

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525799

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The New York State Catholic Health Plan, Inc. DBA Fidelis Care New York		09/12/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Centene Corporation		
<b>Street Address:</b>	c/o Centene Management Company, LLC		
<b>Internal Address:</b>	7700 Forsyth Boulevard		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3633561	FIDELIS CARE	
<b>Registration Number:</b>	3633569	FIDELIS CARE	
<b>Registration Number:</b>	3775057	FIDELIS	
<b>Registration Number:</b>	4611017	FIDELISAURUS	
<b>Registration Number:</b>	5195400	LUNCHOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9142880023		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9148219073		
<b>Email:</b>	branch@leasonellis.com		
<b>Correspondent Name:</b>	Peter Sloane		
<b>Address Line 1:</b>	Leason Ellis LLP		
<b>Address Line 2:</b>	One Barker Avenue, Fifth Floor		
<b>Address Line 4:</b>	White Plains, NEW YORK 10601		
<b>NAME OF SUBMITTER:</b>	Deirdre A. Clarke		
<b>SIGNATURE:</b>	/deirdre a. clarke/		

OP \$140.00 3633561

<b>DATE SIGNED:</b>	05/31/2019
<b>Total Attachments: 18</b> source=02228562#page1.tif source=02228562#page2.tif source=02228562#page3.tif source=02228562#page4.tif source=02228562#page5.tif source=02228562#page6.tif source=02228562#page7.tif source=02228562#page8.tif source=02228562#page9.tif source=02228562#page10.tif source=02228562#page11.tif source=02228562#page12.tif source=02228562#page13.tif source=02228562#page14.tif source=02228562#page15.tif source=02228562#page16.tif source=02228562#page17.tif source=02228562#page18.tif	

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of September 12, 2017 (the "**Signing Date**"), is entered into by and between NEW YORK STATE CATHOLIC HEALTH PLAN, INC., D/B/A FIDELIS CARE NEW YORK, a New York not-for-profit corporation ("**Seller**"), and CENTENE CORPORATION, a Delaware corporation ("**Buyer**"). Seller and Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Seller holds a Certificate of Authority as a health maintenance organization under Article 44 of the New York Public Health Law issued by the New York State Department of Health ("**DOH**"), is subject to the regulatory jurisdiction of DOH and the New York State Department of Financial Services ("**DFS**"), and is a party to various contracts to provide Medicaid, Child Health Plus, Managed Long Term Care, Health Benefit Exchange, and Medicare services, including: (i) a contract with DOH dated March 1, 2014 to provide health care services under the Medicaid (the "**Medicaid Business**") and Health and Recovery Plan programs (the "**HARP Business**"), (ii) a contract with DOH dated January 1, 2016 to provide health care services under the Child Health Plus Program (the "**CHP Business**"), (iii) a contract with DOH dated January 1, 2015 to provide health care services under the Managed Long Term Care Program (the "**MLTC Business**"), (iv) a contract with the Centers for Medicare & Medicaid Services ("**CMS**" and, together with DOH, the "**Payors**") effective January 1, 2017 to provide health care services under the Medicare Advantage program (the "**Medicare Advantage Business**") and a contract with CMS effective January 1, 2017 to provide health care services under the Medicare Advantage D-SNP program (the "**D-SNP Business**" and, together with the Medicare Advantage Business, the "**Medicare Business**"), (v) a contract with DOH effective January 1, 2011 to provide health care services to members who are eligible for services under the Medicaid Advantage program (the "**Medicaid Advantage Business**"), (vi) a contract with DOH effective January 1, 2017 to provide health care services to members who are eligible for services under the Medicaid Advantage Plus program (the "**Medicaid Advantage Plus Business**"), (vii) a contract with DOH and CMS effective January 1, 2015 to provide health care services to members who are eligible for services under the Fully Integrated Duals Advantage program (the "**FIDA Business**" and, collectively with the Medicaid Advantage Business and the Medicaid Advantage Plus Business, the "**Duals Business**"), (viii) a contract with DOH dated October 1, 2013 to provide health care services to members through the New York State Health Benefit Exchange under the Qualified Health Plan program (the "**QHP Business**") and (ix) a contract with DOH dated November 1, 2015 to provide health care services to members who are eligible for services under the Essential Plan (the "**EP Business**"). Collectively, the operation of the Medicaid Business, the HARP Business, the CHP Business, the MLTC Business, the Medicare Business, the Duals Business, the QHP Business and the EP Business, the "**Business**" and each, individually, a "**Line of Business**". The foregoing contracts with Payors are collectively referred to herein as the "**Payor Contracts**."

B. Subject to the terms and conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets owned or leased by Seller which are used or held for use in the operation of the Business.

C. Pursuant to the terms and conditions hereof, the Parties desire to work cooperatively to obtain the requisite approvals, licenses, certificates, authorizations and permits to effect the sale, transfer, conveyance, assignment and delivery by Seller to Buyer of the Business so that all of Seller's members enrolled under the Payor Contracts relating to the Business ("*Enrollees*") at the time of transfer would be enrolled in a health plan operated by Buyer providing or arranging for health services to such Enrollees.

