

a California nonprofit public benefit corporation, the Borrower, CaliforniaCare Health Plans, Wellpoint Dental Plan, Wellpoint Pharmacy Plan, Wellpoint Life Insurance Company, Unicare Life Insurance Company and Comprehensive Integrated Marketing Services, Inc, and in the undertakings dated as of July 31, 1997 by and among Wellpoint Health Networks Inc., Wellpoint California Services, Inc. and Blue Cross of California or (v) restrictions and conditions contained in that certain order dated December 27, 1995 of the Georgia Department of Insurance.

Section 6.07 Nature of Business.

The Borrower will not, and will not permit any of its Significant Subsidiaries to, substantively alter the general character of its business from that conducted by such Person as of the Closing Date.

Section 6.08 Advances, Investments and Loans.

The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly lend money or extend credit or make advances to any Person, or purchase or acquire any stock, obligations or securities of, or any other interest in, or make any capital contribution to, or otherwise make an investment in, any Person except for Permitted Investments.

Section 6.09 Restricted Payments.

The Borrower will not, nor will it permit any Subsidiary to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment, except (a) to make dividends payable solely in the same class of capital stock of such Person, (b) to make dividends or other distributions payable to the Borrower or any Subsidiary of the Borrower and (c) other distributions in respect of the capital stock of such Person or the redemption, retirement, purchase or other acquisition of the capital stock of such Person (or any warrant, option or other rights with respect to any shares of capital stock (now or hereafter outstanding) of such Person) if no Default has occurred and is continuing or would result from such action; provided that, unless the Borrower has an "investment grade rating", prior to making or declaring any Restricted Payment in excess of \$50,000,000 under this clause (c), the Borrower shall provide to the Administrative Agent a compliance certificate certifying that prior to and after giving effect to any such action, no Default will exist or be continuing.

ARTICLE VII

EVENTS OF DEFAULT

If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Subsidiary in or in connection with this Agreement or any amendment or modification hereof, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any amendment or modification hereof, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (as to existence of the Borrower), or 5.08 or in Article VI;

(e) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent (given at the request of any Lender) to the Borrower;

(f) the Borrower or any Subsidiary shall fail to make any payment of principal or interest in respect of any Material Indebtedness, when and as the same shall become due and payable (beyond any applicable grace period with respect thereto);

(g) (i) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with the giving of notice if required) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (x) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness or (y) any requirement to repurchase any of the Borrower's Zero Coupon Convertible Subordinated Debentures Due 2019 (the "Securities") on or about July 2, 2002, at the option of any holder thereof, pursuant to and at the purchase price specified in paragraph 6(a) or (b) of the Securities and Section 3.08 of the Indenture dated as of July 22, 1999 between the Borrower and The Bank of New York, as trustee, or any similar requirement to repurchase other debt securities issued by the Borrower after the date of this Agreement or (ii) an Event of Default shall occur and be continuing under the 364-Day Facility;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law

now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Significant Subsidiary shall become unable, admit in writing or fail generally to pay its debts as they become due;

(k) one or more judgments or decrees shall be rendered against the Borrower, any Significant Subsidiary or any combination thereof and the same shall not have been paid, vacated, discharged, stayed or bonded pending appeal within 45 days from the entry thereof that involves in the aggregate a liability (not paid or fully covered by insurance or for which no adequate reserve has been established) of \$25,000,000 or more;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, has resulted in a Material Adverse Effect; or

(m) a Change in Control of the Borrower shall occur;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately (and the Commitments shall terminate), without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of

the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VIII

THE ADMINISTRATIVE AGENT; THE SYNDICATION AGENT

Each of the Lenders and the Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing by the Required Lenders, and (c) except (i) with respect to the information delivered to the Administrative Agent in accordance with Section 4.01 and 5.01 hereof and (ii) as expressly requested by a Lender or as otherwise set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

The Administrative Agent may resign as Administrative Agent upon 30 days' notice to the Lenders. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint from among the Lenders a successor administrative agent for the Lenders which successor administrative agent shall be consented to by the Borrower at all times other than during the existence of an Event of Default (which consent of the Borrower shall not be unreasonably withheld or delayed). If no successor administrative agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrower, a successor administrative agent from among the Lenders. Upon the acceptance of its appointment as successor administrative agent hereunder, such successor administrative agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term "Administrative Agent" shall mean such successor administrative agent and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article and Section 9.03 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement. If no successor administrative agent has accepted appointment as Administrative Agent by the date which is 30 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it

shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

The Syndication Agent, in its capacity as such, shall have no duties or responsibilities, and shall incur no liabilities, under this Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Notices.

Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to the Borrower, to it at WellPoint Health Networks Inc., 1 WellPoint Way, Thousand Oaks, CA 91362, Attention: R. David Kretschmer (Telecopy No. (805) 557-6834);

(b) if to the Administrative Agent, to Bank of America, N.A., Independence Center, 15th Floor, NC1-001-15-04, 101 North Tryon Street, Charlotte, North Carolina 28255, Attn: Agency Services – Elizabeth Garver, Telephone: 704-386-8451, Telecopy: 704-409-0004.

(c) if to the Issuing Bank, to Bank of America, N.A., Independence Center, 15th Floor, NC1-001-15-04, 101 North Tryon Street, Charlotte, North Carolina 28255, Attn: Agency Services – Elizabeth Garver, Telephone: 704-386-8451, Telecopy: 704-409-0004; and

(d) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of

the Administrative Agent, the Issuing Bank and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby, (iv) change Section 2.19(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender or (vi) change or amend Section 2.04 without the consent of the Swingline Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Issuing Bank hereunder without the prior written consent of the Administrative Agent or the Issuing Bank, as the case may be.

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Issuing Bank or any Lender, including the fees and

disbursements of any counsel for the Administrative Agent, the Issuing Bank or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including in connection with any workout, restructuring or negotiations in respect thereof.

(b) The Borrower shall indemnify the Administrative Agent, the Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the actual or proposed use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or the Issuing Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or the Issuing Bank, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or the Issuing Bank in its capacity as such.

(d) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable promptly after written demand therefor.

Section 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that (i) except in the case of an assignment to a Lender, an Affiliate of a Lender, or an Approved Fund with respect thereto, each of the Borrower and the Administrative Agent (and, in the case of an assignment of all or a portion of a Commitment or any Lender's obligations in respect of its LC Exposure, the Issuing Bank) must give their prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed), (ii) except in the case of an assignment to a Lender, an Affiliate of a Lender, an Approved Fund with respect thereto or an assignment of the entire remaining amount of the assigning Lender's Commitment, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent and, after giving effect to such assignment, the assigning Lender and its Affiliates and the Approved Funds with respect to such Lender shall have a Commitment of at least \$5,000,000, except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment, unless each of the Borrower and the Administrative Agent otherwise consents, (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, except that this clause (iii) shall not apply to rights in respect of outstanding Competitive Loans, (iv) such assigning Lender shall simultaneously assign an identical percentage of the loans and commitments of such Lender under the 364-Day Facility to such assignee, (v) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 and (vi) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; provided further that any consent of the Borrower otherwise required under this paragraph shall not be required if an Event of Default under Article VII has occurred and is continuing. Upon acceptance and recording pursuant to paragraph (d) of this Section, from and after the effective date

specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.16, 2.17, 2.18 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(c) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices in Charlotte, North Carolina a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Bank and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

(d) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender may, without the consent of the Borrower, the Administrative Agent or the Issuing Bank, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not,

without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (f) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.16, 2.17 and 2.18 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.16 or 2.18 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.18 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.18(e) as though it were a Lender.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any such pledge or assignment to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such assignee for such Lender as a party hereto.

(h) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPC") of such Granting Lender, identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to Section 2.01, *provided* that (i) nothing herein shall constitute a commitment to make any Loan by any SPC and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by the Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any payment under this Agreement for which a Lender would otherwise be liable, for so long as, and to the extent, the related Granting Lender makes such payment. In furtherance of the foregoing, each party hereto hereby agrees that, prior to the date that is one year and one day after the payment in full of all outstanding senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or similar proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04 or in Section 9.12, any SPC may (i) with notice to, but without the prior written consent of, the Borrower or the Administrative Agent and without paying any processing fee therefore, assign all or a portion of its interests in any Loans to its Granting Lender or to any financial institutions providing liquidity and/or

credit facilities to or for the account of such SPC to fund the Loans made by such SPC or to support the securities (if any) issued by such SPC to fund such Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of a surety, guarantee or credit or liquidity enhancement to such SPC.

Section 9.05 Survival.

All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.16, 2.17, 2.18 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

Section 9.06 Counterparts; Integration; Effectiveness.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.07 Severability.

Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining

provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.08 Right of Setoff.

If an Event of Default in the payment of any obligation under this Agreement shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect

the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.10 WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.11 Headings.

Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12 Confidentiality.

