

**ARTICLE 3**  
**Covenants of the Company**

Section 3.1. *Payment of Principal and Interest.* The Company covenants and agrees for the benefit of each particular Series of Securities that it will duly and punctually pay or cause to be paid the principal of, and interest on, each of the Securities of such Series in accordance with the terms of the Securities of such Series and this Indenture.

Section 3.2. *Offices for Payment, Etc.* So long as any of the Securities remain outstanding, the Company will maintain the following for each Series: an office or agency (a) where the Securities may be presented for payment or conversion, (b) where the Securities may be presented for registration of transfer and for exchange as in this Indenture provided, and (c) where notices and demands to or upon the Company in respect of the Securities or of this Indenture may be served. The Company will give to the Trustee written notice of the location of any such office or agency and of any change of location thereof. In case the Company shall fail to so designate or maintain any such office or agency or shall fail to give such notice of the location or of any change in the location thereof, presentations and demands may be made and notices may be served at the Corporate Trust Office. Unless otherwise specified pursuant to Section 2.03, the Trustee is hereby appointed Paying Agent.

Section 3.3. *Paying Agents.* Whenever the Company shall appoint a Paying Agent other than the Trustee with respect to the Securities of any Series, it will cause such Paying Agent to execute and deliver to the Trustee an instrument in which such Agent shall agree with the Trustee, subject to the provisions of this Section,

(a) that it will hold all sums received by it as such Agent for the payment of the principal of or interest on the Securities of such Series (whether such sums have been paid to it by the Company or by any other obligor on the Securities of such Series) in trust for the benefit of the Holders of the Securities of such Series or of the Trustee, and upon the occurrence of an Event of Default and upon the written request of the Trustee, pay over all such sums received by it to the Trustee, and

(b) that it will give the Trustee notice of any failure by the Company (or by any other obligor on the Securities of such series) to make any payment of the principal of or interest on the Securities of such Series when the same shall be due and payable.

The Company will, on or prior to each due date of the principal of or interest on the Securities of such Series, deposit in a timely manner with the Paying Agent a sum sufficient to pay such principal or interest so becoming due, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of any failure to take such action.

If the Company shall act as its own Paying Agent with respect to the Securities of any Series, it will, on or before each due date of the principal of or interest on the Securities of such Series, set aside, segregate and hold in trust for the benefit of the Holders of the Securities of such

Series a sum sufficient to pay such principal or interest so becoming due. The Company will promptly notify the Trustee of any failure to take such action.

Anything in this Section to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a satisfaction and discharge with respect to one or more or all series of Securities hereunder, or for any other reason, pay or cause to be paid to the Trustee all sums held in trust for any such Series by the Company or any Paying Agent hereunder, as required by this Section, such sums to be held by the Trustee upon the trusts herein contained.

Anything in this Section to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section is subject to the provisions of Sections 10.03 and 10.04.

Section 3.4. *Written Statement to Trustee.* The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year of the Company ending after the date hereof, a brief certificate (which need not comply with Section 11.05) from the principal executive, financial or accounting officer of the Company as to his or her knowledge, after due inquiry, of the Company's compliance with all conditions and covenants under the Indenture (such compliance to be determined without regard to any period of grace or requirement of notice provided under the Indenture).

Section 3.5. *Waiver of Certain Covenants.* The Company may omit in any particular instance to comply with any term, provision or condition set forth in Section 3.06 with respect to the Securities of any Series if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Securities of such Series shall either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

Section 3.6. *Limitation on Liens.* The Company will not, and will not permit any Subsidiary to, directly or indirectly, create, incur, assume or permit to exist any Lien on or with respect to any Property of the Company or such Subsidiary or any interest therein or any income or profits therefrom, unless the Securities are secured equally and ratably with (or prior to) any and all other indebtedness secured by such Lien, except for:

(a) any Lien arising in the ordinary course of business, other than in connection with indebtedness for borrowed money;

(b) any Lien on Property acquired by the Company or any Subsidiary after the date of issuance of the Securities, provided that such Lien existed on the date such Property was acquired;

(c) any Lien existing on the date of the Indenture;

(d) any Lien securing indebtedness incurred to finance the purchase price or cost of construction of Property (or additions, substantial repairs, alterations or substantial improvements thereto), provided that such Lien and the indebtedness secured thereby are

incurred within one year of the later of acquisition or completion of construction (or addition, repair, alteration or improvement) and full operation thereof;

(e) any Liens arising out of judgments or awards made against the Company or any Subsidiary having an outstanding principal amount which do not exceed \$20 million in the aggregate or with respect to which the Company or such Subsidiary shall in good faith be prosecuting an appeal or proceedings for review, Liens which are discharged within 60 days of entry of judgment or Liens incurred by the Company or a Subsidiary for the purpose of obtaining a stay or discharge in the course of any legal proceeding to which the Company or such Subsidiary is a party;

(f) any Lien for taxes not yet due and payable by the Company or any Subsidiary or which the Company or such Subsidiary is contesting in good faith;

(g) any Lien on or with respect to Property of a Subsidiary in favor of the Company or another Subsidiary;

(h) short-term repurchase agreements covering portfolio securities;

(i) any Lien securing indebtedness in respect of Capital Leases on the Property subject to such Capital Leases;

(j) deposits, reserves or contingent payment arrangements required under or pursuant to any applicable provisions of federal, state or local rules, regulations or ordinances regarding health maintenance organizations, providers of life, health care or disability insurance or the provision of health care services or such insurance or the management of health care services or securing regulatory capital or other financial responsibility requirements;

(k) any Lien (other than a Lien permitted under any of clauses (a) through (j) of this paragraph) securing indebtedness of the Company or of any Subsidiary provided that the aggregate principal amount of all Secured Debt may not exceed 15% of Consolidated Net Tangible Assets of the Company and its Subsidiaries;

(l) any Lien extending, renewing or replacing any Lien permitted by clause (a) through (k) above; and

(m) any Lien securing indebtedness the proceeds of which are deposited, promptly upon receipt, with the Trustee solely for the purpose of effecting a legal defeasance or covenant defeasance as set forth under "Satisfaction and Discharge of Indenture" and "Defeasance."

