conditions set forth therein,Mr. Gupta agreed to forfeit to Allurion a number of restricted stock unit awards (the "***Forfeited RSUs***"), determined immediately following the consummation of the transactions contemplated by the Business Combination Agreement and after giving effect to the exchange of such Restricted Stock Units pursuant to the Business Combination Agreement based on the Intermediate Merger Exchange Ratio, equal in number to up to (a) 50,000 shares of Pubco Common Stock (being one-sixth of the Hunter Closing Shares) *plus* (b) a number of shares of Pubco Common Stock equal to one-third of the Additional Hunter Shares. The Forfeited RSUs shall be terminated and cancelled without consideration therefor, effective as of immediately following the consummation of the transactions contemplated by the Business Combination Agreement.

A copy of the RSU Forfeiture Agreement is filed with this Current Report on Form 8-K as Exhibit 10.10, and is incorporated herein by reference, and the foregoing description of the RSU Forfeiture Agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

BCA Amendment

On May 2, 2023, in connection with the foregoing refinancing transactions, the Company entered into the BCA Amendment with the other Parties, which, among other things, amended the calculation of the aggregate number of shares of Pubco Common Stock to be issued to (or reserved for issuance for) Allurion equityholders upon the consummation of the Intermediate Merger to be as follows: (a) 37,812,000 *minus* (b) (x) a number of shares of Pubco Common Stock equal to (i) 1,400,000*multiplied by* (ii) (x) the aggregate Backstop Purchase Amounts *divided by* (y) $4 million (such quotient, the "***Backstop Percentage***" and such shares calculated pursuant to this clause (y), the "***BCA Backstop Shares***"); provided that the Backstop Percentage shall not exceed one hundred percent (100%)*minus* (c) a number of shares of Pubco Common Stock equal to (x) (i) 1,500,000 *minus* (ii) the BCA Backstop Shares *multiplied by* (y) the Net Closing Cash Percentage (as defined in the Business Combination Agreement) (such shares, the "***Allocated Shares***"); provided that, if the Backstop Percentage equals one hundred percent (100%), then the Allocated Shares will be a number of shares of Pubco Common Stock equal to greater of (a) the BCA Backstop Shares or (b) 1,500,000 *multiplied by* the Net Closing Cash Percentage. Additionally, the BCA Amendment replaced the form of Investor Rights Agreement attached as an exhibit to the Existing Business Combination Agreement with a revised form of Investor Rights Agreement (as described below).

Other than as expressly modified by the BCA Amendment, the Existing Business Combination Agreement, which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission (the "***SEC***") on February 9, 2023, remains in full force and effect.A copy of the BCA Amendment is filed with this Current Report on Form 8-K as Exhibit 2.1, and is incorporated herein by reference, and the foregoing description of the BCA Amendment and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

Investor Rights Agreement

As previously disclosed, in connection with the transactions contemplated by the Business Combination Agreement,Pubco, the Sponsor, certain stockholders of Allurion and certain other parties will enter into an Investor Rights and Lock-up Agreement (the "***Investor Rights Agreement***") upon the consummation of the transactions contemplated by the Business Combination Agreement. Pursuant to the Investor Rights Agreement, upon the terms and subject to the conditions set forth therein, each signatory thereto (other than Pubco) will be granted certain registration rights with respect to their respective shares of Pubco Common Stock, and certain signatories thereto will be subject to certain transfer restrictions with respect to their shares of Pubco Common Stock. Pursuant to the BCA Amendment, on May 2, 2023, the form of Investor Rights Agreement was revised to provide that, among other things, the transfer restrictions contained therein shall not apply to the Backstop Shares or the shares of Pubco Common Stock anticipated to be issued to each of HVL, RTW, Fortress and the other holders of Bridge Notes.

A copy of the Investor Rights Agreement is filed with this Current Report on Form 8-K as Exhibit 10.11, and is incorporated herein by reference, and the foregoing description of the Investor Rights Agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference thereto.

Each of the Termination Agreements, the Prepayment Consent, the Backstop Agreement, the Amended and Restated RTW Side Letter, the Fortress Side Letter, the Contribution Agreements, the RSU Forfeiture Agreement, the BCA Amendment and the form of Investor Rights Agreement (collectively, the " ***Ancillary Documents***") contains representations, warranties or covenants that the respective parties made to each other as of the date of the Ancillary Documents or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Ancillary Documents. The Ancillary Documents are being filed to provide investors with information regarding its terms. It is not intended to provide any other factual information about the parties to the Ancillary Documents. In particular, the representations, warranties, covenants and agreements contained in the Ancillary Documents, which were made only for purposes of the Ancillary Documents and as of specific dates, were solely for the benefit of the parties to the Ancillary Documents, may be subject to limitations agreed upon by the contracting parties and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors, security holders and reports and documents filed with the SEC. Investors and security holders are not third-

party beneficiaries under the Ancillary Documents and should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Ancillary Documents. In addition, the representations, warranties, covenants and agreements and other terms of the Ancillary Documents may be subject to subsequent waiver or modification.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K with respect to the Termination Agreements, the Backstop Agreement, the Amended and Restated RTW Side Letter, the Fortress Side Letter and the BCA Amendment is incorporated by reference herein. The shares of Pubco Common Stock issuable pursuant to such agreements will not be registered under the Securities Act, and will be issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, as applicable.

Important Information About the Proposed Transactions and Where to Find It

This Current Report on Form 8-K relates to a proposed business combination between the Company, Allurion and Pubco. Pubco intends to file the Registration Statement on Form S-4 with the SEC, which will include a document that serves as a proxy statement and prospectus of the Company and Pubco and a full description of the terms of the Business Combination Agreement and the Ancillary Documents (as defined in the Business Combination Agreement) (the "***Proposed Transactions***"). The proxy statement/prospectus will be mailed to the Company's stockholders as of a record date to be established for voting at the Special Meeting The Company and Pubco may also file other documents regarding the Proposed Transactions with the SEC. This Current Report on Form 8-K does not contain all of the information that should be considered concerning the Proposed Transactions, including the risk factors and other disclosures set forth in the Company's filings with the SEC, and is not intended to form the basis of any investment decision or any other decision in respect of the Proposed Transactions. The Company's stockholders and other interested persons are advised to read, when available, the Registration Statement on Form S-4, including the proxy statement/prospectus and any amendments thereto, and all other relevant documents filed or that will be filed with the SEC in connection with the Proposed Transactions, as these materials will contain important information about Allurion, the Company and the Proposed Transactions. The Registration Statement on Form S-4, including the proxy statement/prospectus, and other documents that are filed with the SEC, once available may be obtained without charge at the SEC's website at www.sec.gov, or by directing a written request to Compute Health Acquisition Corp., 1100 North Market Street, 4 th Floor, Wilmington, Delaware 19890.

NEITHER THE SEC NOR ANY STATE SECURITIES REGULATORY AGENCY HAS APPROVED OR DISAPPROVED THE TRANSACTIONS DESCRIBED IN THIS CURRENT REPORT ON FORM 8-K, PASSED UPON THE MERITS OR FAIRNESS OF THE PROPOSED TRANSACTIONS OR ANY RELATED TRANSACTIONS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE DISCLOSURE IN THIS CURRENT REPORT ON FORM 8-K. ANY REPRESENTATION TO THE CONTRARY CONSTITUTES A CRIMINAL OFFENSE.

Participants in the Solicitation

The Company, Allurion, Pubco, certain stockholders of the Company and certain of the Company's, Allurion's and Pubco's respective directors, executive officers and other members of management and employees may, under SEC rules, be deemed to be participants in the solicitation of proxies from the stockholders of the Company with respect to the Proposed Transactions. A list of the names of such persons and information regarding their interests in the proposed transaction will be contained in the Registration Statement on Form S-4 and proxy statement/prospectus, when available. Stockholders, potential investors and other interested persons should read the Registration Statement on Form S-4 and proxy statement/prospectus carefully when they become available and before making any voting or investment decisions. Free copies of these documents may be obtained from the sources indicated above, when available.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K contains certain "forward-looking statements" within the meaning of the federal U.S. securities laws with respect to the Company, Allurion and the Proposed Transactions between them, the benefits of the proposed transaction, the amount of cash the proposed transaction will provide the Company and Allurion, the anticipated timing of the proposed transaction, the services and markets of Allurion, the expectations regarding future growth, results of operations, performance, future capital and other expenditures, competitive advantages, business prospects and opportunities, future plans and intentions, results, level of activities, performance, goals or achievements or other future events. These forward-looking statements generally are identified by words such as "anticipate," "believe," "expect," "may," "could," "will," "potential," "intend," "estimate," "should," "plan," "predict," or the negative or other variations of such statements. They reflect the current beliefs and assumptions of the Company's management and Allurion's management and are based on the information currently available to the Company's management and Allurion's management. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual results or developments to differ materially from those expressed or implied by such forward-looking statements, including but not limited to: (i) the risk that the proposed transaction may not be completed in a timely manner or at all, which may adversely affect the price of the Company's securities; (ii) the risk that the Proposed Transactions may not be completed by the Company's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by the Company; (iii) the failure to satisfy the conditions to the consummation of the Proposed Transactions, including, but not limited to, the approval of the Business Combination Agreement by the stockholders of the Company and the stockholders of Allurion, the satisfaction of the Net Closing Cash amount and the receipt of certain governmental and regulatory approvals; (iv) changes to the proposed structure of the Proposed Transactions that may be required, or considered appropriate, as a result of applicable laws or regulations or as a condition to obtaining regulatory approval of the Proposed Transactions; (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Business Combination Agreement; (vi) the ability to complete the PIPE Financing, the Fortress Financing and the Revenue Interest Financing (each as defined in the Business Combination Agreement); (vii) the Company's ability to acquire sufficient sources of funding if and when needed; (viii) the effect of the announcement or pendency of the Proposed Transactions on Allurion's business relationships, operating results and business generally; (ix) risks that the Proposed Transactions disrupt current plans and operations of Allurion; (x) the ability of Pubco, following the consummation of the Proposed Transactions (the "***Surviving Corporation***"), to implement business plans, forecasts and other expectations after the completion of the Proposed Transactions, and identify and realize additional opportunities; (xi) significant risks, assumptions, estimates and uncertainties related to the projected financial information with respect to Allurion; (xii) the outcome of any legal proceedings that may be instituted against Allurion, Pubco or the Company following the announcement of the Business Combination Agreement or the Proposed Transactions; (xiii) Allurion's ability to commercialize current and future products and services and create sufficient demand among health care providers and patients; (xiv) Allurion's ability to successfully complete current and future preclinical studies and clinical trials of the Allurion Gastric Balloon and any other future product candidates; (xv) Allurion's ability to obtain market acceptance of the Allurion Gastric Balloon as safe and effective; (xvi) Allurion's ability to cost-effectively sell existing and future products through existing distribution arrangements with distributors and/or successfully adopt a direct sales force as part of a hybrid sales model that includes both distributors and a direct sales effort; (xvii) Allurion's ability to obtain regulatory approval or clearance in the U.S. and certain non-U.S. jurisdictions for current and future products and maintain previously obtained approvals and/or clearances in those jurisdictions where Allurion's products and services are currently offered; (xviii) Allurion's ability to accurately forecast customer demand and manufacture sufficient quantities of product that patients and health care providers request; (xix) Allurion's ability to successfully compete in the highly competitive and rapidly changing regulated industries in which Allurion operates, and effectively address changes in such industries, including changes in competitors' products and services and changes in the laws and regulations that affect Allurion; (xx) Allurion's ability to successfully manage future growth and any future international

expansion of Allurion's business and navigate the risks associated with doing business internationally; (xxi) Allurion's ability to obtain and maintain intellectual property protection for its products and technologies and acquire or license intellectual property from third parties; (xxii) the ability of Allurion to retain key executives; (xxiii) the ability to obtain and maintain the listing of the Company's or the Surviving Corporation's securities on a national securities exchange; (xxiv) Allurion's ability to properly train physicians in the use of the Allurion Gastric Balloon and other services it offers in its practices; (xxv) the risk of downturns in the market and Allurion's industry including, but not limited to, as a result of the COVID-19 pandemic; (xxvi) fees, costs and expenses related to the Proposed Transactions; (xxvii) the risk that the collaboration agreement with Medtronic, Inc. will not be signed and that the parties will not achieve the expected benefits, incremental revenue and opportunities from such arrangement; (xxviii) the failure to realize anticipated benefits of the Proposed Transactions or to realize estimated pro forma results and underlying assumptions, including with respect to estimated redemptions by the Company's public stockholders; and (xxix) sanctions against Russia, reductions in consumer confidence, heightened inflation, production disruptions in Europe, cyber disruptions or attacks, higher natural gas costs, higher manufacturing costs and higher supply chain costs. The foregoing list of factors is not exclusive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of the Company's Form S-1 (File No. 333-252245) and Annual Report on Form 10-K for the year ended December 31, 2022 and the Registration Statement on Form S-4 and proxy statement/prospectus, when available, and other documents filed by the Company and Pubco from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date on which they are made, and none of Allurion, Pubco or the Company assume any obligation to update or revise any forward-looking statements or other information contained herein, whether as a result of new information, future events or otherwise. You are cautioned not to put undue reliance on these forward-looking statements. None of the Company, Allurion or Pubco gives any assurance that the Company, Allurion or Pubco will achieve its expectations.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1†	Amendment No. 1 to the Business Combination Agreement, dated as of May 2, 2023, by and among Compute Health Acquisition Corp., Compute Health Corp., Compute Health LLC, Allurion Technologies Holdings, Inc. and Allurion Technologies, Inc.
10.1††	Side Letter Termination Agreement, dated as of May 2, 2023, by and among Allurion Technologies, Inc., Romulus Growth Allurion L.P. and Hunter Ventures Limited.
10.2††	Side Letter Termination Agreement, dated as of May 2, 2023, by and among Allurion Technologies, Inc., RTW Master Fund, Ltd., RTW Innovation Master Fund, Ltd. and RTW Venture Fund Limited.
10.3††	Side Letter Termination Agreement, dated as of May 2, 2023, by and among Allurion Technologies, Inc. and Jason Gulbinas
10.4	Written Consent to Convertible Unsecured Promissory Note Prepayment, dated as of May 2, 2023, by and among Allurion Technologies, Inc. and Hunter Ventures Limited
10.5††	Backstop Agreement, dated as of May 2, 2023, by and among Hunter Ventures Limited, Allurion Technologies Holdings, Inc., Allurion Technologies, Inc., RTW Master Fund, Ltd., RTW Innovation Master Fund, Ltd., RTW Venture Fund Limited and Fortress Credit Corp.
10.6††	Amended and Restated RTW PIPE Side Letter Agreement, dated as of May 2, 2023, by and among Compute Health Acquisition Corp., Allurion Technologies Holdings, Inc., Compute Health LLC, Allurion Technologies, Inc., RTW Master Fund, Ltd., RTW Innovation Master Fund, Ltd. and RTW Venture Fund Limited.
10.7	Side Letter Agreement, dated as of May 2, 2023, by and between Allurion Technologies, Inc. and CFIP2 ALLE LLC.
10.8	Contribution Agreement, dated as of May 2, 2023, by and between Shantanu K. Gaur and Neha Gaur, Trustees of THE SHANTANU K. GAUR REVOCABLE TRUST OF 2021, and Allurion Technologies Holdings, Inc.
10.9	Contribution Agreement, dated as of May 2, 2023, by and between Compute Health Sponsor LLC and Allurion Technologies Holdings, Inc.
10.10	RSU Partial Forfeiture and Amendment Agreement, dated as of May 2, 2023, by and between Allurion Technologies, Inc. and Krishna Gupta.
10.11††	Form of Investor Rights Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

†† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURE

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

Compute Health Acquisition Corp.

By: /s/ Joshua Fink
Name: Joshua Fink
Title: Co-Chief Executive Officer

Dated: May 2, 2023

Execution Version

AMENDMENT NO. 1
TO THE
BUSINESS COMBINATION AGREEMENT

This AMENDMENT NO. 1 (this "**Amendment**"), dated as of May 2, 2023, to the Business Combination Agreement, dated as of February 9, 2023, by and among Compute Health Acquisition Corp., a Delaware corporation ("**CPUH**"), Compute Health Corp., a Delaware corporation ("**Merger Sub I**"), Compute Health LLC, a Delaware limited liability company ("**Merger Sub II**" and together with Merger Sub I, the "**Merger Subs**"), Allurion Technologies Holdings, Inc., a Delaware corporation ("**Pubco**"), and Allurion Technologies, Inc., a Delaware corporation (the "**Company**") (as amended, the "**Business Combination Agreement**"), is by and among CPUH, Merger Sub I, Merger Sub II, Pubco and the Company. Each of CPUH, Merger Sub I, Merger Sub II, Pubco and the Company shall individually be referred to herein as a "**Party**" and, collectively, the "**Parties**". Capitalized terms not otherwise defined in this Amendment have the meanings given such terms in the Business Combination Agreement.

WHEREAS, Section 8.3 of the Business Combination Agreement provides that, prior to the Closings, the Business Combination Agreement may be amended by a written agreement executed and delivered by CPUH, each Merger Sub, Pubco and the Company; and

WHEREAS, the Parties desire to amend the Business Combination Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
AMENDMENTS

1. Definitions.

(a) The following new definitions are hereby added to Section 1.1 of the Business Combination Agreement:

"**Allocated Shares**" means a number of shares of Pubco Common Stock equal to the Backstop Shares *plus* the Net Closing Cash Shares, provided, that if the Backstop Percentage equals one hundred percent (100%), then the Allocated Shares means a number of shares of Pubco Common Stock equal to greater of (a) the Backstop Shares or (b) 1,500,000 *multiplied by* the Net Closing Cash Percentage, rounded down to the nearest whole share.

"**Backstop Agreement**" means that certain Backstop Agreement, dated as of May 2, 2023, by and among the Company, Pubco, Hunter Ventures Limited and the Investors (as defined in the Backstop Agreement) set forth on Schedule I attached thereto, as amended or restated from time to time.

"**Backstop Amount**" means the aggregate principal amount of Company Convertible Note(s) purchased by the Investors (as defined in the Backstop Agreement) pursuant to the Backstop Agreement.

"**Backstop Percentage**" means the percentage obtained by the following calculation: (a) the Backstop Amount *divided by* (b) $4,000,000; provided, that the Backstop Percentage shall not exceed one hundred percent (100%).

"**Backstop Shares**" means a number of shares of Pubco Common Stock equal to (a) 1,400,000 *multiplied by* (b) the Backstop Percentage.

"**Contribution Agreements**" means those certain Contribution Agreements, each dated as of May 2, 2023, by and between Pubco and each of the Sponsor and THE SHANTANU K. GAUR REVOCABLE TRUST OF 2021, a trust affiliated with Shantanu Gaur, respectively.

"**Fortress Letter Agreement**" means that certain letter agreement, dated as of May 2, 2023, by and among CFIP2 ALLE LLC, the Company and Pubco.

"**Net Closing Cash Shares**" means a number of shares of Pubco Common Stock equal to (a) (i) 1,500,000 *minus* (ii) the Backstop Shares *multiplied by* (b) the Net Closing Cash Percentage.

"**Termination Agreements**" means the letter agreements, dated as of the date hereof, by and among the Company, the holders of Company Convertible Notes party thereto, and the other parties thereto.

(b) The definition "Ancillary Document" set forth in Section 1.1 of the Business Combination Agreement is hereby amended and restated in its entirety to read as follows:

"**Ancillary Document**" means the Investor Rights Agreement, the Subscription Agreements, the Sponsor Support Agreement, the Non-Redemption Agreement, the Company Support Agreement, the Revenue Interest Financing Agreement, the Fortress Bridging Agreement, the Warrant Assumption Agreement, the Backstop Agreement, the Fortress Letter Agreement, the Termination Agreements, the Contribution Agreements and each other agreement, document, instrument or certificate contemplated by this Agreement executed or to be executed in connection with the transactions contemplated hereby.

(c) The definition "Aggregate Intermediate Merger Closing Merger Consideration" set forth in Section 1.1 of the Business Combination Agreement is hereby amended and restated in its entirety to read as follows:

"**Aggregate Intermediate Merger Closing Merger Consideration**" means a number of shares of Pubco Common Stock equal to (a) 37,812,000 *minus* (b) the Allocated Shares.

(d) The definition "Company Convertible Note" set forth in Section 1.1 of the Business Combination Agreement is hereby amended and restated in its entirety to read as follows:

"**Company Convertible Note**" means an outstanding convertible unsecured promissory note issued by the Company pursuant to that certain (i) Convertible Note Purchase Agreement, dated December 22, 2021, by and among the Company and the investors listed on Exhibit A thereto or (ii) Convertible Note Purchase Agreement, dated February 15, 2023, by and among the Company and the investors listed on Exhibit A thereto, each as amended or restated from time to time.

(e) The Form of Investor Rights Agreement attached as Exhibit A to the Business Combination Agreement is hereby replaced in its entirety with Exhibit A attached hereto.

ARTICLE II
MISCELLANEOUS

1. No Further Amendment. Except as expressly amended hereby, the Business Combination Agreement is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Business Combination Agreement or any of the documents referred to therein.

2. Effect of Amendment. This Amendment shall form a part of the Business Combination Agreement for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the Parties, any reference to the Business Combination Agreement shall be deemed a reference to the Business Combination Agreement as amended hereby.

3. Entire Agreement; Assignment; Governing Law; Severability; Counterparts; Electronic Signatures; Effectiveness. Sections 8.2, 8.5, 8.10 and 8.11 of the Business Combination Agreement are hereby incorporated by reference *mutatis mutandis.*

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPUTE HEALTH ACQUISITION CORP.

By: /s/ Jean Nehme
Name: Jean Nehme
Title: Co-Chief Executive Officer

COMPUTE HEALTH CORP.

By: /s/ Joshua Fink
Name: Joshua Fink
Title: Secretary and Treasurer

COMPUTE HEALTH LLC

By: /s/ Joshua Fink
Name: Joshua Fink
Title: Secretary and Treasurer

[Signature Page to Amendment No. 1 to the Business Combination Agreement]

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

ALLURION TECHNOLOGIES HOLDINGS, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

[Signature Page to Amendment No. 1 to the Business Combination Agreement]

Exhibit 10.1

Execution Version

Termination Letter Agreement

May 2, 2023

Allurion Technologies, Inc.
11 Huron Drive
Natick, MA 01760

Re: Termination of Side Letter

Ladies and Gentlemen:

Reference is made to that certain (a) Convertible Note Purchase Agreement, dated as of February 15, 2023 (as amended or restated, the "Convertible Note Purchase Agreement"), by and among Allurion Technologies, Inc., a Delaware corporation (the "Company"), the undersigned holder of the Convertible Note (as defined below) (the "Holder"), and the other investors listed in Exhibit A thereto, (b) Convertible Unsecured Promissory Note, dated as of February 15, 2023 (as amended or restated, the "Convertible Note"), issued by the Company to the Holder, and (c) side letter, dated as of February 15, 2023, attached hereto as Exhibit A (the "Side Letter"), by and among the Company, Romulus Growth Allurion L.P., and the Holder. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Convertible Note Purchase Agreement.

Whereas, the Company desires to prepay, in one or more transactions, all or a portion of the outstanding principal amount, plus accrued interest (the "Balance"), under the Convertible Note, by way of:

(i) a $2,000,000 payment in cash by the Company to the Holder on the date hereof (the "Prepayment"); and

(ii) immediately prior to the consummation of the proposed deSPAC Transaction between the Company and Compute Health Acquisition Corp., a Delaware corporation ("CPUH" and such deSPAC Transaction, the "CPUH deSPAC Transaction"), an additional payment of at least $6,000,000, up to the outstanding principal amount, plus accrued interest, under the Convertible Note as of such time (such additional repayment pursuant to this clause (ii), the "Additional Payment" and such amount, together with the amount of the Prepayment, the "Repayment Amount") (the repayment contemplated by clauses (i) and (ii), the "Repayment") by way of (a) payment in cash by the Company and/or (b) the sale and transfer of all or any portion of the Convertible Note, equivalent in value to the portion of the Additional Payment to be repaid pursuant to this clause (ii)(b), to any person or persons designated in writing by the Company;

Whereas, in consideration of the Repayment, the parties desire to terminate the Side Letter; and

Whereas, the Requisite Majority (as defined in the Convertible Note) has consented in writing to the Repayment and the other transactions contemplated by this letter agreement (this "Agreement") in accordance with Section 3 of the Convertible Note.

In consideration for the Repayment Amount and other good and valuable consideration, the undersigned parties hereby agree as follows:

1. Termination of the Side Letter. The Company and the Holder agree that, effective as of the date of the Prepayment, the Side Letter attached hereto as Exhibit A is hereby terminated and of no further force and effect and that each of the parties thereto are hereby released from any and all obligations thereunder, without any further action required by any person.

2. Waiver of Proportionate Repayment Obligations; Sales and Transfers of the Convertible Note. The Company and the Holder agree that, as they may relate to the Repayment, each of the provisions and obligations described in Section 3 of the Convertible Note relating to application of payments are hereby waived and of no further force and effect, without any further action required by any person. In connection with the sale or transfer of all or any portion of the Convertible Note in accordance with clause (ii)(b) of the second paragraph above, the Holder agrees to execute and deliver all documents that the Company may reasonably request in order to facilitate any such sale and transfer provided that the Holder shall not be obliged to execute and deliver all such documents unless the amount equivalent to the Additional Payment shall be received by the Holder simultaneously with the closing of the transfer of such portion of the Convertible Note.

3. Treatment of the Prepayment Amount. The parties acknowledge and agree that (a) $1,500,000 of the Prepayment (the "Penalty Amount") shall be deemed a prepayment penalty and (b) repayment of the Repayment Amount *less* the Penalty Amount shall be deemed a prepayment of the Balance and shall reduce the amounts owed under the Convertible Note, both principal and accrued interest, by the Repayment Amount *less* the Penalty Amount.

4. Pubco Shares.

(a) Subject to the terms and conditions set forth herein, in consideration of the termination of the Side Letter and the value received from the Holder in connection with the issuance of the Convertible Note, Allurion Technologies Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Pubco"), agrees that, immediately following the consummation of the CPUH deSPAC Transaction, it shall issue to the Holder a number of shares of common stock, $0.0001 par value, of Pubco ("Pubco Common Stock"), equal in the aggregate to the Pubco Additional Shares (as defined below). Pubco shall issue the Pubco Additional Shares in book entry form, free and clear of any liens or other restrictions (other than those arising under the Convertible Note Purchase Agreement, the Convertible Note, the Investor Rights Agreement (as defined in that certain Business Combination Agreement, dated February 9, 2023, by and among Pubco, the Company, CPUH and the other parties named therein as amended from time to time) or applicable securities laws), in the name of the Holder (or its nominee or custodian in accordance with the Holder's delivery instructions).

(b) The following terms shall have the meanings given below:

"Pubco Additional Shares" means (i) (x) the Pubco Share Target minus (y) the number of shares of Pubco Common Stock issued to the Holder at the closing of the CPUH deSPAC Transaction in exchange for the shares of common stock of the Company issued upon conversion of the Convertible Note pursuant to the terms thereof (and based on the outstanding principal and accrued interest thereunder as of the closing of the CPUH deSPAC Transaction) plus (ii) 300,000 shares of Pubco Common Stock.

"Pubco Share Target" means a number of shares of Pubco Common Stock equal to (x) the Balance immediately prior to the consummation the CPUH deSPAC Transaction (after giving effect to the payment of the Repayment Amount (taking into account the prepayment penalty described in Section 3(a)) divided by (y) $5.00.

(c) At the Closing, all of the representations and warranties of the Holder set forth in Section 3 of the Convertible Note Purchase Agreement, as applicable, shall be true and correct with respect to the receipt of the Pubco Additional Shares given if such shares were Conversion Shares (as defined in the Convertible Note Purchase Agreement) thereunder and Section 3 of the Convertible Note Purchase Agreement is hereby incorporated by reference herein, *mutatis mutandis*.

5. Tax Matters. The Holder shall, prior to the Closing, execute and deliver to the Company a completed Internal Revenue Service ("IRS") Form W-8, or IRS Form W-9, as applicable. To the extent the Holder has not provided an IRS Form W-9 to the Company in accordance with this Section 5, the Holder represents and warrants that it (i) has not made, and will not make, any investment decisions with respect to the termination of the Side Letter and (ii) has not negotiated or executed the termination of the Side Letter, in each case, from within the United States.

6. Successors and Assigns. This Agreement shall be binding upon each of the parties and their respective agents, affiliates, related parties, successors and assigns.

7. Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties hereto and supersedes and preempts any prior and/or contemporaneous understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

8. Counterparts. This Agreement may be executed in two (2) or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions will nevertheless remain effective and enforceable to the greatest extent permitted by law.

[*Remainder of page intentionally left blank*]

If the foregoing correctly sets forth our understanding of the subject matter hereof, please so indicate by executing this Agreement in the space provided below.

Very truly yours,

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

[*Signature Page to Termination Letter Agreement*]

Agreed and accepted on
the date first above written:

HOLDER: Hunter Ventures Limited

By: /s/ Remy Liekenjie
Name: Remy Liekenjie
Title: Director

[*Signature Page to Termination Letter Agreement*]

Agreed and accepted on
the date first above written:

ROMULUS GROWTH ALLURION L.P.

By: /s/ Krishna Gupta
Name: Krishna Gupta
Title: Manager

[*Signature Page to Termination Letter Agreement*]

Agreed and accepted on

the date first above written:

Allurion Technologies Holdings, Inc.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

[*Signature Page to Termination Letter Agreement*]

Exhibit 10.2

Execution Version

Termination Letter Agreement

May 2, 2023

Allurion Technologies, Inc.
11 Huron Drive
Natick, MA 01760

Re: Termination of Side Letters

Ladies and Gentlemen:

Reference is made to (a) that certain Convertible Note Purchase Agreement, dated as of February 15, 2023 (as amended or restated, the "Convertible Note Purchase Agreement"), by and among Allurion Technologies, Inc., a Delaware corporation (the "Company"), the undersigned holders of the Convertible Notes (as defined below) (the "Holders"), and the other investors listed in Exhibit A thereto, (b) those certain Convertible Unsecured Promissory Notes, dated as of February 23, 2023 (as amended or restated, the "Convertible Notes"), issued by the Company to the Holders, and (c) those certain side letters, each dated as of February 23, 2023, attached hereto as Exhibit A-1, Exhibit A-2 and Exhibit A-3 (the "Side Letters"), by and between Company and the applicable Holders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Convertible Note Purchase Agreement.

Whereas, the Company desires to terminate the Side Letters;

Whereas, the Company desires to prepay, in one or more transactions, all or a portion of the outstanding principal amount, plus accrued interest, under the Convertible Unsecured Promissory Note (the "Hunter Note") held by Hunter Ventures Limited ("Hunter"), including by way of (i) a $2,000,000 payment in cash by the Company to Hunter on the date hereof (the "Prepayment") and (ii) immediately prior to the consummation of the proposed deSPAC Transaction between the Company and Compute Health Acquisition Corp., a Delaware corporation (the "SPAC"), an additional payment of at least $6,000,000, up to the outstanding principal amount, plus accrued interest, under the Hunter Note as of such time (such additional repayment pursuant to this clause (ii), the "Additional Payment" and such amount, together with the amount of the Prepayment, the "Repayment Amount") (the repayment contemplated by clauses (i) and (ii), the "Repayment") by way of (a) payment in cash by the Company and/or (b) the sale and transfer of all or any portion of the Hunter Note, equivalent in value to the portion of the Additional Payment to be repaid pursuant to this clause (ii)(b), to any person or persons designated in writing by the Company; and

Whereas, the Requisite Majority (as defined in the Convertible Notes) has consented in writing to the Repayment and the other transactions contemplated by this letter agreement (this "Agreement") in accordance with Section 3 of the Convertible Notes.

In consideration for good and valuable consideration, the undersigned parties hereby agree as follows:

1. Termination of the Side Letters. In reliance on the representations and warranties set forth in Section 4 of this Agreement, the Company and the Holders agree that, effective as of the date hereof, the Side Letters attached hereto as Exhibit A-1, Exhibit A-2 and Exhibit A-3 are hereby terminated and of no further force and effect and that each of the parties thereto are hereby released from any and all obligations thereunder, without any further action required by any person.

2. Waiver of Proportionate Repayment Obligations. In reliance on the representations and warranties set forth in Section 4 of this Agreement, the Company and the Holders agree that, as they may relate to the Repayment, each of the provisions and obligations described in Section 3 of the Convertible Notes relating to application of payments are hereby waived and of no further force and effect, without any further action required by any person.

3. Waiver of Most Favored Nations Obligation.

(a) Reference is hereby made to that certain letter agreement, dated February 9, 2023 (as amended or restated from time to time, PIPE Side Letter"), entered into by and among the SPAC, Allurion Technologies Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of the Company (" Pubco"), Compute Health LLC, a Delaware limited liability company and wholly-owned subsidiary of the SPAC, the Company and the Holders, which was entered into in consideration for, *inter alia*, the investment by the Holders in Pubco pursuant to those certain Subscription Agreements, dated February 9, 2023, by and among the SPAC, Pubco and each of the Holders. Reference is further made to that certain Backstop Agreement, dated as of the date hereof (the "Backstop Agreement"), by and among the persons set forth on Schedule I thereto.

(b) In reliance on the representations and warranties set forth in Section 4 of this Agreement, the Holders hereby agree to waive the Most Favored Nations obligation contained in Section 1 of the PIPE Side Letter limited solely to the extent that such Most Favored Nations obligation relates to the issuance of the New Notes (as defined in the Backstop Agreement) on substantially the same terms and conditions as those set forth in the Convertible Note Purchase Agreement for the purpose of funding the Repayment.

(c) The waiver set forth in Section 3(b) of this Agreement shall be effective only in this specific instance for the specific purpose set forth herein and shall not constitute a modification or alteration of any provision, term, condition or covenant of the PIPE Side Letter or a waiver, release or limitation upon the exercise by any of the Holders of any of its rights, legal or equitable, hereunder or under the PIPE Side Letter, except solely to the extent and solely for the purposes described in this Section 3. Except to the extent that Section 1 of the PIPE Side Letter is hereby expressly waived, all terms and conditions of the PIPE Side letter shall remain unchanged and continue in full force and effect.

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4. Representation of the Company. The Company represents and warrants to each of the Holders that, as of the date hereof, the Requisite Majority (as defined in the Convertible Notes) has consented in writing to the Repayment and the other transactions contemplated by this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon each of the parties and their respective agents, affiliates, related parties, successors and assigns.

6. Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties hereto and supersedes and preempts any prior and/or

contemporaneous understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions will nevertheless remain effective and enforceable to the greatest extent permitted by law.

[*Remainder of page intentionally left blank*]

If the foregoing correctly sets forth our understanding of the subject matter hereof, please so indicate by executing this Agreement in the space provided below.

Very truly yours,

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

[*Signature Page to Termination Letter Agreement*]

Agreed and accepted on
the date first above written:

HOLDER: RTW MASTER FUND, LTD.

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Director

HOLDER: RTW INNOVATION MASTER FUND, LTD.

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Director

HOLDER: RTW VENTURE FUND LIMITED

By: RTW Investments, LP, its Investment Manager

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Managing Partner

[*Signature Page to Termination Letter Agreement*]

Exhibit 10.3

Execution Version

Termination Letter Agreement

May 2, 2023

Allurion Technologies, Inc.
11 Huron Drive
Natick, MA 01760

Re: Termination of Side Letter

Ladies and Gentlemen:

Reference is made to that certain (a) Convertible Note Purchase Agreement, dated as of February 15, 2023 (as amended or restated, the "Convertible Note Purchase Agreement"), by and among Allurion Technologies, Inc., a Delaware corporation (the "Company"), the undersigned holder of the Convertible Note (as defined below) (the "Holder"), and the other investors listed in Exhibit A thereto, (b) Convertible Unsecured Promissory Note, dated as of March 15, 2023 (as amended or restated, the "Convertible Note"), issued by the Company to the Holder, and (c) side letter, dated as of March 15, 2023, attached hereto as Exhibit A (the "Side Letter"), by and between Company and the Holder. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Convertible Note Purchase Agreement.

Whereas, the Company desires to terminate the Side Letter;

Whereas, the Company desires to prepay, in one or more transactions, all or a portion of the outstanding principal amount, plus accrued interest, under the Convertible Unsecured Promissory Note (the "Hunter Note") held by Hunter Ventures Limited ("Hunter"), including by way of (i) a $2,000,000 payment in cash by the Company to Hunter on the date hereof (the "Prepayment") and (ii) immediately prior to the consummation of the proposed deSPAC Transaction between the Company and Compute Health Acquisition Corp., a Delaware corporation, an additional payment of at least $6,000,000, up to the outstanding principal amount, plus accrued interest, under the Hunter Note as of such time (such additional repayment pursuant to this clause (ii), the "Additional Payment" and such amount, together with the amount of the Prepayment, the "Repayment Amount") (the repayment contemplated by clauses (i) and (ii), the "Repayment") by way of (a) payment in cash by the Company and/or (b) the sale and transfer of all or any portion of the Hunter Note, equivalent in value to the portion of the Additional Payment to be repaid pursuant to this clause (ii)(b), to any person or persons designated in writing by the Company; and

Whereas, the Requisite Majority (as defined in the Convertible Note) has consented in writing to the Repayment and the other transactions contemplated by this letter agreement (this "Agreement") in accordance with Section 3 of the Convertible Note.

In consideration for good and valuable consideration, the undersigned parties hereby agree as follows:

1. Termination of the Side Letter. The Company and the Holder agree that, effective as of the date hereof, the Side Letter attached hereto as Exhibit A is hereby terminated and of no further force and effect and that each of the parties thereto are hereby released from any and all obligations thereunder, without any further action required by any person.

2. Waiver of Proportionate Repayment Obligations. The Company and the Holder agree that, as they may relate to the Repayment, each of the provisions and obligations described in Section 3 of the Convertible Note relating to application of payments are hereby waived and of no further force and effect, without any further action required by any person.

3. Successors and Assigns. This Agreement shall be binding upon each of the parties and their respective agents, affiliates, related parties, successors and assigns.

4. Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties hereto and supersedes and preempts any prior and/or contemporaneous understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

5. Tax Matters. The Holder shall, prior to the Closing, execute and deliver to the Company a completed Internal Revenue Service ("IRS") Form W-8, or IRS Form W-9, as applicable. To the extent the Holder has not provided an IRS Form W-9 to the Company in accordance with this Section 5, the Holder represents and warrants that it (i) has not made, and will not make, any investment decisions with respect to the termination of the Side Letter and (ii) has not negotiated or executed the termination of the Side Letter, in each case, from within the United States.

6. Counterparts. This Agreement may be executed in two (2) or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions will nevertheless remain effective and enforceable to the greatest extent permitted by law.

[*Remainder of page intentionally left blank*]

If the foregoing correctly sets forth our understanding of the subject matter hereof, please so indicate by executing this Agreement in the space provided below.

Very truly yours,

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

Agreed and accepted on
the date first above written:

HOLDER: Jason Gulbinas

By: /s/ Jason Gulbinas
Name: Jason Gulbinas

[*Signature Page to Termination Letter Agreement*]

Exhibit 10.4

WRITTEN CONSENT TO PREPAYMENT

This Written Consent to Prepayment (this "**Consent**") is entered into as of May 2, 2023, by and between Allurion Technologies, Inc., a Delaware corporation (the "**Company**"), and Hunter Ventures Limited (the "**Holder**").

RECITALS

WHEREAS, the Company issued to the Holder that certain Convertible Unsecured Promissory Note on February 15, 2023 in the original principal amount of $13,000,0000 (the "**Holder Note**"), which is one of a series of convertible unsecured promissory notes (the "**Notes**") that have been issued pursuant to that certain Convertible Note Purchase Agreement, dated as of February 15, 2023 (the "**Note Purchase Agreement**");

WHEREAS, Section 3 of the Notes includes provisions and obligations relating to the application of payments with respect to the Notes, pursuant to which, among other things, (i) the Company may not prepay any Balance (as defined in each Note) under the Notes without first obtaining the written consent of the holders of a majority of the outstanding principal amount of the Notes (the "**Requisite Majority**"), (ii) each of the Notes issued pursuant to the Note Purchase Agreement shall rank equally without preference or priority of any kind over one another, and all payments on the Notes shall be paid and applied ratably and proportionately on the Balances of all outstanding Notes on the basis of their original principal amount, and (iii) no payment, including any permitted prepayment, shall be made under the Notes unless payment, including any permitted prepayment, is made with respect to any such other Notes in an amount which bears the same ratio to the then unpaid balance on any such other Notes as the payment made thereon bears to the then unpaid balance under the Notes (collectively, the "**Prepayment Restrictions**");

WHEREAS, the undersigned Holder constitutes the Requisite Majority;

WHEREAS, the Company desires to prepay, in one or more transactions, all or a portion of the outstanding principal amount, plus accrued interest, under the Holder Note, including by way of (i) a $2,000,000 payment in cash by the Company to the Holder on the date hereof and (ii) immediately prior to the consummation of the proposed deSPAC Transaction between the Company and Compute Health Acquisition Corp., a Delaware corporation, an additional payment of at least $6,000,000, up to the outstanding principal amount, plus accrued interest, under the Holder Note as of such time (such additional repayment pursuant to this clause (ii), the "**Additional Payment**") (the repayment contemplated by clauses (i) and (ii), the "**Repayment**") by way of (a) payment in cash by the Company and/or (b) the sale and transfer of all or any portion of the Holder Note, equivalent in value to the portion of the Additional Payment to be repaid pursuant to this clause (ii)(b), to any person or persons designated in writing by the Company;

WHEREAS, any provision of the Notes may be waived with the written consent of the Company and the Requisite Majority; and

WHEREAS, the Company and the Holder desire to waive the Prepayment Restrictions with respect to the Repayment.

NOW, THEREFORE, the parties agree as follows:

1. Consent and Waiver. The Holder hereby (i) consents to the Repayment and waives each of the Prepayment Restrictions, as and to the extent related to the Repayment, on behalf of all holders of Notes and (ii) agrees that the Prepayment Restrictions are of no further force and effect, solely to the extent related to the Repayment.

2. Governing Law. This Consent shall be governed by the internal law of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. THE COMPANY AND HOLDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS CONSENT, AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE. EACH OF THE COMPANY AND HOLDER (A) CERTIFIES THAT NO OTHER PARTY AND NO AGENT, REPRESENTATIVE OR OTHER PERSON AFFILIATED WITH OR RELATED TO ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2. Notwithstanding anything herein to the contrary, the Company's obligations under this Section 2 shall survive the payment, transfer, conversion, cancellation, enforcement, amendment, waiver or release of this Consent.

3. Counterparts. This Consent may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Balance of Page Intentionally Left Blank*]

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

COMPANY:

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

HOLDER:

HUNTER VENTURES LIMITED

By: /s/ Remy Liekenjie
Name: Remy Liekenjie
Title: Director

[*Signature Page to Consent*]

Exhibit 10.5

Execution Version

BACKSTOP AGREEMENT

This Backstop Agreement (this "Agreement") is entered into as of May 2, 2023, by and among the Person or Persons set forth on Schedule I attached hereto (each, an "Investor" and collectively, the "Investors"), Hunter Ventures Limited (the "Noteholder"), Allurion Technologies Holdings, Inc., a Delaware corporation and direct, wholly-owned subsidiary of the Company (as defined below) ("Pubco"), and Allurion Technologies, Inc., a Delaware corporation (the "Company" and collectively with the Investors, the Noteholder and Pubco, the "Parties"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Business Combination Agreement (as defined below).

Recitals

WHEREAS, on February 9, 2023, Compute Health Acquisition Corp., a Delaware corporation ("Acquiror"), Compute Health Corp., a Delaware corporation and a direct, wholly-owned subsidiary of Acquiror ("Merger Sub I"), Compute Health LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Acquiror ("Merger Sub II"), Pubco and the Company entered into that certain Business Combination Agreement, as amended by that certain Amendment No. 1 to the Business Combination Agreement, dated as of May 1, 2023 and entered into simultaneously with the execution of this Agreement, by and among Acquiror, Merger Sub I, Merger Sub II, Pubco and the Company (as it may be permitted to be further amended, restated, supplemented or otherwise modified from time to time, the "Business Combination Agreement"), pursuant to which, among other transactions, as part of the same overall transaction, (a) Acquiror is to merge with and into Pubco (the "CPUH Merger"), with Pubco surviving as the publicly-listed company, (b) thereafter, Merger Sub I is to merge with and into the Company, with the Company surviving as a wholly-owned subsidiary of Pubco (the "Intermediate Merger") and (c) thereafter, the Company is to merge with and into Merger Sub II, with Merger Sub II surviving as a wholly-owned subsidiary of Pubco (collectively with the CPUH Merger and the Intermediate Merger, the "Mergers"), in each case on the terms and conditions set forth therein;

WHEREAS, the Parties wish to enter into this Agreement, pursuant to which immediately prior to, but substantially contemporaneously with the consummation of, the Mergers, the Investors shall purchase up to the aggregate principal amount set forth on Schedule I attached hereto (such amount, the "Maximum Purchase Amount") opposite such Investor's name from the Noteholder of that certain convertible unsecured promissory note in the original principal amount of $13,000,000 (the "Prior Note") issued pursuant to that certain Convertible Note Purchase Agreement, dated as of February 15, 2023, by and among the Company, the Noteholder and the other investors listed in Exhibit A thereto (as it may be permitted to be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"); and

WHEREAS, as an inducement to each of the Investors to enter into this Agreement and to purchase up to its Maximum Purchase Amount of the Prior Note from the Noteholder, Pubco desires to issue shares of common stock, $0.0001 par value, of Pubco ("Pubco Common Stock") to the Investors on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Terms Defined

"Base Pubco Shares" means (i) with respect to the Fortress Investor, the aggregate amount of 250,000 shares of Pubco Common Stock that, at the Closing, shall be issued to the Fortress Investor pursuant to Section 6.01(t) of the Fortress Credit Agreement and (ii) with respect to the RTW Investor, the aggregate amount of 250,000 shares of Pubco Common Stock that, at the Closing, shall be issued to the RTW Investor pursuant to Section 3(a) of that certain amended and restated letter agreement, dated as of May 2, 2023 and entered into simultaneously with the execution of this Agreement (as may be permitted to be further amended, restated, supplemented or modified from time to time, the "RTW PIPE Side Letter"), by and among Acquiror, Pubco, Merger Sub II, the Company, RTW Master Fund, Ltd. ("RTW Master"), RTW Innovation Master Fund, Ltd. ("RTW Innovation") and RTW Venture Fund Limited ("RTW Venture").

"Conditional Additional Pubco Shares" means (i) with respect to the Fortress Investor, a number of additional shares of Pubco Common Stock exceeding the Base Pubco Shares, in a maximum amount not to exceed 750,000 shares of Pubco Common Stock, that may be issuable to the Fortress Investor pursuant to Section 6.01(t) of the Fortress Credit Agreement, and (ii) with respect to the RTW Investor, a number of additional shares of Pubco Common Stock exceeding the Base Pubco Shares, in a maximum amount not to exceed 750,000 shares of Pubco Common Stock, that may be issuable to the RTW Investor pursuant to Section 3(g) of the RTW PIPE Side Letter.

"Fortress Investor" means CFIP2 ALLE LLC, together with its permitted Transferees.

"RTW Investor" means, collectively, RTW Master, RTW Innovation and RTW Venture, together with each of their respective permitted Transferees.

Agreement

1. Terms of Purchase of the Prior Note.

(a) Purchase of Prior Note. Subject to the terms and conditions set forth herein, the Noteholder agrees that if any amounts of principal under the Prior Note remain outstanding following the Determination Time (as defined below), then the Noteholder irrevocably agrees to sell and transfer to each Investor, and each Investor irrevocably agrees, severally and not jointly with any other Investor, to purchase from the Noteholder, its respective Backstop Purchase Amount (as defined below) of the Prior Note on the Backstop Closing Date (as defined below).

(b) Company Notice. As soon as practicable following the CPUH Stockholders Meeting, but in any event within one (1) Business Day after the CPUH Stockholders Meeting, the Company shall deliver an irrevocable written notice (the "Company Notice") to the Noteholder and the Investors setting forth the following (the time of delivery of such Company Notice, the "Determination Time"):

(i) the amount of principal then-outstanding under the Prior Note (the "Balance");

(ii) subject to the limitations set forth in Section 1(c) below, the portion of the Balance of the Prior Note that the Company is requiring each Investor to purchase from the Noteholder in accordance with Section 1(a) above (such portion of the Balance, with respect to each Investor, such Investor's "Backstop Purchase Amount"); provided that in the event the Balance as of the Determination Time equals or exceeds $4,000,000, each Investor's Backstop Purchase Amount shall be equal to its Maximum Purchase Amount;

(iii) the anticipated Backstop Closing Date (as defined below);

(iv) the number of Backstop Shares (as defined below) that will be issued to each Investor as consideration for its purchase obligation hereunder; and

(v) instructions for wiring each Backstop Purchase Amount.

The Company Notice shall constitute the irrevocable binding obligation of each Investor to purchase, and the irrevocable binding obligation of the Noteholder to sell, such Investor's applicable Backstop Purchase Amount of the Balance of the Prior Note, subject to the terms and conditions of this Agreement, at the Backstop Closing (as defined below). On the Backstop Closing Date and simultaneously with the Backstop Closing but prior to the Intermediate Merger Closing, the Noteholder shall sell and transfer to each Investor its respective Backstop Purchase Amount in accordance with Section 1(a) above, and immediately following such transfer, the Company shall (i) cancel the Prior Note and issue a new convertible unsecured promissory note to the Noteholder, which such new note will cover the remaining Balance of the Prior Note that is outstanding after the Backstop Closing, together with all unpaid interest on the Prior Note accrued since the date of issuance thereof, and (ii) issue a new convertible unsecured promissory note (the "New Notes") to each Investor with an issuance date of the Backstop Closing Date and an original principal amount equal to the Backstop Purchase Amount of such Investor, which New Notes shall be in the same form as the Prior Note other than as to the principal amount which shall equal each Investor's Backstop Purchase Amount. The Company shall deliver such New Notes to the Investors at least one (1) Business Day prior to the Backstop Closing Date to be held in escrow until the Backstop Closing Date with such escrow arrangements to be mutually satisfactory to the Company and the Investors. Notwithstanding anything herein to the contrary, in the event the CPUH Stockholders Meeting is adjourned or held and the sole resolution voted on at such CPUH Stockholders Meeting is to adjourn the meeting, then no Company Notice shall be required to be delivered hereunder at such meeting.

(c) Backstop Purchase Limit. Notwithstanding anything to the contrary in this Agreement, no Investor shall be required to fund an amount greater than its Maximum Purchase Amount in connection with the Backstop Closing and the Company shall not request that any Investor pay pursuant to this Agreement an amount greater than its Maximum Purchase Amount. Unless each of the Fortress Investor and the RTW Investor otherwise consent in writing, (i) (x) the aggregate Maximum Purchase Amount for the Fortress Investor shall be the same as the aggregate Maximum Purchase Amount for the RTW Investor and (y) the aggregate Backstop Purchase Amount for the Fortress Investor shall be the same as the aggregate Backstop Purchase Amount for the RTW Investor, and, (ii) in the event of any reduction of any such amount prior to the Backstop Closing Date, such reduction of any such aggregate Maximum Purchase Amount or aggregate Backstop Purchase Amount, as the case may be, shall be ratable as between the Fortress Investor and the RTW Investor.