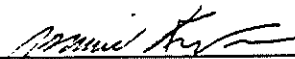
Each of the Administrative Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' and its Approved Funds' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep, and agree to keep, such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent, and only to the extent, required by applicable laws or regulations or by any subpoena or similar legal process, provided that the Person required to disclose such information shall take reasonable efforts (at Borrower's expense) to ensure that any Information so disclosed shall be afforded confidential treatment, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower who is not, to the knowledge of the Administrative Agent, the Issuing Bank or such Lender, under an obligation of confidentiality to Borrower with respect to such Information. For the

purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Borrower.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BORROWER:

WELLPOINT HEALTH NETWORKS INC.,
a Delaware corporation

By: 
Name: R. David Kretschmer
Title: Vice President, Treasurer

[signature pages continue]

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By:

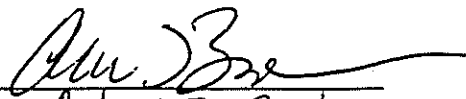
Name: Joseph L. Corah

Title: Principal

[signature pages continue]

SYNDICATION AGENT:

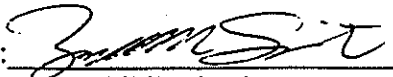
JPMORGAN, A DIVISION OF CHASE
SECURITIES, INC.

By: 
Name: Andrew T. Brode
Title: V.P.

[signature pages continue]


LENDERS:

THE INDUSTRIAL BANK OF JAPAN, LIMITED

By: 
Name: Yoshihiko Sugita
Title: SVP & DGM

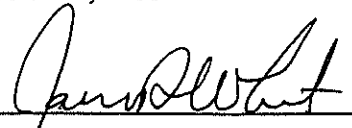
[signature pages continue]

THE CHASE MANHATTAN BANK

By: 
Name: Dawn Lee Lum
Title: Vice President

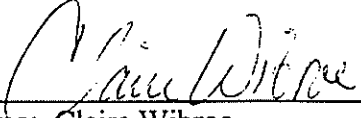
[signature pages continue]

BANK ONE, N.A.

By: 
Name:
Title: Director

[signature pages continue]

CITICORP USA, INC.

By: 
Name: Claire Wibroe
Title: Vice President

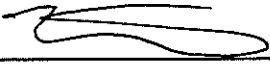
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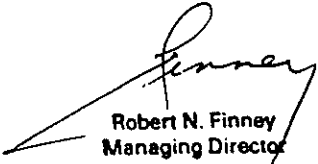
MELLON BANK, N.A.

By: Lorie S. Moorhead
Name: Lorie S. Moorhead
Title: AVP

[signature pages continue]


CREDIT SUISSE FIRST BOSTON

By: 
Name: WILLIAM S. LUTKINS
Title: VICE PRESIDENT


Robert N. Finney
Managing Director

[signature pages continue]

THE BANK OF NEW YORK

By: 
Name: Rebecca K. Levine
Title: Vice President

[signature pages continue]

SUNTRUST BANK

By: W. Brooks Hubbard
Name: W. Brooks Hubbard
Title: V.P.

[signature pages continue]

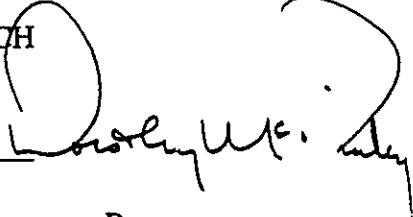
UBS AG, STAMFORD BRANCH

By: 

Name:


Title:

Wilfred V. Saint
Associate Director
Banking Products
Services, US

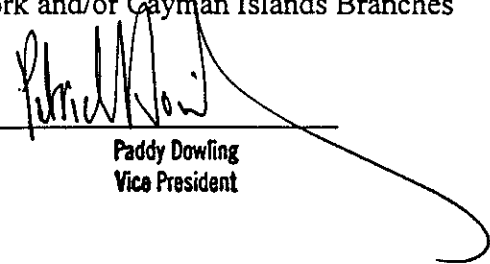

Dorothy L. McKinley
Director
Banking Products
Services, US

[signature pages continue]

DEUTSCHE BANK AG
New York and/or Cayman Islands Branches

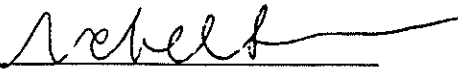
By: 
Name: **SCOTTIE D. LINDSEY**
Title: **Vice President**

DEUTSCHE BANK AG
New York and/or Cayman Islands Branches

By: 
Name: **Paddy Dowling**
Title: **Vice President**

[signature pages continue]

LEHMAN COMMERCIAL PAPER INC.

By: 
Name: Michele Swanson
Title: Authorized Signatory

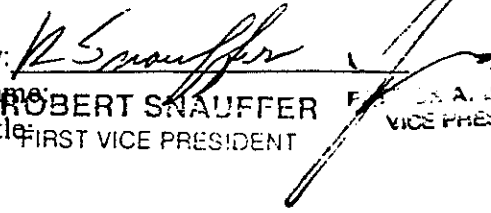
[signature pages continue]

WACHOVIA BANK, N.A.

