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| A-1 | Committed Loan Notice |
| A-2 | Swing Line Loan Notice |
| A-3 | Prepayment Notice |
| B | Compliance Certificate |
| C-1 | Term Note |
| C-2 | Revolving Credit Note |
| D | Solvency Certificate |
| E-1 | Acceptance and Prepayment Notice |
| E-2 | Discount Range Prepayment Notice |
| E-3 | Discount Range Prepayment Offer |
| E-4 | Solicited Discounted Prepayment Notice |
| E-5 | Solicited Discounted Prepayment Offer |
| E-6 | Specified Discount Prepayment Notice |
| E-7 | Specified Discount Prepayment Response |
| F | [Reserved] |
| G | Intercompany Note |
| H-1 to H-4 | Tax Certificates |
| I | [Reserved] |
| J-1 | Assignment and Assumption |
| J-2 | Affiliated Lender Assignment and Assumption |
| J-3 | Affiliated Lender Notice |

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% |

| Pricing Level | Consolidated First Lien Net Leverage Ratio | Commitment Fee |
|---------------|---|----------------|
| 1 | > 2.25:1.00 | 0.50% |
| 2 | ≤ 2.25:1.00 and > 2.00:1.00 | 0.375% |
| 3 | ≤ 2.00:1.00 | 0.250% |

; *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 Revolving Credit Loans and Letter of Credit fees shall be permanently reduced by 0.25% at each Pricing Level.

Any increase or decrease in the Applicable Rate pursuant to clause (b)(ii) resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a); *provided* that at the option of the Administrative Agent (at the direction of the Required Lenders) or the Required Lenders (following written notice to the Borrower), the highest pricing level (i.e., Level 1) shall apply as of the first Business Day after (x) the date on which a Compliance Certificate was required to have been delivered but was not delivered, and shall continue to so apply to and including the date on which such Compliance Certificate is so delivered (and thereafter the pricing level otherwise determined in accordance with this definition shall apply) and (y) an Event of Default under Section 8.01(a) or 8.01(f) shall have occurred and be continuing, and shall continue to so apply to but excluding the date on which such Event of Default is cured or waived (and thereafter the pricing level otherwise determined in accordance with this definition shall apply).

Notwithstanding the foregoing, (v) the Applicable Rate in respect of any Class of Extended Revolving Credit Commitments or any Extended Term Loans or Revolving Credit Loans made pursuant to any Extended Revolving Credit Commitments shall be the applicable percentages *per annum* set forth in the relevant Extension Amendment, (w) the Applicable Rate in respect of any Revolving Commitment Increase, any Class of Incremental Term Loans or any Class of Incremental Revolving Loans shall be the applicable percentages *per annum* set forth in the relevant Incremental Amendment, (x) the Applicable Rate in respect of any Class of Replacement Term Loans shall be the applicable percentages *per annum* set forth in the relevant agreement, (y) the Applicable Rate in respect of any Class of Refinancing Revolving Credit Commitments, any Class of Refinancing Revolving Credit Loans or any Class of Refinancing Term Loans shall be the applicable percentages *per annum* set forth in the applicable Refinancing Amendment and (z) in the case of the Initial Term Loans, the Applicable Rate shall be increased as, and to the extent, necessary to comply with the provisions of Section 2.14.

“Applicable Requirements” means, in respect of any Indebtedness, that such Indebtedness satisfies the following requirements:

(a) other than with respect to any Inside Maturity Debt or Extendable Bridge Loans and other than in the case of Indebtedness assumed (and not incurred in contemplation) in connection with a Permitted Acquisition or other Investment not prohibited hereunder, such

Indebtedness shall not mature earlier than the Latest Maturity Date of the Term Loans outstanding at the time of incurrence of such Indebtedness;

(b) [reserved];

(c) other than with respect to any Inside Maturity Debt or Extendable Bridge Loans and other than in the case of Indebtedness assumed (and not incurred in contemplation) in connection with a Permitted Acquisition or other Investment not prohibited hereunder, such Indebtedness shall have a Weighted Average Life to Maturity not shorter than the remaining Weighted Average Life to Maturity of the Term Loans outstanding at the time of incurrence of such Indebtedness; and

(d) if such Indebtedness is secured by the Collateral, a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to an Intercreditor Agreement (or any Intercreditor Agreement shall have been amended or replaced in a manner reasonably acceptable to the Borrower and the Administrative Agent, which results in such Senior Representative having rights to share in the Collateral on a *pari passu* basis or a junior lien basis to the Secured Obligations, as applicable);

(e) [reserved];

(f) other than in the case of Indebtedness assumed (and not incurred in contemplation) in connection with a Permitted Acquisition or other Investment not prohibited hereunder, to the extent such Indebtedness is secured, it is not secured by any property or assets of Holdings, the Borrower or any Restricted Subsidiary other than the Collateral (it being agreed that such Indebtedness shall not be required to be secured by all of the Collateral);

(g) [reserved];

(h) other terms and conditions of such Indebtedness shall be as agreed between the Borrower and the Lenders providing such Indebtedness; and

(i) the holders of such Indebtedness may participate on a *pro rata* basis or less than *pro rata* basis (but not on a greater than *pro rata* basis) in any voluntary or mandatory prepayments of Term Loans then outstanding.

“**Appropriate Lender**” means, at any time, (a) with respect to Loans of any Class, the Lenders of such Class, (b) with respect to Letters of Credit, (i) the relevant L/C Issuers and (ii) the Revolving Credit Lenders and (c) with respect to the Swing Line Loans, (i) the Swing Line Lender and (ii) if any Swing Line Loans are outstanding pursuant to Section 2.04(a), the Revolving Credit Lenders.

“**Approved Bank**” has the meaning set forth in clause (c) of the definition of “Cash Equivalents.”

“**Approved Commercial Bank**” means a commercial bank with a consolidated combined capital and surplus of at least \$5,000,000,000.

“Approved Fund” means, with respect to any Lender, any Fund that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

“Arrangers” means Barclays Bank PLC, JPMorgan Chase Bank, N.A., Goldman Sachs Bank USA, BofA Securities Inc., UBS Securities LLC and Deutsche Bank Securities Inc., each in its capacity as a joint lead arranger under this Agreement.

“Asset Sale Percentage” means, as of any date of determination, (a) if the Consolidated First Lien Net Leverage Ratio is greater than 2.25:1.00, 100%, (b) if the Consolidated First Lien Net Leverage Ratio is less than or equal to 2.25:1.00 and greater than 2.00:1.00, 50% and (c) if the Consolidated First Lien Net Leverage Ratio is less than or equal to 2.00:1.00, 0%, in each case, as calculated on a Pro Forma Basis, but excluding the proceeds of such asset sale.

“Assignee” has the meaning set forth in Section 10.07(b).

“Assignment and Assumption” means an Assignment and Assumption substantially in the form of Exhibit J-1 hereto or otherwise in form and substance reasonably acceptable to the Administrative Agent.

“Assignment Taxes” has the meaning set forth in Section 3.01(b).

“Attorney Costs” means and includes all reasonable and documented fees, expenses and disbursements of any law firm or other external legal counsel.

“Attributable Indebtedness” means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP (which for the avoidance of doubt shall not include any Non-Financing Lease Obligation).

“Auction Agent” means (a) the Administrative Agent or (b) any other financial institution or advisor employed by a Discounted Purchaser (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Discounted Term Loan Prepayment pursuant to Section 2.05(a)(v); *provided* that the Administrative Agent shall not be designated as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent).

“Auto-Extension Letter of Credit” has the meaning set forth in Section 2.03(b)(iii).

“Available Excluded Contribution Amount” means the cash or Cash Equivalents or the fair market value of other assets or property (as reasonably determined by the Borrower), but excluding any Cure Amount, received by the Borrower after the Closing Date from:

- (1) contributions in respect of Qualified Equity Interests, and
- (2) the sale (other than to any Subsidiary of the Borrower or pursuant to any management equity plan or stock option plan or any other management or employee benefit plan) of Qualified Equity Interests of the Borrower,

in each case, designated as Available Excluded Contribution Amounts pursuant to a certificate of a Responsible Officer of the Borrower on or promptly after the date such capital contributions are made or proceeds are received, as the case may be, and which are excluded from the calculation of the Cumulative Credit.

“Available Indebtedness Capacity Amount” means the amount of Indebtedness that may be made at the time of determination pursuant to Section 7.03(m), minus the amount of the Available Indebtedness Capacity Amount utilized by the Borrower or any Restricted Subsidiary to make Investments pursuant to Section 7.02(v)(iii).

“Available RDP Capacity Amount” means the amount of payments or distributions in respect of Junior Financings that may be made at the time of determination pursuant to Section 7.13(a)(1), minus the amount of the Available RDP Capacity Amount utilized by the Borrower or any Restricted Subsidiary to make Investments pursuant to Section 7.02(v)(iii).

“Available RP Capacity Amount” means the amount of Restricted Payments that may be made at the time of determination pursuant to Sections 7.06(f), (g) and (i)(ii), minus the aggregate amount of the Available RP Capacity Amount utilized by the Borrower or any Restricted Subsidiary to (a) make Investments pursuant to Section 7.02(v)(iii), (b) make payments or distributions in respect of Junior Financings pursuant to Section 7.13(a)(4) or (c) incur Indebtedness pursuant to Section 7.03(bb).

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Base Rate” means for any day a fluctuating rate *per annum* equal to the highest of (a) the Federal Funds Rate *plus* 0.50%, (b) the Prime Rate in effect on such day, (c) the Eurocurrency Rate for an Interest Period of one month *plus* 1.00% (or, if such day is not a Business Day, the immediately preceding Business Day) and (d) (x) in respect of Initial Term Loans only, 1.50% and (y) with respect to Revolving Credit Loans, 1.00%.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. §1010.230, as amended.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code