(d) Backstop Shares. In consideration of each of the Fortress Investor's and the RTW Investor's commitment to purchase its respective Backstop Purchase Amount of the Prior Note, Pubco shall, on the Backstop Closing Date and substantially simultaneously with the Intermediate Merger Closing, issue to each of the Fortress Investor and the RTW Investor a number of shares of Pubco Common Stock (the "Backstop Shares") as follows:

1) In the event that the aggregate Backstop Purchase Amount for each of the Fortress Investor and the RTW Investor is equal to each of their respective aggregate Maximum Purchase Amounts, Pubco shall issue to each of the Fortress Investor and the RTW Investor an aggregate amount of Pubco Common Stock equal to the greater of (i) 700,000 shares of Pubco Common Stock and (ii) the maximum amount of Conditional Additional Pubco Shares issuable, (x) in the case of the Fortress Investor, to the Fortress Investor pursuant to, and in accordance with the calculations set forth in, Section 6.01(t) of the Fortress Credit Agreement, and (y) in the case of the RTW Investor, to the RTW Investor pursuant to Section 3(g) of the RTW PIPE Side Letter; provided that in the event that for any reason the aggregate number of shares issuable to the Fortress Investor pursuant to clause (ii) above is greater than the aggregate number of shares issuable to the RTW Investor pursuant to clause (ii), or vice versa, the Investor that would receive the lesser aggregate number of shares shall instead receive the higher number of aggregate shares so that, pursuant to such clause (ii), each of the Fortress Investor and the RTW Investor shall receive the same aggregate number of shares of Pubco Common Stock.

2) In the event that the aggregate Backstop Purchase Amount for each of the Fortress Investor and the RTW Investor is less than each of their respective aggregate Maximum Purchase Amounts, Pubco shall issue to each of the Fortress Investor and the RTW Investor an aggregate amount of shares of Pubco Common Stock equal to (x) 700,000 multiplied by a fraction having (i) a denominator equal to 2,000,000 and (ii) a numerator equal to the Backstop Purchase Amount for the Fortress Investor or the RTW Investor, as the case may be.

The Backstop Shares issuable to the RTW Investor may be allocated among the individual Investors comprising the RTW Investor based on the amount of the Backstop Purchase Amount of each such individual Investor set forth on Schedule 1 hereof (or as re-allocated among each such individual Investor pursuant to Section 5(c) hereof) divided by the aggregate Backstop Purchase Amount of the RTW Investor.

(e) Delivery of Backstop Shares. Subject to the terms hereof, each Investor's purchase of its Backstop Purchase Amount (the "Backstop Closing") shall occur at the same time on the same date and concurrently with but immediately prior to the Intermediate Merger Closing and the satisfaction of the related conditions thereto as provided in the Business Combination Agreement, as in effect on the date hereof (the date on which the Backstop Closing occurs being referred to as the "Backstop Closing Date"). At least one (1) Business Day prior to the Backstop Closing Date, each Investor shall deliver to the Company its respective purchase price for its Backstop Purchase Amount, if any, by wire transfer of U.S. dollars in immediately available funds to the escrow account specified in the Company Notice to be held in escrow for the Noteholder until the Backstop Closing with such escrow arrangements to be mutually satisfactory to the Company and the Investors. Concurrently with the consummation of the Intermediate Merger Closing on the Backstop Closing Date, (A) the Company shall instruct the escrow agent to deliver, and shall cause the escrow agent to deliver, to the Noteholder by wire transfer of U.S. dollars in immediately available funds to an account specified in writing by the Noteholder to the Company the aggregate of all Backstop Purchase Amounts, (B) upon such payment, immediately following the closing of the Mergers, Pubco shall issue the applicable Backstop Shares issuable to such Investor in book-entry form, free and clear of any liens, registered in the name of such Investor (or its nominee in accordance with its delivery instructions), or to a custodian designated by such Investor, as applicable and (C) any New Notes delivered into escrow pursuant to Section 1(b) above shall be deemed to be satisfied in full and shall be returned to the Company. In the event the consummation of the Mergers (including the Intermediate Merger Closing) does not occur within ten (10) Business Days of the anticipated Backstop Closing Date set forth in the Company Notice (the "Long-Stop Date"), the Company shall direct the escrow agent to promptly (but not later than one (1) Business Day thereafter) return the aggregate Backstop Purchase Amounts to the Investors, as applicable, at which time this Agreement shall terminate pursuant to Section 9 hereof (and be of no further force or effect) and no subsequent Company Notice may be provided. The Investors shall be express third party beneficiaries of the escrow agreement.

(f) Legends. In addition to any notation or legend required under the Investor Rights Agreement, each register and book entry for the aggregate Backstop Shares received by the Investors hereunder shall contain a notation, and each certificate (if any) evidencing the Backstop Shares shall be stamped or otherwise imprinted with a legend, in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT AND LAWS. THE SALE, PLEDGE,

HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN BACKSTOP AGREEMENT BY AND AMONG THE HOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

2. Representations and Warranties of the Investors. Each Investor, severally and not jointly, represents and warrants to the Company and the Noteholder as follows, as of the date hereof and as of the Backstop Closing Date:

(a) Organization and Power. Such Investor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

(b) Authorization. Such Investor has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by such Investor, will constitute the valid and legally binding obligation of such Investor, enforceable against such Investor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Investor Rights Agreement may be limited by applicable federal or state securities laws.

(c) Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of such Investor in connection with the consummation of the transactions contemplated by this Agreement.

(d) Compliance with Other Instruments. The execution, delivery and performance by such Investor of this Agreement and the consummation by such Investor of the transactions contemplated by this Agreement will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound or (v) of any provision of federal or state statute, rule or regulation applicable to such Investor, in each case (other than clause (i)), which would have a material adverse effect on such Investor or its ability to consummate the transactions contemplated by this Agreement.

(e) Purchase Entirely for Own Account. This Agreement is made with such Investor in reliance upon such Investor's representations to the Company and the Noteholder, which by such Investor's execution of this Agreement, such Investor hereby confirms, that the portion of the Prior Note and Backstop Shares to be acquired by such Investor will be acquired for investment for such Investor's own account, not as a nominee or agent, and not with a present view to the resale or distribution of any part thereof in violation of any state or federal securities laws. For purposes of this Agreement, "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or any government or any department or agency thereof.

(f) Disclosure of Information. Such Investor has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering and sale of the Prior Note and Backstop Shares, as well as the terms of the proposed Mergers, with the Company's management.

(g) Restricted Securities. Such Investor understands that the offer and sale of Backstop Shares and issuance of the Backstop Shares to such Investor has not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act"), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein. Such Investor understands that the Backstop Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, such Investor must hold the Backstop Shares indefinitely unless they are registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Such Investor acknowledges that the Company has no obligation to register or qualify the Backstop Shares for resale, except as set forth in the Investor Rights Agreement. Such Investor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Backstop Shares, and requirements relating to the Company which are outside of the Investor's control, and which the Company is under no obligation and may not be able to satisfy.

(h) Accredited Investor. Such Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(i) No General Solicitation. Neither such Investor, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (i) engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the Backstop Shares.

(j) Residence. The principal place of business of such Investor is the office located at the address of such Investor set forth onSchedule I.

(k) Non-Public Information. Such Investor acknowledges its obligations under applicable securities laws with respect to the treatment of non-public information relating to the Company.

(l) Adequacy of Financing. At the time of the Backstop Closing, such Investor will have available to it sufficient funds to satisfy its obligations under this Agreement.

(m) No Other Representations and Warranties. Except for the specific representations and warranties contained in thisSection 2, none of the Investors nor any person acting on behalf of the Investors nor any of the Investors' affiliates (the "Investor Parties") have made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Investors and the offering, sale and purchase of such Investor's Backstop Purchase Amount of the Prior Note and Backstop Shares and the Investor Parties disclaim any such representation or warranty.

3. Representations and Warranties of the Noteholder. The Noteholder represents and warrants to the Investors and the Company as follows:

(a) Organization and Power. The Noteholder is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

(b) Authorization. The Noteholder has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Noteholder, will constitute the valid and legally binding obligation of the Noteholder, enforceable against the Noteholder in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any

federal, state or local governmental authority is required on the part of the Noteholder in connection with the consummation of the transactions contemplated by this Agreement.

(d) Compliance with Other Instruments. The execution, delivery and performance by the Noteholder of this Agreement and the consummation by the Noteholder of the transactions contemplated by this Agreement will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound or (v) of any provision of federal or state statute, rule or regulation applicable to the Noteholder, in each case (other than clause (i)), which would have a material adverse effect on the Noteholder or its ability to consummate the transactions contemplated by this Agreement.

(e) Own Account. The Noteholder is selling the aggregate Backstop Purchase Amounts of the Prior Note for its own account only and not with a view to, or for sale in connection with, a distribution of the Prior Note within the meaning of the Securities Act.

(f) No General Solicitation. Neither the Noteholder, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (i) engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the Prior Note or Backstop Shares.

(g) Sophisticated Seller. The Noteholder (a) is a sophisticated individual familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the portion of the Prior Note being sold by the Noteholder, and (c) has independently and without reliance upon the Company or Investors, and based on such information and the advice of such advisors as the Noteholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Noteholder acknowledges that none of the Company, Pubco, the Investors or their respective affiliates or agents is acting as a fiduciary or financial or investment adviser to the Noteholder, and has not given the Noteholder any investment advice, opinion or other information on whether the sale of the Prior Note is prudent. The Noteholder acknowledges that (i) the Investors or their respective affiliates or agents currently may have, and later may come into possession of, information with respect to the Company or Pubco that is not known to the Noteholder and that may be material to a decision to sell the Prior Note ("Excluded Information"), (ii) it has determined to sell the portion of the Prior Note being sold by the Noteholder notwithstanding his or its lack of knowledge of the Excluded Information and (iii) none of the Company, Pubco, Investors or their respective affiliates or agents shall have any liability to the Noteholder, and the Noteholder waives and releases any claims that it might have against the Company, Pubco, Investors or their respective affiliates or agents whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Excluded Information in connection with the sale of the Prior Note and the transactions contemplated by this Agreement.

(h) Title. The Noteholder represents that it is the sole owner of record of, and has good, valid and marketable title free and clear of all liens to, the Prior Note.

4. Representations and Warranties of the Company and Pubco. The Company and Pubco represent and warrant to the Investors and the Noteholder as follows:

(a) Incorporation and Corporate Power. Each of the Company and Pubco is duly incorporated, validly existing and in good standing as a corporation under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.

(b) Authorization. All corporate action required to be taken by the Company's and Pubco's Board of Directors and stockholders in order to authorize the Company and Pubco to enter into this Agreement and to issue the Backstop Shares at the Backstop Closing has been taken or will be taken prior to the Backstop Closing. All action on the part of the stockholders, directors and officers of the Company and Pubco necessary for the execution and delivery of this Agreement, the performance of all obligations of the Company and Pubco under this Agreement to be performed as of the Backstop Closing, and the issuance and delivery of the Backstop Shares has been taken or will be taken prior to the Backstop Closing. This Agreement, when executed and delivered by the Company and Pubco, shall constitute the valid and legally binding obligation of the Company and Pubco, enforceable against the Company and Pubco in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Investor Rights Agreement may be limited by applicable federal or state securities laws.

(c) Valid Issuance of Securities. The Backstop Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable, as applicable, and free of all preemptive or similar rights, taxes, liens, encumbrances and charges with respect to the issue thereof and restrictions on transfer other than restrictions on transfer specified under this Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Investors. Assuming the accuracy of the representations of the Investors in this Agreement and subject to the filings described in Section 4(d) below, the Backstop Shares will be issued in compliance with all applicable federal and state securities laws.

(d) Governmental Consents and Filings. Assuming the accuracy of the representations and warranties made by the Investors in this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company or Pubco in connection with the consummation of the transactions contemplated by this Agreement, except for applicable requirements of the Securities Act, and applicable state securities laws, if any, and pursuant to the Investor Rights Agreement and Business Combination Agreement.

(e) Compliance with Other Instruments. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any violation or default (i) of any provisions of the Company's or Pubco's certificate of incorporation, or other governing documents of the Company and Pubco, (ii) of any instrument, judgment, order, writ or decree to which the Company or Pubco is a party or by which it is bound, (iii) under any note, indenture or mortgage to which the Company or Pubco is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which the Company or Pubco is a party or by which it is bound or (v) of any provision of federal or state statute, rule or regulation applicable to the Company or Pubco, in each case (other than clause (i)) which would have a material adverse effect on the Company, Pubco or their ability to consummate the transactions contemplated by this Agreement.

(f) No General Solicitation. Neither the Company, Pubco, nor any of their respective officers, directors, employees, agents or stockholders has either directly or indirectly, including, through a broker or finder (i) engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the Backstop Shares.

(g) No Other Representations and Warranties. Except for the specific representations and warranties contained in this Section 4, none of the Company, Pubco, nor any person acting on behalf of the Company or Pubco nor any of their respective affiliates (collectively, "Company Parties") has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Company, Pubco, the offering, sale and purchase of the Backstop Shares, the Prior Note, or the Mergers, and the Company Parties disclaim any such representation or warranty.

5. Registration Rights; Transfer

(a) Registration Rights. The Investors shall have registration rights with respect to the Backstop Shares as set forth in the Investor Rights Agreement.

(b) Transfer. This Agreement and the rights and obligations of each Investor hereunder (for purposes of this clause (b), a "Transferor") (including such Investor's obligation to purchase its Backstop Purchase Amount) may be transferred or assigned, at any time and from time to time, in whole or in part, to one or more Affiliates of such Investor (or other investment funds or accounts managed or advised by the investment manager who acts on behalf of such Investor) (each such transferee, a "Transferee"). Upon any such assignment:

(i) the applicable Transferee shall execute a customary joinder to this Agreement, in a form and substance reasonably satisfactory to the Company (the "Joinder Agreement"), which shall reflect the Maximum Purchase Amount to be purchased by such Transferee (the "Transferee Amount"), and, upon such execution, such Transferee shall have all the same rights and obligations of the Investors hereunder with respect to the Transferee Amount, and references herein to the "Investor" shall be deemed to refer to and include any such Transferee with respect to such Transferee and to its Transferee Amount; provided, that any representations, warranties, covenants and agreements of the Investors and any such Transferee shall be several and not joint and shall be made as to an Investor or any such Transferee, as applicable, as to itself only; and

(ii) upon a Transferee's execution and delivery of a Joinder Agreement, the Maximum Purchase Amount to be purchased by such Transferor hereunder shall be reduced by the total Maximum Purchase Amount to be purchased by the applicable Transferee pursuant to the applicable Joinder Agreement, which reduction shall be evidenced by the Transferor, the Transferee and the Company amending Schedule I to this Agreement to reflect each transfer, and such Transferor shall be fully and unconditionally released from its obligation to purchase such Transferee Amount hereunder. For the avoidance of doubt, this Agreement need not be amended and restated in its entirety, but only Schedule I needs be so amended and updated and executed by each of the Transferor, the Transferee and the Company upon the occurrence of any such transfer of the Transferee Amount, provided, that, in no event shall the total Maximum Purchase Amount of all Investors exceed $4,000,000.

(c) Allocation. Notwithstanding anything in any this Agreement to the contrary, at any time prior to the Backstop Closing, but no fewer than five (5) Business Days prior to the Backstop Closing, RTW Master, RTW Innovation and RTW Venture may, by notice to the Company and Pubco, re-allocate among RTW Master, RTW Innovation and RTW Venture the Maximum Purchase Amounts to be purchased by each of RTW Master, RTW Innovation and RTW Venture; provided, that the aggregate Maximum Purchase Amounts to be purchased by RTW Master, RTW Innovation and RTW Venture remain the same.

6. Additional Agreements, Acknowledgements and Waivers of the Investors.

(a) No Short Sales. Each Investor agrees that, from the date of this Agreement until the closing of the Mergers, such Investor and any Person acting on behalf of such Investor or pursuant to any understanding with such Investor will not engage in any hedging transactions or Short Sales with respect to securities of Acquirer. For purposes of this Section 6(a), "Short Sales" shall include, without limitation, (i) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, (ii) all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage or other similar financing arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and (iii) sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

(b) Note Purchase Agreement. Each Investor acknowledges and agrees that, as of the Backstop Closing, and solely with respect to its Backstop Purchase Amount, such Investor shall be bound by the rights, limitations, obligations, covenants, requirements and restrictions of the Note Purchase Agreement.

7. Conditions to Effectiveness. This Agreement shall become effective upon the date of satisfaction of each of the following conditions precedent (the "Effective Date"):

(a) That certain Termination Letter Agreement, dated as of the date hereof, among the Company, the Noteholder and the other parties named therein (the "Hunter Termination Letter") shall be effective to terminate the Side Letter (as defined in the Hunter Termination Letter) in accordance with the terms of the Hunter Termination Letter and the Prepayment (as defined in the Hunter Termination Letter, the "Prepayment") shall have been paid and applied as provided therein;

(b) That certain Termination Letter Agreement, dated as of the date hereof (the "RTW Termination Letter"), by and among the Company, RTW Master, RTW Innovation and RTW Venture, shall be effective to terminate the Side Letters (as defined in the RTW Termination Letter) in accordance with the terms of the RTW Termination Letter;

(c) That certain Termination Letter Agreement, dated as of the date hereof, between the Company and Jason Gulbinas (the "Gulbinas Termination Letter") shall be effective to terminate the Side Letter (as defined in the Gulbinas Termination Letter) in accordance with the terms of the Gulbinas Termination Letter;

(d) Acquiror, Pubco, Merger Sub II, the Company, RTW Master, RTW Innovation and RTW Venture shall have, contemporaneous with the entry of this Agreement, entered into that certain amended and restated letter agreement, dated as of the date hereof, pursuant to which, among other things, the parties thereto agree to amend the RTW PIPE Side Letter;

(e) Shantanu K. Gaur and Neha Gaur, in their capacities as Trustees of The Shantanu K. Gaur Revocable Trust of 2021 (the "Allurion Contributor"), and Pubco shall have, contemporaneous with the entry of this Agreement, entered into that certain Contribution Agreement, dated as of the date hereof, pursuant to which the Allurion Contributor shall agree to contribute Pubco Common Stock to Pubco, immediately following the consummation of the Intermediate Merger, in connection with the Hunter Termination Letter and the Prepayment;

(f) The Sponsor (the "Sponsor Contributor") and Pubco shall have, contemporaneous with the entry of this Agreement, entered into that certain Contribution Agreement, dated as of the date hereof, pursuant to which the Sponsor Contributor shall agree to contribute Pubco Common Stock to Pubco, immediately following the consummation of the Intermediate Merger, in connection with the Hunter Termination Letter and the Prepayment;

(g) Krishna Gupta ("Gupta") shall have, contemporaneous with the entry of this Agreement, entered into that certain letter agreement, dated as of the date hereof, pursuant to which Gupta shall agree to forfeit restrictive stock units in connection with the Hunter Termination Letter and the Prepayment; and

(h) The Investors, the Noteholder, Pubco and the Company shall have each indicated their consent to this Agreement by the execution of their respective signature pages hereto.

8. **Backstop Closing Conditions**.

(a) The obligation of each Investor to purchase its Backstop Purchase Amount at the Backstop Closing under this Agreement shall be subject to the occurrence of the Effective Date and the fulfillment, at or prior to the Backstop Closing, of each of the following conditions, any of which, to the extent permitted by applicable laws, may be waived only by unanimous consent of all Investors:

(i) The Mergers shall be consummated (including, without limitation, the initial funding of the Fortress Financing pursuant to the terms of the Fortress Credit Agreement) substantially concurrently with the purchase of such Investor's Backstop Purchase Amount and the issuance of the Backstop Shares;

(ii) The representations and warranties of the Noteholder set forth in Section 3 and the Company and Pubco set forth in Section 4 shall have been true and correct in all material respects as of the date hereof and shall be true and correct as of the Backstop Closing Date, as applicable, with the same effect as though such representations and warranties had been made on and as of such date (other than any such representation or warranty that is made by its terms as of a specified date, which shall be true and correct as of such specified date), except where the failure to be so true and correct would not have a material adverse effect on the Company, Pubco, the Noteholder or their respective ability to consummate the transactions contemplated by this Agreement;

(iii) The Company, Pubco and the Noteholder shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company, Pubco and the Noteholder at or prior to the Backstop Closing; and

(iv) No order or law issued by any court of competent jurisdiction or other governmental entity or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

(b) The obligation of the Company to issue the New Notes and Pubco to issue the Backstop Shares at the Backstop Closing under this Agreement shall be subject to the fulfillment, at or prior to the Backstop Closing of each of the following conditions, any of which, to the extent permitted by applicable laws, may be waived by the Company or Pubco, as applicable:

(i) The Mergers shall be consummated (including, without limitation, the initial funding of the Fortress Financing pursuant to the terms of the Fortress Credit Agreement) substantially concurrently with the purchase of the aggregate Backstop Purchase Amounts and the issuance of the Backstop Shares;

(ii) The representations and warranties of the Investors set forth in Section 2 and the Noteholder set forth in Section 3 shall have been true and correct in all material respects as of the date hereof and shall be true and correct as of the Backstop Closing Date, as applicable, with the same effect as though such representations and warranties had been made on and as of such date (other than any such representation or warranty that is made by its terms as of a specified date, which shall be true and correct as of such specified date), except where the failure to be so true and correct would not have a material adverse effect on the Investors, the Noteholder or their respective ability to consummate the transactions contemplated by this Agreement;

(iii) Each Investor and the Noteholder shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Investor or Noteholder at or prior to the Backstop Closing; and

(iv) No order or law issued by any court of competent jurisdiction or other governmental entity or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

(c) The obligation of the Noteholder to sell the aggregate Backstop Purchase Amount of the Prior Note at the Backstop Closing under this Agreement shall be subject to the fulfillment, at or prior to the Backstop Closing of each of the following conditions, any of which, to the extent permitted by applicable laws, may be waived by the Noteholder:

(i) The Mergers shall be consummated substantially concurrently with the purchase of the aggregate Backstop Purchase Amounts and the issuance of the Backstop Shares;

(ii) The representations and warranties of the Investors set forth in Section 2 and the Company and Pubco set forth in Section 4 shall have been true and correct in all material respects as of the date hereof and shall be true and correct as of the Backstop Closing Date, as applicable, with the same effect as though such representations and warranties had been made on and as of such date (other than any such representation or warranty that is made by its terms as of a specified date, which shall be true and correct as of such specified date), except where the failure to be so true and correct would not have a material adverse effect on the Company, Pubco, the Investors or their respective ability to consummate the transactions contemplated by this Agreement;

(iii) The Company, Pubco and the Investors shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company, Pubco and the Investors at or prior to the Backstop Closing; and

(iv) No order or law issued by any court of competent jurisdiction or other governmental entity or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

9. Termination. This Agreement may be terminated at any time prior to the Backstop Closing:

(a) by mutual written consent of the Company, the Noteholder and the Investors;

(b) automatically, upon the termination of the Business Combination Agreement, as provided under the terms therein; or

(c) automatically and without need of notice to any Person or other action if the Backstop Closing has not occurred on or before 5:00 p.m. EST on the Long-Stop Date; provided that, any term or provision hereof or any other document or agreement to the contrary notwithstanding, the Company's obligation to cause the return of the escrowed purchase price for an Investor's Backstop Purchase Amount to such Investor pursuant to Section 1(e), and any other provisions related thereto (including, without limitation, Sections 9 and 10), shall continue in full force and effect until satisfied in full.

In the event of any termination of this Agreement pursuant to this Section 9, the aggregate Backstop Purchase Amount (and interest thereon, if any), if previously paid, and all Investors' funds paid in connection herewith shall be promptly returned to the Investors in accordance with written instructions provided by the Investors to the Company, and thereafter this Agreement shall forthwith become null and void and have no effect, without any liability on the part of the Investors, the Company, Pubco and their respective directors, officers, employees, partners, managers, members, or stockholders and all rights and obligations of each party shall cease; provided, however, that

nothing contained in this Section 9 shall relieve any such party from liabilities or damages arising out of any fraud or willful breach by such party of any of its representations, warranties, covenants or agreements contained in this Agreement.

10. General Provisions.

(a) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (iii) five (5) Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications sent to the Company or Pubco shall be sent to: 11 Huron Drive, Natick, MA 01760, Attention: Chief Executive Officer, sgaur@allurion.com. All communications to (i) the Noteholder shall be sent to the address set forth on the Noteholder's signature page hereto and (ii) an Investor shall be sent to such Investor's address as set forth on Schedule I, or to such e-mail address or address as subsequently modified by written notice given in accordance with thisSection 10(a).

(b) No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each party agrees to indemnify and to hold harmless the other parties from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and its of defending against such liability or asserted liability) for which such party or any of their respective officers, employees or representatives is responsible.

(c) Survival of Representations and Warranties. All of the representations and warranties contained herein shall survive the Backstop Closing.

(d) Entire Agreement. This Agreement, together with any documents, instruments and writings that are delivered pursuant hereto or referenced herein, constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

(e) Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties hereto and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Assignments. Except as otherwise specifically provided herein, no party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

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

(h) Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

(i) Governing Law. This Agreement, the entire relationship of the parties hereto, and any dispute between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Delaware, without giving effect to its choice of laws principles.

(j) Jurisdiction. The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in state courts of Delaware or the United States District Court for the District of Delaware, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(k) WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION PURSUANT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

(l) Amendments. This Agreement may not be amended, modified or waived as to any particular provision except with the prior written consent of the Company, the Noteholder and each of the Investors.

(m) Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided, that if any provision of this Agreement, as applied to any party hereto or to any circumstance, is adjudged by a governmental authority, arbitrator, or mediator not to be enforceable in accordance with its terms, the parties hereto agree that the governmental authority, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

(n) Expenses. The Company shall be responsible for the fees of its transfer agent; stamp taxes and all of The Depository Trust Company's fees associated with the issuance of the Backstop Shares. The Company shall be responsible for any expenses of the Investors incurred in connection with the enforcement of their rights hereunder.

(o) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "*include*," "*includes*," and "*including*" will be deemed to be followed by "*without limitation*." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "*this Agreement*," "*herein*," "*hereof*," "*hereby*," "*hereunder*," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant.

(p) Waiver. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent occurrence.

(q) Specific Performance. Each of the Investors and the Noteholder agree that irreparable damage may occur in the event any provision of this Agreement was not performed by the Investors and Noteholder in accordance with the terms hereof and that the Company and Pubco shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

COMPANY:

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

PUBCO:

ALLURION TECHNOLOGIES HOLDINGS, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

[Signature Page to Backstop Agreement]

CFIP2 ALLE LLC

By: /s/ Paul Lyons
Name: Paul Lyons
Title: CFO

[Signature Page to Backstop Agreement]

RTW MASTER FUND, LTD.

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Director

RTW INNOVATION MASTER FUND, LTD.

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Director

RTW VENTURE FUND LIMITED

By: RTW Investments, LP,
its Investment Manager

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Managing Partner

[Signature Page to Backstop Agreement]

HUNTER VENTURES LIMITED

By: /s/ Remy Liekenjie

Name: Remy Liekenjie
Title: Director
Address: 32/F, New World Tower
18 Queen's Road Central
Hong Kong

[Signature Page to Backstop Agreement]

Exhibit 10.6

Execution Version

Compute Health Acquisition Corp.
1100 North Market Street, 4th Floor
Wilmington, DE 19890

May 2, 2023

Compute Health LLC
1100 North Market Street, 4th Floor
Wilmington, DE 19890
Attention: Chief Executive Officer

Allurion Technologies, Inc.
11 Huron Drive
Natick, MA 01760
Attention: Chief Executive Officer

RTW Master Fund, Ltd.
RTW Innovation Master Fund, Ltd.
RTW Venture Fund Limited
c/o RTW Investments, LP
40 10th Avenue, Floor 7
New York, NY 10014
Attention: Legal and Operations
Email: legalops@rtwfunds.com

Re: Subscription Agreements

Ladies and Gentlemen:

This letter agreement (this "Agreement") is being entered into by and among Compute Health Acquisition Corp., a Delaware corporation (the "Company"), Allurion Technologies Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of ATI (as defined below) (" Pubco"), Compute Health LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company ("Merger Sub II"), Allurion Technologies, Inc., a Delaware corporation ("ATI"), RTW Master Fund, Ltd., an Exempted Company incorporated in the Cayman Islands with limited liability ("RTW Master"), RTW Innovation Master Fund, Ltd., an Exempted Company incorporated in the Cayman Islands with limited liability ("RTW Innovation"), and RTW Venture Fund Limited, an investment company limited by shares incorporated under the laws of Guernsey ("RTW Venture ", and collectively with RTW Master and RTW Innovation, the "Subscribers", and, each, a "Subscriber"). In consideration for (i) the investment by RTW Master in Pubco pursuant to that certain Subscription Agreement, dated as of February 9, 2023 (the "RTW Master Subscription Agreement "), by and among the Company, Pubco and RTW Master, (ii) the investment by RTW Innovation in Pubco pursuant to that certain Subscription Agreement, dated as of February 9, 2023 (the " RTW Innovation Subscription Agreement"), by and among the Company, Pubco and RTW Innovation, (iii) the investment by RTW Venture in Pubco pursuant to that certain Subscription Agreement, dated as February 9, 2023 (the "RTW Venture Subscription Agreement ", and collectively with the RTW Master Subscription Agreement and RTW Innovation Subscription Agreement, the "Subscription Agreements", and, each, a "Subscription Agreement"), by and among the Company, Pubco and RTW Venture, and (iv) the financing (the "Royalty Financing") provided by the Subscribers to Allurion (as defined below) pursuant to that certain Revenue Interest Financing Agreement, dated as of February 9, 2023 (the "Royalty Financing Agreement"), by and among Allurion and the Subscribers, the parties hereto entered into that certain letter agreement, dated as of February 9, 2023 (the "Original Agreement"), by and among the Company, Pubco, Merger Sub II, ATI, RTW Master, RTW Innovation, and RTW Venture. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the RTW Master Subscription Agreement.

Reference is hereby made to (A) that certain Business Combination Agreement, dated as of February 9, 2023 (as amended as of the date hereof, the "Business Combination Agreement"), by and among the Company, Pubco, ATI , Merger Sub II, Compute Health Corp., a Delaware corporation ("Merger Sub I"), pursuant to which, among other things, in the manner, and on the terms and subject to the conditions and exclusions set forth therein, (i) the Company will merge with and into Pubco (the "CPUH Merger"), with Pubco surviving as the surviving company in the CPUH Merger and, after giving effect to such merger, becoming the sole owner of each Merger Sub, (ii) Merger Sub I will merge with and into ATI (the "Intermediate Merger"), with ATI surviving as the surviving company in the Intermediate Merger (ATI, in its capacity as the surviving company of the Intermediate Merger, the "Intermediate Surviving Corporation") and, after giving effect to such merger, becoming a wholly-owned subsidiary of Pubco and (iii) the Intermediate Surviving Corporation will merge with and into Merger Sub II (the "Final Merger" and, collectively with the CPUH Merger and the Intermediary Merger, the "Mergers"), with Merger Sub II surviving as the surviving company in the Final Merger; and (B) that certain Backstop Agreement, dated as of the date hereof (the "Backstop Agreement"), by and among the Company, Pubco, Hunter Ventures Limited ("Hunter") and the persons set forth on Schedule I thereto (including the Subscribers).

For purposes of this Agreement, "Allurion" means, at and prior to the Final Merger, ATI or, after the Final Merger, Merger Sub II.

In consideration of the entry into the Backstop Agreement, the parties hereto desire to amend and restate the Original Agreement in its entirety.

Accordingly, the Original Agreement is hereby amended and restated in its entirety by this Agreement, and the Company, solely in connection with Sections 1, 4, 5, 6, 7, 12, 14, 15, 16 and 18 of this Agreement, Pubco, Merger Sub II, solely in connection with Sections 2, 3(i), 5, 8, 9, 14, 15, 16 and 18 of this Agreement, ATI and the Subscribers agree as follows:

1. Most Favored Nations.

(a) No Other Subscriber shall have entered on or prior to the date hereof, or shall enter on or prior to the CPUH Merger, into any Other Subscription Agreement, side letter or similar agreement or comparable arrangement or understanding (written or oral) with the Company that has the effect of establishing rights or otherwise benefiting such Other Subscriber with respect to its rights and obligations as a direct or indirect investor in the Company or as a subscriber of any Other Subscribed Shares in a manner more favorable or advantageous to such Other Subscriber than the rights and obligations established in favor of the Subscribers by the Subscription Agreements (other than terms particular to the regulatory requirements of such investor or its affiliates or related funds that are mutual funds or are otherwise subject to regulations related to the timing of funding and the issuance of the related Shares). The arrangement for Omar Ishrak to serve as Lead INED (as defined below) and co-chair of the board of directors of Pubco following closing of the Business Combination (the "Closing") shall not be deemed to provide more favorable or advantageous rights or obligations to Omar Ishrak, in his capacity as an Other Subscriber, than those provided to the Subscribers.

2. Conversion.

(a) If, at any time in the period commencing twelve (12) months following Closing and ending twenty-four (24) months following Closing (the "Conversion Period"):

(i) the volume-weighted average price ("VWAP") per share of the Common Stock of Pubco (the "Common Stock" and such price, the "Post-Combination Share Price") is less than $7.04, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock (the "Effective PIPE Share Price"), for the average of twenty (20) trading days (the last of such twenty (20) trading days, the "Drop Measurement Date") within any 30-trading day period (such event, a "Stock Price Drop"); and

(ii) the (A) absolute value of the percentage decrease of such Stock Price Drop measured from a reference price of $10.00 per share of the Common Stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock (the "Reference Share Price"), is greater than the (B) absolute value of the percentage decrease (if any) in the VWAP of iShares US Medical Devices ETF (NYSEARCA: IHI) (the "Index") over the same time period from the Closing to the end of the Drop Measurement Date corresponding to such Stock Price Drop (for the avoidance of doubt, if, over the same time period from the Closing to the end of the Drop Measurement Date corresponding to such Stock Price Drop, the change in the VWAP of the Index is zero or the VWAP of the Index increases, then the value of the percentage decrease of the Index under clause (B) is zero);

then the Subscribers may, during the continuance of the Stock Price Drop and for a period of 90 days thereafter, elect to convert (an "Investment Conversion") up to 50% (the "Convertible Percentage") of the Purchase Price into an amount (the "Conversion Amount") (valuing the forfeited Subscribed Shares at the Reference Share Price) of financing provided by the Subscribers to Allurion pursuant to a revenue interest financing agreement substantially in the form attached hereto as Annex A (the "Additional Revenue Interest Financing Agreement"), resulting in the forfeiture of a number of Subscribed Shares (any fraction of a share shall be rounded down to the nearest whole share) equal to the product of the Convertible Percentage that the Subscribers elected to have converted in such Investment Conversion and the Subscribed Shares. Notwithstanding anything in this Agreement to the contrary, (i) in no event shall the Conversion Amount exceed $7,500,000 and (ii) the Subscribers shall only be entitled to elect an Investment Conversion with respect to Subscribed Shares then held by the Subscribers or any Permitted Transferee(s) (as defined below) at the time of delivery of the written election in accordance with Section 2(d) below (valuing the forfeited Subscribed Shares at the Reference Share Price).

(b) For the avoidance of doubt, the VWAP measurement period commencing at the first anniversary of the Closing shall look at the Post-Combination Share Price commencing 30 trading days prior to the first anniversary of the Closing, such that a twelve (12)-month window for Investment Conversions results.

(c) For purposes of illustration only, if at 13 months following the Closing, (i) the average of the VWAPs of the Post-Combination Share Price over twenty (20) trading days is below $7.04 per share (e.g., has declined by 29.6% or more from the Reference Share Price of $10.00/share), and (ii) the Index has declined by less than 29.6% since the Closing, then the Subscribers may convert up to 50% of the Purchase Price, or up to $7.5 million worth of Subscribed Shares valued at $10.00 per share (or up to 750,000 Subscribed Shares), into financing provided by the Subscribers to Allurion under an Additional Revenue Interest Financing Agreement. If, for example, the Subscribers converted 26.67% of the Purchase Price, or $4 million worth of Subscribed Shares valued at $10.00 per share, then (x) the Subscribers would forfeit 400,000 Subscribed Shares and (y) the Subscribers and Allurion will enter into an Additional Revenue Interest Financing Agreement reflecting a financing of $4 million provided by the Subscribers to Allurion.

(d) In order to effectuate an Investment Conversion of Subscribed Shares pursuant toSection 2(a) above, the Subscribers shall (i) submit a written election to Pubco that the Subscribers elect an Investment Conversion and such written election shall state the Convertible Percentage, the number of Subscribed Shares elected to be forfeited in connection with such Investment Conversion and the Conversion Amount and (ii) surrender, along with such written election, to Pubco the certificate or certificates representing the Subscribed Shares being forfeited (if such Subscribed Shares are certificated), duly assigned or endorsed for transfer to Pubco (or accompanied by duly executed stock powers relating thereto) or, in the event the certificate or certificates are lost, stolen, or missing, accompanied by an affidavit of loss executed by such Subscriber. The Investment Conversion shall be deemed effective as of the date of surrender of such certificate or certificates representing such Subscribed Shares or delivery of such affidavit of loss.

(e) Upon the receipt by Pubco of a written election and the surrender of such certificate(s), if any, and accompanying materials, Pubco shall as promptly as practicable (but in any event within five (5) Business Days thereafter (i) cause Allurion to execute and deliver an Additional Revenue Interest Financing Agreement, pursuant to which the Subscribers shall provide a financing amount equal to the Conversion Amount to Allurion, and, if applicable, (ii) deliver to each Subscriber a certificate in the name of such Subscriber (or its nominee or custodian in accordance with in the written election) for the number of shares of Subscribed Shares (including any fractional share) represented by the certificate or certificates delivered to Pubco for Investment Conversion but otherwise not elected to be converted pursuant to the written election or deliver such balance of Subscribed Shares in book entry form in the name of each Subscriber and a copy of the records of Pubco's transfer agent showing such Subscriber as the registered holder of such balance of Subscribed Shares. All shares of capital stock issued hereunder by Pubco shall be duly and validly issued, fully paid, and nonassessable, free and clear of all taxes, liens, charges, and encumbrances with respect to the issuance thereof.

(f) Upon the terms and subject to the conditions of this Agreement, each of Pubco, Allurion and the Subscribers shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable law to consummate the transactions contemplated by this Section 2 at the earliest practicable date, including causing any amendments to the certificate of incorporation of Pubco or to the bylaws of Pubco to be effected.

(g) Pubco, Allurion and the Subscribers intend to treat the Investment Conversion, and the execution of the Additional Revenue Interest Financing Agreement, as described pursuant to Section 2(a) above as (i) a transaction governed by Section 302 of the Code and (ii) a transaction separate from the Royalty Financing Agreement. Pubco, Allurion and the Subscribers agree not to take and to not cause or permit their Affiliates (as defined in the Royalty Financing Agreement, "Affiliates") to take, any position that is inconsistent with this Section 2(g) on any tax return or for any other tax purpose unless otherwise required by applicable law.

(h) Pubco shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with the Subscribers in order to complete the preparation and finalization of Schedule 6.21, which Schedule 6.21 shall be consistent with the Methodology (each, as defined in, and in accordance with the procedures

set forth in Section 6.21 of, the Additional Revenue Interest Financing Agreement).

3. Share Adjustments.

(a) In addition to the Subscribed Shares issuable to the Subscribers pursuant to the Subscription Agreements as set forth on the signature page of each Subscription Agreement, at the Closing (as defined in the Subscription Agreements), following the CPUH Merger and immediately prior to or substantially concurrent with the consummation of the Intermediate Merger, Pubco shall issue to the Subscribers an aggregate amount of 250,000 shares of Common Stock (the "Additional Shares") for the consideration set forth in the Subscription Agreements, which Additional Shares shall be allocated among the Subscribers in the same proportion as the Subscribed Shares to be purchased by each Subscriber under the Subscription Agreements, subject to adjustment in accordance with Section 12 of this Agreement.

(b) As soon as practicable following the CPUH Stockholders Meeting (as defined in the Business Combination Agreement, the "CPUH Stockholders Meeting"), but in any event within one Business Day (as defined in the Business Combination Agreement) after the CPUH Stockholders Meeting, the Company shall deliver a written notice (the "Adjustment Notice") to the Subscribers setting forth:

(i) the amount of Available Closing Cash and Net Closing Cash (as such terms are defined in the Business Combination Agreement), giving effect to the CPUH Stockholder Redemption (as defined in the Business Combination Agreement); and

(ii) the amount of Adjustment Shares and the Adjustment Percentage (as such terms are defined below).

(c) For purposes of this Agreement, the following terms shall have the meaning set forth below:

(i) "Adjustment Percentage" means (x) $100,000,000, minus Net Closing Cash (as defined in the Business Combination Agreement), divided by (y) $30,000,000, provided, that if Net Closing Cash equals or exceeds $100,000,000, then the Adjustment Percentage shall be deemed to be zero.

(ii) "Adjustment Shares" means a number of shares of Common Stock equal to (I) the difference of (x) 750,000minus (y) the Subscribers' aggregate Backstop Shares (as defined in the Backstop Agreement) issuable to the Subscribers or their Transferees (as defined in the Backstop Agreement) at the Backstop Closing (as defined in the Backstop Agreement) (such Backstop Shares, the "Subscriber Backstop Shares"), multiplied by (II) the Adjustment Percentage, rounded down to the nearest whole share, provided, that, in no event shall the Adjustment Shares exceed 750,000 shares of Common Stock;provided, further that, if the Backstop Percentage (as defined in the Business Combination Agreement) equals one hundred percent (100%), then the Adjustment Shares means a number of shares of Common Stock equal to the greater of (A) the Backstop Shares or (B) 750,000 multiplied by the Adjustment Percentage, in which case, the shares of Common Stock shall be issued pursuant to Section 1(d)(1) of the Backstop Agreement and no additional Adjustment Shares shall be issuable hereunder.

(d) Subject to the terms and conditions hereof, following the delivery of the Adjustment Notice by the Company to the Subscribers hereunder, at the Closing, following the CPUH Merger and immediately prior to or substantially concurrent with the consummation of the Intermediate Merger, Pubco shall issue to the Subscribers the Adjustment Shares, for the consideration set forth in the Subscription Agreements, which Adjustment Shares shall be allocated among the Subscribers in the same proportion as the Subscribed Shares to be purchased by each Subscriber under the Subscription Agreements, subject to adjustment in accordance with Section 12 of this Agreement.

(e) Pubco and Allurion hereby acknowledge and agree that the sum of (i) the Aggregate Intermediate Merger Closing Merger Consideration (as defined in the Business Combination Agreement), plus (ii) the Additional Shares, plus (iii) the Adjustment Shares, plus (iv) the Backstop Shares issuable to all Investors (as defined in the Backstop Agreement) pursuant to the Backstop Agreement, plus (v) the number of shares of Common Stock to be issued to Fortress (as defined in the Business Combination Agreement, "Fortress") under the Fortress Credit Agreement, as modified by the Fortress Letter Agreement (each, as defined in the Business Combination Agreement), shall not exceed 38,312,000 shares of Common Stock (subject to adjustment for stock splits, stock dividends, recapitalizations and the like).

(f) At the Closing, all of the representations and warranties of Pubco and the Subscribers set forth in Sections 3 and 4 of the Subscription Agreements, as applicable, shall be true and correct with respect to the purchase and sale of the Additional Shares and Adjustment Shares, if any, given as if such shares were Subscribed Shares thereunder (without giving effect to any limitation as to "materiality" or any similar limitation set forth therein) in all respects as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality, Pubco Material Adverse Effect or Subscriber Material Adverse Effect, as applicable, which representations and warranties shall be true and correct in all respects) as of such earlier date), and consummation of the Closing shall constitute a reaffirmation by Pubco and each Subscriber, as applicable, of each of the representations, warranties and agreements of such party contained in the Subscription Agreements as of the Closing Date, but without giving effect to consummation of the Transactions (as defined in the Subscription Agreement), or as of such earlier date, as applicable, and Sections 3 and 4 of the Subscription Agreements are hereby incorporated by reference herein, mutatis mutandis.

(g) Pubco shall deliver to the Subscribers (i) on the Closing Date, the Additional Shares and Adjustment Shares, if any, in book entry form, free and clear of any liens or other restrictions (other than those arising under this Agreement, the Subscription Agreements or applicable securities laws), in the name of each Subscriber (or its nominee or custodian in accordance with its delivery instructions), and (ii) as promptly as practicable after the Closing, evidence from Pubco's transfer agent of the issuance to each Subscriber of the Additional Shares and Adjustment Shares, if any, on and as of the Closing Date.

(h) The Subscribers shall have registration rights with respect to the Additional Shares and Adjustment Shares, if any, as provided in Section 5 of the Subscription Agreements, and Section 5 of the Subscription Agreements are hereby incorporated by reference herein, mutatis mutandis.

(i) The parties (i) intend that any Adjustment Shares issued pursuant to this Agreement and any Subscriber Backstop Shares issued pursuant to the Backstop Agreement shall, in each case, be treated as an adjustment to the Purchase Price for all tax purposes and (ii) agree not to take and to not cause or permit their affiliates to take, any position that is inconsistent with this Section 3(i) on any tax return or for any other tax purpose unless otherwise required by applicable law.

4. Sponsor Warrants; Sponsor Shares.

(a) The Company, Pubco and Allurion have entered into that certain Sponsor Support Agreement, dated as of February 9, 2023 (the "Sponsor Support Agreement"), by and among Compute Health Sponsor LLC, a Delaware limited liability company (the "Sponsor"), the Company, Allurion, Pubco, Hani Barhoush, Michael Harsh and Gwendolyn A. Watanabe, pursuant to which, among other things, the Sponsor agreed to recapitalize all of its shares of Class B Common Stock (as defined in the Sponsor Support Agreement, "Pre-Closing Class B Common Stock") and CPUH Warrants (as defined in the Sponsor Support Agreement, the "CPUH Warrants") into CPUH Class A Common Stock.

(b) Prior to or contemporaneous with the Closing, the Company and Allurion shall cause the transactions contemplated by the Sponsor Support Agreement (including the recapitalization of all Pre-Closing Class B Common Stock and CPUH Warrants held by Sponsor into CPUH Class A Common Stock) to have been completed which will result in the Sponsor holding 2,088,327 shares of CPUH Class A Common Stock immediately following the Founder Share Conversion (as defined in the Sponsor Support Agreement).

5. Sanctions Concerns; Anti-Corruption Laws; PATRIOT Act.

(a) Neither the Company nor any of its Subsidiaries (as defined in the Royalty Financing Agreement, 'Subsidiary"), nor, to the Knowledge (as defined in the Royalty Financing Agreement, "Knowledge") of the Company, any director, officer, employee, agent, Subsidiary of the Company or representative thereof, is an individual or entity that is, or is owned or controlled by, any individual or entity that is (i) currently the subject or target of any Sanctions (as defined in the Royalty Financing Agreement, "Sanctions"), (ii) included on OFAC's List of Specially Designated Nationals, His Majesty's Treasury's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction (as defined in the Royalty Financing Agreement, "Designated Jurisdiction").

(b) Neither the Company nor, to the Knowledge of the Company, any of the Company's directors, officers, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act (the "FCPA")), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Company or any of its Subsidiaries in obtaining or retaining business for or with, or directing business to, any person. Neither the Company nor, to the Knowledge of the Company, any of its directors, officers, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any Law (as defined in the Royalty Financing Agreement, "Law"), rule or regulation. The Company further represents that it has maintained, and has caused each of its Subsidiaries to maintain, systems of internal controls (including accounting systems, purchasing systems and billing systems) to ensure compliance with all Anti-Corruption Laws (as defined in the Royalty Financing Agreement, "Anti-Corruption Laws"). The Company and its Subsidiaries have conducted their business in compliance with all Anti-Corruption Laws, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

(c) To the extent applicable, the Company and each of its Subsidiaries is in compliance, with the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time.

6. Internal Controls; Independent Registered Public Accounting Firm. The Company maintains accurate books and records reflecting its assets and liabilities and maintains proper and adequate internal control over financial reporting that provide assurance that (i) transactions are executed with management's authorization, (ii) transactions are recorded as necessary to permit preparation of the financial statements of the Company and to maintain accountability for the Company's consolidated assets, (iii) access to assets of the Company is permitted only in accordance with management's authorization, (iv) the reporting of assets of the Company is compared with existing assets at regular intervals and (v) accounts, notes and other receivables and inventory were recorded accurately, and proper and adequate procedures are implemented to effect the collection thereof on a current and timely basis. Since September 30, 2022 (the "Most Recent Balance Sheet Date"), (1) the Company has not been advised of or become aware of (A) any significant deficiencies or material weaknesses in the design or operation of the internal control over financial reporting of the Company and its subsidiaries which could adversely affect the Company's ability to record, process, summarize, and report financial data; or (B) any fraud, whether or not material, that involves management or other employees who have a role in the internal control over financial reporting of the Company or its subsidiaries; and (2) there have been no significant changes in the internal control over financial reporting of the Company or its subsidiaries or in other factors that could significantly affect such internal control over financial reporting, including any corrective actions with regard to significant deficiencies or material weaknesses. Since Most Recent Balance Sheet Date, there have been no disagreements between the Company and the Company's independent registered public accounting firm, on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures.

7. Absence of Certain Changes. During the period beginning on the Most Recent Balance Sheet Date and ending on the date hereof, the Company has conducted its business only in the ordinary course of business and, since such date, there has not been any change, event, circumstance, development or effect that, individually or in the aggregate, has had, or is reasonably expected to have, a Company Material Adverse Effect.

8. Furnished Information.

(a) Allurion agrees to furnish to the Subscribers all information in its possession that is reasonably requested by the Subscribers relating to Allurion or the transactions contemplated by the Subscription Agreements and this Agreement, provided that Allurion shall not be obligated to provide information that Allurion reasonably determines in good faith (i) to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to Allurion); or (ii) the disclosure of which would adversely affect the attorney-client privilege between Allurion and its counsel.

(b) Notwithstanding anything in Section 4(j) of the Subscription Agreements to the contrary, in no event shall Section 4(j) of the Subscription Agreements circumvent Allurion's disclosure obligations pursuant to, or the representations and warranties made under, the Royalty Financing Agreement.

9. Closing Conditions. In addition to the conditions set forth in Section 2(g) of each Subscription Agreement, the obligation of such Subscriber to consummate the Closing shall be subject to the satisfaction or valid waiver in writing by such Subscriber of the additional conditions that:

(a) on the Closing Date, all conditions precedent to the closing of the transactions contemplated by the Royalty Financing Agreement set forth in the Royalty Financing Agreement shall have been satisfied (as determined by such Subscriber) or waived in writing by such Subscriber (other than those conditions which, by their nature, are to be satisfied at the closing of the transactions contemplated by the Royalty Financing Agreement pursuant to the Royalty Financing Agreement, but subject to the satisfaction or waiver of such conditions at such closing), and

(b) contemporaneous with such Subscriber purchasing the Subscribed Shares, the closing of the transactions contemplated by the Royalty Financing Agreement shall have been completed (including that Allurion shall have received financing from RTW) in accordance with the terms and conditions set forth in the Royalty Financing Agreement.

10. Board Governance.

(a) The Subscribers shall have the right to designate one director (the "Designated Director") to the Board of Directors of Pubco ("Board"), which Designated Director shall initially be Nick Lewin, until the later of (x) such time as all Obligations (as defined in the Royalty Financing Agreement) under the Royalty Financing Agreement have been paid by Allurion or (y) such time as all Obligations (as defined in any Additional Revenue Interest Financing Agreement) under such Additional Revenue Interest Financing Agreement have been paid by Allurion. Pubco shall cause the Designated Director to be nominated as a Company Independent Nominee (as defined in that certain Investor Rights and Lock-Up Agreement to be entered into at the Closings (as defined in the Business Combination Agreement) by and among Pubco and the parties listed on Schedule I thereto (the "IRA"), the final form of which is attached as Exhibit A to the Business Combination Agreement) unless the Designated Director is otherwise nominated as an Independent Director (as defined in the IRA, "Independent Director"), as a Gaur Independent Nominee (as defined in the IRA, "Gaur Independent Nominee"), or as a Remus Independent Nominee (as defined in the IRA, "Remus Independent Nominee"). The Designated Director shall have the right to be a member of any and all committees of the Board. Upon the removal, resignation or death of the initial Designated Director, the Subscribers shall have the right to designate a replacement director until the later of (x) such time as all Obligations (as defined in the Royalty Financing Agreement) under the Royalty Financing Agreement have been paid by Allurion or (y) such time as all Obligations (as defined in any Additional Revenue Interest Financing Agreement) under such Additional Revenue Interest Financing Agreement have been paid by Allurion.