By: M. Eugene Wood
Name: M. Eugene Wood, III
Title: Senior Vice President

[signature pages continue]

KBC BANK, N.V.

By: 
Name: ROBERT SNAUFFER F. A. J.
Title: FIRST VICE PRESIDENT VICE PRESIDENT


[signature pages continue]

FLEET NATIONAL BANK

By: Carol Castle
Name: Carol Castle
Title: Director

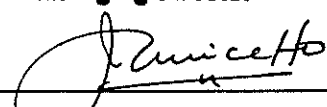
[signature pages continue]

BNP PARIBAS

By:  _____

Name:

Title: **C. Bettles**
Managing Director


By:  _____

Name: **Janice S. H. Ho**

Title: **Director**

[signature pages continue]

THE SUMITOMO BANK, LIMITED

By: 
Name: AL GALLUZZO
Title: SENIOR VICE PRESIDENT

[signature pages continue]

SOCIETE GENERALE

By: Richard Bernal

Name:

Title:

RICHARD BERNAL
Director
Corporate Banking.

THE SANWA BANK, LIMITED

By: *Toshiko Boyd*
Name: Toshiko Boyd
Title: Vice President

[signature pages continue]

CREDIT LYONNAIS NEW YORK BRANCH

By: CH Heidsieck
Name: CHARLES H. HEIDSIECK
Title: SVP

[signature pages continue]

BANCA DI ROMA

By: 

Name: Luca Balestra (#25050)

Title: Senior Vice President and Manager

By: 

Name: Richard G. Dietz (# 97271)

Title: Vice President

SCHEDULE 2.01

**COMMITMENTS
(Five Year Credit Agreement)**

Lender	Commitment Amount	Commitment Percentage
Bank of America, N.A.	\$52,500,000	7.000000000%
The Chase Manhattan Bank	\$52,500,000	7.000000000%
The Industrial Bank of Japan, Limited	\$45,000,000	6.000000000%
Bank One, N.A.	\$45,000,000	6.000000000%
Citicorp USA, Inc.	\$45,000,000	6.000000000%
Mellon Bank, N.A.	\$37,500,000	5.000000000%
Credit Suisse First Boston	\$37,500,000	5.000000000%
The Bank of New York	\$37,500,000	5.000000000%
SunTrust Bank	\$37,500,000	5.000000000%
UBS AG, Stamford Branch	\$37,500,000	5.000000000%
Deutsche Bank AG	\$37,500,000	5.000000000%
Lehman Commercial Paper Inc.	\$37,500,000	5.000000000%
Wachovia Bank, N.A.	\$37,500,000	5.000000000%
KBC Bank, N.V.	\$37,500,000	5.000000000%
Fleet National Bank	\$31,875,000	4.250000000%
BNP Paribas	\$31,875,000	4.250000000%
The Sumitomo Bank, Limited	\$26,250,000	3.500000000%
Societe Generale	\$26,250,000	3.500000000%
The Sanwa Bank Limited	\$18,750,000	2.500000000%
Credit Lyonnais New York Branch	\$18,750,000	2.500000000%
Banca Di Roma	\$18,750,000	2.500000000%
Total:	\$750,000,000.00	100.000000000%

SCHEDULE 3.06

Disclosed Matters

1. In June 2000, the California Medical Association filed a lawsuit in US District Court in San Francisco against the Company's subsidiary Blue Cross of California alleging, among other things violations of the Racketeering Influenced and Corrupt Organizations Act. In August 2000, the Company was added as a party to *Shane v. Humana*, a class action lawsuit brought on behalf of health care providers nationwide alleging similar claims. In March 2001, the plaintiffs in the California Medical Association lawsuit filed an amended complaint. Alleging, among other things, violations of Section 17200 of the California Business and Professional Code. These lawsuits are discussed more fully in the Company's Annual Report on Form 10-K for the year ended December 31, 2000.

SCHEDULE 6.02

Subsidiary Indebtedness

1. Standby Letter of Credit in the amount of \$500,000 issued by Wachovia Bank to the Company's subsidiary, Cerulean Companies, Inc.
2. \$5,500,000 line of credit evidenced by Promissory Note, dated May 25, 1995, and related LIBOR Option Addendum, dated May 25, 1995, from Blue Cross/Blue Shield of Georgia, Inc. to Bank South, N. A.
3. See also Schedule 6.07.

SCHEDULE 6.03

Liens

None

SCHEDULE 6.08

Investments

1. Company has entered into a Series A Preferred Stock Purchase Agreement and Note Purchase Agreement with MedUnite Inc. and the other parties named therein regarding the acquisition of Series A Preferred Stock, Common Stock and indebtedness of MedUnite Inc.

2. The Company has acquired 119,217 shares of the Series D Preferred Stock of Channel Point, Inc. pursuant to a Series D Preferred Stock Purchase Agreement dated as of September 14, 1999.

3. The Company has acquired 750,000 shares of the Common Stock of drugstore.com and, pursuant to an Agreement dated as of June 23, 2000, may receive in the future shares of Common Stock valued at an amount up to \$10,000,000.

4. The Company has previously entered into a letter of intent with RealMed Inc. , regarding a pilot project and pursuant to which WellPoint would acquire or be granted RealMed Common Stock or warrants to acquire such Common Stock.

5. The Company has received warrants to purchase up to an aggregate of 19.9% of the outstanding Common Stock of Medix Corporation.

6. The Company's subsidiary Blue Cross of California owns an equity interest in emphiSOURCE, Inc.

7. The Company owns a 50% interest in IdaCare, Inc.

8. The Company has purchased or committed to purchase limited partnership interests in the following entities: Pacific Venture Group II, L. P., MTS Partners, LP, Welsh, Carson, Anderson and Stowe IX L. P., Essex Woodlands Health Ventures Fund V and CB Healthcare Fund, L. P.

9. The Company has acquired Series C Preferred Stock of EHealthInsurance Services, Inc.

10. The Company or its wholly owned subsidiaries has a 50% equity interest in of each MCS Health Management Options, Inc. ("MCS-HMO") and The Industry MSO, Inc. The Company and its wholly owned subsidiary, UNICARE National Services, Inc., have agreed under certain circumstances to guarantee a contribution to MCS-HMO of up to 80% of any amount necessary to increase its capital to meet minimum regulatory capital requirements, provided that the amount of the guarantee does not exceed 80% of a premium to capital ratio of 12 to 1.

11. The Company has made various loans to health care provider groups in the aggregate amount of \$10,916,895.

Exhibit A

FORM OF ASSIGNMENT AND ACCEPTANCE

Reference is made to that certain [Five Year Credit Agreement] [364-Day Credit Agreement], dated as of March 30, 2001 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined), among WellPoint Health Networks Inc. (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

The assignor identified on the signature page hereto (the "Assignor") and the assignee identified on the signature page hereto (the "Assignee") agree as follows:

1. (a) Subject to paragraph 11, effective as of the date specified on Schedule 1 hereto (the "Effective Date"), the Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, the interest described on Schedule 1 hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement.

(b) From and after the Effective Date, (i) the Assignee shall be a party under the Credit Agreement and will have all the rights and obligations of a Lender for all purposes under the Credit Agreement to the extent of the Assigned Interest and be bound by the provisions thereof, and (ii) the Assignor shall relinquish its rights and be released from its obligations under the Credit Agreement to the extent of the Assigned Interest. The Assignor and/or the Assignee, as agreed by the Assignor and the Assignee, shall deliver, in immediately available funds, any applicable assignment fee required under Section 9.04(b) of the Credit Agreement.
2. On the Effective Date, the Assignee shall pay to the Assignor, in immediately available funds, an amount equal to the purchase price of the Assigned Interest as agreed upon by the Assignor and the Assignee.
3. From and after the Effective Date, the Administrative Agent shall make all payments under the Credit Agreement and the Notes, if any, in respect of the Assigned Interest (including all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Credit Agreement and such Notes, if any, for periods prior to the Effective Date directly between themselves.
4. The Assignor represents and warrants to the Assignee that:
 - (a) The Assignor is the legal and beneficial owner of the Assigned Interest, and the Assigned Interest is free and clear of any adverse claim;
 - (b) the Assigned Interest listed on Schedule 1 accurately and completely sets forth the outstanding principal amount of all Loans (and the amount of the Commitment of the Assignor) relating to the Assigned Interest as of the Effective Date;
 - (c) it has the power and authority and the legal right to make, deliver and perform, and has taken all necessary action, to authorize the execution, delivery and performance of this Assignment and Acceptance, and any and all other documents delivered by it in connection herewith and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment and Acceptance and the Credit Agreement, and no consent or authorization of,

filing with, or other act by or in respect of any Governmental Authority, is required in connection in connection herewith or therewith; and

(d) this Assignment and Acceptance constitutes the legal, valid and binding obligation of the Assignor.

The Assignor makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any of its Affiliates or the performance by the Borrower or any of its Affiliates of its respective obligations under the Credit Agreement, and assumes no responsibility with respect to any statements, warranties or representations made under or in connection with any Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Credit Document other than as expressly set forth above.