In the case of Liens permitted under clauses (b) and (d), such Liens may not relate to any Property of the Company or a Subsidiary other than the Property so acquired, constructed, added, repaired, altered or improved, as the case may be. In the case of Liens permitted under clause (l), unless such Liens are otherwise permitted under clause (k), such Liens (A) may not relate to any Property of the Company or a Subsidiary other than the Property to which the Lien being extended, renewed or replaced related to, and (B) may not secure indebtedness in excess of that secured by the Lien being extended, renewed or replaced.

Section 3.7. *[Reserved]*.

Section 3.8. *Calculation of Original Issue Discount*. The Company shall file with the Trustee promptly at the end of each calendar year a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on Outstanding Securities as of the end of such year.

**Exhibit 2A**

## BLUE CROSS OF CALIFORNIA AND SUBSIDIARIES

### TAX ALLOCATION AGREEMENT - CURRENT BENEFIT METHOD

Agreement effective as of the first day of the consolidated return year beginning after January 1, 1993 by and among Blue Cross of California ("Parent") and each of the corporations executing this agreement ("Subsidiaries"):

#### Introduction

The parties (hereinafter sometimes referred to as "Members"; or in the singular "Member") hereto are part of an affiliated group ("Affiliated Group") as defined by the Internal Revenue Code of 1986 (I.R.C.), as amended, Section 1504(a). Parent and its eligible subsidiaries have since the taxable year ended December 31, 1987 filed a consolidated federal income tax return in accordance with I.R.C. Section 1501 and are required to file consolidated income tax returns for years subsequent to such year of first consolidated filing. It is the intent and desire of the parties that a method be established for allocating the consolidated "federal income tax liability" (as determined under Regulations Section 1.1502-2 and including the alternative minimum tax, if applicable) of the Affiliated Group among its Members (as required by I.R.C. Section 1552(a)); for reimbursing the appropriate Member for payment of such tax liability; for compensating any member for use of its "net operating loss" or "tax credits" in arriving at such tax liability; and to provide for the allocation and payment of any refund arising from a carryback of net operating losses or tax credits from subsequent taxable years.

#### Agreement

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. A U.S. consolidated federal income tax return shall be filed by Blue Cross of California for the taxable year ending December 31, 1993, and for each subsequent taxable year in respect of which this Agreement is in effect and for which the Affiliated Group is required or permitted to file a consolidated federal income tax return. The Parent, and each Subsidiary shall execute and file such consents, elections, and other documents that may be required or appropriate for the proper filing of such returns.
2. The Affiliated Group has made an election in accordance with Regulations Sections 1.1552-1(c) and 1.1502-33(d) and Revenue Procedure 90-39 (1990-30 IRB 18) to apportion the tax liability of the Group among the Members in accordance with Regulations Sections 1.1552-1(a)(1) and 1.1502-33(d)(2)(ii).
3. In order to compensate Members of the Affiliated Group for the use of net operating losses or tax credits in arriving at the consolidated federal income tax liability of the Affiliated Group, the Members of the Affiliated Group agree to determine and allocate the

tax liability and benefits of the Affiliated Group among themselves according to the following rules:

For purposes of this Agreement, "separate return tax liability of such member", as contemplated in and calculated under Regulations Section 1.1552-1(a)(2)(ii) and related sections of the Regulations, shall reflect the following:

- (a) For the tax year 1993, an allocation of a deduction otherwise available to Blue Cross of California but for this paragraph of \$9,201,919 to WellPoint Health Networks Inc., representing WellPoint Health Networks Inc.'s share of amortization of the fresh start deduction for salvage and subrogation pursuant to Section 11305(c)(3) of the Omnibus Budget Reconciliation Act of 1990.
- (b) An allocation of tax credits otherwise available to Blue Cross of California but for this paragraph of the sum of (i) \$48,114,819 representing WellPoint Health Networks Inc.'s share of minimum tax credits under Section 53 for years prior to 1992 and (ii) an amount equal to the Affiliated Group's 1992 minimum tax credit multiplied by the ratio (not to exceed 1.0) of WellPoint Health Networks Inc.'s and its subsidiaries' pre-tax net income shown on audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP pre-tax net income) to the Affiliated Group's GAAP pre-tax net income. Such Credits shall be taken into account for purposes of computing separate return tax liability by considering WellPoint Health Networks Inc. and its subsidiaries as one Member for purposes of the limitations in Section 53(c) and Regulations Section 1.1552-1(a)(2)(ii).
- (c) Any dividends received by one Member from another Member will be assumed to qualify for the 100 percent dividends received deduction of Section 243, or shall be eliminated from such calculation in accordance with Regulations Section 1.1502-14(a)(1).
- (d) Gain or loss on intercompany transactions, whether deferred or not, shall be treated by each Member in the manner required by Regulations Section 1.1502-13.

This allocation shall be made as follows:

- Step 1. The consolidated federal income tax liability of the Affiliated Group, determined under Regulations Section 1.1502-2 shall be allocated to the Members in accordance with Regulations Section 1.1552-1(a)(1);
- Step 2. An additional amount shall be allocated to each Member equal to 100 percent of the excess, if any, of (1) the "separate return tax liability" of each Member for the taxable year, over (2) the tax liability of such Member allocated in accordance with Step 1. For purposes of the preceding sentence, the "separate return tax liability" of a Member for the taxable year shall be determined as if such Member were filing a separate tax return under the I.R.C..
- Step 3. The total of any additional amounts allocated to Members pursuant to Step 2 (including amounts allocated as a result of a carryback) shall be paid (as provided in paragraph 6) by such Members (through the Parent) to those other Members which had items of income, deductions, net operating losses, or tax credits to which such total is attributable pursuant to a consistent method which reasonably reflects such items of income, deductions, net operating losses, or tax credits (such consistency and reasonableness to be determined by the party charged with the administration of this Agreement in accordance with paragraph 5).