(b) Pubco agrees that if the Designated Director does not provide confidential information of Pubco and its Subsidiaries to the Subscribers and their Affiliates and such Designated Director is not an Affiliate of any of the Subscribers, the Subscribers shall not be subject to Pubco's insider trading policy during term of such Designated Director's Board service. Pubco hereby agrees that, the Designated Director may only provide confidential information of Pubco to the Subscribers and their Affiliates subject to, and solely in accordance with the terms of, a confidentiality agreement in the form attached hereto as Annex B. Further, if (x) the Designated Director provides confidential information of Pubco to the Subscribers and their Affiliates or (y) Designated Director is an Affiliate of any of the Subscribers, the Subscribers shall, and shall cause their Affiliates to, purchase and sell securities of Pubco only in compliance with Pubco's insider trading policy, a copy of which will have been provided to the Subscribers prior to the Closings (as defined in the Business Combination Agreement), with such changes (or such successor policies) as are applicable to all other directors of Pubco (or its successor).

11. Independent Director.

(a) Pubco agrees to cause to be nominated a lead Independent Director (the "Lead INED") of the Board, who shall serve at all times as chair or co-chair of the Board, and who initially shall be Omar Ishrak. Pubco shall cause the Lead INED to be nominated as the Sponsor Nominee (as defined in the IRA).

(b) Pubco agrees, from time to time and at all times on or prior to the second (2^{nd}) anniversary of the Closings (as defined in the Business Combination Agreement), to cause Omar Ishrak to be the Lead INED; provided, that, at the time when such annual or special meeting of stockholders at which an election of directors is held or at the time when such written consent of the stockholders to elect one or more directors is entered into, Omar Ishrak (i) has not refused and continues to refuse to stand for re-election, (ii) is not unable to discharge the duties of the Lead INED due to death or incapacity or (iii) is not ineligible to serve as the Lead INED.

12. Allocation. Notwithstanding anything in any Subscription Agreement to the contrary, at any time prior to the Closing, but no fewer than five (5) Business Days prior to the Closing, the Subscribers may, by notice to the Company and Pubco, re-allocate among the Subscribers the amount of Subscribed Shares to be purchased by each Subscriber; provided, that (i) the aggregate amount of Subscribed Shares to be purchased and subscribed by the Subscribers remain the same and (ii) any Subscriber receiving additional Subscribed Shares or fewer Subscribed Shares shall execute an addendum to its Subscription Agreement formalizing the change in Subscribed Shares allocated to such Subscriber.

13. No Lock-up. For the avoidance of doubt, all Subscribed Shares purchased by the Subscribers are purchased in a PIPE Financing (as defined in the IRA) and, as such, none of the Subscribed Shares shall be subject to any Transfer (as defined in the IRA) restrictions set forth in Section 6.1 of the IRA.

14. Conflicts. It is agreed that in the event of any conflict between the provisions of this Agreement and any Subscription Agreement, the provisions of this Agreement shall prevail and be given effect. It is agreed that in the event of any conflict between (a) the provisions of this Agreement (other than Section 15 (Miscellaneous)) and the Royalty Financing Agreement, such provisions of this Agreement shall prevail and be given effect, or (b) Section 15 (Miscellaneous) of this Agreement and (i) the Royalty Financing Agreement or (ii) any Additional Revenue Interest Financing Agreement, the provisions of the Royalty Financing Agreement or such Additional Revenue Interest Financing Agreement, as applicable, shall prevail and be given effect. It is agreed that in the event of any conflict between the provisions of this Agreement and the Backstop Agreement, the provisions of this Agreement shall prevail and be given effect.

15. Miscellaneous. Sections 8(a), (e), (h), (j), (l), (m), (n), (o), (p) and (q) of the RTW Master Subscription Agreement are incorporated by reference herein*mutatis mutandis*.

16. Assignment. Notwithstanding anything to the contrary herein, any Subscriber may assign all or a portion of its rights and obligations under this Agreement and the Subscription Agreement applicable to such Subscriber to (i) one or more of its Affiliates (including other investment funds or accounts managed or advised by the investment manager who acts on behalf of such Subscriber) upon written notice to the Company, Pubco and Allurion or, with the prior written consent of the Company, Pubco and Allurion, to another person or (ii) one or more investment funds or accounts managed or advised by RTW Investments, LP or by the investment manager that manages or advises such Subscriber; provided, that, (a) such transferee agrees in a written instrument delivered to the Company, Pubco and Allurion to be bound by and subject to the terms of this Agreement (any such transferees, "Permitted Transferees") and (b) if such Permitted Transferee is allocated Subscribed Shares pursuant to Section 11 of this Agreement, then such Permitted Transferee shall execute and deliver a subscription agreement to the Company and Pubco, in the form of the Subscription Agreements, in respect of such Subscribed Shares.

17. "Most Favored Nations" Provision. Notwithstanding anything to the contrary in the Backstop Agreement or any other document or agreement related thereto or any transaction related thereto, Allurion agrees that, unless offered to the Subscribers in accordance with this Section 17, no Investor (as defined in the Backstop Agreement), purchaser of convertible unsecured promissory notes issued pursuant to the Note Purchase Agreement (as defined in the Backstop Agreement), other than Hunter, or any other person, or any of their respective affiliates, successors or assigns (collectively, "Subject Persons", and each, a "Subject Person"), shall directly or indirectly, in one transaction or a series of transactions, receive any consideration, fee, discount or other incentive (however characterized and whether in the form of cash, securities or other assets) in connection with the Backstop Agreement, any related document or agreement or any transaction related thereto (any such consideration, fee, discount or other incentive, "Additional Consideration") which is in excess of the analogous and proportional consideration, fee, discount or other incentive paid to any Subscriber in connection with the

Backstop Agreement and the transactions contemplated thereby and Allurion agrees that it will not take any action, nor will it permit any action to be taken or event to occur, that would result in any of the relative rights of any Subscriber being treated disproportionately adverse as compared to the relative rights of any Subject Person. If any Additional Consideration is offered or paid to any Subject Person, Allurion shall promptly notify the Subscribers and offer Additional Consideration to each Subscriber on the same or more favorable terms and conditions as the Additional Consideration offered to any such Subject Person.

18. Tax Withholding. None of Pubco, Allurion, the Company or any other applicable withholding agent shall be entitled to deduct or withhold (or cause to be deducted or withheld) taxes from any amounts payable to the Subscribers pursuant to this Agreement, the Backstop Agreement or the Subscription Agreements; provided, that if Pubco would otherwise be required to establish a reserve on its financial statements for contingent taxes or with respect to uncertain tax positions, in either case, under United States generally accepted accounting principles and solely as a result of the failure to make any such deduction or withholding with respect to the issuance of Backstop Shares (as such term is defined in the Backstop Agreement) pursuant to the Backstop Agreement (as determined by Deloitte & Touche LLP or such other nationally recognized accounting firm mutually acceptable to Pubco and the Subscribers), then if Pubco (a) provides the Subscribers with written notice of its intention to deduct and withhold as promptly as reasonably practicable and (b) uses reasonable best efforts to cooperate with the Subscribers to reduce or eliminate such deduction and withholding, Pubco or such other applicable withholding agent shall be permitted to deduct or withhold taxes to the extent required by applicable law. To the extent that any amounts are so deducted and withheld and paid to the applicable Governmental Authority, such deducted and withheld amounts shall be treated for all purposes of this Agreement, the Backstop Agreement and the Subscription Agreements as having been paid to the Subscriber in respect of which such deduction and withholding was made.

[*Remainder of page intentionally left blank.*]

If the above correctly reflects our understanding and agreement with respect to the foregoing matters, please so confirm by signing and returning a copy of this Agreement.

Sincerely,

COMPUTE HEALTH ACQUISITION CORP.

By: /s/ Jean Nehme
Name: Jean Nehmé
Title: Co-Chief Executive Officer

COMPUTE HEALTH LLC

By: /s/ Joshua Fink
Name: Joshua Fink
Title: Secretary and Treasurer

Acknowledged and agreed to by:

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

ALLURION TECHNOLOGIES HOLDINGS, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

Acknowledged and agreed to by:

RTW MASTER FUND, LTD.

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Director

RTW INNOVATION MASTER FUND, LTD.

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Director

RTW VENTURE FUND LIMITED

By: RTW Investments, LP,
its Investment Manager

By: /s/ Roderick Wong
Name: Roderick Wong, M.D.
Title: Managing Partner

Exhibit 10.7

Execution Version

May 2, 2023

Allurion Technologies, Inc.
11 Huron Drive
Natick, MA 01760

Ladies and Gentlemen:

Reference is made to that certain (a) Backstop Agreement, dated as of the date hereof (the "Backstop Agreement"), by and among the investors party thereto (the "Investors"), including CFIP2 ALLE LLC ("Fortress", and together with its permitted Transferees (as defined in the Backstop Agreement), the "Fortress Investors"), Hunter Ventures Limited (the "Noteholder"), Allurion Technologies Holdings, Inc., a Delaware corporation and direct, wholly-owned subsidiary of the Company (as defined below) ("Pubco"), and Allurion Technologies, Inc., a Delaware corporation (the "Company") and (b) Bridging Agreement, dated as of February 9, 2023 (the "Bridging Agreement"), by and among the Company, as borrower and Fortress Credit Corp., as a lender (in such capacity, a "Lender"), and as administrative agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used but not otherwise defined in this letter agreement (this "Agreement") shall have the respective meanings ascribed to such terms in the Backstop Agreement.

Whereas, as inducement to the Investors to enter into the Backstop Agreement and perform their obligations thereunder, Pubco agreed, among other things, to issue the Backstop Shares on the terms and conditions set forth therein;

Whereas, pursuant to Section 6.01(t) of the Fortress Credit Agreement (as defined in the Business Combination Agreement), as a condition precedent to the initial funding under the Fortress Credit Agreement, the applicable Lenders shall be issued 250,000 shares of Pubco's common stock (the "Base Credit Agreement Shares"), plus up to an additional 750,000 shares of Pubco's common stock (the "Additional Credit Agreement Shares", and together with the Base Credit Agreement Shares, the "Credit Agreement Shares"); and

Whereas, the amount of Additional Credit Agreement Shares to be issued to the Lenders, if any, shall be determined by Pubco and the Lenders by reference to Net Closing Cash, as defined in the Business Combination Agreement (as in effect on the date hereof).

In consideration of the foregoing and for other good and valuable consideration, the undersigned parties hereby agree as follows:

1. Additional Credit Agreement Shares. Notwithstanding anything to the contrary in the Bridging Agreement or the Fortress Credit Agreement, including any exhibits or schedules thereto, in the event that Backstop Shares are issued to the Fortress Investors pursuant to Section 1(d) of the Backstop Agreement:

(a) the maximum number of Additional Credit Agreement Shares that may be issued to the Fortress Investors pursuant to Section 6.01(t) of the Fortress Credit Agreement shall be reduced by the number of such Backstop Shares so issued to the Fortress Investors pursuant to Section 1(d)(2) of the Backstop Agreement (such reduced number of Additional Credit Agreement Shares being herein referred to as the "Reduced Additional Credit Agreement Share Amount");

(b) on the Closing Date (as defined in the Fortress Credit Agreement), and otherwise pursuant to the terms and conditions of the Fortress Credit Agreement, Pubco shall issue to the applicable Lenders a number of Additional Credit Agreement Shares equal to the Reduced Additional Credit Agreement Share Amount multiplied by the Net Closing Cash Percentage (as defined in the Business Combination Agreement); and

(c) (i) in the event Backstop Shares are issued to the Fortress Investors pursuant to Section 1(d)(1) of the Backstop Agreement, no Additional Credit Agreement Shares shall be issuable to the Fortress Investor pursuant to Section 6.01(t) of the Fortress Credit Agreement, and (ii) in the event Backstop Shares are issued to the Fortress Investor pursuant to Section 1(d)(2) of the Backstop Agreement, then the maximum number of Additional Credit Agreement Shares issuable to the Fortress Investor pursuant to Section 6.01(t) of the Fortress Credit Agreement shall not exceed the Reduced Additional Credit Agreement Share Amount as computed pursuant to Section 1(a) above.

2. Delivery of Shares. Notwithstanding anything to the contrary in the Backstop Agreement, the Bridging Agreement, the Fortress Credit Agreement or any other document or agreement, any Backstop Shares issuable to any Fortress Investor in accordance with the provisions of the Backstop Agreement, together with any Additional Credit Agreement Shares issuable to the Lenders as described herein, shall be issued at the same time on the same date and concurrently with the consummation of the Final Merger Closing, in each case as a condition precedent to the initial funding under the Fortress Credit Agreement (as provided in Section 6.01(t) thereof).

3. "Most Favored Nations" Provision. Notwithstanding anything to the contrary in the Backstop Agreement or any other document or agreement related thereto or any transaction related thereto, the Company agrees that, unless offered to the Fortress Investors in accordance with this Section 3, no Investor, Purchaser (as defined in the Note Purchase Agreement), other than the Noteholder, or any other Person, or any of their respective affiliates, successors or assigns (collectively, "Subject Persons", and each, a "Subject Person"), shall directly or indirectly, in one transaction or a series of transactions, receive any consideration, fee, discount or other incentive (however characterized and whether in the form of cash, securities or other assets) in connection with the Backstop Agreement, any related document or agreement or any transaction related thereto (any such consideration, fee, discount or other incentive, "Additional Consideration") which is in excess of the analogous and proportional consideration, fee, discount or other incentive paid to any Fortress Investor in connection with the Backstop Agreement and the transactions contemplated thereby and the Company agrees that it will not take any action, nor will it permit any action to be taken or event to occur, that would result in any of the relative rights of any Fortress Investor being treated disproportionately adverse as compared to the relative rights of any Subject Person. If any Additional Consideration is offered or paid to any Subject Person, the Company shall promptly notify Fortress and offer Additional Consideration to each Fortress Investor on the same or more favorable terms and conditions as the Additional Consideration offered to any such Subject Person.

4. Interim Financing. Fortress Agent and Fortress Lender hereby waive the condition precedent set forth in Section 1.01(b) of the Bridging Agreement, requiring on or prior to the earlier of April 30, 2023 and the business day occurring immediately prior to the Closing Date (as defined in the Bridging Agreement), the consummation of one or more private (i) sales of the Company's Equity Interests (as defined in the Bridging Agreement) or (ii) incurrences of Indebtedness (as defined in the Bridging Agreement) for borrowed money resulting in aggregate net proceeds to the Company of at least $15,000,000.

5. Tax Matters.

(a) None of Pubco, the Company or any other applicable withholding agent shall be entitled to deduct or withhold (or cause to be deducted or withheld) taxes from any amounts payable to the Fortress Investors or the Lenders pursuant to this Agreement, the Backstop Agreement or the Fortress Credit Agreement; provided, that if Pubco would otherwise be required to establish a reserve on its financial statements for contingent taxes or with respect to uncertain tax positions, in either case, under United States generally accepted accounting principles and solely as a result of the failure to make any such deduction or withholding with respect to the issuance of Backstop Shares pursuant to the Backstop Agreement (as determined by Deloitte & Touche LLP or such other nationally recognized accounting firm mutually acceptable to Pubco and Fortress), then if Pubco (a) provides Fortress with written notice of its intention to deduct and withhold as promptly as reasonably practicable and (b) uses reasonable best efforts to cooperate with Fortress to reduce or eliminate such deduction and withholding, Pubco or such other applicable withholding agent shall be permitted to deduct or withhold taxes to the extent required by applicable law. To the extent that any amounts are so deducted and withheld and paid to the applicable Governmental Authority, such deducted and withheld amounts shall be treated for all purposes of this Agreement, the Backstop Agreement and the Fortress Credit Agreement as having been paid to the Fortress Investors or the Lenders, as applicable, in respect of which such deduction and withholding was made.

(b) The parties hereto (i) intend that any Additional Credit Agreement Shares issued pursuant to the Fortress Credit Agreement and any Backstop Shares issued pursuant to the Backstop Agreement shall, in each case, be treated as a non-reportable payment for all tax purposes and (ii) agree not to take and to not cause or permit their affiliates to take, any position that is inconsistent with this Section 5(b) on any tax return or for any other tax purpose unless otherwise required by applicable law.

6. Binding Nature. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns permitted by the Backstop Agreement; provided that the Company may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Fortress.

7. Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties hereto and supersedes and preempts any prior and/or contemporaneous understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

8. Severability. If any provision hereof is found by a court to be invalid or unenforceable, to the fullest extent permitted by any applicable law the parties agree that such invalidity or unenforceability shall not impair the validity or enforceability of any other provision hereof.

9. Counterparts. This Agreement may be executed in two (2) or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 and 5-1402 of the New York General Obligations Law shall apply.

[Signature pages to follow]

If the foregoing correctly sets forth our understanding of the subject matter hereof, please so indicate by executing this Agreement in the space provided below.

Very truly yours,

ALLURION TECHNOLOGIES, INC

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

[*Signature Page to Fortress Side Letter*]

Agreed and Accepted:

CFIP2 ALLE LLC

By /s/ Paul Lyons
Name: Paul Lyons
Title: CFO

AGENT:

FORTRESS CREDIT CORP.

By /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: CFO

LENDER:

FORTRESS CREDIT CORP.

By /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: CFO

[*Signature Page to Fortress Side Letter*]

Exhibit 10.8

Execution Version

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of May 2, 2023, is entered into by and between Shantanu K. Gaur and Neha Gaur, Trustees of THE SHANTANU K. GAUR REVOCABLE TRUST OF 2021 (the "Contributor"), and Allurion Technologies Holdings, Inc. (the "Company").

WHEREAS, on February 9, 2023, Compute Health Acquisition Corp., a Delaware corporation ("Acquiror"), Compute Health Corp., a Delaware corporation and a direct, wholly-owned subsidiary of Acquiror ("Merger Sub I"), Compute Health LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Acquiror ("Merger Sub II"), the Company and Allurion Technologies, Inc., a Delaware corporation and the parent of the Company ("Allurion"), entered into that certain Business Combination Agreement, as amended by that certain Amendment No. 1 to the Business Combination Agreement, dated as of May 2, 2023 and entered into simultaneously with the execution of this Agreement, by and among the Acquiror, Merger Sub I, Merger Sub II, the Company and Allurion (as may be amended or modified from time to time, the "Business Combination Agreement"), pursuant to which, among other transactions, as part of the same overall transaction, (a) Acquiror is to merge with and into the Company (the "CPUH Merger"), with the Company surviving as the publicly-listed company and sole owner of each Merger Sub, (b) thereafter, Merger Sub I is to merge with and into Allurion, with Allurion surviving as a wholly-owned subsidiary of the Company (the "Intermediate Merger") and (c) thereafter, Allurion is to merge with and into Merger Sub II, with Merger Sub II surviving as a wholly-owned subsidiary of the Company (collectively with the CPUH Merger and the Intermediate Merger, the "Mergers"), in each case on the terms and conditions set forth therein;

WHEREAS, the Contributor holds 1,106,670 shares of common stock, par value $0.0001 per share, of Allurion as of the date hereof (the "Allurion Shares" and any shares of such common stock, "Allurion Common Stock");

WHEREAS, upon the consummation of the Intermediate Merger, pursuant to the Business Combination Agreement, each then-outstanding Allurion Share will automatically be cancelled and extinguished and will be converted into the right to receive a number of shares of common stock, par value $0.0001 per share, of the Company (the "Company Common Stock"), equal to the Intermediate Merger Exchange Ratio (as defined in the Business Combination Agreement); and

WHEREAS, the Contributor desires to contribute, assign, transfer, convey and deliver the Contributed Shares (as defined below) to the Company as a contribution to the capital of the Company, and the Company desires to accept such contribution to capital.

NOW, THEREFORE, in consideration of the aforesaid contribution and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, the parties do hereby covenant and agree each with the other as follows:

1. Definitions. The followings terms shall have the meanings set forth below:

"Additional Shares" means a number of shares of Company Common Stock equal to (1) (x) the Share Target minus (y) the number of shares of Company Common Stock issued to the Holder upon the consummation of the CPUH deSPAC Transaction in exchange for shares of Allurion Common Stock issued upon conversion of the Convertible Note pursuant to the terms thereof (and based on the Balance thereunder as of immediately prior to the consummation of the CPUH deSPAC Transaction) *multiplied* by (2) 0.33, rounded down to the nearest whole number of shares.

"Contributed Shares" means a number of shares of Company Common Stock equal to (x) 50,000 plus (y) the Additional Shares.

"Balance" means the outstanding principal amount, plus accrued interest, under the Convertible Note.

"Convertible Note" means that certain Convertible Unsecured Promissory Note, dated as of February 15, 2023, issued by Allurion to the Holder in the original aggregate principal amount of $13,000,000 pursuant to that certain Convertible Note Purchase Agreement, dated as of February 15, 2023, by and among Allurion, the Holder and the other investors listed in Exhibit A thereto.

"CPUH deSPAC Transaction" means the Mergers contemplated by the Business Combination Agreement.

"Holder" means Hunter Ventures Limited.

"Share Target" means a number of shares of Company Common Stock equal to (x) the Balance immediately prior to the consummation of the CPUH deSPAC Transaction (after giving effect to any prepayments thereof (including any prepayment penalties incurred in connection therewith) prior to such time) divided by (y) $5.00.

2. Contribution. The Contributor hereby agrees to, subject to the terms and conditions herein, contribute, assign, transfer, convey and deliver to the Company, and the Company hereby agrees to, subject to the terms and conditions herein, accept, as a contribution to its capital, the Contributed Shares, in each case, on the Closing Date (the "Contribution"). The Contribution shall occur contingent upon the closing of the CPUH deSPAC Transaction, and effective immediately following the consummation of the CPUH deSPAC Transaction and the issuance of Company Common Stock to the Contributor pursuant to the terms of the Business Combination Agreement (the "Closing Date"). The parties hereto intend that the contribution of the Contributed Shares to the Company will be treated as a tax-free recapitalization under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended.

3. Representations and Warranties. The Contributor represents and warrants that, as of the date hereof and as of the Closing Date: (a) it is the legal and beneficial owner of the Allurion Shares and will be the legal and beneficial owner of the Contributed Shares when issued to the Contributor in connection with CPUH deSPAC Transaction, and has good and valid title to the Allurion Shares and will have good and valid title to the Contributed Shares when issued to the Contributor in connection with the CPUH deSPAC Transaction, in each case, free and clear of any and all liens or encumbrances (other than those arising under the Investor Rights Agreement (as defined in the Business Combination Agreement), applicable securities laws or agreements or rights that will be terminated or waived prior to or contemporaneous with the closing of the CPUH deSPAC Transaction); (b) it has all necessary power and authority and has taken all necessary action to authorize, deliver and enter into this Agreement and to perform all the obligations to be performed by it hereunder; (c) this Agreement has been duly executed and delivered by it; and (d) this Agreement constitutes the legal, valid, and binding obligation of the Contributor enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights of creditors generally and by equitable principles.

4. Further Assurances. The parties hereto agree to execute and deliver such other instruments and agreements and to take such actions as may reasonably be necessary

to effect the transactions contemplated under this Agreement.

5. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

7. Termination. This Agreement shall terminate automatically, upon the valid termination of the Business Combination Agreement, as provided under the terms therein.

8. Amendments. This Agreement may only be amended by a written instrument signed by all of the parties hereto.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the law of Delaware without regard to its conflicts of law doctrines.

10. Counterparts. This Agreement may be executed, including execution by electronic or pdf transmission, in more than one counterpart with the same effect as if the parties executing the several counterparts had all executed one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement effective as of the day and year first set forth above.

COMPANY:

ALLURION TECHNOLOGIES HOLDINGS, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

[Signature Page to Gaur Contribution Agreement]

Shantanu K. Gaur and Neha Gaur, Trustees of THE SHANTANU K. GAUR REVOCABLE TRUST OF 2021

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Trustee

[Signature Page to Gaur Contribution Agreement]

Exhibit 10.9

Execution Version

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of May 2, 2023, is entered into by and between Compute Health Sponsor LLC, a Delaware limited liability company (the "Contributor"), and Compute Health Acquisition Corp., a Delaware corporation (the "Company").

WHEREAS, on February 9, 2023, the Company, Compute Health Corp., a Delaware corporation and a direct, wholly-owned subsidiary of the Company ("Merger Sub I"), Compute Health LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of the Company ("Merger Sub II"), Allurion Technologies Holdings, Inc., a Delaware corporation ("Pubco"), and Allurion Technologies, Inc., a Delaware corporation and the parent of Pubco ("Allurion"), entered into that certain Business Combination Agreement, as amended by that certain Amendment No. 1 to the Business Combination Agreement, dated as of May 2, 2023 and entered into simultaneously with the execution of this Agreement, by and among the Company, Merger Sub I, Merger Sub II, Pubco and Allurion (as may be further amended or modified from time to time, the "Business Combination Agreement"), pursuant to which, among other transactions, as part of the same overall transaction, (a) the Company is to merge with and into Pubco (the "CPUH Merger"), with Pubco surviving as the publicly-listed company and sole owner of Merger Sub I and Merger Sub II, (b) thereafter, Merger Sub I is to merge with and into Allurion, with Allurion surviving as a wholly-owned subsidiary of Pubco (the "Intermediate Merger") and (c) thereafter, Allurion is to merge with and into Merger Sub II, with Merger Sub II surviving as a wholly-owned subsidiary of Pubco (collectively with the CPUH Merger and the Intermediate Merger, the "Mergers"), in each case on the terms and conditions set forth therein;

WHEREAS, on February 9, 2023, the Contributor entered into that certain Sponsor Support Agreement (the "Sponsor Support Agreement") with the Company, the independent directors of the Company (as holders of Class B Common Stock (as defined below)), Pubco and Allurion;

WHEREAS, as of the date hereof, the Contributor holds 21,442,500 shares of Class B common stock, par value $0.0001, of the Company (the "Class B Common Stock" and such shares, the "Sponsor Class B Shares") and 12,833,333 warrants to purchase shares of Class A common stock, $0.0001 par value, of the Company (the "Class A Common Stock"), purchased in a private placement contemporaneously with the initial public offering of the Company (the "Sponsor Private Warrants");

WHEREAS, the Sponsor Support Agreement provides that, among other things, the Contributor will, immediately prior to the consummation of the CPUH Merger, recapitalize all of the Sponsor Class B Shares and Sponsor Private Warrants into 2,088,327 shares of Class A Common Stock (the "Sponsor Recapitalization");

WHEREAS, in connection with the CPUH Merger, subject to the terms and conditions of the Business Combination Agreement, each share of Class A Common Stock issued and outstanding as of immediately prior to the CPUH Merger (after giving effect to the CPUH Stockholder Redemption (as defined in the Business Combination Agreement)) will be cancelled and converted into the right to receive 1.420455 shares of common stock, par value $0.0001 per share, of Pubco (the "Pubco Common Stock"); and

WHEREAS, the Contributor desires to contribute, assign, transfer, convey and deliver the Contributed Shares (as defined below) to the Company as a contribution to the capital of the Company, and the Company desires to accept such contribution to capital.