D. Concurrently with the execution and delivery of this Agreement, Seller is entering into Waiver, Discharge and Settlement Agreements ("*Executive Waivers*") with certain Key Executives (as hereinafter defined).

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

## ARTICLE I

### DEFINITIONS

The following terms have the definitions set forth below or ascribed thereto in the section of this Agreement identified below:

"*403(b)*" has the meaning set forth in **Section 6.05(f)**.

"*Acquired Cash Amount*" has the meaning set forth in **Section 2.01(a)(i)**.

"*Acquisition Proposal*" has the meaning set forth in **Section 6.03(a)**.

"*Action*" means any claim, action, suit, corrective action plan, cause of action, lawsuit, arbitration, audit, written notice of violation, administrative proceeding, litigation, citation, summons, subpoena, inquiry or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, before or by any Governmental Authority.

"*Adverse Claim Consequences*" has the meaning set forth in **Section 8.05(b)**.

"*Affiliate*" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "*controlled by*" and "*under common control with*") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For avoidance of doubt, only Seller's Subsidiaries shall be deemed to be Affiliates of Seller.

"*Agreement*" has the meaning set forth in the Preamble.

"*Alternative Financing*" has the meaning set forth in **Section 6.23(c)**.

**"Antitrust Laws"** means applicable federal, state, local or foreign antitrust, competition, premerger notification or trade regulation Laws, including the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the HSR Act and the Federal Trade Commission Act of 1914.

**"Applicable Purposes"** means the healthcare and healthcare related purposes contemplated in the proposed amendment to Seller's Certificate of Incorporation set forth on **Exhibit S** (the **"Proposed Amendment"**) consistent with the types and nature of activities and programs customarily conducted, and grants customarily made, by Seller prior to the Signing Date to address the social determinants of health for the population served by Seller, including such consistent activities, programs and grants in furtherance of healthcare, nutrition, substance abuse, behavioral health, home and community-based services, early intervention, education and literacy, affordable quality housing, employment, and care for the elderly (in each case, other than conduct that would violate **Section 6.07**). It being understood and agreed that nothing in the foregoing is intended to limit Applicable Purposes to the specific activities or programs or specific recipients or amounts of any grants conducted or made by the Seller prior to the Signing Date.

**"Apportioned Obligations"** has the meaning set forth in **Section 6.21**.

**"Assigned Contracts"** has the meaning set forth in **Section 2.01(a)(vii)**.

**"Assignment and Assumption Agreement"** means an assignment and assumption agreement in substantially the form attached hereto as **Exhibit A**, duly executed by Buyer and Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities.

**"Assumed Plans"** means the Seller Employee Plans marked by an asterisk on **Section 4.13(g)** of the Disclosure Schedules.

**"Assumed Liabilities"** has the meaning set forth in **Section 2.03**.

**"Assumed Provider Contracts"** means the Provider Contracts relating to the Business, including any such Provider Contract entered into after execution of this Agreement as described in **Section 6.09(a)**, but excluding any Excluded Contracts.

**"Audited Financial Statements"** has the meaning set forth in **Section 4.05(a)**.

**"Balance Sheet"** has the meaning set forth in **Section 4.05(a)**.

**"Balance Sheet Date"** has the meaning set forth in **Section 4.05(a)**.

**"Base Enrollment Number"** means, in respect of each Business Segment, the number of Enrollees in respect of such Business Segment set forth in the column labeled "Base Enrollment Number" on **Exhibit B** as of the last day of the calendar month in which the Signing Date occurs.

**"Base Projected Enrollment Number"** means, in respect of each Business Segment, the projected number of Enrollees in respect of such Business Segment as of December 31, 2017 as set forth in the column labeled "Base Projected Enrollment Number" on **Exhibit C**.

**"Bill of Sale"** means a bill of sale in substantially the form attached hereto as **Exhibit D**, duly executed by Seller, transferring the personal property included in the Purchased Assets to Buyer.

**"Books and Records"** has the meaning set forth in **Section 2.01(a)(xiv)**.

**"Burdensome Amount"** has the meaning set forth in the definition of Burdensome Condition.

**"Burdensome Condition"** means (a) in respect of Buyer, any term, limitation, restriction, condition or requirement imposed by any Governmental Authority on Buyer, its Affiliates, or the Business as a condition to such Governmental Authority granting any Required Governmental Approval, or otherwise promulgated or enacted by any Governmental Authority (but only to the extent that the statute or regulation so promulgated or enacted would also constitute a Change in Healthcare Law) that would have or could reasonably be expected to have a material and adverse effect, individually or in the aggregate, on (i) the financial condition results of operations or business of Buyer and its Subsidiaries or the Business, in each case, as currently conducted, provided that, for purposes of determining whether any term, limitation, restriction or requirement imposed by any Governmental Authority would have or could reasonably be expected to have a material and adverse effect on Buyer and its Subsidiaries, Buyer and its Subsidiaries will collectively be deemed to be a company the size of the Business, (ii) the lines or types of business, in the aggregate, in which Buyer and its Subsidiaries or the Business shall be permitted to engage, and/or (iii) the overall benefits that the Buyer reasonably expects to derive from the consummation of the transactions contemplated by this Agreement, and (b) in respect of Seller, any term, limitation, restriction, condition or requirement imposed, promulgated or enacted by any Governmental Authority on Seller or its Affiliates that would result in or could reasonably be expected to result in: (i) a reduction of the Purchase Price received by Seller or the inability of Seller to retain the Excluded Assets or have immediate access to the Purchase Price or Excluded Assets at Closing (except as contemplated by the Escrow Agreement), in an amount, individually or in the aggregate, greater than \$375 million dollars (\$375,000,000) (the **"Burdensome Amount"**); (ii) Seller's inability to operate in all material respects in furtherance of the Applicable Purposes following the Closing, it being understood and agreed that any impairment of Seller's ability to operate for purposes other than the Applicable Purposes shall not give rise to a Burdensome Condition; (iii) Seller's obligation to use more than a Burdensome Amount of the entire Purchase Price and Excluded Assets not in furtherance of the purposes set forth on the Proposed Amendment (the **"Seller Post-Closing Purposes"**); (iv) any Governmental Authority requiring Seller to make grants or distributions to, or expenditures on behalf of, in each case specific Persons or government established programs or funds that are specifically designated or directed by a Governmental Authority, in excess individually or in the aggregate of the Burdensome Amount; or (v) a requirement that Seller amend its Certificate of Incorporation such that more than a Burdensome Amount of the aggregate Purchase Price and Excluded Assets is required to be used in furtherance of purposes other than the Seller Post-Closing Purposes. For purposes of determining (1) whether any terms, limitations, restrictions, conditions or requirements imposed, promulgated or enacted by any Governmental Authority on Buyer, its Affiliates or the Business would, individually or in the aggregate, have a material and adverse effect under clauses (a)(i), (a)(ii) or (a)(iii), all such terms, limitations, restrictions, conditions or requirements imposed, promulgated or enacted by any

Governmental Authority on Buyer, its Affiliates and the Business, whether relating to clauses (a)(i), (a)(ii) or (a)(iii), shall be aggregated (but without duplication) and the level of the effects of all such terms, limitations, restrictions, conditions and requirements (even if not applicable to a particular clause) shall be taken into account in determining whether a material and adverse effect has occurred under any of such clauses (a)(i), (a)(ii) or (a)(iii) above, and (2) whether any terms, limitations, restrictions, conditions or requirements imposed, promulgated or enacted by any Governmental Authority on Seller or its Affiliates would, individually or in the aggregate, exceed the Burdensome Amount, amounts under clauses (b)(i), (b)(iii), (b)(iv) and (b)(v) above shall be aggregated, but without duplication.

**"Business"** has the meaning set forth in the Recitals.

**"Business Day"** means any day except Saturday, Sunday or any other day on which commercial banks located in the State of New York are authorized or required by Law to be closed for business.

**"Business Intellectual Property"** means the Licensed Intellectual Property and the Purchased Intellectual Property.

**"Business IT Assets"** has the meaning set forth in Section 4.09(h).

**"Business Segments"** means, collectively, the Exchange Segment, the Senior Programs Segment and the State Sponsored Segment.

**"Business Software"** means all Software used in or material to the Business, including but not limited to Software embodied in products of the Business, other than commercially available "off the shelf" Software that has not been modified or customized for use by Seller or its Subsidiaries.

**"Buyer"** has the meaning set forth in the Preamble.

**"Buyer Average Price"** means, as of the date of determination, the average (measured as an arithmetic mean) of the daily volume weighted averages of the trading prices of the Buyer Common Stock, as such prices are reported on the NYSE Composite Tape, for the five (5) consecutive Trading Days ending on such date of determination; *provided, however*, that if an ex-dividend date is set for the Buyer Common Stock during such period, then the trading price for a share of Buyer Common Stock for each day during the portion of such period that precedes such ex-dividend date will be reduced by the amount of the dividend payable on a share of Buyer Common Stock.

**"Buyer Common Stock"** means the common stock, par value \$0.001 per share, of Buyer.

**"Buyer Equity Securities"** means (a) capital stock or other equity interests of Buyer and (b) options, warrants or other securities that are directly or indirectly convertible into, exchangeable for or exercisable for capital stock or other equity interests of Buyer.

**"Buyer Fundamental Representations"** means the representations and warranties of Buyer set forth in **Section 5.01** (Organization), **Section 5.02** (Authority) and **Section 5.04** (Brokers).