Under the principles of Revenue Ruling 66-374 (1966-2 CB 427), the "net operating loss" of a Member is the deduction which such Member would have had available if it actually filed a separate return for the year and thus would not include any portion of a Member's net operating loss sustained in a prior or subsequent year which had been absorbed by the Affiliated Group in computing actual liabilities for prior or subsequent years and for which the Member has been compensated or for which the Member has otherwise received a tax benefit. Notwithstanding the preceding sentence, benefit under Step 3 of paragraph 3 shall be granted a Member only to the extent that the net operating loss is availed of in reducing the consolidated federal income tax liability. The rules stated in the previous sentences regarding carryover net operating losses will also apply in the computation of other carryover items such as investment tax credits, minimum tax credits, foreign tax credits, and charitable deductions.

In calculating any benefit from a carryback or carryover of net operating losses, adjustments shall be made to such prior or subsequent year's separate return tax liability as required under Sections 172(b) and 172(d). For purposes of this calculation, the elections under Section 172(b)(3) shall be made on a separate company basis.



4. Regarding the application of the allocation methods in paragraph 3 of this Agreement, it is acknowledged that the allocation of the consolidated federal income tax liability for the Affiliated Group under Steps 1 and 2 of paragraph 3, shall to the extent allocated to each Member: (1) decrease the earnings and profits of such Member, and (2) be treated as a liability of such Member for such amount.

Amounts paid under Step 3 of paragraph 3 shall be credited to the earnings and profits of those Members which had items of income, deductions, or credits to which such payments are attributable under the same method determined in the first sentence of the aforementioned Step 3.

5. The provisions of this Agreement shall be administered by the Chief Financial Officer of the Parent.
6. Each Member shall pay the Parent its allocated consolidated federal income tax liability under Step 1 of paragraph 3. Each Member benefiting from net operating losses and tax credits shall pay to the Parent its added tax assessment determined under Step 2 of paragraph 3. The Parent shall pay to each Member with net operating loss or tax credits during the taxable year its allocable share of the total of the additional amounts due from other Members pursuant to Step 3 of paragraph 3. To the extent estimated payments made to the Parent under paragraph 7 of this Agreement exceed the allocated liability of the Member, refunds shall be made to the Member. Such settlements (whether positive or negative) may be made through existing intercompany accounts, provided such settlement is to be made no later than 30 days after the date of filing of the consolidated federal income tax return for such taxable year.
7. Parent shall have the right to assess Members their share of estimated tax payments to be made on the projected consolidated federal income tax liability for each year with such assessments to be based generally on the methodology for allocation provided in paragraph 3. Payment to Parent shall be made ten days after such assessment. Such Member will receive credit for its prepayments in the year-end computation under paragraph 6.
8. If part or all of an unused consolidated net operating loss or tax credit is apportioned to a Member of the Affiliated Group pursuant to Regulations Section 1.1502-79, and it is carried back or forward to a year in which such Member filed a separate income tax return or a consolidated federal income tax return with another affiliated group, any refund or reduction in tax liability arising from the carryback or carryover shall be retained by such Member or paid to the Member by any other Member of the Affiliated Group which

receives such refund or reductions. Notwithstanding the above, the Parent shall determine whether an election shall be made not to carry back any consolidated net operating loss arising in a consolidated return year (including any portion allocated to a Member under Regulations Section 1.1502-79) in accordance with Section 172(b)(3).

9. If the consolidated federal income tax liability is adjusted for any taxable period, whether by means of an amended return, claim for refund, or after tax audit by the Internal Revenue Service, the liability of each Member shall be recomputed under paragraph 3 to give effect to such adjustments. In the case of a refund, the Parent shall make payments to each Member for its share of the refund, determined in the same manner as in paragraph 6, within ten days after the refund is received by the Parent. In the case of an increase in tax liability, each Member shall pay to the Parent its allocable share of such increased tax liability within ten days after receiving notices of such liability from the Parent. If any interest is to be paid or received as a result of a consolidated federal income tax deficiency or refund, such interest shall be allocated to the Members in the ratio each Member's change in the consolidated federal income tax liability bears to the total change in tax liability. Any penalty shall be allocated upon such basis as the Parent deems just and proper in view of all applicable circumstances.

For purposes of this Agreement, Blue Cross of California shall be liable for any tax deficiencies or entitled to any refunds for periods prior to the issuance of WellPoint Health Networks Inc.'s stock in its initial public offering. To the extent that any adjustment for such prior periods "reverses" in subsequent periods, Blue Cross of California shall be entitled to take such reversal into account in determining its "separate return tax liability" pursuant to Section 3 above. In the event that Blue Cross of California shall have paid a tax deficiency pursuant to this section and the reversal of the adjustment giving rise to the deficiency would inure to a former Member of the affiliated group, then such former Member shall pay the tax benefit of the reversal to Blue Cross of California as realized.

10. This agreement shall apply to the taxable year specified in the preamble of this Agreement, and all subsequent years, unless the Members agree in writing to terminate the Agreement. Notwithstanding such termination, this Agreement shall continue in effect with respect to any payments or refunds due for all taxable periods prior to termination.
11. This Agreement shall not be assignable by any Member without prior written consent of the others.
12. All material including, but not limited to, returns, supporting schedules, workpapers, correspondence, and other documents relating to the consolidated federal income tax

returns filed for a taxable year during which this Agreement was in effect shall be made available during regular business hours to any Member which is a party to the Agreement within a reasonable time period after the filing of such return or making any payment which gives rise to a liability or benefit under this Agreement. However, in no case shall material be made available beyond the period such material is required to be retained under applicable federal record retention requirements.

13. A dispute or difference between the parties with respect to the operation or interpretation of the Agreement shall be decided by three arbitrators who must all be members of the American Arbitration Association. Each party to the dispute shall select one arbitrator. The third arbitrator shall be selected by the arbitrators chosen by the parties to the dispute. The arbitration shall be held in Woodland Hills, California. The losing parties shall bear the cost of arbitration, including all fees for attorneys and accountants.
14. The Members hereto specifically recognize that from time to time other companies may become Members of the Affiliated Group and hereby agree that such new Members may become parties to this Agreement by executing the master copy of this Agreement which shall be maintained at Parent's headquarters. It will not be necessary for all the other Members to re-sign the Agreement but the new Member may simply sign the existing Agreement and it will be effective as if the old Members had re-signed.
15. Any alteration, modification, addition, deletion, or other change in the consolidated income tax return provisions of the Code or the regulations thereunder shall automatically be applicable to the Agreement mutatis mutandis.
16. Failure of one or more parties hereto to qualify by meeting the definition of Member of the "Affiliated Group" shall not operate to terminate this Agreement with respect to the other parties as long as two or more parties hereto continue to so qualify.
17. The foregoing principles of paragraphs 1-16 of this Agreement are intended to apply equally to combined, consolidated, or unitary state income or franchise tax returns that may be filed from time to time by Members required or permitted to be included in such returns. Thus, to the extent not inconsistent with specific requirements of any taxing authority, it is intended that, in general, the allocation objectives of paragraph 3 will be used to prorate state tax obligations.
18. This Agreement shall bind and inure to the respective successors and assigns of the parties hereto; but no assignment shall relieve any party's obligations hereunder without the written consent of the other parties.

19. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed and executed by their respective authorized officers on the dates indicated, effective as of the date first written above.

Blue Cross of California

By:

  
Officer Brian J. Donnelly

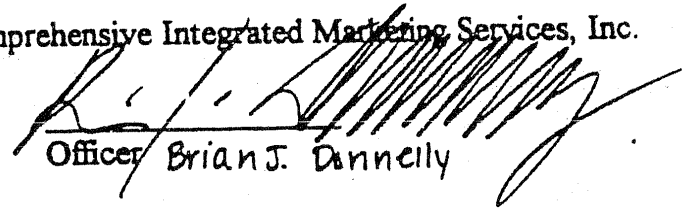
Secretary

Title

Date: 2/1/93

Comprehensive Integrated Marketing Services, Inc.

By:

  
Officer Brian J. Donnelly

Secretary

Title

Date: 2/1/93

Blue Cross of California and Subsidiaries  
Tax Allocation Agreement

Woodland Hills Life Insurance Company

By: Marrin P. Rich  
Officer Marrin P. Rich  
Executive Vice President  
Title

Date: 2/1/93

Park Square I, Inc.

By: Brian J. Donnelly  
Officer Brian J. Donnelly  
Secretary  
Title

Date: 2/1/93

Park Square II, Inc.

By: Marrin P. Rich  
Officer Marrin P. Rich  
Vice President  
Title

Date: 2/1/93

Blue Cross of California and Subsidiaries  
Tax Allocation Agreement

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Park Square Holdings, Inc.

By: Marvin P. Rich  
Officer Marvin P. Rich  
Vice President  
Title

Date: 2/1/93

BCC Holding Corporation

By: Brian J. Donnelly  
Officer Brian J. Donnelly  
Secretary  
Title

Date: 2/1/93

WellPoint Health Networks Inc.


By: Samuel L. Westover  
Officer Samuel L. Westover  
Chief Financial Officer  
Title

Date: 2/1/93

Blue Cross of California and Subsidiaries  
Tax Allocation Agreement

CaliforniaCare Health Plans

By:

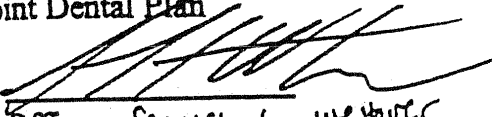
  
Officer Samuel L. Westover

Chief Financial Officer  
Title

Date: 2/1/93

WellPoint Dental Plan

By:

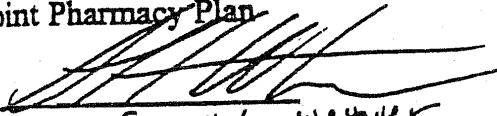
  
Officer Samuel L. Westover

Chief Financial Officer  
Title

Date: 2/1/93

WellPoint Pharmacy Plan

By:

  
Officer Samuel L. Westover

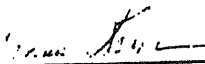
Chief Financial Officer  
Title

Date: 2/1/93

Blue Cross of California and Subsidiaries  
Tax Allocation Agreement

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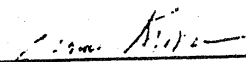
UniCARE Financial Corp.

By:   
R. David Kretschmer

Title: Treasurer

Effective as of January 20, 1994 /Terminated as of September 1, 1998

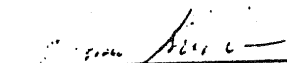
UniCARE Insurance Company

By:   
R. David Kretschmer

Title: Treasurer

Effective as of January 20, 1994 /Terminated as of September 1, 1998

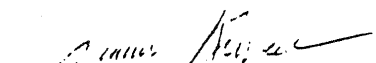
Innovative Care Systems, Inc.

By:   
R. David Kretschmer

Title: Treasurer

Effective as of January 20, 1994 /Terminated as of September 13, 1996

UniCARE General Insurance Agency, Inc.

By:   
R. David Kretschmer

Title: Treasurer

Effective as of January 20, 1994 /Terminated as of September 1, 1998



Blue Cross of California and Subsidiaries  
Tax Allocation Agreement

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UniCARE Service Co.

By: *R. David Kretschmer*  
R. David Kretschmer

Title: Treasurer

Effective as of January 20, 1994

Practical Rehabilitation Services, Inc.

By: *R. David Kretschmer*  
R. David Kretschmer

Title: Treasurer

Effective as of January 20, 1994

UniCARE Compensation Insurance Company

By: *R. David Kretschmer*  
R. David Kretschmer

Title: Treasurer

Effective as of January 20, 1994

Blue Cross of California and Subsidiaries  
Tax Allocation Agreement

AHI Healthcare Corporation

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of February 13, 1995

Affiliated Healthcare , Inc.

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of February 13, 1995

American Managing Company

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of February 13, 1995

Affiliated Provider Systems, Inc.

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of February 13, 1995

Blue Cross of California and Subsidiaries  
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Affiliated Health Plans, Inc.

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of February 13, 1995

Affiliated Re., Inc.

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of February 13, 1995

Blue Cross of California and Subsidiaries  
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UNICARE Life & Health Insurance Company

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of March 31, 1996

MassMutual Holding Company Two, Inc.

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of March 31, 1996

MassMutual Holding Company Two MSC, Inc.

By: Thomas C Geiser  
Thomas C. Geiser

Title: Secretary

Effective as of March 31, 1996

Rush Prudential Insurance Company

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of March 31, 2000

Rush Prudential HMO, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of March 31, 2000

Cerulean Companies, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of March 15, 2001

Blue Cross and Blue Shield of Georgia, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of March 15, 2001

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of March 15, 2001

Greater Georgia Life Insurance Company

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of March 15, 2001

Group Benefits of Georgia, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of March 15, 2001

UNICARE Health Plan of Oklahoma, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of May 1, 2000

UNICARE Health Plan of Virginia, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of November 1, 2001

RightCHOICE Managed Care, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of January 31, 2002

RightCHOICE Insurance Company

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of January 31, 2002

Healthy Alliance Life Insurance  
Company

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of January 31, 2002

Forty-Four Forty-Four Forest Park  
Redevelopment Corporation

By: Angela F. Braly  
Angela F. Braly, Secretary

Effective as of January 31, 2002

HMO Missouri, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of January 31, 2002

R & P Realty, Inc.

By: Angela F. Braly  
Angela F. Braly, Secretary

Effective as of January 31, 2002

HealthLink, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of January 31, 2002

Diversified Life Insurance Agency of  
Missouri, Inc.

By: Angela F. Braly  
Angela F. Braly, Secretary

Effective as of January 31, 2002

HealthLink HMO, Inc.

By: Thomas C. Geiser  
Thomas C. Geiser, Secretary

Effective as of January 31, 2002

C & S Properties, Inc.

By: Angela F. Braly  
Angela F. Braly, Secretary

Effective as of January 31, 2002



Preferred Health Plans of Missouri, Inc.

By: Angela F. Braly  
Angela F. Braly, Secretary

Effective as of January 31, 2002

## FIRST AMENDMENT TO TAX ALLOCATION AGREEMENT

This First Amendment (this "Amendment") to the Tax Allocation Agreement effective as of the first day of the consolidated return year beginning after January 1, 1993 (the "Agreement") by and among Blue Cross of California and each of the entities signatory thereto is entered into and effective as of the 4th day of August, 1997.

### RECITALS

WHEREAS, Blue Cross of California, a California non-profit public benefit corporation ("Old Blue Cross") previously entered into the Agreement with its various affiliates;

WHEREAS, on May 20, 1996 Old Blue Cross completed a recapitalization (the "Recapitalization") pursuant to which WellPoint Health Networks Inc., a Delaware corporation and a wholly owned subsidiary of Old Blue Cross, was merged with and into Old Blue Cross, with the surviving entity changing its name to WellPoint Health Networks Inc.;

WHEREAS, on August 4, 1997, Old WellPoint was effectively reincorporated in the state of Delaware pursuant to the merger of WLP Acquisition Corp. (the "Merger Subsidiary"), a Delaware corporation and a wholly owned subsidiary of WellPoint Health Networks Inc., a Delaware corporation ("WellPoint"), with and into Old Blue Cross, with the surviving entity changing its name to Blue Cross of California. As a result of such reincorporation, WellPoint has become the ultimate parent entity of Old Blue Cross and the various other entities that were originally parties to the Agreement and has become the "Parent" for purposes of the Agreement;

WHEREAS, the parties to the Agreement desire to amend the Agreement effective as of August 4, 1997 to reflect the changes that have been effectuated as a result of the Recapitalization and the Reincorporation.

Capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenant and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Agreement as follows:

1. Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following language:

The Members specifically recognize that from time to time other companies may become members of the Affiliated Group and hereby agree that such Members may become parties to this Agreement by executing the master copy of this

Agreement which shall be maintained at the Parent's headquarters. The Members also specifically recognize that the Affiliated Group may reorganize its capital structure from time to time. If any such corporation (as described in Internal Revenue Code §1504(a)(1)(A)) and the Affiliated Group continue in existence (in accordance with Treasury Regulations §1.1502-75(d)), such new common parent shall assume all of the duties and responsibilities of the Parent contained in this Agreement and shall, immediately after the capital structure reorganization, be referred to as "Parent." The corporation referred to as "Parent" immediately preceding any such capital structure reorganization will be referred to as "Subsidiary" immediately following such capital structure reorganization. It will not be necessary for all the other Members and/or new "Parent" to re-sign the Agreement but the new Member and/or the new "Parent" may simply sign the existing Agreement and it will be effective as if the old Members had re-signed.

2. Except as modified herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective as of the date first set forth above.

WellPoint Health Networks Inc.

By: Thomas C. Susin  
Its: Secretary

Blue Cross of California  
(the successor-in-interest to CaliforniaCare Health Plans,  
WellPoint Dental Plan and WellPoint Pharmacy Plan)

By: Thomas C. Susin  
Its: Secretary

Comprehensive Integrated Marketing Services, Inc.

By: Thomas C. Susin  
Its: Secretary

BC Life & Health Insurance Company  
(formerly known as Woodland Hills Life  
Insurance Company)

By: Thomas C. Susin  
Its: Secretary

Park Square I, Inc.

By: Thomas C. Susin  
Its: Secretary

Park Square II, Inc.

By: Thomas C. Susin  
Its: Secretary

Park Square Holding, Inc.

By: Thomas C. Susin  
Its: Secretary

BCC Holding Corporation

By: Thomas C. Susin  
Its: Secretary

UNICARE Specialty Services, Inc.  
(formerly known as UNICARE Financial Corp.)

By: Thomas C. Susin  
Its: Secretary

UNICARE Insurance Company

By: Thomas C. Susin  
Its: Secretary

UNICARE General Insurance Agency, Inc.

By: Thomas C. Susin  
Its: Secretary

AHI Healthcare Corporation

By: Thomas C. Seisin  
Its: Secretary

Affiliated Healthcare, Inc.

By: Thomas C. Seisin  
Its: Secretary

American Managing Company

By: Thomas C. Seisin  
Its: Secretary

UNICARE Life & Health Insurance Company

By: Thomas C. Seisin  
Its: Secretary

UNICARE National Services, Inc.  
(the successor-by-merger to MassMutual Holding  
Company Two, Inc. and MassMutual Holding Company  
Two MSC, Inc.)

By: Thomas C. Seisin  
Its: Secretary

WellPoint California Services, Inc.

By: Thomas C. Seisin  
Its: Secretary

## SECOND AMENDMENT TO TAX ALLOCATION AGREEMENT

This Second Amendment (this "Amendment") to the Tax Allocation Agreement effective as of the first day of the consolidated return year beginning after January 1, 1993 (the "Agreement") by and among Blue Cross of California and each of the entities signatory thereto is entered into and effective as of April 30, 2002.

### RECITALS

WHEREAS, on April 30, 2002, WellPoint Health Networks Inc. acquired Methodist Health Insurance Company, a Texas domiciled life, accident, and health insurance company, and Methodist Care, Inc., a Texas incorporated health maintenance organization;

WHEREAS, on June 13, 2002, Methodist Health Insurance Company changed its name to UNICARE Health Insurance Company of Texas;

WHEREAS, on June 19, 2002, Methodist Care, Inc. changed its name to UNICARE Health Plans of Texas, Inc.;

WHEREAS, the parties to the Agreement desire to amend the Agreement effective as of April 24, 2002 to comply with Texas law;

Capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Agreement as follows:

1. An Item 20 to the Agreement is hereby added with the following language:

"20. Members shall adequately indemnify UNICARE Health Insurance Company of Texas and UNICARE Health Plans of Texas, Inc. in the event that the Internal Revenue Services ("IRS") levies upon the assets of UNICARE Health Insurance Company of Texas or UNICARE Health Plans of Texas, Inc. for unpaid taxes in excess of the amount paid under this Agreement."

2. An Item 21 to the Agreement is hereby added with the following language:

"21. The records of the IRS allocations and the subsequent review and any adjustments for both UNICARE Health Insurance Company of Texas and UNICARE Health Plans of Texas, Inc. shall be maintained at their respective home offices or an

approved Texas Insurance Code article 1.28 location for examination by Texas Department of Insurance field examiners.”

3. Except as modified herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective as of the date first set forth above.

WellPoint Health Networks Inc.

By: Thomas C. Austin  
Its: EVP, General Counsel & Secretary

Blue Cross of California  
(the successor-in-interest to CaliforniaCare Health Plans,  
WellPoint Dental Plan and WellPoint Pharmacy Plan)

By: Thomas C. Austin  
Its: Secretary

Comprehensive Integrated Marketing Services, Inc.

By: Thomas C. Austin  
Its: Secretary

BC Life & Health Insurance Company  
(formerly known as Woodland Hills Life  
Insurance Company)

By: Thomas C. Austin  
Its: Secretary

Park Square I, Inc.

By: Thomas C. Austin  
Its: Secretary

Park Square II, Inc.

By: Thomas C. Austin  
Its: Secretary

Park Square Holding, Inc.

By: Thomas C. Austin  
Its: Secretary

BCC Holding Corporation

By: Thomas C. Austin  
Its: Secretary

UNICARE Specialty Services, Inc.

By: Thomas C. Austin  
Its: Secretary

AHI Healthcare Corporation

By: Thomas C. Austin  
Its: Secretary

Affiliated Healthcare, Inc.

By: Thomas C. Austin  
Its: Secretary

American Managing Company

By: Thomas C. Austin  
Its: Secretary

UNICARE Life & Health Insurance Company

By: Thomas C. Austin  
Its: Secretary

UNICARE National Services, Inc.

(the successor-by-merger to MassMutual Holding Company Two, Inc. and MassMutual Holding Company Two MSC, Inc.)

By: Thomas C. Austin  
Its: Secretary

WellPoint California Services, Inc.

By: Thomas C. Austin  
Its: Secretary



Blue Cross and Blue Shield of Georgia, Inc.

By: Thomas C. Austin  
Its: Secretary

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.

By: Thomas C. Austin  
Its: Secretary

UNICARE Health Plans of the Midwest, Inc.

By: Thomas C. Austin  
Its: Secretary

UNICARE Health Insurance Company of the Midwest, Inc.

By: Thomas C. Austin  
Its: Secretary

UNICARE Health Insurance Company of Texas

By: Thomas C. Austin  
Its: Secretary

UNICARE Health Plans of Texas, Inc.

By: Thomas C. Austin  
Its: Secretary

**Exhibit 2B**

**WELLPOINT HEALTH NETWORKS INC.  
MASTER ADMINISTRATIVE SERVICES AGREEMENT**

THIS MASTER ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 1998, by and between WellPoint Health Networks Inc., a Delaware corporation ("WellPoint"), the direct or indirect corporate subsidiaries of WellPoint that are signatories to this Agreement, and any future direct or indirect subsidiaries that execute a signature page to this Agreement (collectively, with WellPoint, the "Companies"). Any single entity that is a signatory to this Agreement may be referred to herein individually as a "Company." Any Company receiving services from another Company pursuant to this Agreement may be referred to herein as a "Receiving Company," and any Company providing services to another Company pursuant to this Agreement may be referred to herein as a "Supplying Company."

**RECITALS**

WHEREAS, the Companies are affiliates of each other;

WHEREAS, each Company has and will maintain all organizational and administrative capacity required to carry out its operations; and

WHEREAS, by entering into this Agreement, the Companies desire to secure from one or more of the Companies from time to time certain administrative, consulting and other support services which one or more of the Companies may request from any of the other parties hereto and which are intended to enhance the organizational and administrative capacity and augment the abilities of each other;

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. AUTHORITY OF THE COMPANIES.**

(a) The Board of Directors of each Company shall at all times exercise ultimate control over the assets and operations of such Company and shall retain the ultimate authority and responsibility regarding the operations, powers, duties and responsibilities of such Company. It is the intent of the parties that this Agreement and the services and support hereunder shall at no time serve to interfere with the ability of the Board of Directors and the officers of such Company to carry out their duties and responsibilities.

