

LOAN AND CONTRIBUTION AGREEMENT

Blue Cross & Blue Shield United of Wisconsin, a Wisconsin insurance corporation (“Lender/Contributor”), in consideration for the Borrower/Recipient’s agreement to receive and administer stock in accordance with the terms of the Commissioner of Insurance Order dated March 28, 2000, hereby agrees with Wisconsin United for Health Foundation, Inc. (“Borrower/Recipient”) as follows:

A. CREDIT FACILITY

1. Credit Facility. Lender/Contributor agrees to lend to Borrower/Recipient, subject to the terms, conditions and limitations hereof, such amounts as Borrower/Recipient from time to time requests, up to a maximum amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) at any time outstanding during the term of this Agreement. Borrower/Recipient may repay any portion or all of the principal amount outstanding hereunder at any time, without premium or penalty, and may thereafter reborrow such sums subject to the same terms, conditions and limitations at any time prior to the termination date of this Agreement.

2. Interest Rate. The principal amount of indebtedness hereunder shall not accrue interest or be subject to interest payments.

3. Requests for Advances. Borrower/Recipient shall make loan requests hereunder in writing, ten (10) days in advance of the requested funding date. Lender/Contributor shall fund advances by check, deposit to a specified account or any other means agreed between the parties.

4. Use of Proceeds. Each advance request hereunder shall be accompanied by a certification by an officer of the Borrower/Recipient that the requested funds are necessary to defray normal operating expenses of the Borrower/Recipient. The certification of an officer of the Borrower/Recipient is conclusive and Lender/Contributor shall have no right to question or dispute the certification.

5. Term of Agreement. Section A of this Agreement shall terminate on the fourth anniversary date hereof, and all outstanding amounts of principal shall be due and payable on such date. Notwithstanding the foregoing, Section A of this Agreement shall earlier terminate, and the maturity of the note shall be accelerated automatically and without notice, on the third (3rd) business day following such date that the Borrower/Recipient shall have received, as a dividend or dividends from Cobalt Corporation or a contribution or contributions from Cobalt Corporation or Blue Cross & Blue Shield United of Wisconsin, or in the aggregate from all three sources after the date hereof (other than distribution of stock pursuant to the plan of conversion), a total of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

In addition, Borrower/Recipient may terminate Section A of this Agreement at any time without penalty upon payment in full of all amounts owing to Lender/Contributor, accompanied by written notice of termination.

SECTION B

OBLIGATION TO CONTRIBUTE

The Lender/Contributor agrees to pay to the Borrower/Recipient, as a contribution, and without any obligation to repay, the amount of One Million Five Hundred Thousand dollars (\$1,500,000.00) on or before February 1, 2002, provided, however, such contribution obligation shall terminate automatically and immediately in the event each of the following occurs:

1. Cobalt declares and pays a five cent (\$0.05) dividend per share to the Borrower/Recipient, resulting in a payment to the Borrower/Recipient of not less than One Million Five Hundred Thousand dollars (\$1,500,000.00); and
2. The Borrower/Recipient receives the dividend payment described in paragraph 1 no later than January 31, 2002.

The Lender/Contributor agrees that time is of the essence, and waives any defenses with respect to its obligation to pay under this section, other than the right of offset set forth below.

GENERAL

1. Governing Law. All of the terms and provisions hereof shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin.

2. Notices. Any notice required or permitted hereunder shall be given as follows:

If to Lender/Contributor:

Blue Cross & Blue Shield United of Wisconsin
401 West Michigan Street
Milwaukee, WI 53203
Attention: Senior Vice President and General Counsel

If to Borrower/Recipient:

Wisconsin United for Health Foundation, Inc.
[address]
Attention:

3. Entire Agreement. This Agreement supersedes all prior discussions and agreements between and among, and contains the sole and entire agreement between the Lender/Contributor and the Borrower/Recipient with respect to the subject matter hereof.
4. Offset. In addition to any other rights granted to the parties hereunder, either party may offset any balance due from one party to the other under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

LENDER/CONTRIBUTOR:

BORROWER/RECIPIENT:

BLUE CROSS & BLUE SHIELD UNITED
OF WISCONSIN

WISCONSIN UNITED FOR HEALTH
FOUNDATION, INC.

By:_____

By:_____