**"Buyer Indemnitees"** has the meaning set forth in **Section 8.02**.

**"Buyer 401(k) Plan"** has the meaning set forth in **Section 6.05(f)**.

**"Cash"** means, as of any date of determination, cash, cash equivalents, marketable securities, and short-term investments of Seller and its Subsidiaries, Statutory Escrow Accounts, checks and funds received by Seller and its Subsidiaries, less the amount of checks written by Seller and its Subsidiaries but not yet cleared, in each case calculated as of such date in accordance with GAAP applied on a consistent basis with the Audited Financial Statements.

**"Cash Escrow Amount"** means Three Hundred and Seventy-Five Million Dollars (\$375,000,000) minus the Share Escrow Amount (if any).

**"Cash Purchase Price"** means (a) Three Billion Seven Hundred Fifty Million Dollars (\$3,750,000,000), minus (b) the Share Consideration Amount (if any), plus (c) the positive or negative amount, if any, determined by subtracting (i) the Working Capital Target from (ii) Estimated Working Capital, subject to adjustment in accordance with **Section 2.07**.

**"Cause"** shall mean (a) as determined by Buyer in its reasonable discretion: (i) refusal or continuing failure to perform employment duties in any material respect, (ii) misconduct identified as a ground for termination in Buyer's human resources policies, code of business conduct, or other written policies, practices or procedures to the extent such termination would comply with applicable Law, or (iii) commission of any criminal, fraudulent, or dishonest act in connection with the individual's employment, or (b) conviction of any felony.

**"Change in Healthcare Laws"** means any adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, or change of any applicable federal or New York State Laws relating to Medicare or Medicaid or otherwise relating to the healthcare, health insurance or managed care industry that, in the aggregate, is more adverse from a financial point of view to the Business than the Repeal and Replace Legislation.

**"CHP Business"** has the meaning set forth in the Recitals.

**"CHP Enrollees"** has the meaning set forth in **Section 2.01(f)(i)**.

**"CHP Purchased Assets"** has the meaning set forth in **Section 2.01(f)**.

**"Claim Notice"** has the meaning set forth in **Section 8.05(a)**.

**"Closing"** has the meaning set forth in **Section 3.01**.

**"Closing Acquired Cash Amount"** has the meaning set forth in **Section 2.07(b)**.

**"Closing Cash Purchase Price"** has the meaning set forth in **Section 2.05(a)**.



**"Closing Date"** has the meaning set forth in **Section 3.01**.

**"Closing Date Indebtedness"** means any Indebtedness relating to the Business or the Purchased Assets, or in respect of which any Encumbrances (other than Permitted Encumbrances) exist on, or with respect to, the Business or the Purchased Assets, in each case incurred by Seller or its Subsidiaries and outstanding as of the Closing Date, including, without limitation, (a) the Revolving Credit Facilities and (b) the Existing Term Loan Indebtedness.

**"Closing Enrollment"** has the meaning set forth in **Section 2.07(b)**.

**"Closing Minimum Capital Amount"** has the meaning set forth in **Section 2.07(b)**.

**"Closing Statement"** has the meaning set forth in **Section 2.08(b)**.

**"Closing Statement Disputed Items"** has the meaning set forth in **Section 2.08(d)**.

**"Closing Statement Objection Notice"** has the meaning set forth in **Section 2.08(c)**.

**"Closing Total Adjusted Net Assets"** has the meaning set forth in **Section 2.07(b)**.

**"Closing Working Capital"** has the meaning set forth in **Section 2.07(b)**.

**"CMS"** has the meaning set forth in the Recitals.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Commitment Letter"** has the meaning set forth in **Section 5.06**.

**"Confidentiality Agreement"** has the meaning set forth in **Section 6.02**.

**"Contract"** means any agreement, contract, lease, deed, mortgage, license, instrument, promissory note, evidence of Indebtedness, security agreement, commitment, undertaking, indenture or joint venture, whether written or oral.

**"Corporate Name"** means Seller's legal name, "New York State Catholic Health Plan, Inc.," and any and all Intellectual Property of Seller to the extent incorporating or derived from such name.

**"Court"** means any court, arbitrator or tribunal of the United States, any domestic state, or any foreign country, and any political subdivision thereof.

**"Definitive Agreements"** has the meaning set forth in **Section 6.23(b)**.

**"DFS"** has the meaning set forth in the Recitals.

**"Direct Claim"** has the meaning set forth in **Section 8.05(c)**.

**"Disclosure Schedules"** means the disclosure schedules delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement.

**"Disclosure Update"** has the meaning set forth in **Section 6.04(a)(i)**.

**"DOH"** has the meaning set forth in the Recitals.

**"Dollars"** or **"\$"** means the lawful currency of the United States.

**"Duals Business"** has the meaning set forth in the Recitals.

**"Duals Enrollees"** has the meaning set forth in **Section 2.01(d)(i)**.

**"Duals Purchased Assets"** has the meaning set forth in **Section 2.01(d)**.

**"Effective Time"** has the meaning set forth in **Section 3.01**.

**"Encumbrance"** means any encumbrance, charge, claim, pledge, equitable interest, lien (statutory or other), option, security interest, mortgage, hypothecation, easement, encroachment, right of way, right of first refusal, restriction, levy or charge of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

**"Enrollee Information"** has the meaning set forth in **Section 4.12(a)**.

**"Enrollees"** has the meaning set forth in the Recitals.

**"Enrollment Disputed Items"** has the meaning set forth in **Section 2.07(d)**.

**"Enrollment Notice"** has the meaning set forth in **Section 2.07(b)**.

**"Enrollment Objection Notice"** has the meaning set forth in **Section 2.07(c)**.

**"Enrollment Review Period"** has the meaning set forth in **Section 2.07(c)**.

**"Environmental Law"** means any applicable Law relating to the regulation or protection of the environment, natural resources, or human health or safety, including Laws relating to the manufacture, processing, distribution, sale, use, treatment, storage, disposal, transport, handling, remediation, cleanup, Release or threatened Release of or exposure to pollutants, contaminants, chemicals or other hazardous, harmful or deleterious materials or substances, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.

**"EP Business"** has the meaning set forth in the Recitals.

**"EP Enrollees"** has the meaning set forth in **Section 2.01(h)(i)**.

**"EP Purchased Assets"** has the meaning set forth in **Section 2.01(h)**.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

**"Escrow Agent"** means Wilmington Trust, N.A.

**"Escrow Agreement"** means an Escrow Agreement, in substantially the form attached hereto as **Exhibit E**, to be entered into among Buyer, Seller and the Escrow Agent.

**"Escrow Amount"** means the Cash Escrow Amount plus the Share Escrow Amount, which for the avoidance of doubt shall be an amount in cash and/or Buyer Common Stock (as determined in accordance with the terms of this Agreement ) equal to Three Hundred Seventy-Five Million Dollars (\$375,000,000).

**"Escrow Fund"** has the meaning set forth in **Section 2.06(d)**.

**"Escrow Shares"** means the number of shares of Buyer Common Stock equal to the Share Escrow Amount divided by the Buyer Average Price on the Trading Day two clear Trading Days prior to the Closing (rounded up to the nearest whole share).

**"Estimated Acquired Cash Amount"** has the meaning set forth in **Section 2.07(a)**.

**"Estimated Closing Statement"** has the meaning set forth in **Section 2.08(a)**.

**"Estimated Minimum Capital Amount"** has the meaning set forth in **Section 2.07(a)**.

**"Estimated Total Adjusted Net Assets"** has the meaning set forth in **Section 2.07(a)**.

**"Estimated Working Capital"** has the meaning set forth in **Section 2.08(a)**.

**"Excess Cash"** means the amount, if any, by which Total Adjusted Net Assets exceeds the Minimum Capital Amount.

**"Exchange Act"** means the Securities Exchange Act of 1934, as amended.

**"Exchange Segment"** means Seller's and its Subsidiaries' business segment comprised of the QHP Business and the EP Business.

**"Excluded Assets"** has the meaning set forth in **Section 2.02**.

**"Excluded Contracts"** means any Contract relating to the Business to which Seller or any of its Subsidiaries is a party that by their terms may not be assigned to Buyer without the consent of another Person and such consent has not been obtained prior to the Closing.

**"Excluded Liabilities"** has the meaning set forth in **Section 2.04**.

**"Executive Waivers"** has the meaning set forth in the Recitals.

**"Existing Key Executive Employment Agreements"** means the employment agreements dated June 7, 2013 (or in the case of Patrick J. Frawley, December 19, 2012), and any amendments thereto, entered into between Seller and each of the Key Executives.

**"Existing Term Loan Indebtedness"** means the Term Loans outstanding as of the Closing Date in respect of which Seller has not delivered to Buyer within ten (10) days prior to Closing a valid and effective waiver, consent or amendment to the Existing Term Credit

Agreement, in form and substance satisfactory to Buyer, permitting the transactions contemplated by this Agreement (including, for the avoidance of doubt, the sale of the Purchased Assets) and releasing the Business and Purchased Assets from any restrictions, guarantees or other obligations thereunder (the "*Waiver*").

*"Expenses"* means, with respect to any Person, all reasonable and documented out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, financial advisors and investment bankers of such Person and its Affiliates), incurred by such Person or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and any transactions related thereto, any litigation with respect thereto, or in connection with other regulatory approvals, and all other matters related to transactions contemplated hereby.

*"Federal Health Care Program"* has the meaning given to such term in 42 U.S.C. § 1320a-7b-(f).

*"Fee Letter"* has the meaning set forth in **Section 5.06**.

*"FIDA Business"* has the meaning set forth in the Recitals.

*"Final Acquired Cash Amount"* has the meaning set forth in **Section 2.08(b)**.

*"Final Closing Adjustment"* has the meaning set forth in **Section 2.08(f)**.

*"Final Working Capital"* has the meaning set forth in **Section 2.08(b)**.

*"Financial Statements"* has the meaning set forth in **Section 4.05(a)**.

*"Financing"* has the meaning set forth in **Section 5.06**.