5. The Assignee represents and warrants to the Assignor and the Administrative Agent that:

(a) it has the full power and authority and the legal right to make, deliver and perform, and has taken all necessary action, to authorize the execution, delivery and performance of this Assignment and Acceptance, and any and all other documents delivered by it in connection herewith and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment and Acceptance and the Credit Agreement, and no consent or authorization of, filing with, or other act by or in respect of any Governmental Authority, is required in connection in connection herewith or therewith;

(b) this Assignment and Acceptance constitutes the legal, valid and binding obligation of the Assignee;

(c) under applicable Laws no tax will be required to be withheld by the Administrative Agent or the Borrower with respect to any payments to be made to the Assignee hereunder or under any Credit Document, and unless otherwise indicated in the space opposite the Assignee's signature below, no tax forms described in Section 2.18 of the Credit Agreement are required to be delivered by the Assignee; and

(d) the Assignee has received a copy of the Credit Agreement, together with copies of the most recent financial statements of the Borrower delivered pursuant thereto, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance. The Assignee has independently and without reliance upon the Assignor or the Administrative Agent and based on such information as the Assignee has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Acceptance. The Assignee will, independently and without reliance upon the Administrative Agent or any Lender, and based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement.

6. The Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto.

7. If either the Assignee or the Assignor desires a Note to evidence its Loans, it shall request the Administrative Agent to procure a Note from the Borrower.

8. The Assignor and the Assignee agree to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Assignment and Acceptance.

9. This Assignment and Acceptance shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that the Assignee shall not assign its rights or obligations hereunder without the prior written consent of the Assignor and any purported assignment, absent such consent, shall be void.

10. This Assignment and Acceptance may be executed by facsimile signatures with the same force and effect as if manually signed and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the state of New York.

11. The effectiveness of the assignment described herein is subject to:

(a) if such consent is required by the Credit Agreement, receipt by the Assignor and the Assignee of the consent of the Administrative Agent and/or the Borrower to the assignment described herein. By delivering a duly executed and delivered copy of this Assignment and Acceptance to the Administrative Agent, the Assignor and the Assignee hereby request any such required consent and request that the Administrative Agent register the Assignee as a Lender under the Credit Agreement effective as of the Effective Date; and

(b) receipt by the Administrative Agent of (or other arrangements acceptable to the Administrative Agent with respect to) any applicable assignment fee referred to in Section 9.04(b) of the Credit Agreement and any tax forms required by Section 2.18(d) of the Credit Agreement.

By signing below, the Administrative Agent agrees to register the Assignee as a Lender under the Credit Agreement, effective as of the Effective Date with respect to the Assigned Interest, and will adjust the Register to reflect the assignment of the Assigned Interest.

12. Attached hereto as Schedule 2 is all contact, address, account and other administrative information relating to the Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers.

Assignor:

[Name of Assignor]

By: _____

Name:

Title:

Assignee:

[Name of Assignee]

Tax forms required by
Section 2.18 of the Credit Agreement
included

By: _____

Name:

Title:

*In accordance with and subject to Section 9.4(b) of the
Credit Agreement, the undersigned consent to the
foregoing assignment as of the Effective Date:*

WELLPOINT HEALTH NETWORKS INC.

By: _____

Name:

Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name:

Title:

SCHEDULE 1 TO ASSIGNMENT AND ACCEPTANCE

THE Assigned Interest

Effective Date: _____

- (i) Principal amount of Commitment Assigned: \$ _____
- (ii) Principal amount of outstanding Loans assigned: \$ _____

SCHEDULE 2 TO ASSIGNMENT AND ACCEPTANCE

Administrative DETAILS

(Assignee to list names of credit contacts, addresses, phone and facsimile numbers, electronic mail addresses and account and payment information)

Exhibit B

See attached.

GIBSON, DUNN & CRUTCHER LLP
LAWYERS

A REGISTERED LIMITED LIABILITY PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3197

(213) 229-7000

TELEX: 674930 GIBTRASK LSA

FACSIMILE: (213) 229-7520

DALLAS
2100 MCKINNEY AVENUE
DALLAS, TEXAS 75201-8911

DENVER
1801 CALIFORNIA STREET
DENVER, COLORADO 80202-2641

NEW YORK
200 PARK AVENUE
NEW YORK, NEW YORK 10168-0103

WASHINGTON
1080 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036-6208

PARIS
166 RUE DU FAUBOURG SAINT HONORE
75008 PARIS, FRANCE

LONDON
30/33 PALL MALL
LONDON SW1Y 6LP

OUR FILE NUMBER

C97721-00020

March 30, 2001

JAS. A. GIBSON, 1882-1922
W. E. DUNN, 1881-1928
ALBERT CRUTCHER, 1880-1931

CENTURY CITY
2029 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067-3026

GRANDE COUNTY
& PARK PLAZA
IRVINE, CALIFORNIA 92614-8587

SAN FRANCISCO
ONE MONTGOMERY STREET, TELESIS TOWER
SAN FRANCISCO, CALIFORNIA 94104-6508

PALO ALTO
1830 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1126

WRITER'S DIRECT DIAL NUMBER

(213) 229-7000

Each of the Lenders party
to the Credit Agreement referenced
below

Bank of America, N.A., as Agent
for the Lenders party to the Credit
Agreement referred to below
Independence Center, 15th Floor
101 North Tryon Street
Charlotte, North Carolina 28255