NOW, THEREFORE, in consideration of the aforesaid contribution and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, the parties do hereby covenant and agree each with the other as follows:

1. Definitions. The followings terms shall have the meanings set forth below:

"Additional Shares" means a number of shares of Pubco Common Stock equal to (1) (x) the Share Target minus (y) the number of shares of Pubco Common Stock issued to the Holder upon the consummation of the CPUH deSPAC Transaction in exchange for shares of Allurion Common Stock issued upon conversion of the Convertible Note pursuant to the terms thereof (and based on the Balance thereunder as of immediately prior to the consummation of the CPUH deSPAC Transaction) *multiplied* by (2) 0.33, rounded down to the nearest whole number of shares.

"Contributed Shares" means a number of shares of Class A Common Stock equal to the sum of (1) (x) 200,000 plus (y) the Additional Shares divided by (2) 1.420455.

"Balance" means the outstanding principal amount, plus accrued interest, under the Convertible Note.

"Convertible Note" means that certain Convertible Unsecured Promissory Note, dated as of February 15, 2023, issued by Allurion to the Holder in the original aggregate principal amount of $13,000,000 pursuant to that certain Convertible Note Purchase Agreement, dated as of February 15, 2023, by and among Allurion, the Holder and the other investors listed in Exhibit A thereto.

"CPUH deSPAC Transaction" means the Mergers contemplated by the Business Combination Agreement.

"Holder" means Hunter Ventures Limited.

"Share Target" means a number of shares of Pubco Common Stock equal to (x) the Balance immediately prior to the consummation of the CPUH deSPAC Transaction (after giving effect to any prepayments thereof (including any prepayment penalties incurred in connection therewith) prior to such time) divided by (y) $5.00.

2. Contribution. The Contributor hereby agrees to, subject to the terms and conditions herein, contribute, assign, transfer, convey and deliver to the Company, and the Company hereby agrees to, subject to the terms and conditions herein, accept, as a contribution to its capital, the Contributed Shares, in each case, on the Closing Date (as defined below) (the "Contribution"). The Contribution shall occur contingent upon the closing of the CPUH deSPAC Transaction, and effective immediately following the Sponsor Recapitalization and immediately prior to the CPUH Merger (as defined in the Business Combination Agreement) (the "Closing Date"). The parties hereto intend that the contribution of the Contributed Shares to the Company will be treated, together with the contribution of Sponsor's Class B Shares and Sponsor Private Warrants to the Company and receipt of shares of Class A Common Stock in the Sponsor Recapitalization, as a tax-free recapitalization under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended.

3. Representations and Warranties. The Contributor represents and warrants that, as of the date hereof and as of the Closing Date: (a) it is the legal and beneficial owner of the Sponsor Class B Shares and Sponsor Private Warrants and will be the legal and beneficial owner of the Contributed Shares when issued to the Contributor in

connection with the Sponsor Recapitalization, and has good and valid title to the Sponsor Class B Shares and Sponsor Private Warrants and will have good and valid title to the Contributed Shares when issued to the Contributor in connection with the Sponsor Recapitalization, in each case, free and clear of any and all liens or encumbrances (other than those arising under the Investor Rights Agreement (as defined in the Business Combination Agreement), applicable securities laws or agreements or rights that will be terminated or waived prior to or contemporaneous with the closing of the CPUH deSPAC Transaction); (b) it has all necessary power and authority and has taken all necessary action to authorize, deliver and enter into this Agreement and to perform all the obligations to be performed by it hereunder; (c) this Agreement has been duly executed and delivered by it; and (d) this Agreement constitutes the legal, valid, and binding obligation of the Contributor enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights of creditors generally and by equitable principles.

4. Further Assurances. The parties hereto agree to execute and deliver such other instruments and agreements and to take such actions as may reasonably be necessary to effect the transactions contemplated under this Agreement.

5. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

7. Termination. This Agreement shall terminate automatically, upon the valid termination of the Business Combination Agreement, as provided under the terms therein.

8. Amendments. This Agreement may only be amended by a written instrument signed by all of the parties hereto.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the law of Delaware without regard to its conflicts of law doctrines.

10. Counterparts. This Agreement may be executed, including execution by electronic or pdf transmission, in more than one counterpart with the same effect as if the parties executing the several counterparts had all executed one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement effective as of the day and year first set forth above.

COMPANY:

COMPUTE HEALTH ACQUISITION CORP.

By: /s/ Jean Nehmé
Name: Jean Nehmé
Title: Co-Chief Executive Officer

[Signature Page to Sponsor Contribution Agreement]

COMPUTE HEALTH SPONSOR LLC

By: /s/ Jean Nehmé
Name: Jean Nehmé
Title: Co-Chief Executive Officer

[Signature Page to Sponsor Contribution Agreement]

Exhibit 10.10

Execution Version

May 2, 2023

CONFIDENTIAL

Re: RSU Partial Forfeiture and Amendment Agreement

Dear Krishna:

Reference is hereby made to that certain Business Combination Agreement, dated as of February 9, 2023, by and among Compute Health Acquisition Corp. ("CPUH"), Allurion Technologies, Inc. (the "Company"), and certain other specified parties therein (the "BCA"), pursuant to which the Company will combine with CPUH in a business combination transaction (the "Business Combination"). In consideration of your continuing role with the Company, you hereby agree with the Company to amend the terms of the Restricted Stock Unit award granted to you on December 20, 2022 (the "RSU Award") under the Company's Amended and Restated 2020 Stock Option and Grant Plan (the "Plan"), as set forth in that certain Restricted Stock Unit Award Agreement (the "Award Agreement"), to reduce the number of Restricted Stock Units subject to such RSU Award. Capitalized terms which are used but not defined herein shall have the meanings set forth in the Award Agreement or the Plan.

1. Definitions. The followings terms shall have the meanings set forth below:

"Additional Shares" means a number of shares of Pubco Common Stock equal to (x) the Share Target minus (y) the number of shares of Pubco Common Stock issued to the Holder upon the consummation of the CPUH deSPAC Transaction in exchange for shares of Company Common Stock issued upon conversion of the Convertible Note pursuant to the terms thereof (and based on the Balance thereunder as of immediately prior to the consummation of the CPUH deSPAC Transaction) *multiplied* by (2) 0.33.

"Backstop Shares" means a number of shares of Pubco Common Stock equal to 50,000 plus the Additional Shares.

"Balance" means the outstanding principal amount, plus accrued interest, under the Convertible Note.

"Company Common Stock" means shares of common stock, par value $0.0001 per share, of the Company.

"Convertible Note" means that certain Convertible Unsecured Promissory Note, dated as of February 15, 2023, issued by the Company to the Holder in the original aggregate principal amount of $13,000,000 pursuant to that certain Convertible Note Purchase Agreement, dated as of February 15, 2023, by and among the Company, the Holder and the other investors listed in Exhibit A thereto.

"CPUH deSPAC Transaction" means the Mergers as defined in the Business Combination Agreement.

"Forfeited RSUs" means a number of Restricted Stock Units equal to the Backstop Shares. For the avoidance of doubt, the number of Forfeited RSUs shall be determined immediately following the consummation of the CPUH deSPAC Transaction after giving effect to the exchange of such Restricted Stock Units pursuant to the Business Combination Agreement based on the Intermediate Merger Exchange Ratio.

"Holder" means Hunter Ventures Limited.

"Intermediate Merger Exchange Ratio" has the meaning ascribed to such term in the Business Combination Agreement.

"Pubco" has the meaning ascribed to such term in the Business Combination Agreement.

"Pubco Common Stock" means shares of common stock, par value $0.0001 per share, of Pubco.

"Share Target" means a number of shares of Pubco Common Stock equal to (x) the Balance immediately prior to the consummation of the CPUH deSPAC Transaction (after giving effect to any prepayments thereof (including any prepayment penalties incurred in connection therewith) prior to such time) divided by (y) $5.00.

2. Amended Number of RSUs. You and the Company agree that your Award Agreement is hereby amended to, subject to the terms and conditions herein, reduce the number of Restricted Stock Units subject to the RSU Award from 1,446,938 Restricted Stock Units (the "Original RSUs") to the number of Original RSUs immediately following the consummation of the CPUH deSPAC Transaction after giving effect to the exchange of such Restricted Stock Units pursuant to the Business Combination Agreement based on the Intermediate Merger Exchange Ratio *less* the Forfeited RSUs (the "Amended RSUs").

You and the Company hereby agree that the Forfeited RSUs shall be terminated and cancelled without consideration therefor, effective as of immediately following the consummation of the Business Combination. For the avoidance of doubt, the Forfeited RSUs shall be applied to each vesting tranche of the RSU Award on a pro rata basis.

3. No Other Changes. Except for the amendment to reduce the number of Restricted Stock Units subject to the RSU Award from the Original RSUs to the Amended RSUs, you and the Company agree that the RSU Award and Award Agreement shall remain subject to all of the same terms and conditions.

5 Taxes. You acknowledge and agree that the reduction in the number of Restricted Stock Units subject to the RSU Award from the Original RSUs to the Amended RSUs may have adverse tax consequences to you, such as taxation of the Forfeited RSUs, and that you shall be solely liable for any such taxes.

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

The parties hereby agree to the terms set forth above as of the date first set forth above.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

ALLURION TECHNOLOGIES, INC.

By: /s/ Shantanu Gaur
Name: Shantanu Gaur
Title: Chief Executive Officer

GRANTEE:

/s/ Krishna Gupta
Krishna Gupta

[Signature Page to RSU Partial Forfeiture and Amendment Agreement]

Exhibit 10.11

Exhibit A

INVESTOR RIGHTS AND LOCK-UP AGREEMENT

THIS INVESTOR RIGHTS AND LOCK-UP AGREEMENT (this "**Agreement**") is entered into as of [●], 2023, by and among Allurion Technologies, Inc. (f/k/a Allurion Technologies Holdings, Inc.), a Delaware corporation (the "**Company**"), and the parties listed as Investors on Schedule I hereto (each, including any person or entity who hereinafter becomes a party to this Agreement pursuant to Section 8.2, an "**Investor**" and collectively, the "**Investors**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement (as defined below).

WHEREAS, Compute Health Acquisition Corp., a Delaware corporation and predecessor-by-merger to the Company ("**CPUH**"), Compute Health Corp., a Delaware corporation and a then-direct, wholly-owned subsidiary of CPUH ("**Merger Sub I**"), Compute Health LLC, a Delaware limited liability company and a then-direct, wholly-owned subsidiary of CPUH ("**Merger Sub II**"), the Company and Allurion Technologies, Inc. (predecessor by merger to Allurion Technologies, LLC), a Delaware corporation ("**Allurion**"), have consummated the transactions contemplated by that certain Business Combination Agreement, dated as of February 9, 2023 (as amended or supplemented from time to time, the "**Business Combination Agreement**"), pursuant to which, among other things, as part of the same overall transaction, (a) CPUH merged with and into the Company (the "**CPUH Merger**"), with the Company surviving as the publicly-listed company, (b) promptly, but at least three (3) hours, thereafter Merger Sub I merged with and into Allurion (the "**Intermediate Merger**"), with Allurion surviving as a wholly-owned subsidiary of the Company and (c) promptly thereafter Allurion merged with and into Merger Sub II, with Merger Sub II surviving as a wholly-owned subsidiary of the Company (collectively with the CPUH Merger and the Intermediate Merger, the "**Mergers**"), in each case on the terms and conditions set forth therein;

WHEREAS, CPUH, Compute Health Sponsor LLC, a Delaware limited liability company ("**Sponsor**"), Osama Alswailem, Hani Barhoush, Joshua Fink, Michael Harsh, Omar Ishrak, Jean Nehmé and Gwendolyn A. Watanabe (such persons, collectively with the Sponsor, the "**CPUH Initial Stockholders**") and any person or entity who hereafter became or becomes a party to the Prior CPUH Agreement (as defined below) pursuant to Section 5.2 thereof are parties to that certain Registration Rights Agreement, dated February 4, 2021 (the "**Prior CPUH Agreement**");

WHEREAS, Allurion is party to that certain Fourth Amended and Restated Investors' Rights Agreement, dated as of July 23, 2021, by and among Allurion and certain investors listed therein (together with the Prior CPUH Agreement, the "**Prior Agreements**");

WHEREAS, as of prior to the execution of this Agreement and prior to the CPUH Merger Closing, the CPUH Initial Stockholders collectively held 21,562,500 shares of Class B Common Stock of CPUH (collectively, the "**Founder Shares**");

WHEREAS, immediately prior to the CPUH Merger Closing, the Founder Shares converted into Class A Common Stock in connection with the Founder Share Conversion and the Independent Director Share Conversion (each as defined in the Sponsor Support Agreement) and, in the CPUH Merger, such Class A Common Stock was cancelled in exchange for the right to receive Pubco Common Stock;

WHEREAS, the Investors of Allurion set forth on Schedule I under the heading Allurion Investors and party hereto ("**Allurion Investors**") held, immediately prior to the Final Merger Closing, (a) shares of common stock, par value $0.0001 per share, of Allurion ("**Allurion Common Stock**"); (b) shares designated as "Series A Preferred Stock", par value $0.0001 per share ("**Allurion Series A Preferred Stock**"); (c) shares designated as "Series A-1 Preferred Stock", par value $0.0001 per share ("**Allurion Series A-1 Preferred Stock**"); (d) shares designated as "Series B Preferred Stock", par value $0.0001 per share ("**Allurion Series B Preferred Stock**"); (e) shares designated as "Series C Preferred Stock", par value $0.0001 per share ("**Allurion Series C Preferred Stock**") (f) shares designated as "Series D-1 Preferred Stock", par value $0.0001 per share ("**Allurion Series D-1 Preferred Stock**"); (g) shares designated as "Series D-2 Preferred Stock", par value $0.0001 per share ("**Allurion Series D-2 Preferred Stock**") and (h) shares designated as "Series D-3 Preferred Stock", par value $0.0001 per share (collectively with Allurion Common Stock, Allurion Series A Preferred Stock, Allurion Series A-1 Preferred Stock, Allurion Series B Preferred Stock, Allurion Series C Preferred Stock, Allurion Series D-1 Preferred Stock and Allurion Series D-2 Preferred Stock, the "**Allurion Shares**"), as applicable;

WHEREAS, the Allurion Shares were exchanged for Pubco Common Stock on or about the date hereof, pursuant to the Business Combination Agreement;

WHEREAS, certain Investors have purchased shares of Pubco Common Stock in the PIPE Financing in connection with the consummation of the Mergers; and

WHEREAS, the Company and Allurion desire to terminate the Prior Agreements, effective as of the Final Merger Closing, to provide for the terms and conditions included herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. The following capitalized terms used herein have the following meanings:

"**Addendum Agreement**" is defined in Section 8.2.

"**Adverse Disclosure**" mean public disclosure of any material nonpublic information which, in the good faith reasonable determination of the Board, (i) would be required to be made in any Registration Statement filed with the Commission by the Company so that such Registration Statement, from and after its effective date, does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of such Registration Statement; and (iii) the Company has a bona fide business purpose for not disclosing publicly and would reasonably be likely to be detrimental to the Company and its subsidiaries.

"**Agreement**" is defined in the preamble to this Agreement.

"**Allurion**" is defined in the recitals to this Agreement.

"**Allurion Common Stock**" is defined in the recitals to this Agreement.

"**Allurion Investor Released Shares**" means (i) the number of shares of Pubco Common Stock held by a Participating Allurion Investor set forth opposite his, her or its name on Schedule II to this Agreement under the heading "Allurion Investor Released Shares" and (ii) the number of shares of Pubco Common Stock held by a Participating Allurion Investor issued in the Intermediate Merger in exchange for shares of Allurion Common Stock issued upon conversion of Incremental Convertible Equity Securities issued in the Incremental Financing.

"**Allurion Investors**" is defined in the recitals to this Agreement.

"**Allurion Series A Preferred Stock**" is defined in the recitals to this Agreement.

"**Allurion Series A-1 Preferred Stock**" is defined in the recitals to this Agreement.

"**Allurion Series B Preferred Stock**" is defined in the recitals to this Agreement.

"**Allurion Series C Preferred Stock**" is defined in the recitals to this Agreement.

"**Allurion Series D-1 Preferred Stock**" is defined in the recitals to this Agreement.

"**Allurion Series D-2 Preferred Stock**" is defined in the recitals to this Agreement.

"**Allurion Shares**" is defined in the recitals to this Agreement.

"**Backstop Agreement**" is defined in the Business Combination Agreement.

"**Backstop Shares**" is defined in the Backstop Agreement.

"**Block Trade**" means any non-marketed underwritten offering taking the form of a block trade to financial institutions, QIBs or Institutional Accredited Investors, bought deals, over-night deals or similar transactions that do not include "road show" presentations to potential investors requiring marketing effort from management over multiple days.

"**Board**" is defined in Section 3.1.1.

"**Business Combination Agreement**" is defined in the preamble to this Agreement.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Class A Common Stock**" is defined in the Business Combination Agreement.

"**Closing Date**" is defined in the Business Combination Agreement.

"**Commission**" means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

"**Company**" is defined in the preamble to this Agreement.

"**Contribution Agreements**" is defined in the Business Combination Agreement.

"**CPUH**" is defined in the preamble to this Agreement.

"**CPUH Initial Stockholders**" is defined in the preamble to this Agreement.

"**CPUH Investors**" shall mean the Investors listed on Schedule I hereto under the heading "CPUH Investors" and party hereto, together with any of their respective Permitted Transferees.

"**CPUH Merger**" is defined in the recitals to this Agreement.

"**Company Independent Nominees**" is defined in Section 7.1.

"**Demand Registration**" is defined in Section 2.2.1.

"**Demanding Holder**" is defined in Section 2.2.1.

"**DTC**" means the Depository Trust Company.

"**DWAC**" is defined in Section 3.5.2.

"**Effectiveness Period**" is defined in Section 3.1.3.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Form 10 Disclosure Filing Date**" means the date on which the Company shall file with the Commission a Current Report on Form 8-K that includes current "Form 10 information" (within the meaning of Rule 144) reflecting the Company's status as an entity that is no longer an issuer described in paragraph (i)(1)(i) of Rule 144.

"**Form S-1**" means a Registration Statement on Form S-1.

"**Form S-3**" means a Registration Statement on Form S-3 or any similar short-form registration that may be available at such time.

"**Founder Shares**" is defined in the recitals to this Agreement.

"**Gaur Director Nomination Number**" means one (1) Gaur Nominee so long as Shantanu Gaur, his Affiliates and any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by, Shantanu Gaur or his immediate family beneficially own in the aggregate such number of shares of

Pubco Common Stock equal to at least the Gaur Minimum Ownership Threshold.

"**Gaur Independent Nominee**" is defined in Section 7.1.

"**Gaur Minimum Ownership Threshold**" means [●][1] shares of Pubco Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments).

"**Gaur Nominee**" is defined in Section 7.1.

"**Incremental Convertible Equity Securities**" is defined in the Business Combination Agreement.

"**Incremental Financing**" is defined in the Business Combination Agreement.

"**Indemnified Party**" is defined in Section 4.3.

1 Note to Draft: To equal 50% of the shares of Pubco Common Stock held by Shantanu Gaur immediately following Closing after giving effect to the Contribution Agreements.

"**Indemnifying Party**" is defined in Section 4.3.

"**Independent Director**" is defined in Section 7.1.

"**Initiating Holder**" is defined in Section 2.1.6.

"**Institutional Accredited Investor**" means an institutional "accredited" investor as defined in Rule 501(a) of Regulation D under the Securities Act.

"**Intermediate Merger**" is defined in the recitals to this Agreement.

"**Investor**" is defined in the preamble to this Agreement.

"**Investor Indemnified Party**" is defined in Section 4.1.

"**Hunter Termination Agreement**" means the Termination Letter Agreement, dated as of May 2, 2023, by and among Allurion, the Company and Hunter Ventures Limited.

"**Lock-up Release Date**" means, for purposes of this Agreement (I) (i) the eighteen (18) month anniversary of the Closing Date as indicated under the heading on Schedule II named "18-month lock-up," with respect to those Investors listed under such heading, or (ii) the twelve (12) month anniversary of the Closing Date as indicated under the heading "12-month lock-up," with respect to those Investors listed under such headings, or (II) the date upon completion of a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the public stockholders of the Company having the right to exchange their Pubco Common Stock for cash, securities or other property.

"**Maximum Number of Shares**" is defined in Section 2.2.4.

"**Merger Sub I**" is defined in the recitals to this Agreement.

"**Merger Sub II**" is defined in the recitals to this Agreement.

"**Mergers**" is defined in the recitals to this Agreement.

"**New Registration Statement**" is defined in Section 2.1.4.

"**New Securities**" means all shares of Pubco Common Stock issued or issuable in connection with the Mergers, including (i) shares issuable upon exercise of any Assumed Warrant, (ii) shares issued or issuable pursuant to the Backstop Agreement, and (iii) shares issued or issuable pursuant to the Hunter Termination Agreement.

"**Participating Allurion Investor**" is defined in Section 6.1.

"**Permitted Transferee**" means (i) the members of an Investor's immediate family (for purposes of this Agreement, "**immediate family**" shall mean with respect to any natural person, any of the following: such person's spouse, the siblings of such person and his or her spouse, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouses and siblings); (ii) any trust or family limited liability company or partnership for the direct or indirect benefit of an Investor or the immediate family of an Investor; (iii) if an Investor is a trust, to the trustor or beneficiary of such trust or to the estate of a beneficiary of such trust; (iv) any officer, director, general partner, limited partner, stockholder, member, or owner of similar equity interests in an Investor; or (v) any affiliate of an Investor.

"**Piggy-Back Registration**" is defined in Section 2.3.1.

"**Prior Agreements**" is defined in the preamble to this Agreement.

"**Prior CPUH Agreement**" is defined in the preamble to this Agreement.

"**Pro Rata**" is defined in Section 2.2.4.

"**Pubco Common Stock**" is defined in the Business Combination Agreement.

"**QIB**" means "qualified institutional buyer" as defined in Rule 144A under the Securities Act.

"**Registrable Securities**" means (i) New Securities and shares of Pubco Common Stock issued in the PIPE Financing, and (ii) all shares of Pubco Common Stock issued to any Investor with respect to such securities referenced in clause (i) by way of any share split, share dividend or other distribution, recapitalization, reorganization, share exchange, share reconstruction, amalgamation, contractual control arrangement or similar event. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; or (c) such securities shall have ceased to be outstanding.

"**Registration**" means a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registration Statement**" means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

"**Remus Capital**" means Remus Group Management, LLC and any Affiliate of the foregoing that holds shares of Pubco Common Stock or to whom the foregoing has transferred shares of Pubco Common Stock.

"**Remus Director Nomination Number**" means one (1) Remus Nominee so long as Remus Capital beneficially owns in the aggregate such number of shares of Pubco Common Stock equal to at least the Remus Minimum Ownership Threshold.

"**Remus Independent Nominee**" is defined in Section 7.1.

"**Remus Minimum Ownership Threshold**" means [●][2] shares of Pubco Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments).

"**Remus Nominee**" is defined in Section 7.1.

"**Resale Shelf Registration Statement**" is defined in Section 2.1.1.

"**RTW Designated Director**" is defined in Section 7.1.

"**RTW Designation Condition**" means until the later of (x) such time as all Obligations (as defined in the RTW Side Letter) under the Royalty Financing Agreement (as defined in the RTW Side Letter) have been paid by Allurion or (y) such time as all Obligations (as defined in any Additional Revenue Interest Financing Agreement, as defined in the RTW Side Letter) under the Additional Revenue Interest Financing Agreement have been paid by Allurion.

"**RTW Master**" has the meaning set forth in the definition of RTW Side Letter.

"**RTW Innovation**" has the meaning set forth in the definition of RTW Side Letter.

2 Note to Draft: To equal 50% of the shares of Pubco Common Stock held by Remus Capital immediately following Closing.

"**RTW Side Letter**" means that certain amended and restated letter agreement, dated May [•], 2023, by and among CPUH, the Company, Merger Sub II, Allurion, RTW Master Fund, Ltd., an Exempted Company incorporated in the Cayman Islands with limited liability ("**RTW Master**"), RTW Innovation Master Fund, Ltd., an Exempted Company incorporated in the Cayman Islands with limited liability ("**RTW Innovation**"), and RTW Venture Fund Limited, an investment company limited by shares incorporated under the laws of Guernsey ("**RTW Venture**", and collectively with RTW Master and RTW Innovation, "**RTW**").

"**RTW Venture**" has the meaning set forth in the definition of RTW Side Letter.

"**RTW**" has the meaning set forth in the definition of RTW Side Letter.

"**SEC Guidance**" is defined in Section 2.1.4.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Sponsor**" is defined in the recitals to this Agreement.