*"Financing Sources"* means the Persons (including the parties to the Commitment Letter) that have committed to provide or otherwise entered into agreements in connection with the Financing, or alternative financings in connection with the transactions contemplated by this Agreement, including any joinder agreements, loan documents, purchase agreements, underwriting agreements, indentures or credit agreements entered into pursuant thereto or relating thereto (including the Buyer's (or its Affiliates) existing credit agreements, loan documents and indentures and agents thereunder) together with any of their respective, direct or indirect, former, current or future general and limited partners, controlling Persons, managers, stockholders, members, Affiliates, agents, officers, directors, employees and representatives involved in the Financing and any of their respective successors and assigns.

*"GAAP"* means United States generally accepted accounting principles in effect as of the date hereof, consistently applied.

*"Governmental Authority"* means any federal, state, local, municipal or foreign government or political subdivision thereof, or any authority, commission, department, board, official or other instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental

authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any Court of competent jurisdiction.

**"HARP Business"** has the meaning set forth in the Recitals.

**"Hazardous Materials"** means any waste, substance, chemical, radiation or material regulated, listed, defined or which forms the basis for Liability under Environmental Laws.

**"Health Insurance Providers Fee"** has the meaning set forth in **Section 6.19(a)**.

**"High Collar Mark"** means, in respect of any Business Segment, one hundred five percent (105%) of the Base Projected Enrollment Number for such Business Segment.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5) and the implementing regulations of each, when each is effective and as each is amended from time to time.

**"Hired Employee"** has the meaning set forth in **Section 6.05(a)**.

**"HSR Act"** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

**"Inactive Employee"** means an employee employed by Seller in the operation of the Business who is on a Seller-approved leave of absence on the Closing Date as a result of (a) other than authorized paid time off, any accident, short-term disability, family, pregnancy, parental, personal, or medical leave, (b) disability or salary continuation under the terms of a Seller Employee Plan, (c) workers' compensation leave, (d) any leave required by applicable Law, or (e) military service.

**"Indebtedness"** means, as of any date without duplication, all obligations (including any principal, accrued and unpaid interest, premium, penalty or other payment) of Seller and its Subsidiaries (i) for indebtedness for borrowed money, (ii) evidenced by notes, bonds, debentures or other similar instruments, but not including operating leases, (iii) with respect to any interest rate hedging, swap agreements or similar arrangements and related break-up fees, (iv) for any liability for all or any part of the deferred purchase price of property, goods or services (other than trade payables incurred in the ordinary course of business), including any "earn-out", purchase price adjustment, release of "holdback" or similar payment or any non-compete payments, (v) for any liability under any reimbursement obligation relating to a surety bond, letter of credit, bankers' acceptance, note purchase facility or similar credit transactions, (vi) under leases required in accordance with GAAP to be recorded as capital leases, (vii) for indebtedness secured by an Encumbrance, except for Permitted Encumbrances, (viii) under conditional sale or other title retention agreements relating to any property purchased, and (ix) any guarantee of the payment or performance of, or any contingent obligation in respect of, any Indebtedness of any other Person. "Indebtedness" shall not include any item included in the definition Working Capital.

**"Indemnified Party"** has the meaning set forth in **Section 8.05**.

**"Indemnifying Party"** has the meaning set forth in **Section 8.05**.

**"Independent Accountants"** means the New York, New York office of Ernst & Young LLP or other nationally or regionally recognized firm of independent accountants as to which Buyer and Seller mutually agree.

**"Ineligible Person"** means any Person that (a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any Federal Health Care Program or in federal procurement or non-procurement programs or (b) to the Knowledge of Seller has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

**"Information Privacy and Security Laws"** means all Laws concerning the privacy or security of Personal Information, and all regulations promulgated and guidance issued by any Governmental Authority thereunder, including, but not limited to, HIPAA, the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Telephone Consumer Protection Act, Section 5 of the Federal Trade Commission Act as it relates to Personal Information, the CAN-SPAM Act, Children's Online Privacy Protection Act, PCI DSS, state data breach notification laws, state data security laws, state social security number protection laws, any healthcare Laws pertaining to privacy or data security and any applicable Laws concerning requirements for website and mobile application privacy policies and practices, or any outbound communications (including e-mail marketing, telemarketing and text messaging), tracking and marketing.

**"Initial Termination Date"** has the meaning set forth in **Section 9.01(d)(ii)**.

**"Intellectual Property"** means all intellectual property, intangible property and proprietary rights, title, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, including all United States, foreign and international: (i) patents, patent applications and statutory invention registrations, utility models, reissues, divisionals, continuations, continuations-in-part, extensions and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names and corporate names, uniform resource locator addresses, symbols, slogans, and other indicia of source or origin, including the goodwill of the business symbolized thereby or associated therewith, common law rights, registrations and applications thereof; (iii) internet domain names, website content, social media handles, tags, hashtags, social media accounts, or any other online indicia of source; (iv) original works of authorship in any medium of expression, whether or not published, copyrights and copyrightable works, registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (v) trade secrets, formulas, designs, devices, technical data, technology, know-how, research and development, advertising and promotional materials, inventions and invention disclosures, methods or processes, and other confidential or proprietary technical, business and other information; (vi) computer software (including source and object code) and computer programs and databases in any form, including firmware, development tools, algorithms, data, data files, records, database management code, utilities, graphic user interfaces, internet web sites, all versions, updates, corrections, enhancements and modifications of any of the foregoing, and all related documentation (collectively, **"Software"**); (vii) all rights and remedies against past, present and

future infringement, misappropriation or any other violations relating to any of the foregoing; and (viii) all tangible embodiments of any of the foregoing.

**"Intercompany Agreement"** means any Contract as of the date hereof between Seller or any of its Affiliates, on the one hand, and Seller or any of its Affiliates, on the other hand, relating to the Business, any Purchased Asset or any Assumed Liability.

**"Interim Financial Statements"** has the meaning set forth in **Section 4.05(a)**.

**"IP Assignment Agreement"** means an intellectual property assignment agreement in substantially the form attached hereto as **Exhibit F**, duly executed by Buyer and Seller.

**"IRS"** means the Internal Revenue Service.

**"IT Assets"** means all computer systems, including software, hardware, databases, firmware, middleware and platforms, interfaces, systems, networks, information technology equipment, facilities, websites, infrastructure, workstations, switches, data communications lines and associated documentation used or held for use by or on behalf of Seller or any of its Subsidiaries in connection with the conduct of their businesses.

**"Key Executives"** means Patrick J. Frawley, Thomas Brown, Thomas Halloran, Pamela Hassen, Martin Krebs, Santo Russo, David Thomas, Brian Cummings, Dr. Vincent Marchello, Robert Fazzolari, Claudia Shoro and Alicia Delmont.

**"Knowledge of Seller"** or **"Seller's Knowledge"** or any other similar knowledge qualification, means the actual knowledge of the Key Executives, after reasonable inquiry of employees of Seller and its Subsidiaries having responsibility for the subject matter in question.

**"Law"** means any federal, state or local law (statutory or otherwise), ordinance, regulation, rule, code, constitution, treaty, convention, ruling, administrative opinion, subregulatory requirement or other requirement enacted, adopted, promulgated or applied by or on behalf any Governmental Authority, any Order having the effect of law in any jurisdiction, and applicable common law.

**"Leased Real Property"** has the meaning set forth in **Section 4.08(a)**.

**"Liabilities"** means any debts, liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, monetary or non-monetary, direct or indirect, determined or determinable or any other nature whether due or to become due, and regardless of when asserted or whether it is accrued or required to be accrued or disclosed pursuant to GAAP.

**"Licensed Intellectual Property"** means Intellectual Property licensed to or held for use by Seller or any of its Subsidiaries, but excluding the Purchased Intellectual Property.

**"Line of Business"** has the meaning set forth in the Recitals.

**"Long-Term License"** has the meaning set forth in **Section 6.16(c)**.

(i) those items set forth in **Section 4.08(b)** of the Disclosure Schedules;

(ii) liens for Taxes not yet due and payable as of the Closing Date; or

(iii) mechanics', carriers', workmen's, repairmen's or other like liens arising under Law and incurred in the ordinary course of business consistent with past practice for amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business or the Purchased Assets.

**Section 4.09 Intellectual Property.**

(a) Seller or one of its Subsidiaries exclusively owns (or has the right to use pursuant to an Assigned Contract) all Business Intellectual Property free and clear of any exclusive licenses and Encumbrances other than Permitted Encumbrances. As of the date of this Agreement, the Purchased Intellectual Property is solely and exclusively owned by Seller or one of its Subsidiaries and is subsisting, valid, and has not expired, been cancelled, or abandoned, as applicable. The Business Intellectual Property constitutes all of the Intellectual Property used in or reasonably necessary for the conduct of the Business as currently conducted or proposed to be conducted.

(b) The conduct of the Business as currently conducted and as has been conducted does not and has not infringe(d), misappropriate(d) or otherwise violate(d) the Intellectual Property rights of any Person, nor does the Purchased Intellectual Property owned by Seller nor Seller's products or services infringe, misappropriate or violate any Intellectual Property rights of any Person. Neither Seller nor any of its Affiliates has received any written or, to Seller's Knowledge, oral offer of a license or complaint, claim, demand or notice (i) alleging or implying that it has infringed or misappropriated any Intellectual Property rights of any third party (including any claim that Seller or its Subsidiaries must license or refrain from using any Intellectual Property rights of any third party), or (ii) contesting or seeking to deny or restrict or otherwise concerning the validity, use, ownership, registrability or enforceability of any Business Intellectual Property. To Seller's Knowledge, no Person is infringing, misappropriating or otherwise violating or has infringed, misappropriated or otherwise violated any Purchased Intellectual Property, and no such claims have been made by Seller or any of its Affiliates.

(c) **Section 4.09(c)** of the Disclosure Schedules sets forth a complete and accurate list of all Registered Intellectual Property, indicating for each such item the registration or application number and the applicable filing jurisdiction, and the date of expiration on the use of such item or indication that such use is perpetual.

(d) **Section 4.09(d)** of the Disclosure Schedules identifies each item of material Intellectual Property that is Licensed Intellectual Property, other than commercially available "off the shelf" Software that has not been modified or customized for use by Seller or its Subsidiaries, and lists all Contracts pertaining to Licensed Intellectual Property. Seller has made available to Buyer correct and complete copies of all Contracts pursuant to which Seller or its Subsidiaries have received the right to use such Licensed Intellectual Property (as amended to date).



(e) **Section 4.09(e)** of the Disclosure Schedules lists all Contracts pursuant to which Seller has granted any license or option to any third party with respect to any Business Intellectual Property. With respect to each Contract listed on **Section 4.09(d)** or **Section 4.09(e)** of the Disclosure Schedules, none of Seller, its Subsidiaries or any other party thereto is in material breach or default of, or has repudiated, any provision of the Contract. All such Contracts shall be deemed "*Assigned Contracts*" for purposes of this Agreement.

(f) Seller and its Subsidiaries have taken commercially reasonable actions consistent with industry-standard practice to protect in all material respects the confidentiality, integrity and security of all trade secrets and confidential information stored or contained in the Business Intellectual Property or transmitted thereby from any unauthorized use, access, destruction or modification, and to Seller's Knowledge, no such use, access, destruction or modification has occurred.

(g) Each item of Business Intellectual Property will be owned, licensed and available for use by Buyer on similar terms following the consummation of the transactions contemplated hereby as such items were owned, licensed and available for use to Seller and its Subsidiaries for the operation of the Business as operated prior to the consummation of the transactions contemplated hereby.

(h) Seller and its Subsidiaries have sufficient rights to use all Software, middleware and systems, information technology equipment, and associated documentation used or held for use in connection with the operation of the Business (the "*Business IT Assets*"), all of which rights shall survive unchanged following the consummation of the transactions contemplated hereby. The Business IT Assets operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required in connection with the operation of the Business. The Business IT Assets have not malfunctioned or failed in the past three (3) years, except for malfunctions or failures that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

#### Section 4.10 **Legal Proceedings; Orders.**

(a) There are no Actions pending or, to Seller's Knowledge, threatened against (including by any public authority) or by Seller or any of its Subsidiaries (i) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin, restrain, prohibit or otherwise delay the execution and delivery by Seller of this Agreement or the consummation of the transactions contemplated hereby. There is not currently, and in the past three (3) years there has not been, any Action against Seller or its Subsidiaries or relating to Seller, its Subsidiaries or the Business that is, or was, not fully covered by Seller's insurance policies (subject to any applicable deductible).

(b) There are no outstanding Orders or consent decrees or other similar agreements, to the Knowledge of Seller no such Order or consent decree or other similar agreement is threatened, and there are no unsatisfied judgments, penalties or awards against, relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities. Neither Seller nor its Subsidiaries is subject to any outstanding Order which would reasonably be

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

SELLER:

NEW YORK STATE CATHOLIC  
HEALTH PLAN, INC.

By: Patrick J. Frawley  
Name: REV. PATRICK J. FRAWLEY  
Title: CHIEF EXECUTIVE OFFICER

BUYER:

CENTENE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

[ASSET PURCHASE AGREEMENT SIGNATURE PAGE]

TRADEMARK  
REEL: 006658 FRAME: 0289

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

SELLER:

NEW YORK STATE CATHOLIC  
HEALTH PLAN, INC.

By: \_\_\_\_\_  
Name:  
Title:

BUYER:

CENTENE CORPORATION

By: \_\_\_\_\_  
Name: JESSE HUNTER  
Title: EVP



Project Panorama  
Asset Purchase Agreement

TRADEMARK  
REEL: 006658 FRAME: 0290

**Section 4.09(c)**

Registered Intellectual Property

1. Trademarks

Mark	Jurisdiction	Status/Date
FIDELIS RN: 3775057 SN: 76694881	US	Registered on April 13, 2010
FIDELIS CARE RN: 3633561 SN: 76694050 Disclaimer: "CARE"	US	Registered on June 9, 2009
FIDELIS CARE and Design     RN: 3633569 SN: 76694318	US	Registered on June 9, 2009
FIDELISAURUS RN: 4611017 SN: 86015131	US	Registered on September 23, 2014
Lunchology RN: 5195400 SH: 87181472	US	Registered on May 2, 2017

2. The following Internet domain name registrations:

Domain Name	Expiration Date	Registrant Name or Organization
fidelifcare.com	09/15/2017	Fidelis Care New York 480 CrossPoint Parkway Getzville, NY 14068 Fidelis.it.licensing@fidelifcare.org
fidelifcareers.org	04/30/2018	Fidelis Care New York 480 CrossPoint Parkway Getzville, NY 14068 Fidelis.it.licensing@fidelifcare.org

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