Re: WellPoint Health Networks Inc.
Five Year Credit Agreement dated as of March 30, 2001

Ladies and Gentlemen:

We have acted as counsel to WellPoint Health Networks Inc., a Delaware corporation (the "Company"), in connection with the preparation of that certain Credit Agreement (\$750,000,000 Five Year Revolving Credit and Competitive Advance Facility) dated as of March 30, 2001 (the "Credit Agreement") by and among the Company, certain lenders (the "Lenders"), and Bank of America, N.A., as Agent (the "Agent") and a Lender thereunder.

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The opinions set forth herein are provided to the Agent and the Lenders pursuant to Section 4.01(b) of the Credit Agreement. Each capitalized term used and not defined herein has the meaning assigned to that term in the Credit Agreement.

We have assumed with your permission that:

- a) The signatures on all documents examined by us are genuine, all individuals executing such documents had all requisite legal capacity and competency and were duly authorized, the documents submitted to us as originals are authentic and the documents submitted to us as certified or reproduction copies conform to the originals;
- b) The Company is validly existing and in good standing under the laws of the State of Delaware and is qualified and in good standing as a foreign Person under the laws of the State of California;
- c) Each of the parties to the Credit Agreement has all requisite power and authority to execute, deliver and perform its obligations under the Credit Agreement;
- d) The execution and delivery of the Credit Agreement by each of the parties thereto and the performance of each of their respective obligations thereunder have been duly authorized by all necessary action;
- e) The Credit Agreement has been duly executed and delivered by each of the parties signatory thereto;
- f) The execution and delivery of the Credit Agreement by each of the parties (other than the Company) signatory thereto does not violate any law, regulation, order, judgment or decree applicable to such party, and the Credit Agreement is the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms;
- g) There are no agreements or understandings between or among the Agent, the Lenders (together with the Agent, the "Lender Parties"), the Company or third parties that would expand, modify or otherwise affect the terms of the Credit Agreement or the respective rights or obligations of the parties thereunder; and
- h) Each Lender Party is (i) a national bank, (ii) a California bank, (iii) a foreign (other state) bank, (iv) a foreign (other nation) bank that has assets at least equal to \$100 million, is licensed to maintain an office in California, is licensed or otherwise authorized by another state to maintain an agency or

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branch office in that state, or which maintains a federal agency or federal branch in any state, or (v) a subsidiary of a bank holding company with the meaning of Chapter 17 of Title 12 of the United States Code and, as a result of provisions of the Financial Code of the State of California, is a lender exempt from the restrictions of Section 1 of Article XV of the Constitution of the State of California relating to rates of interest upon loans or forbearances.

In rendering the opinions set forth herein, we have made such inquiries and examined, among other things, originals or copies, certified or otherwise identified to our satisfaction, of such records, agreements, certificates, instruments and other documents as we have considered necessary or appropriate in connection herewith. As to certain factual matters, we have relied upon the representations and warranties of the Company in the Credit Agreement, certificates of officers of the Company or certificates obtained from public officials.

Except as expressly stated otherwise herein, whenever an opinion herein with respect to the existence or absence of facts is stated to be to the best of our knowledge, such statement is intended to signify that, during the course of our representation of the Company, as herein described, no information has come to the attention of the lawyers working on the transactions contemplated by the Credit Agreement that would give us actual knowledge of facts contrary to the existence or absence of the facts indicated. However, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of the Company or any affiliate thereof.

Based on the foregoing and in reliance thereon, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that:

1. The Credit Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.
2. The execution, delivery and performance by the Company of the Credit Agreement, do not and will not violate, or require any authorization, consent, waiver or approval of any governmental authority or regulatory body of the State of California or the State of New York or the United States of America or the State of California or the State of New York or the United States of America under, any law or regulation of the State Company that, in our experience, is generally applicable to transactions in the nature of those contemplated by the Credit Agreement, except for such filings as may be required under applicable securities laws.
3. To the best of our knowledge, except for the Disclosed Matters, there is no action, suit or proceeding pending or threatened against the Company of the nature

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described in Section 3.06(a) of the Credit Agreement or in which an injunction or order has been entered preventing or adversely affecting consummation of the transactions that are contemplated by the Credit Agreement to be consummated by the Company on the Closing Date.

