

PUBLISHED DEAL CUSIP NO.: 82671JAA2  
PUBLISHED TERM FACILITY CUSIP NO.: 82671JAB0  
PUBLISHED REVOLVING CREDIT FACILITY CUSIP NO.: 82671JAC8

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CREDIT AGREEMENT

Dated as of June 22, 2021,

among

CURE INTERMEDIATE 3, LLC,  
as Holdings,

SIGNIFY HEALTH, LLC,  
as Borrower,

THE OTHER GUARANTORS PARTY HERETO FROM TIME TO TIME,

BARCLAYS BANK PLC,  
as Administrative Agent and Collateral Agent,

and

THE LENDERS PARTY HERETO FROM TIME TO TIME

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BARCLAYS BANK PLC,  
JPMORGAN CHASE BANK, N.A.,  
GOLDMAN SACHS BANK USA,  
BOFA SECURITIES INC.,  
UBS SECURITIES LLC  
and  
DEUTSCHE BANK SECURITIES INC.

as Joint Lead Arrangers and Joint Bookrunners

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*Form of*

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## CREDIT AGREEMENT

This CREDIT AGREEMENT is entered into as of June 22, 2021 among CURE INTERMEDIATE 3, LLC, a Delaware limited liability company (“**Holdings**”), SIGNIFY HEALTH, LLC, a Delaware limited liability company (the “**Borrower**”), the other Guarantors party hereto from time to time, BARCLAYS BANK PLC, as Administrative Agent, Collateral Agent (the “**Collateral Agent**”), Swing Line Lender and L/C Issuer and each lender from time to time party hereto (collectively, the “**Lenders**” and, individually, a “**Lender**”).

## PRELIMINARY STATEMENTS

WHEREAS, in connection with the consummation of the Transactions, the Borrower has requested that the Lenders extend credit in the form of (a) Initial Term Loans on the Closing Date in an aggregate principal amount equal to \$350,000,000 and (b) a Revolving Credit Facility in an aggregate amount of \$185,000,000, in each case, subject to increase as provided herein. The Revolving Credit Facility may include one or more Swing Line Loans and one or more Letters of Credit from time to time.

WHEREAS, the applicable Lenders have indicated their willingness to lend, each L/C Issuer has indicated its willingness to issue Letters of Credit and the Swing Line Lender has indicated its willingness to make Swing Line Loans, in each case, on the terms and subject to the conditions set forth herein.

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

## ARTICLE I.

### Definitions and Accounting Terms

Section i. *Defined Terms*. As used in this Agreement (including in the preamble and preliminary statements hereto), the following terms shall have the meanings set forth below:

“**Acceptable Discount**” has the meaning set forth in Section 2.05(a)(v)(D)(2).

“**Acceptable Prepayment Amount**” has the meaning set forth in Section 2.05(a)(v)(D)(3).

“**Acceptance and Prepayment Notice**” means a notice of the Borrower’s acceptance of the Acceptable Discount in substantially the form of Exhibit E-1.

“**Acceptance Date**” has the meaning set forth in Section 2.05(a)(v)(D)(2).

“**Additional Lender**” has the meaning set forth in Section 2.14(c).

“**Additional Refinancing Lender**” means, at any time, any bank, financial institution or other institutional lender or investor (other than any such bank, financial institution or other institutional lender or investor that is a Lender at such time) that agrees to provide any portion of Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2.15, *provided* that each Additional Refinancing Lender shall be subject to the approval of (i) the Administrative Agent, such approval not to be unreasonably withheld,



conditioned or delayed, to the extent that each such Additional Refinancing Lender is not an Affiliate of a then-existing Lender or an Approved Fund, (ii) the Borrower and (iii) in the case of a Refinancing Amendment in respect of the Revolving Credit Loans, each L/C Issuer and the Swing Line Lender.