"**Sponsor Director Nomination Number**" means one (1) Sponsor Nominee so long as Sponsor beneficially owns in the aggregate such number of shares of Pubco Common Stock equal to at least the Sponsor Minimum Ownership Threshold.

"**Sponsor Minimum Ownership Threshold**" means [●][3] shares of Pubco Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments).

"**Sponsor Nominee**" is defined in Section 7.1.

"**Sponsor Released Shares**" means the number of shares of Pubco Common Stock held by Sponsor set forth opposite its name on Schedule II to this Agreement under the heading "Sponsor Released Shares".

"**Shelf Participant**" is defined in Section 2.1.6.

"**Takedown Demand**" is defined in Section 2.1.6.

"**Termination Agreements**" is defined in the Business Combination Agreement.

"**Transfer**" means to (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder, with respect to any shares of Pubco Common Stock, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of Pubco Common Stock, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction, including the filing of a registration statement specified in clause (i) or (ii), other than a Registration Statement filed pursuant to this Agreement. Notwithstanding the foregoing, a Transfer shall not be deemed to include any transfer for no consideration if the donee, trustee, heir or other transferee has agreed in writing to be bound by the same terms under this Agreement to the extent and for the duration that such terms remain in effect at the time of the Transfer.

"**Underwriter**" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

"**Underwritten Demand Registration**" means an underwritten public offering of Registrable Securities pursuant to a Demand Registration, as amended or supplemented, that is a fully marketed underwritten offering that requires Company management to participate in "road show" presentations to potential investors requiring substantial marketing effort from management over multiple days, the issuance of a "comfort letter" by the Company's auditors, and the issuance of legal opinions by the Company's legal counsel.

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[3] Note to Draft: To equal 50% of the shares of Pubco Common Stock held by the Sponsor immediately following Closing after giving effect to the Contribution Agreements.

"**Underwritten Takedown**" means an underwritten public offering of Registrable Securities pursuant to the Resale Shelf Registration Statement, as amended or supplemented, that requires the issuance of a "comfort letter" by the Company's auditors and the issuance of legal opinions by the Company's legal counsel.

"**Unrestricted Conditions**" is defined in Section 3.5.2.

2. REGISTRATION RIGHTS.

2.1 Resale Shelf Registration Rights.

2.1.1 Registration Statement Covering Resale of Registrable Securities. Provided compliance by the Investors with Section 3.4, the Company shall prepare and file or cause to be prepared and filed with the Commission, no later than forty-five (45) calendar days following the Closing Date, a Registration Statement on Form S-3 or its successor form, or, if the Company is ineligible to use Form S-3, a Registration Statement on Form S-1, for an offering to be made on a continuous basis pursuant to Rule 415 of the Securities Act registering the resale from time to time by Investors of all of the Registrable Securities then held by such Investors that are not covered by an effective resale registration statement (the "**Resale Shelf Registration Statement**"). The Company shall use commercially reasonable efforts to cause the Resale Shelf Registration Statement to be declared effective as soon as possible after filing, and in no event later than ninety (90) days after the Closing Date, and once effective, to keep the Resale Shelf Registration Statement continuously effective under the Securities Act at all times until the expiration of the Effectiveness Period (as defined below). In the event that the Company files a Form S-1 pursuant to this Section 2.1, the Company shall use its commercially reasonable efforts to convert the Form S-1 to a Form S-3 promptly after the Company is eligible to use Form S-3. The Resale Shelf Registration Statement shall provide that the Registrable Securities may be sold pursuant to any method or combination of methods legally available to, and requested by, the Investors, including the registration of the distribution to its stockholders, partners, members or other affiliates. Without limiting the foregoing, subject to any comments from the Commission, each Registration Statement filed pursuant to this Section 2.1.1 shall include a "plan of distribution" approved by Allurion Investors holding a majority of the Registrable Securities.

2.1.2 Notification and Distribution of Materials. The Company shall promptly notify the Investors in writing of the effectiveness of the Resale Shelf Registration Statement and shall furnish to them, without charge, such number of copies of the Resale Shelf Registration Statement (including any amendments, supplements and exhibits), the prospectus contained therein (including each preliminary prospectus and all related amendments and supplements) and any documents incorporated by reference in the Resale Shelf Registration Statement or such other documents as the Investors may reasonably request in order to facilitate the sale of the Registrable Securities in the manner described in the Resale Shelf Registration Statement.

2.1.3 Amendments and Supplements. Subject to the provisions of Section 2.1.1 above, the Company shall promptly prepare and file with the Commission from time to time such amendments and supplements to the Resale Shelf Registration Statement and prospectus used in connection therewith as may be necessary to keep the Resale Shelf Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities during the Effectiveness Period (as defined below).

2.1.4 Reduction of Shelf Offering. Notwithstanding the registration obligations set forth in this Section 2.1, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the holders thereof and use its commercially reasonable efforts to file an amendment or amendments to the Resale Shelf Registration Statement as required by the Commission and/or (ii) withdraw the Resale Shelf Registration Statement and file a new registration statement (a "**New Registration Statement**"), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-1, Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff (the "**SEC Guidance**"), including, without limitation, Compliance and Disclosure Interpretation 612.09. Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a Pro Rata basis, subject to a determination by the Commission that certain Investors must be reduced first based on the number of Registrable Securities held by such Investors. In the event the Company amends the Resale Shelf Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-1, Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Resale Shelf Registration Statement, as amended, or the New Registration Statement. If the Company shall not be able to register for resale all of the Registrable Securities on the Resale Shelf Registration Statement within three (3) months following the date of the Company's receipt of the Commission's Notice, then, until such Resale Shelf Registration Statement is effective, each of the Allurion Investors shall be entitled to demand registration rights pursuant to Section 2.2 as long as the demand request is a proposal to sell Registrable Securities with an aggregate market price at the time of request of not less than $5,000,000 (the "**Shelf Demand Right**"). Shelf Demand Rights shall not be counted as Demand Registrations under Section 2.2.

No Investor shall be named as an "underwriter" in any Registration Statement filed pursuant to this Section 2 without the Investor's prior written consent; provided that if the Commission requests that an Investor be identified as a statutory underwriter in the Registration Statement, then such Investor will have the option, in its sole and absolute discretion, to either (i) have the opportunity to withdraw from the Registration Statement upon its prompt written request to the Company, in which case the Company's obligation to register such Investor's Registrable Securities shall be deemed satisfied or (ii) be included as such in the Registration Statement. Each Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided to (and shall be subject to the approval, which shall not be unreasonably withheld or delayed, of) the Investors prior to its filing with, or other submission to, the Commission.

2.1.5 Notice of Certain Events. The Company shall promptly notify the Investors in writing of any request by the Commission for any amendment or supplement to, or additional information in connection with, the Resale Shelf Registration Statement required to be prepared and filed hereunder (or prospectus relating thereto). The Company shall promptly notify each Investor, or their representatives, in writing of the filing of the Resale Shelf Registration Statement or any prospectus, amendment or supplement related thereto or any post-effective amendment to the Resale Shelf Registration Statement and the effectiveness of any post-effective amendment.

2.1.6 Underwritten Takedown.

(a) If the Company shall receive a request (a "**Takedown Demand**") from the (i) holders of Registrable Securities with an estimated market value of at least $5,000,000 or (ii) the holders of Registrable Securities registered under the Resale Shelf Registration Statement that own in the aggregate at least 5% of the outstanding Pubco Common Stock requesting a registration of at least $5,000,000 (either, an "**Initiating Holder**") that the Company effect an Underwritten Takedown of all or any portion of the requesting holder's Registrable Securities covered under the Resale Shelf Registration Statement, then the Company shall give (x) in connection with any non-marketed underwritten takedown offering (other than a Block Trade), at least two (2) Business Days' notice of such Takedown Demand to each holder of Registrable Securities (other than the Initiating Holder) that is a participant in the Resale Shelf Registration Statement ("**Shelf Participant**"), (y) in connection with any Block Trade initiated, notice of such Underwritten Takedown to each holder of Registrable Securities (other than the Initiating Holder(s)) that is a Shelf Participant no later than noon Eastern time on the Business Day prior to the requested Underwritten Takedown and (z) in connection with any marketed Underwritten Takedown, at least five (5) Business Days' notice of such Underwritten Takedown to each holder of Registrable Securities (other than the Initiating Holder(s)) that is a Shelf Participant. In connection with (x) any non-marketed Underwritten Takedown initiated and (y) any marketed Underwritten Takedown, if any Shelf Participants entitled to receive a notice pursuant to the preceding sentence request inclusion of their Registrable Securities covered by the Resale Shelf Registration Statement (by written notice to the Company , which notice must be received by the Company no later than (A) in the case of a non-marketed Underwritten Takedown (other than a Block Trade), the Business Day following the date notice is given to such participant, (B) in the case of a Block Trade, by 10:00 p.m. Eastern time on the date notice is given to such participant and (C) in the case of a marketed Underwritten Takedown, three (3) Business Days following the date notice is given to such participant), the Initiating Holder(s) and the other Shelf Participants that request inclusion of their Registrable Securities shall be entitled to sell their Registrable Securities in such offering. Thereupon the Company shall use its commercially reasonable efforts to effect, as expeditiously as possible, the offering in such Underwritten Takedown of:

(i) subject to the restrictions set forth in Section 2.2.4, all Registrable Securities for which the Initiating Holder(s) has requested such offering under Section 2.1.6, and

(ii) subject to the restrictions set forth in Section 2.2.4, all other Registrable Securities that any holders of Registrable Securities covered under the Resale Registration Shelf Statement have requested the Company to offer by request received by the Company in the requisite time period, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be offered.

(b) Promptly after the expiration of the relevant time period, the Company will promptly notify all selling holders of the identities of the other selling holders and the number of shares of Registrable Securities requested to be included therein.

(c) The Company shall only be required to effectuate, within any twelve (12) month period, one Underwritten Takedown by each of (A) the CPUH Investors, collectively, and (B) Allurion Investors, collectively.

2.1.7 Block Trade. If the Company shall receive a request from the holders of Registrable Securities with an estimated market value of at least $10,000,000 that the Company effect the sale of all or any portion of the Registrable Securities in a Block Trade, then the Company shall, as expeditiously as possible, initiate the offering in such Block Trade of the Registrable Securities for which such requesting holder has requested such offering under Section 2.1.7.

2.1.8 Selection of Underwriters. The Initiating Holder(s) shall have the right to select an Underwriter or Underwriters in connection with such Underwritten Takedown, which Underwriter or Underwriters shall be reasonably acceptable to the Company. In connection with an Underwritten Takedown, the Company shall enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of the Registrable Securities in such Underwritten Takedown, including, if necessary, the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the Financial Industry Regulatory Authority, Inc.

2.1.9 Underwritten Takedowns effected pursuant to this Section 2.1 shall not be counted as Demand Registrations effected pursuant to Section 2.2.

2.2 Demand Registration.

2.2.1 Request for Registration. At any time and from time to time after the expiration of any lock-up to which an Investor's shares are subject, if any, provided compliance by the Investors with Section 3.4, and provided further there is not an effective Resale Shelf Registration Statement available for the resale of all of the Registrable Securities pursuant to Section 2.1 (and subject to the right of holders to effect Underwritten Takedowns under Section 2.1), (i) CPUH Investors who hold a majority of the Registrable Securities held by all CPUH Investors or (ii) Allurion Investors who hold either a majority of the Registrable Securities held by all Allurion Investors, may make a written demand for Registration under the Securities Act of all or any portion of their Registrable Securities on Form S-1 or any similar long-form Registration or, if then available, on Form S-3. Each registration requested pursuant to this Section 2.2.1 is referred to herein as a "**Demand Registration**". Any demand for a Demand Registration shall specify the number of shares of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will, within five (5) Business Days after receiving such demand, notify all Investors that are holders of Registrable Securities of the demand, and each such holder of Registrable Securities who wishes to include all or a portion of such holder's Registrable Securities in the Demand Registration (each such holder including shares of Registrable Securities in such registration, a "**Demanding Holder**") shall so notify the Company within five (5) Business Days after the receipt by the holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.2.4 and the provisos set forth in Section 3.1.1. The Company shall not be obligated to effect: (a) more than one (1) Demand Registration during any twelve-month period (not including any Underwritten Takedown); (b) any Demand Registration at any time there is an effective Resale Shelf Registration Statement on file with the Commission pursuant to Section 2.1 that is not subject to a reduction of registered shares under Section 2.1.4 (and subject to the obligation to effect Underwritten Takedowns as set forth in Section 2.1); or (c) more than two (2) Underwritten Demand Registrations in respect of all Registrable Securities held by Investors.

2.2.2 Effective Registration. A Registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied with all of its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to

have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders thereafter elect to continue the offering; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.2.3 Underwritten Demand Registration. If the Demanding Holders so elect and such holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Demand Registration. In such event, the right of any holder to include its Registrable Securities in such registration shall be conditioned upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by the holders initiating the Demand Registration, and subject to the approval of the Company. The parties agree that, in order to be effected, any Underwritten Demand Registration must result in aggregate proceeds to the selling stockholders of at least $5,000,000.

2.2.4 Reduction of Offering. If the managing Underwriter or Underwriters for a Underwritten Demand Registration that is to be an underwritten offering advises the Company and the Demanding Holders in writing that, in such Underwriter's or Underwriters' opinion, the dollar amount or number of shares of Registrable Securities which the Demanding Holders desire to sell, taken together with all other shares of Pubco Common Stock or other securities which the Company desires to sell and the shares of Pubco Common Stock, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of shares that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of shares, as applicable, the "**Maximum Number of Shares**"), then the Company shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of shares that each such person has requested be included in such registration, regardless of the number of shares held by each such person (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the shares of Pubco Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), any shares of Pubco Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons, as to which "piggy-back" registration has been requested by the holders thereof that can be sold without exceeding the Maximum Number of Shares.

2.2.5 Withdrawal. A Demanding Holder shall have the right to withdraw all or any portion of its Registrable Securities included in an Underwritten Demand Registration pursuant to this Section 2.2 for any reason or no reason whatsoever upon written notice to the Company and the Underwriter or Underwriters of its intention to withdraw from such Underwritten Demand Registration prior to the pricing of such Underwritten Demand Registration; provided, however, that such withdrawn amount shall still be considered an Underwritten Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the registration expenses incurred in connection with an Underwritten Demand Registration prior to its withdrawal under this Section 2.2.5.

2.3 Piggy-Back Registration.

2.3.1 Piggy-Back Rights. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Company for its own account or for stockholders of the Company for their account (or by the Company and by stockholders of the Company including, without limitation, pursuant to Section 2.2.1), other than a Registration Statement (i) filed in connection with any employee stock option, employee stock purchase, or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) for a dividend reinvestment plan, (v) effected pursuant to Section 2.1 or 2.2 (which, for the avoidance of doubt, is addressed in and subject to the rights set forth therein), then the Company shall (x) give written notice of such proposed filing to the holders of Registrable Securities with respect to shares not subject to any lock-up, as soon as practicable but in no event less than ten (10) days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five (5) Business Days following receipt of such notice (a "**Piggy-Back Registration**"). The foregoing rights shall not be available to any Investor at such time as (i) there is an effective Resale Shelf Registration Statement available for the resale of the Registrable Securities pursuant to Section 2.1 (which, for the avoidance of doubt, is addressed in and subject to the rights set forth in,Section 2.1 and Section 2.2) and there was no reduction in registered shares as set forth in Section 2.1.4 or (ii) such Registration is solely to be used for the offering of securities by the Company for its own account. The Company shall cause such Registrable Securities to be included in such registration, provided compliance by the Investors with Section 3.4, and the Company shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.3.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the holders of Registrable Securities in writing that the dollar amount or number of shares of Pubco Common Stock which the Company desires to sell, taken together with shares of Pubco Common Stock, if any, as to which registration has been demanded pursuant to written contractual arrangements with persons other than the holders of Registrable Securities hereunder and the Registrable Securities as to which registration has been requested under this Section 2.3, exceeds the Maximum Number of Shares, then the Company shall include in any such registration:

(a) If the registration is undertaken for the Company's account: (A) first, the shares of Pubco Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Pubco Common Stock or other securities, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares, Pro Rata; and (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the shares of Pubco Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual piggy-back registration rights with such persons and that can be sold without exceeding the Maximum Number of Shares; and

(b) If the registration is a "demand" registration undertaken at the demand of persons other than either the holders of Registrable Securities or the Company (other than as provided in Section 2.2 which, for the avoidance of doubt, is addressed in and subject to the rights set forth in,Section 2.2), (A) first, the shares of Pubco Common Stock or other securities for the account of the demanding persons that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Pubco Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing

clauses (A) and (B), the shares of Pubco Common Stock or other securities, if any, comprised of Registrable Securities, Pro Rata, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares; and (D) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A), (B) and (C), the shares of Pubco Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons, that can be sold without exceeding the Maximum Number of Shares.

2.3.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement, if such offering is pursuant to a Demand Registration, or prior to the public announcement of the offering, if such offering is pursuant to an Underwritten Takedown. The Company (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

2.3.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.3 shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.2.

3. REGISTRATION PROCEDURES.

3.1 Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as reasonably possible, and in connection with any such request:

3.1.1 Filing Registration Statement. The Company shall use its commercially reasonable efforts to, as expeditiously as possible after receipt of a request for a Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its commercially reasonable efforts to cause such Registration Statement to become effective and use its commercially reasonable efforts to keep it effective for the Effectiveness Period (as defined below); provided, however, that the Company shall have the right to defer any Demand Registration for up to forty-five (45) days, and any Piggy-Back Registration for such period as may be applicable to deferment of any Demand Registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the holders a certificate signed by the Company stating that, in the good faith judgment of the Board of Directors of the Company (the "**Board**"), it would require the Company to make an Adverse Disclosure; provided, further, however, that the Company shall not have the right to exercise the right set forth in the immediately preceding proviso twice, or for more than one hundred twenty (120) total calendar days in any three hundred sixty (360) day period.

3.1.2 Copies. The Company shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities included in such registration, and such holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case, including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus), and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.

3.1.3 Amendments and Supplements. The Company shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until the date on which all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn (the "**Effectiveness Period**").

3.1.4 Notification. After the filing of a Registration Statement, the Company shall promptly, and in no event more than two (2) Business Days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within two (2) Business Days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, the Company shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon.

3.1.5 Securities Laws Compliance. The Company shall use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.6 Agreements for Disposition. The Company shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of the Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement, and the representations, warranties and covenants of the holders of Registrable Securities included in such registration statement in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the Company.

3.1.7 Comfort Letter. In the event of an Underwritten Takedown or an Underwritten Demand Registration, the Company shall obtain a "cold comfort" letter from

the Company's independent registered public accountants in the event of an underwritten offering, and a customary "bring-down" thereof, in customary form and covering such matters of the type customarily covered by "cold comfort" letters, as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating holders. For the avoidance of doubt, this Section 3.1.7 shall not apply to any Block Trade.

3.1.8 Opinions and Negative Assurance Letters. In the event of an Underwritten Takedown or an Underwritten Demand Registration, on the date the Registrable Securities are delivered for sale pursuant to any Registration, the Company shall obtain an opinion and negative assurances letter, each dated such date, of one (1) counsel representing the Company for the purposes of such Registration, including an opinion of local counsel if applicable, addressed to the holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to such Registration in respect of which such opinion is being given as the holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions, and reasonably satisfactory to a majority in interest of the participating holders. For the avoidance of doubt, this Section 3.1.8 shall not apply to any Block Trade.

3.1.9 Cooperation. The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering, the preparation of a comfort letter, if applicable, and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.10 Transfer Agent. The Company shall provide and maintain a transfer agent and registrar for the Registrable Securities.

3.1.11 Records. Upon execution of confidentiality agreements, the Company shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.

3.1.12 Earnings Statement. The Company shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its stockholders, as soon as practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.13 Road Show. If an offering pursuant to this Agreement is conducted as an Underwritten Takedown or Underwritten Demand Registration and involves Registrable Securities with an aggregate offering price (before deduction of underwriting discounts) is expected to exceed $35,000,000, the Company shall use its reasonable best efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in such offering.

3.1.14 Listing. The Company shall use its commercially reasonable efforts to cause all Registrable Securities included in any Registration Statement to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated.

3.2 Obligation to Suspend Distribution. Upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1.4(iv), or, upon any suspension by the Company, pursuant to a good faith reasonable determination of the Board that the offer or sale of Registrable Securities would require the Company to disclose Adverse Disclosure, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such holder will deliver to the Company or destroy all copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. The foregoing right to delay or suspend may be exercised by the Company for no longer than one hundred twenty (120) total calendar days in any three hundred sixty (360) day period.

3.3 Registration Expenses. The Company shall bear all costs and expenses incurred in connection with the Resale Shelf Registration Statement pursuant to Section 2.1, any Demand Registration pursuant to Section 2.2.1, any Underwritten Takedown pursuant to Section 2.1.6, any Block Trade pursuant to Section 2.1.7 (other than expenses set forth below in clause (ix) of this Section 3.3), any Piggy-Back Registration pursuant to Section 2.3, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.12; (vi) Financial Industry Regulatory Authority, Inc. fees; (vii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company; (viii) the fees and expenses of any special experts retained by the Company in connection with such registration; and (ix) the reasonable fees and expenses of one legal counsel selected by the holders of a majority-in-interest of the Registrable Securities included in such registration (not to exceed $50,000 without the consent of Company). The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders, but the Company shall pay any underwriting discounts or selling commissions attributable to the securities it sells for its own account.

3.4 Information. The holders of Registrable Securities shall promptly provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act and in connection with the Company's obligation to comply with Federal and applicable state securities laws.

3.5 Other Obligations.

3.5.1 At any time and from time to time after the expiration of any lock-up to which such shares are subject, if any, in connection with a sale or transfer of Registrable Securities exempt from registration under the Securities Act or through any broker-dealer transactions described in the plan of distribution set forth within any prospectus and pursuant to the Registration Statement of which such prospectus forms a part, the Company shall, subject to the receipt of customary documentation required from the applicable holders in connection therewith, (i) promptly instruct its transfer agent to remove any restrictive legends applicable to the Registrable Securities being sold or transferred and (ii) cause its legal counsel to deliver the necessary legal opinions, if any, to the transfer agent in connection with the instruction under subclause (i). In addition, the Company shall cooperate reasonably with, and take such customary actions as may reasonably be requested by such holders in connection with the aforementioned sales or transfers.

3.5.2 The stock certificates evidencing the Registrable Securities (and/or book entries representing the Registrable Securities) held by each Investor shall not contain or be subject to any legend restricting the transfer thereof (and the Registrable Securities shall not be subject to any stop transfer or similar instructions or notations): (A) while a Registration Statement covering the sale or resale of such securities is effective under the Securities Act, (B) if such Investor provides customary paperwork to the effect that it has sold such shares pursuant to Rule 144, (C) if such Registrable Securities are eligible for sale under Rule 144(b)(1) as set forth in customary non-affiliate paperwork provided by such Investor, (D) if at any time on or after the date that is one year after the Form 10 Disclosure Filing Date such Investor certifies that it is not an affiliate of the Company and that such Investor's holding period for purposes of Rule 144 in respect of such Registrable Securities is at least six (6) months, or (E) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) as determined in good faith by counsel to the Company or set forth in a legal opinion delivered by nationally recognized counsel to the Investor (collectively, the "**Unrestricted Conditions**"). The Company agrees that following the date that the Resale Shelf Registration Statement has been declared effective by the Commission or at such time as any of the Unrestricted Conditions is met or such legend is otherwise no longer required it will, no later than two (2) Business Days following the delivery by an Investor to the Company or its transfer agent of a certificate representing any Registrable Securities, issued with a restrictive legend, (or, in the case of Registrable Securities represented by book entries, delivery by an Investor to the Company or its transfer agent of a legend removal request) deliver or cause to be delivered to such Investor a certificate or, at the request of such Investor, deliver or cause to be delivered such Registrable Securities to such Investor by crediting the account of such Investor's prime broker with DTC through its Deposit/Withdrawal at Custodian ("**DWAC**") system, in each case, free from all restrictive and other legends and stop transfer or similar instructions or notations. If any of the Unrestricted Conditions is met at the time of issuance of any Registrable Securities (e.g., upon exercise of warrants), then such securities shall be issued free of all legends. Each Investor shall have the right to pursue any remedies available to it hereunder, or otherwise at law or in equity, including a decree of specific performance and/or injunctive relief, with respect to the Company's failure to timely deliver shares of Pubco Common Stock without legend as required pursuant to the terms hereof.

3.5.3 As long as Registrable Securities remain outstanding the Company shall (a) cause the Pubco Common Stock to be eligible for clearing through DTC, through its DWAC system; (b) be eligible and participating in the Direct Registration System of DTC with respect to the Pubco Common Stock; (c) ensure that the transfer agent for the Pubco Common Stock is a participant in, and that the Pubco Common Stock is eligible for transfer pursuant to, DTC's Fast Automated Securities Transfer Program (or successor thereto); and (d) use its reasonable best efforts to cause the Pubco Common Stock to not at any time be subject to any DTC "chill," "freeze" or similar restriction with respect to any DTC services, including the clearing of shares of Pubco Common Stock through DTC, and, in the event the Pubco Common Stock becomes subject to any DTC "chill," "freeze" or similar restriction with respect to any DTC services, use its reasonable best efforts to cause any such "chill," "freeze" or similar restriction to be removed at the earliest possible time.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Investor and each other holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls an Investor and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, an "**Investor Indemnified Party**"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, (including reasonable and documented costs of investigation and legal expenses and any indemnity and contribution payments made to underwriters) arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration; and the Company shall promptly reimburse the Investor Indemnified Party for any legal and any other expenses reasonably incurred by such Investor Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; *provided*, *however*, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability is finally judicially determined to have arisen out of or resulted from any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by such selling holder expressly for use therein or to the extent related to any selling holder's violation of the federal securities laws (including Regulation M) or failure to sell the Registrable Securities in accordance with the plan of distribution contained in the prospectus.