The foregoing opinions are subject to the following exceptions, qualifications and limitations:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of California, the State of New York and the United States of America. We have not examined the question of what law would govern the interpretation or enforcement of the Credit Agreement and our opinion is based on the assumption that the internal laws of either the State of New York or the State of California, and the laws of the United States of America, would govern the provisions of such agreements and the transactions contemplated thereby. This opinion is limited to the effect of the present state of the laws of the State of California, the State of New York, and the United States of America and the facts as they presently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

B. Our opinion set forth in paragraph 1 is subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors rights generally (including, without limitation, the effect of statutory or other laws regarding fraudulent transfers or preferential transfers) and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies.

C. We express no opinion as to the legality, validity, binding nature or enforceability (i) of provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws or due to the negligence or willful misconduct of the indemnified party, (ii) of any provision of the Credit Agreement insofar as it provides for the payment or reimbursement of costs and expenses or for claims, losses or liabilities in excess of a reasonable amount determined by any court or other tribunal or (iii) regarding any Lender Party's ability to collect attorneys fees and costs in an action involving the Credit Agreement if the Lender Party is not the prevailing party in such action (we call your attention that, under California law, where a contract permits one party thereto to recover attorneys fees, the prevailing party in any action to enforce any provision of the contract shall be entitled to recover its reasonable attorneys fees).

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D. We express no opinion with respect to the legality, validity, binding nature or enforceability of (i) any waiver of unknown future rights or any waiver of rights existing, or duties owed, that is broadly or vaguely stated or does not describe the right or duty purportedly waived with reasonable specificity, (ii) any waivers or consents (whether or not characterized as a waiver or consent in the Credit Agreement) relating to the rights of the Company or duties owing to it existing as a matter of law, including, without limitation, waivers of the benefits of statutory or constitutional provisions, to the extent such waivers or consents may be found by a court to be against public policy or which are ineffective pursuant to California or New York statutes and judicial decisions, (iii) provisions in the Credit Agreement that may be construed as imposing penalties or forfeitures or (iv) any rights of setoff (other than such as are provided by Section 151 of the Debtor and Creditor Law of the State of New York or Section 3054 of the Civil Code of the State of California, in each case, as interpreted by applicable judicial decisions).

E. We express no opinion with respect to the legality, validity, binding nature or enforceability of any provision of the Credit Agreement (i) to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to any other right or remedy, that the election of some particular remedy does not preclude recourse to one or more others or that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of any such right or remedy or (ii) requiring written amendments or waivers of such documents insofar as it suggests that oral or other modifications, amendments or waivers could not be effectively agreed upon by the parties or that the doctrine of promissory estoppel might not apply.

F. We express no opinion as to (i) any provision in the Credit Agreement waiving the right to object to venue in any court; (ii) any consent or agreement to submit to the jurisdiction of any court; or (iii) any waiver of the right to jury trial.

G. In rendering our opinions expressed in paragraph 2, (i) while we advise you that (subject to the other assumptions, exceptions, qualifications and limitations herein) the Credit Agreement may be performed in a manner that does not result in a violation, or require any authorization, consent, waiver or approval, in each case, as described therein, we express no opinion as to whether the actual performance of the terms and provisions of the Credit Agreement after the date hereof will not result in a violation or require any authorization, consent, waiver or approval and (ii) we express no opinion with respect to the applicability or effect of any HMO Regulations or Insurance Regulations.

H. Our opinion in paragraph 3 is based solely upon inquiry of the Gibson, Dunn & Crutcher LLP lawyers who have billed time to the Company during the last three months and factual certificates of the Company delivered in connection herewith.

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I. We express no opinion as to the applicability to, or the effect of noncompliance by, any Lender Party with any state or federal laws applicable to the transactions contemplated by the Credit Agreement because of the nature of the business of such Lender Party.

This opinion is rendered to the Lender Parties in connection with the Credit Agreement and may not be relied upon by any person other than the Lender Parties or by the Lender Parties in any other context, provided that the Lender Parties may provide this opinion (i) to bank examiners and other regulatory authorities should they so request in connection with their normal examinations, (ii) to the independent auditors and attorneys of the Lender Parties, (iii) pursuant to order or legal process of any court or governmental agency, (iv) in connection with any legal action to which any Lender Party is a party arising out of the transactions contemplated by the Credit Agreement, or (v) to the proposed assignee of or participant in the interest of any Lender Party under the Credit Agreement information (and potential permitted assignees of Lender Parties who become Lender Parties may rely on this opinion as if it were addressed to them (provided that such delivery shall not constitute a re-issue or reaffirmation of this opinion as of any date after the date hereof)). This opinion may not be quoted without the prior written consent of this Firm.

Very truly yours,

Gibson, Dunn & Crutcher LLP

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