**“Administrative Agent”** means Barclays Bank PLC, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

**“Administrative Agent’s Office”** means the Administrative Agent’s address and account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify Holdings and the Lenders.

**“Administrative Questionnaire”** means an Administrative Questionnaire in a form supplied by the Administrative Agent.

**“Administrative Services Agreement”** means each agreement between any Loan Party and a Professional Corporation entered into in the ordinary course of business or consistent with past practice pursuant to which, among other things, such Loan Party agrees to provide management, administrative, operational and/or business services to such Professional Corporation.

**“Affected Class”** has the meaning set forth in Section 3.07(a).

**“Affected Financial Institution”** means (a) any EEA Financial Institution or (b) any UK Financial Institution.

**“Affiliate”** means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. **“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

**“Affiliated Lender”** means, at any time, any Lender that is the Sponsor (other than Holdings, the Borrower or any of their Subsidiaries and other than any Debt Fund Affiliate) or a Non-Debt Fund Affiliate.

**“Affiliated Lender Assignment and Assumption”** has the meaning set forth in Section 10.07(k)(i).

**“Affiliated Lender Cap”** has the meaning set forth in Section 10.07(k)(iv).

**“Agent-Related Persons”** means the Agents and their respective Affiliates and the respective officers, directors, employees, partners, agents, advisors and other representatives of each of the foregoing.

**“Agents”** means, collectively, the Administrative Agent, the Collateral Agent, the Arrangers and the Bookrunners.

**“Aggregate Commitments”** means the Commitments of all the Lenders.

“**Agreement**” means this Credit Agreement, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Annual Financial Statements**” means, collectively, (i) the audited balance sheet of the Public Parent as of December 31, 2020, (ii) the audited consolidated balance sheet of Cure TopCo, LLC as of December 31, 2020 and (iii) the audited combined-consolidated statements of operations, changes in members’ equity and cash flows of Cure TopCo, LLC for the fiscal year ended December 31, 2020.

“**Applicable Discount**” has the meaning set forth in Section 2.05(a)(v)(C)(2).

“**Applicable ECF Percentage**” means, for any fiscal year, (a) 50%, if the Consolidated First Lien Net Leverage Ratio as of the last day of such fiscal year is greater than 2.25:1.00, (b) 25%, if the Consolidated First Lien Net Leverage Ratio as of the last day of such fiscal year is less than or equal to 2.25:1.00 and greater than 2.00:1.00 and (c) 0%, if the Consolidated First Lien Net Leverage Ratio as of the last day of such fiscal year is less than or equal to 2.00:1.00.

“**Applicable Rate**” means a percentage *per annum* equal to:

(a) with respect to Initial Term Loans, (i) for Eurocurrency Rate Loans, 3.25% and (ii) for Base Rate Loans, 2.25%; *provided that*, upon and any time after the public corporate credit rating of the Borrower is first rated B+ or higher by S&P following the Closing Date, the Applicable Rate with respect to Initial Term Loans shall be permanently reduced to 3.00% for Eurocurrency Rate Loans and 2.00% for Base Rate Loans; and

(b) with respect to Revolving Credit Loans, unused Revolving Credit Commitments and Letter of Credit Fees, (i) until delivery of financial statements for the first full fiscal quarter ending after the Closing Date pursuant to Section 6.01, (A) for Eurocurrency Rate Loans and Letter of Credit fees, 2.75% and (B) for Base Rate Loans, 1.75% and (C) in the case of the undrawn commitment fees for the Revolving Credit Commitments, 0.250% and (ii) thereafter, the following percentages *per annum*, based upon the Consolidated First Lien Net Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a):

Pricing Level	Consolidated First Lien Net Leverage Ratio	Eurocurrency Rate Loans and Letter of Credit Fees	Base Rate Loans
1	> 2.00:1.00	3.25%	2.25%
2	≤ 2.00:1.00 and > 1.50:1.00	3.00%	2.00%
3	≤ 1.50:1.00	2.75%	1.75%