4.2 Indemnification by Holders of Registrable Securities. Each selling holder of Registrable Securities will, in the event that any Registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless to the fullest extent permitted by law the Company, each of its directors and officers, and each other selling holder of Registrable Securities and each other person, if any, who controls such other selling holder within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, only insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made expressly in reliance upon and in conformity with information furnished in writing to the Company by such selling holder in writing expressly for use therein, or (ii) such selling holder's failure to sell the Registrable Securities in accordance with the plan of distribution contained in the prospectus, and shall reimburse the Company, its directors and officers, and each other selling holder or controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling holder upon the sale of Registrable Securities giving rise to such indemnification obligations.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Sections 4.1 or 4.2, such person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel, which counsel is reasonably acceptable to the Indemnifying Party) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5. UNDERWRITING AND DISTRIBUTION.

5.1 Rule 144. The Company covenants that it shall timely file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Upon reasonable prior written request, the Company shall deliver to the Investors a customary written statement as to whether it has complied with such requirements.

6. LOCK-UP AGREEMENTS.

6.1 Investor Lock-Up. Without limiting the terms of any other Ancillary Document or any other contract, agreement or understanding entered into by any Investor, each Investor agrees that it shall not Transfer any shares of Pubco Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for shares of Pubco Common Stock (including New Securities) until the Lock-Up Release Date applicable to such Investor; *provided*, *however*, that the foregoing restrictions shall (i) not apply to any shares of Pubco Common Stock purchased in the PIPE Financing by any Investor, (ii) not apply to [100] shares of Pubco Common Stock held by each Investor, (iii) with respect to the Allurion Investors that purchased shares of Pubco Common Stock in the PIPE Financing or Incremental Financing (each, a "**Participating Allurion Investor**"), not apply to the Allurion Investor Released Shares, (iv) with respect to Sponsor, not apply to the Sponsor Released Shares, (v) not apply to the Backstop Shares or shares of Pubco Common Stock issued pursuant to the Hunter Termination Agreement, and (vi) not apply to shares of Pubco Common Stock contributed to the Company pursuant to the Contribution Agreements. The foregoing restriction is expressly agreed to preclude each Investor from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of such Investor's shares of Pubco Common Stock even if such shares of Pubco Common Stock would be disposed of by someone other than the undersigned until the Lock-Up Release Date. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the Investor's shares of Pubco Common Stock or with respect to any security that includes, relates to, or derives any significant part of its value from such shares of Pubco Common Stock. The foregoing restrictions shall not apply to Transfers made: (i) pursuant to a *bona fide* gift or charitable contribution; (ii) by will or intestate succession upon the death of an Investor; (iii) to any Permitted Transferee; (iv) pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of marriage or civil union; (v) in the case of any Investor that is not a natural person, pro rata to the direct or indirect partners, members or stockholders of an Investor or any related investment funds or vehicles controlled or managed by such persons or their respective affiliates in connection with the liquidation or dissolution thereof; (vi) to the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act; provided that such plan does not provide for the transfer of Pubco Common Stock until the Lock-Up Release Date; (vii) to the transfer of Pubco Common Stock or other securities convertible into or exercisable or exchangeable for Pubco Common Stock acquired in open market transactions after the Closing; or (viii) in the event of the Company's completion of a liquidation, merger, share exchange or other similar transaction which results in all of its stockholders having the right to exchange their shares of Pubco Common Stock for cash, securities or other property; provided that in the case of (i) through (v), the recipient of such Transfer must enter into a written agreement agreeing to be bound by the terms of this Agreement in form and substance reasonably satisfactory to the Company, including the transfer restrictions set forth in this Section 6.1.

6.2 Release. If, prior to the Lock-Up Release Date applicable to an Investor, the Company consents to any release or waiver of any of the restrictions set forth in Section 6.1 for such Investor (any such release, a "**Triggering Release**"; and, such party receiving such release, the "**Triggering Release Party**"), then shares of Pubco Common Stock held by each other Investor shall also be released from the restrictions set forth in Section 6.1 in the same manner and on the same terms (including with respect to any conditions or provisos that apply to such Triggering Release), such number of shares of Pubco Common Stock released for each other Investor being the total number of shares of Pubco Common Stock held by such Investor on the date of such Triggering Release multiplied by a fraction, the numerator of which shall be the number of shares of Pubco Common Stock, options, restricted stock units or warrants to purchase or receive any shares of Pubco Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Pubco Common Stock, released pursuant to the Triggering Release, and the denominator of which shall be the total number of shares of Pubco Common Stock, options, restricted stock units or warrants to purchase or receive any shares of Pubco Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Pubco Common Stock held by the Triggering Release Party on such date. Notwithstanding the foregoing, the provisions of this paragraph will not apply, and a release or waiver will not be deemed to be a Triggering Release: (i) if the release or waiver is effected solely to permit a transfer not involving a disposition for value, (ii) in the case of any primary and/or secondary underwritten public offering of shares of Pubco Common Stock, provided that such waiver or release shall only apply with respect to such Investor's participation in such underwritten sale or (iii) if the release or waiver is granted to any individual party by the Company in an amount, individually or in the aggregate with other releases and waivers to other individuals, less than or equal to 1% of the total number of outstanding shares of Pubco Common Stock.

7. BOARD MATTERS.

7.1 Initial Composition. As of the Effective Time, the board of directors of the Company (the "**Board**") shall consist of seven (7) directors, a majority of whom shall be "independent" directors for purposes of NYSE rules (each, an "**Independent Director**"), to initially consist of:

(i) One (1) director to be nominated by Shantanu Gaur (the "**Gaur Nominee**");

(ii) One (1) director to be nominated by Remus Capital (the "**Remus Nominee**");

(iii) One (1) director to be nominated by the Sponsor (the "**Sponsor Nominee**");

(iv) One (1) Independent Director to be nominated by Shantanu Gaur (the "**Gaur Independent Nominee**");

(v) One (1) Independent Director to be nominated by Remus Capital (the "**Remus Independent Nominee**"); and

(vi) Two (2) Independent Directors to be nominated by Allurion (the "**Company Independent Nominees**"), one of which is to be designated by RTW in accordance with the RTW Side Letter (the "**RTW Designated Director**");

in each case, who shall serve in such capacity in accordance with the terms of this Agreement, the Business Combination Agreement, the Pubco Governing Documents (as defined in the Business Combination Agreement), applicable law and NYSE rules.

7.2 Independent Nominees.

(a) Shantanu Gaur shall have the right and ability to recommend a Gaur Independent Nominee. If the Gaur Independent Nominee (or any Replacement Gaur Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, Shantanu Gaur shall have the ability to recommend a substitute person in accordance with this Section 7.2(a) (any such replacement nominee shall be referred to as a "**Replacement Gaur Independent Nominee**").

(b) Until such time as Remus Capital beneficially owns in the aggregate less than the Remus Minimum Ownership Threshold, then (A) Remus Capital shall have the right and ability to recommend a Remus Independent Nominee and (B) if the Remus Independent Nominee (or any Replacement Remus Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, Remus Capital shall have the ability to recommend a substitute person in accordance with this Section 7.2(b) (any such replacement nominee shall be referred to as a "**Replacement Remus Independent Nominee**").

(c) Until such time as the RTW Designation Condition is no longer satisfied, then unless the RTW Designated Director is otherwise nominated as an Independent Director, a Gaur Independent Nominee or a Remus Independent Nominee, RTW (A) shall have the right and ability to recommend the RTW Designated Director, who the Company shall cause to be nominated as a Company Independent Nominee and (B) if the RTW Designated Director (or any Replacement RTW Designated Director) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, RTW shall have the ability to recommend a substitute person in accordance with this Section 7.2(c) (any such replacement nominee shall be referred to as a "**Replacement RTW Designated Director**") and the Company shall cause such substitute person to be nominated as a Company Independent Nominee (any such replacement nominee shall be referred to as a "**Replacement Company Independent Nominee**").

(d) Any Replacement Gaur Independent Nominee, Replacement Remus Independent Nominee or Replacement Company Independent Nominee, as the case may be, must (A) qualify as "independent" pursuant to NYSE rules, (B) satisfy requirements under applicable Law and (C) be independent of Shantanu Gaur, Remus Capital or the Company, as applicable. The Nominating and Governance Committee of the Company (the "**Nominating and Governance Committee**") shall make its determination and recommendation regarding whether such Replacement Gaur Independent Nominee, Replacement Remus Independent Nominee or Replacement Company Independent Nominee, as the case may be, meets the foregoing criteria within fifteen (15) business days after (1) such nominee has submitted to the Company (x) a fully completed copy of the Company's standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check, a representation agreement, consent to be named as a director in the Company's proxy statement and certain other agreements) applicable to new directors of the Company and (y) a written representation that such nominee, if elected as a director of the Company, would be in compliance, and will comply, with all applicable Company guidelines and policies and (2) representatives of the Board have conducted customary interview(s) of such nominee, if such interviews are requested by the Board or the Nominating and Governance Committee. The Company shall use its reasonable best efforts to conduct any interview(s) contemplated by this Section 7.2(d) as promptly as reasonably practicable. In the event the Nominating and Governance Committee does not accept a person recommended by Shantanu Gaur as the Replacement Gaur Independent Nominee, Remus Capital as the Replacement Remus Independent Nominee or RTW as the Replacement Company Independent Nominee, as the case may be, Shantanu Gaur, Remus Capital or RTW, as applicable, shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above. Upon the recommendation of a Replacement Gaur Independent Nominee, Replacement Remus Independent Nominee or Replacement Company Independent Nominee, as the case may be, by the Nominating and Governance Committee, the Board shall vote on the appointment of such Replacement Gaur Independent Nominee, Replacement Remus Independent Nominee or Replacement Company Independent Nominee, as the case may be, to the Board promptly after the Nominating and Governance Committee recommendation of such Replacement Gaur Independent Nominee, Replacement Remus Independent Nominee or Replacement Company Independent Nominee, as the case may be; provided, however, that if the Board does not appoint such Replacement Gaur Independent Nominee, Replacement Remus Independent Nominee or Replacement Company Independent Nominee, as the case may be, to the Board pursuant to this Section 7.2(d), Shantanu Gaur, Remus Capital or RTW, as applicable, shall continue to follow the procedures of this Section 7.2(d) until a Replacement Gaur Independent Nominee, Replacement Remus Independent Nominee or Replacement Company Independent Nominee, as applicable, is elected to the Board.

7.2.2 Company Obligations. The Company agrees:

(a) that until such time as Remus Capital no longer meets the Remus Minimum Ownership Threshold, and provided that the Remus Independent Nominee is able and willing to continue to serve on the Board, the Company will include each applicable Remus Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company stockholders at which directors are to be elected;

(b) that until such time as Shantanu Gaur no longer meets the Gaur Minimum Ownership Threshold, and provided that the Gaur Independent Nominee is able and willing to continue to serve on the Board, the Company will include each applicable Gaur Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company stockholders at which directors are to be elected;

(c) that until such time as RTW no longer meets the RTW Designation Condition, and provided that the RTW Designated Director is able and willing to continue to serve on the Board, the Company will include each applicable RTW Designated Director as a Company Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company stockholders at which directors are to be elected;

(d) to recommend, support and solicit proxies for each such Gaur Independent Nominee, Remus Independent Nominee or RTW Designated Director as a

Company Independent Nominee, in each such case, in substantially the same manner as it recommends, supports and solicits proxies for any other members of such slate of director nominees;

(e) to cause to be nominated a lead Independent Director (the "Lead INED") of the Board, who shall serve at all times as chair or co-chair of the Board, and who initially shall be Omar Ishrak. The Company shall cause the Lead INED to be nominated as the Sponsor Nominee; and

(f) from time to time and at all times on or prior to the second (2nd) anniversary of the Closings (as defined in the Business Combination Agreement), to cause Omar Ishrak to be the Lead INED; provided, that, at the time when such annual or special meeting of stockholders at which an election of directors is held or at the time when such written consent of the stockholders to elect one or more directors is entered into, Omar Ishrak (i) has not refused and continues to refuse to stand for re-election, (ii) is not unable to discharge the duties of the Lead INED due to death or incapacity or (iii) is not ineligible to serve as the Lead INED.

7.2.3 Certain Investor Obligations.

(a) Remus Capital agrees and commits solely with the Company (and not any other party) that such party will appear in person or by proxy at any meeting of Company stockholders at which directors are to be elected and vote all shares beneficially owned by such party in favor of each of the nominees on the slate of director nominees nominated by the Company and otherwise in accordance with the Board's recommendation on any other proposal relating to the appointment, election or removal of directors. The obligation for the Remus Capital to comply with this Section 7.2.3(a) shall automatically terminate without any further action at such time as Remus Capital no longer meets the Remus Minimum Ownership Threshold.

(b) Remus Capital agrees and commits solely with the Company (and not any other party) that prior to any Remus Independent Nominee (including any Replacement Remus Independent Nominee) being appointed to the Board, the Remus Independent Nominee shall have submitted to the Board a duly executed irrevocable resignation letter pursuant to which such nominee shall resign from the Board and all applicable committees thereof automatically and effective immediately if Remus Capital fails to have the right to nominate such nominee to the Board. Remus Capital shall promptly (and in any event within five (5) business days) provide written notice to the Company if Remus Capital fails to satisfy the Remus Minimum Ownership Threshold at any time.

7.3 Other Nominees.

7.3.1 Other Nominees.

(a) Remus Capital. Until such time as the Remus Director Nomination Number is zero (0), then (A) Remus Capital shall have the right and ability to recommend a number of Remus Nominees equal to the Remus Director Nomination Number and (B) if any Remus Nominee (or any Replacement Remus Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, Remus Capital shall have the ability to recommend a substitute person in accordance with this Section 7.3 (any such replacement nominee shall be referred to as a "**Replacement Remus Nominee**").

(b) Sponsor.

(i) Until such time as the Sponsor Director Nomination Number is zero (0), then (A) the Sponsor shall have the right and ability to recommend a number of Sponsor Nominees equal to the Sponsor Director Nomination Number and (B) if any Sponsor Nominee (or any Replacement Sponsor Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Sponsor shall have the ability to recommend a substitute person in accordance with this Section 7.3 (any such replacement nominee shall be referred to as a "**Replacement Sponsor Nominee**").

(ii) The initial Sponsor Nominee shall be Omar Ishrak.

(iii) The Sponsor agrees, from time to time and at all times on or prior to the second (2nd) anniversary of the Closings (as defined in the Business Combination Agreement), to cause Omar Ishrak to be the Sponsor Nominee; provided, that, at the time when such annual or special meeting of stockholders at which an election of directors is held or at the time when such written consent of the stockholders to elect one or more directors is entered into, Omar Ishrak (i) has not refused and continues to refuse to stand for re-election, (ii) is not unable to discharge the duties of the Sponsor Nominee due to death or incapacity or (iii) is not ineligible to serve as the Sponsor Nominee.

(c) Gaur Nominee. Until such time as the Gaur Director Nomination Number is zero (0), then (A) Shantanu Gaur shall have the right and ability to recommend a number of Gaur Nominees equal to the Gaur Director Nomination Number and (B) if any Gaur Nominee (or any Replacement Gaur Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, Shantanu Gaur shall have the ability to recommend a substitute person in accordance with this Section 7.3 (any such replacement nominee shall be referred to as a "**Replacement Gaur Nominee**").

7.3.2 Replacement Nominees.

(a) Any Replacement Remus Nominee, Replacement Sponsor Nominee or Replacement Gaur Nominee, as the case may be, must satisfy requirements under applicable Law. The Nominating and Governance Committee of the Company shall make its determination and recommendation regarding whether such Replacement Remus Nominee, Replacement Sponsor Nominee or Replacement Gaur Nominee, as the case may be, meets the foregoing criteria within fifteen (15) business days after such nominee has submitted to the Company (x) a fully completed copy of the Company's standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check, a representation agreement, consent to be named as a director in the Company's proxy statement and certain other agreements) applicable to new directors of the Company and (y) a written representation that such nominee, if elected as a director of the Company, would be in compliance, and will comply, with all applicable Company guidelines and policies. If the Nominating and Governance Committee determines that such person meets such criteria, the Board shall vote to elect such person to the Board promptly following the Nominating and Governance Committee's determination. In the event the Nominating and Governance Committee determines that such person does not meet such criteria, Remus Capital, Sponsor or Shantanu Gaur, as applicable, shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above.

7.3.3 Company Obligations. The Company agrees:

(a) that until such time as the Remus Director Nomination Number is zero (0), and provided that the Remus Nominee is able and willing to continue to serve on the Board, the Company will include such Remus Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company stockholders at which directors are to be elected;

(b) that until such time that the Sponsor Director Nomination Number is zero (0), and provided that the Sponsor Nominee is able and willing to continue to serve on the Board, the Company will include the Sponsor Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company stockholders at which directors are to be elected;

(c) that until such time that the Gaur Director Nomination Number is zero (0), and provided that the Gaur Nominee is able and willing to continue to serve on the Board, the Company will include the Gaur Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company stockholders at which directors are to be elected; and

(d) to recommend, support and solicit proxies for each such Remus Nominee, Sponsor Nominee or Gaur Nominee, in each such case, in substantially the same manner as it recommends, supports and solicits proxies for any other members of such slate of director nominees.

7.3.4 Certain Investor Obligations.

(a) Each of Remus Capital, Sponsor or Shantanu Gaur, severally and not jointly, agrees and commits solely with the Company (and not any other party) that such party will appear in person or by proxy at any meeting of Company stockholders at which directors are to be elected and vote all shares beneficially owned by such party in favor of each of the nominees on the slate of director nominees nominated by the Company and otherwise in accordance with the Board's recommendation on any other proposal relating to the appointment, election or removal of directors. The obligation for Remus Capital to comply with this Section 7.3.4(a) shall automatically terminate without any further action at such time as the Remus Director Nomination Number is zero (0). The obligation for the Sponsor to comply with this Section 7.3.4(a) shall automatically terminate without any further action at such time as the Sponsor Director Nomination Number is zero (0). The obligation for Shantanu Gaur to comply with this Section 7.3.4(a) shall automatically terminate without any further action at such time as the Gaur Director Nomination Number is zero (0).

(b) Each of Remus Capital, Sponsor or Shantanu Gaur, severally and not jointly, agrees and commits solely with the Company (and not any other party) that (x) solely in the case of Remus Capital, prior to any Remus Nominees (including any Replacement Remus Nominees) being appointed to the Board, (y) solely in the case of the Sponsor, prior to any Sponsor Nominee (including any Replacement Sponsor Nominee) being appointed to the Board, or (z) solely in the case of the Gaur Nominee, prior to any Gaur Nominee (including any Replacement Gaur Nominee) being appointed to the Board, the Remus Nominee, the Sponsor Nominee and/or the Gaur Nominee, as the case may be, shall have submitted to the Board a duly executed irrevocable resignation letter pursuant to which such nominee(s) shall resign from the Board and all applicable committees thereof automatically and effective immediately if Remus Capital (solely in the case of the Remus Nominees), the Sponsor (solely in the case of the Sponsor Nominee) or Shantanu Gaur (solely in the case of the Gaur Nominee), fail(s) to have the right to nominate such nominee(s) to the Board. Remus Capital shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Remus Director Nomination Number is reduced to zero (0) at any time. The Sponsor shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Sponsor Director Nomination Number is reduced to zero (0) at any time. Shantanu Gaur shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Gaur Director Nomination Number is reduced to zero (0) at any time.

8. MISCELLANEOUS.

8.1 Other Registration Rights and Arrangements. The Company represents and warrants that no person, other than a holder of the Registrable Securities, the investors of the PIPE Financing and Fortress pursuant to the Fortress Credit Agreement (as such terms are defined in the Business Combination Agreement) has any right to require the Company to register any of the Company's capital stock for sale or to include the Company's capital stock in any registration filed by the Company for the sale of capital stock for its own account or for the account of any other person. The parties hereby terminate the Prior Agreements, each of which shall be of no further force and effect and is hereby superseded and replaced in its entirety by this Agreement. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement and in the event of any conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

8.2 Assignment; No Third-Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the rights, duties and obligations of the holders of Registrable Securities hereunder may be freely assigned or delegated by such holder of Registrable Securities in conjunction with and to the extent of any permitted transfer of Registrable Securities by any such holder to a Permitted Transferee. Any attempted assignment of this Agreement not in accordance with the terms of this Section 8.2 shall be void. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns and the holders of Registrable Securities and their respective successors and permitted assigns. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Section 4 and this Section 8.2. The rights of a holder of Registrable Securities under this Agreement may be transferred by such a holder to a transferee who acquires or holds Registrable Securities; provided, however, that such transferee has executed and delivered to the Company a properly completed agreement to be bound by the terms of this Agreement substantially in form attached hereto as Exhibit A (an "**Addendum Agreement**"), and the transferor shall have delivered to the Company no later than fifteen (15) days following the date of the transfer, written notification of such transfer setting forth the name of the transferor, the name and address of the transferee, and the number of Registrable Securities so transferred. The execution of an Addendum Agreement shall constitute a permitted amendment of this Agreement.

8.3 Amendments and Modifications. Upon the written consent of the Company and the Investors holding a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, that (a) the provisions of Sections 7.2 and 7.3 and related definitions as it relates to the Gaur Independent Nominee or Gaur Nominee may not be amended, modified, terminated or waived without the written consent of Shantanu Gaur; (b) the provisions of Sections 7.2 and 7.3 and related definitions as it relates to the Remus Independent Nominee or Remus Nominee may not be amended, modified, terminated or waived without the written consent of Remus Capital; (c) the provisions of Section 7.3 and related definitions as it relates to the Sponsor Nominee may not be amended, modified, terminated or waived without the written consent of the Sponsor; (d) any amendment hereto or waiver hereof that adversely affects an Investor, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from other Investors (in such capacity) shall require the consent of such Investor so affected; and (e) any waiver, amendment or repeal of the restrictions set forth in Section 6.1 (or of this Section 8.3 in respect of this proviso) shall require the prior written consent of the Sponsor. This Agreement may not be modified or amended except as provided in the immediately preceding sentence and any purported amendment by any party hereto effected in a manner which does not comply with this Section 8.3 shall be void, *ab initio*. No course of dealing between any Investor or the Company and any other party hereto or any failure or delay on the part of an Investor or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Investor or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

8.4 Term. This Agreement shall terminate upon the earlier of (i) the seventh anniversary of the date of this Agreement, (ii) a Change of Control (as defined in the Business Combination Agreement) or (iii) the date as of which there shall be no Registrable Securities outstanding; provided, further that with respect to any Investor, such Investor will have no rights under this Agreement and all obligations of the Company to such Investor under this Agreement shall terminate upon the earlier of (x) the date at least one year after the date hereof that such Investor ceases to hold at least 1% of the Registrable Securities outstanding on the date hereof or (y) if such Investor is a director or an executive officer of the Company, the date such Investor no longer serves as a director or an executive officer of the Company; provided, however, that such termination as to an Investor shall not apply to the following provisions until such Investor no longer holds any Registrable Securities: Sections 3.1.4, 3.1.5, 3.1.10, 3.1.12, 3.1.14, 3.2, 3.3, 3.4, 3.5, 8.3, 8.5 and Articles IV and V. Notwithstanding the foregoing, (a) the piggy-back registration rights provided for in Section 2.3 of this Agreement shall terminate no later

than the third anniversary of the date of this Agreement and (b) the obligations set forth in Article VII shall survive until the earlier of a termination of this Agreement in accordance with clauses (i) or (ii) above or with respect to an Investor at such time as such Investor is no longer entitled to nominate a director to the Board.

8.5 Notices. All notices, demands, requests, claims and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given) (i) by delivery in person, (ii) by e-mail (having obtained electronic delivery confirmation thereof, but excluding any automated reply, such as an out-of-office notification), (iii) by FedEx or other nationally recognized overnight delivery service or (iv) posting in the United States mail (having been sent registered or certified mail return receipt requested, postage prepaid) (upon receipt thereof), to the parties as follows:

If to the Company:

Allurion Technologies, Inc.
11 Huron Drive
Natick, MA 01760
Attention: Chief Executive Officer
Email: sgaur@allurion.com

with a copy to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Danielle M. Lauzon and Paul R. Rosie
E-mail: dlauzon@goodwinlaw.com, prosie@goodwinlaw.com

If to an Investor, to the address set forth under such Investor's signature to this Agreement or to such Investor's address as found in the Company's books and records.

8.6 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable Law, then all other provisions of this Agreement shall remain in full force and effect. Furthermore, upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the parties hereto shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

8.8 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, undertakings, understandings and other arrangements, both oral and written, among the parties hereto with respect to the subject matter hereof, including, without limitation the Prior Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Investor Rights and Lock-up Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

ALLURION TECHNOLOGIES, INC.

By: _____
Name:
Title:

Signature Page to Investor Rights and Lock-up Agreement

INVESTORS:

_____

Signature Page to Investor Rights and Lock-up Agreement

EXHIBIT A

Addendum Agreement

This Addendum Agreement ("**Addendum Agreement**") is executed on _____, 20___, by the undersigned (the "**New Holder**") pursuant to the terms of that certain Investor Rights and Lock-up Agreement dated as of [ ], 2023 (the "**Agreement**"), by and among the Company and the Investors identified therein, as such Agreement may be amended, supplemented or otherwise modified from time to time. Capitalized terms used but not defined in this Addendum Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Addendum Agreement, the New Holder agrees as follows:

1. Acknowledgment. New Holder acknowledges that New Holder is acquiring certain shares of common stock of the Company (the "**Pubco Common Stock**") as a transferee of such shares of Pubco Common Stock from a party in such party's capacity as a holder of Registrable Securities under the Agreement, and after such transfer, New Holder shall be considered an "Investor" and a holder of Registrable Securities for all purposes under the Agreement.

2. Agreement. New Holder hereby (a) agrees that the shares of Pubco Common Stock shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if the New Holder were originally a party thereto.

3. Notice. Any notice required or permitted by the Agreement shall be given to New Holder at the address or facsimile number listed below New Holder's signature below.

NEW HOLDER:

Print Name: _____

By: _____

ACCEPTED AND AGREED:

ALLURION TECHNOLOGIES, INC.

By: _____

Name:
Title: