

**RESTATED MANAGEMENT SERVICES AGREEMENT**

THIS RESTATED MANAGEMENT SERVICES AGREEMENT (this "*Agreement*"), dated as of December 21, 2015, is by and between [REDACTED] HEALTH INCORPORATED, having its offices at 441 Ninth Avenue, New York, NY 10001 ("*GHI*"), and G [REDACTED], INC., having its offices at 15 West 65th Street, New York, NY 10023 ("*G [REDACTED]*") (with GHI and GuildNet each a "*party*" and collectively the "*parties*"), and is effective as of the Effective Date (as defined below).

**RECITALS**

WHEREAS, GuildNet is currently licensed by the State of New York to operate a Managed Long Term Care Plan ("*MLTCP*"), a Fully Integrated Dual Advantage plan ("*FIDA*"), and a Medicaid Advantage Plus plan ("*MAP*") (collectively, the "*GuildNet Plans*" or the "*Plans*") in the following New York Counties: the Bronx, New York, Kings, Queens, Richmond, Westchester, Nassau and Suffolk (the "*Service Area*"), pursuant to those certain contracts between the New York State Department of Health ("*SDOH*"), the Centers for Medicare and Medicaid Services ("*CMS*") and GuildNet (collectively, the "*SDOH Contracts*");

WHEREAS, GHI and GuildNet are parties to a Management Services Agreement, effective as of January 28, 2008, as amended (the "*Management Services Agreement*"), pursuant to which GHI (or an Affiliate) (reference herein to "*GHI*" includes its Affiliates, including without limitation, HIP Health Plan of New York d/b/a Emblem Health ("*HIP*"), EmblemHealth Services, Inc. ("*EHS*") and EmblemHealth, Inc. ("*Emblem*")) provides certain management services in connection with GuildNet's operation of the GuildNet Plans;

WHEREAS, GHI or the Affiliate operating an MLTCP or MAP (collectively, the "*Emblem Plans*") or FIDA is currently licensed by the State of New York to operate such Emblem Plan or FIDA;

WHEREAS, GuildNet, HIP and Emblem are entering into an agreement (the "*Asset Purchase Agreement*") pursuant to which HIP shall transfer to GuildNet all of its goodwill in regard to its membership under the Emblem Plans and the books, records, financial data and information reasonably necessary for GuildNet to utilize such goodwill from the Emblem Plans, and which requires GuildNet and GHI to restate the Management Services Agreement; and

WHEREAS, GuildNet desires to continue to retain GHI, and GHI wishes to continue to be retained, to provide certain management services in connection with GuildNet's operation of the GuildNet Plans (the "*Services*"), in accordance with the GuildNet Plans, the terms and conditions of this Agreement, and the requirements of 10 NYCRR Part 98-1.11, as applicable; and

WHEREAS, the parties desire to restate the Management Services Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the parties agree as follows: