

## **PARENT DISCLOSURE SCHEDULE**

This Parent Disclosure Schedule (this “Parent Disclosure Schedule”) is referred to in, and part of, the Agreement and Plan of Merger (the “Agreement”), dated as of March 26, 2019, by and among Centene Corporation, a Delaware corporation (“Parent”), Wellington Merger Sub I, Inc., a Delaware corporation and a direct, wholly owned Subsidiary of Parent (“Merger Sub I”), Wellington Merger Sub II, Inc., a Delaware corporation and a direct, wholly owned Subsidiary of Parent (“Merger Sub II” and, together with Merger Sub I, “Merger Subs”), and WellCare Health Plans, Inc., a Delaware corporation (the “Company” and, together with Parent and Merger Subs, the “Parties”). Each capitalized term used in this Parent Disclosure Schedule but not otherwise defined herein has the meaning given to such term in the Agreement.

This Parent Disclosure Schedule contains confidential information of the Parent Entities that is furnished to the Company subject to the Company’s obligations set forth in the Confidentiality Agreement.

This Parent Disclosure Schedule is subject to Section 8.14(k) of the Agreement. This Parent Disclosure Schedule is qualified in its entirety by reference to the Agreement and is not intended to constitute, and shall not be construed as constituting, any representation, warranty or covenant of Parent or Merger Subs, except as and to the extent provided in the Agreement. Nothing set forth in this Parent Disclosure Schedule shall be deemed to broaden the representations, warranties or covenants contained in the Agreement.

The inclusion of any information in this Parent Disclosure Schedule shall not be deemed an admission or acknowledgment by Parent or Merger Subs that such information (or any non-disclosed item or information of comparable or greater significance) is material to any Parent Entity, or has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect or is outside the ordinary course of business, or define any other term or establish any other standard set forth in the Agreement. The inclusion of any information, item or other disclosure in this Parent Disclosure Schedule shall not be construed as an admission of any liability or obligation of any Parent Entity with respect to any third Person.

Certain matters are listed in this Parent Disclosure Schedule for informational purposes only and may not be required to be listed herein by the terms of the Agreement. Such additional matters do not necessarily include other matters of a similar nature.

In disclosing this information, the Parent Entities expressly do not waive any attorney–client privilege or other applicable privilege associated with such information or any protection afforded by the work–product doctrine with respect to any of the matters disclosed or discussed herein.

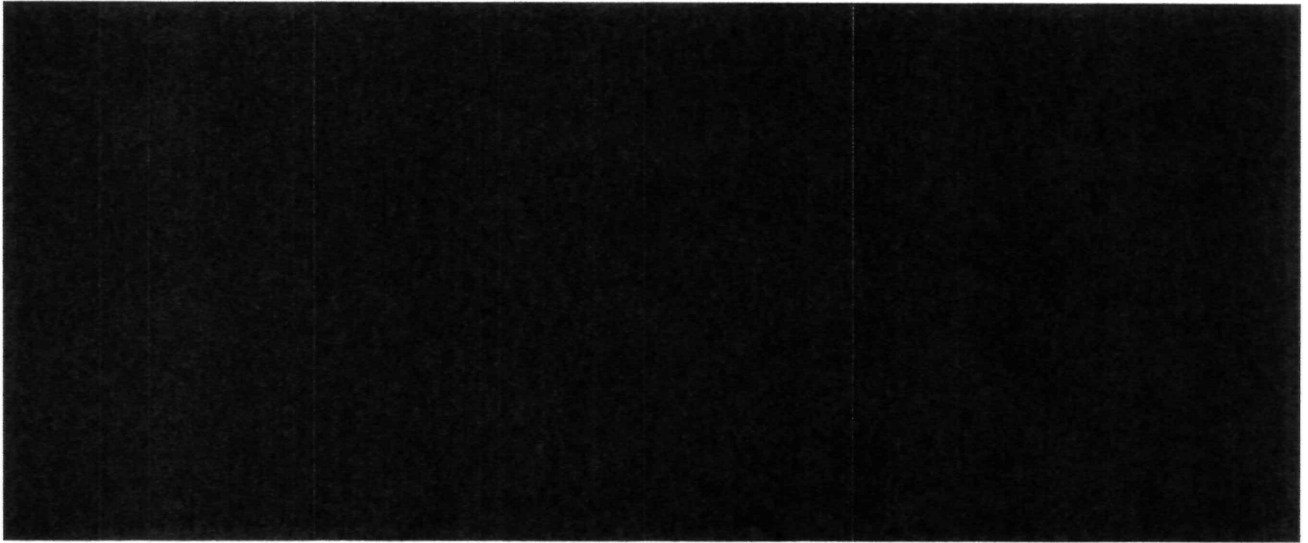
Headings have been inserted in this Parent Disclosure Schedule for convenience of reference only and shall not affect in any way the construction or interpretation of this Parent Disclosure Schedule or the Agreement.

Section 4.2 – Parent and Merger Subs Capitalization; Operations of Merger Subs

(d)

1. Registration Rights Agreement, dated as of February 21, 2018, by and between Parent and Michael Pinkert.
2. Registration Rights Agreement, dated as of February 23, 2018, by and between Parent and CMG Holding Company, LLC.
3. Merger Agreement and Plan of Reorganization, dated as of February 26, 2018, by and among RGA International Corporation, the “Founders” listed therein, Fortis Advisors LLC, Parent and Ion Merger Sub, Inc., a wholly owned Subsidiary of Parent.
4. Stockholders Agreement, dated as of March 12, 2018 by and among Patriots Holding Co., a wholly owned Subsidiary of Parent, Parent, RxAdvance Corporation, the RxAdvance Corporation stockholders party thereto and Shareholder Representative Services LLC.

Section 4.10 – Labor Matters



Section 4.16 – Broker’s Fees

1. Evercore Group L.L.C.
2. J.P. Morgan Securities LLC.

Section 5.2 – Parent Conduct of Business Prior to the First Effective Time

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## Section 8.15 – Definitions

(a)

### Knowledge

1. Michael Neidorff
2. Jeffrey Schwaneke
3. Jesse Hunter
4. Keith Williamson
5. Christopher Isaak
6. Mark Brooks

### Parent Wiring Instructions