(b) Notwithstanding any other provision of this Agreement, each Receiving Company shall retain ultimate control of and responsibility for all aspects of its business and operations. To this end, any Company contracting for any services hereunder shall:

- (1) Own, have custody of and keep its general corporate accounts, books and records;
- (2) Own all of the records of its business;
- (3) Have the ultimate right to cancel or nonrenew any contracts for health coverage or insurance;
- (4) Retain control of, and responsibility for, all investments;
- (5) Have ultimate responsibility for and general control of claim adjustments and claim payments;
- (6) Have an ultimate veto on appointment of agents and the ultimate power to cancel any agency;
- (7) Retain the ultimate right to veto commission rates; and
- (8) Have an ultimate veto right on underwriting;
- (9) Have the right, notwithstanding the provisions of any other section of this Agreement, to immediately cancel this Agreement or any Attachment if any Supplying Company fails to perform its obligations to the satisfaction of the Receiving Company.

## SECTION 2. RESPONSIBILITIES OF THE COMPANIES.

2.1 Provision of Services. Subject to the requirements, limitations or prohibitions of any applicable statute or regulations, the Companies shall provide such administrative, consulting and other services to each other as may be requested from time to time. The specific services to be performed by the Companies for each other are set forth in the Attachments hereto and as may be executed from time to time. Any and all Attachments shall be subject to all of the terms and conditions set forth in this Agreement and to any additional terms and conditions as shall be set forth in such Attachment. Each Attachment shall be deemed to be a part of this Agreement with respect to the Companies that are parties to such Attachment.

2.2 Personnel Matters. The Companies shall employ or arrange for a sufficient personnel to provide the services set forth in this Agreement so as not to impair their administrative capacity to conduct their respective businesses.

2.3 Policies and Procedures. The services to be provided by the Companies on behalf of each other shall be performed pursuant to the policies, interpretations, rules, practices and procedures reasonably established or adopted by the particular Receiving Company.

2.4 Services to be Provided. Subject to any limitations set forth herein, the Companies are authorized to perform for each other administrative and support services as expressly stated in an Attachment; provided, however, that specific services to be provided by a Supplying Company on behalf of another Company shall be set forth in an Attachment hereto and made a part hereof, and no Company shall be authorized to provide any service to any other Company pursuant to this Agreement or receive any service from any other Company pursuant to this Agreement in the absence of a duly completed Attachment in the form attached hereto. The following list of administrative and support services, which is provided for illustration purposes only, contains examples of the type of services that may be provided from time to time pursuant to a fully executed Attachment:

(a) Accounting, Investment and Finance. Provide such accounting, investment and finance services as may be requested in connection with the operations and business of a Company, including assistance in establishing and administering accounting procedures and control systems for the preparation of appropriate financial reports and keeping of general books of account;

(b) Actuarial. Perform or arrange for such actuarial services or studies as are reasonably required in connection with the business of a Company, including but not limited to, calculation of premium rates and reserves, mortality and lapse studies, assisting in policy design and drafting new policies, and aiding in the establishment of commission scales;

(c) Underwriting. Review and accept or reject applications for insurance or health coverage submitted to a Company, subject to and in compliance with, among other things, the underwriting guidelines of the Company;

(d) Administration. Provide general administrative services, including policyholder services such as policy changes, settlement options, reinstatements, conversions, transfers and other similar transactions;

(e) Provider Contracting and Provider Relations. Provide provider contracting and provider relations support, including responsibility for contracting with health care providers and for communications to, and maintenance of relations with, contract providers;

(f) Utilization Management. Provide utilization management services, including responsibility for medical case management, preauthorization services and concurrent and retrospective review of health care services;

(g) Policies. Issue policies, endorsements and certificates of insurance to third parties on behalf of a Company on such forms as are adopted or approved by the Company for this purpose;

(h) Statistical. Compile such statistical information and prepare such statistical reports as are reasonably required in connection with the business of a Company;

(i) Claims. Investigation, adjustment and defense of claims under insurance policies of a Company, subject to and in compliance with the claim administration procedures of the Company whose claims are so investigated and adjusted. No Company providing claims adjustment services may pay any claim on behalf of or for a Company by withdrawals from a fiduciary account established on behalf of such Company;

(j) Billing and Collection of Funds. Perform billing services and seek collection of funds due to a Company, whether as premium, salvage or otherwise, but the Company seeking the collection shall not be responsible for uncollectible amounts. All such funds collected by one Company on behalf of another Company shall be dealt with in accordance with all applicable laws and regulations and consistent with accepted, prudent business practices;

(k) Cancellation and Nonrenewal. Cancel or nonrenew insurance policies of a Company, subject to compliance with policy provisions and any federal or state laws or regulations applicable to cancellation or nonrenewal of such policies;

(l) Agents. Recruitment, appointment, supervision and termination of agents on behalf of a Company, development of sales training and sales promotions, establishment of producers' commission rates and contingent commission arrangements, subject to the approval of the Company on whose behalf such appointments were made;

(m) Marketing. Perform such advertising, sales promotion and agency development services as are reasonably required in connection with the business of a Company; provided, however, that the Company on whose behalf such advertising, sales promotion and agency development services are provided shall approve all advertising and sales promotion materials in advance of use;

(n) Risk Control. Provide risk control consulting services for a company or to policyholders on behalf of a Company;

(o) Systems. Provide or arrange for such data processing and other systems services as are reasonably required in connection with the business of a Company;

(p) Reinsurance. Negotiate reinsurance on behalf of a Company, but no reinsurance contract shall be bound without the prior approval of the president or chief executive officer of the Company reinsured. The Company negotiating reinsurance on behalf of another Company shall not be responsible for reinsurance which is uncollectible;

(q) Office Space and Facilities Management. Provide office space and facilities management support, including coordination of office space, transportation and security;

(r) Construction Management. Provide construction management services, including planning and execution of improvements to real estate;

(s) Legal. Provide legal advice to ensure compliance with applicable federal, state and local laws and regulations and assist in developing and assuring compliance with contractual arrangements and in litigation management;

(t) Materials Management. Provide materials management support, including purchasing, mailing services, document preparation, retention, printing, graphic design and warehouse functions; and

(u) Other Services. Perform or arrange for such other management and consulting services as may reasonably be requested by the Company and specified in writing in an Attachment hereto.

2.5 Restrictions on Services to be Provided. No Company shall enter into any Attachment involving the provision of services in violation of applicable laws and regulations.

### SECTION 3. COMPENSATION.

3.1 Amount of Compensation Subject to any restrictions of applicable law, each Company receiving any of the foregoing services from another Company shall pay the Company providing the services reasonable compensation, in accordance with the provisions of the applicable Attachment.

#### 3.2 Payment Date; Substantiation of Costs and Expenses.

(a) A Supplying Company shall bill each Receiving Company receiving such services in accordance with the provisions of the applicable Attachment. Any Receiving Company shall promptly pay such compensation to the Supplying Company, subject to reasonable review and verification of the amounts billed. The Supplying Company providing the services shall provide any information reasonably required by the Receiving Company for this purpose.

(b) WellPoint and the Companies shall develop mutually acceptable allocations of costs and expenses to cost centers. Subject to any other agreements between the parties hereto, all costs and expenses shall be allocated in a fair and reasonable manner, in accordance with Internal Revenue Service guidelines customary insurance accounting principles consistently applied, and other governmental agency requirements. The parties shall establish reasonable and appropriate operating procedures to allocate costs and expenses, so as to enable the parties' independent certified public accounting firm to audit such costs and the allocation thereof. With each billing, the Supplying Company shall provide to the Receiving Company appropriate documentation respecting the costs and expenses which are the subject of the billing in sufficient detail to permit the Receiving Company to identify the sources of such charges.

SECTION 4.           RECORDS.

4.1     Each Supplying Company shall maintain separate and adequate records of all services provided pursuant to this Agreement. Each Receiving Company shall have access to and the right to copy all such records related to its business upon request. Such records shall be the joint property of the Receiving Company and the Supplying Company, and the Supplying Company shall retain such records until no longer required by the Receiving Company.

4.2     Upon termination of this Agreement, the records described in Section 4.1 shall be delivered to or at the direction of the Receiving Company that received any services hereunder, upon its request; provided, however, that such records shall continue to be the joint property of the Supplying Company and the Receiving Company and such records shall be available for inspection and copying by the Supplying Company upon reasonable request.

SECTION 5.           COMPLIANCE.

Each Supplying Company shall at all times comply with all laws, licensing requirements, rules and regulations applicable to the business subject to this Agreement including, but not limited to, legal requirements applicable to the maintenance of any fiduciary funds held by a Company on behalf of another Company.

SECTION 6.           INDEMNIFICATION.

6.1     Indemnification by Receiving Company. Any Receiving Company shall indemnify the Supplying Company providing such services and hold it harmless from and against any and all claims, demands, losses, judgments, fines and other liabilities and expenses of any kind or character incurred by such Supplying Company providing the services as the result of reasonable reliance by it, in good faith, upon specific guidelines, procedures or instructions issued or approved by the Receiving Company with respect to the services performed by the Supplying Company under this Agreement.

6.2     Indemnification by Supplying Company.

(a)     Any Supplying Company shall indemnify the Receiving Company receiving the services and hold it harmless from and against any and all claims, demands, losses, judgments, fines and other liabilities and expenses of any kind or character incurred by the Receiving Company as the result of a violation by the Supplying Company providing services of specific guidelines, procedures or instructions issued or approved by the Receiving Company with respect to the services performed by the Supplying Company under this Agreement.



(b) Notwithstanding the foregoing provisions of this Article 6, the Company providing the services shall be liable to the Company receiving the services for all damages sustained by the Company receiving the services which are proximately caused by the negligence or willful misconduct of the Company providing the services.

6.3 Interpretation of Company. For purposes of entitlement to indemnification under this Article, the term "Company" shall include its respective past, present and future stockholders, affiliates, directors, officers, employees and agents. The rights and duties of the parties under this Article 6 shall survive termination of this Agreement.

## SECTION 7. LIMITATIONS ON AUTHORITY.

Notwithstanding any other provision of this Agreement, a Company may not:

- (a) Bind any reinsurance on behalf of another Company without its prior approval;
- (b) Commit another Company to participate in insurance or reinsurance syndicates;
- (c) Appoint any agent without first determining that the agent is properly licensed for the business to be transacted; or
- (d) Collect any payment from a reinsurer or commit another Company to any claim settlement with a reinsurer without the prior approval of such Company. If such approval is given, a report of the action taken shall promptly be forwarded to such Company.

## SECTION 8. TERM AND TERMINATION.

8.1 Term. This Agreement shall be effective as of January 1, 1998 and shall continue for an initial term of one year. This Agreement shall be continued automatically for successive terms of one (1) year thereafter, unless earlier terminated as set forth herein.

8.2 Termination of Agreement. This Agreement may be terminated at the end of any quarter, with or without cause, as to any party by giving written notice to the other parties no later than ninety (90) days prior to the last day of any quarter. Such termination shall be effective as of the last day of such quarter.

8.3 Termination of Attachment. Any Attachment to this Agreement may be terminated as of any other day, as mutually agreed to in writing by the parties thereto.

## SECTION 9. GENERAL PROVISIONS.

9.1 Relationship of Parties. Each Company is an independent contractor and not an employee, partner or joint venturer of or with any other Company. Each Company may engage in business activities other than those contemplated by this Agreement on behalf of itself, its affiliates or other entities.

9.2 Trade Secrets. As part of the consideration for entering into this Agreement, each party agrees that it shall not use, or divulge to anyone, any other party's trade secrets. A trade secret means information, including, but not limited to, programs, methods, techniques and processes, that has independent economic value from not being generally known to either the public or to other persons who can obtain economic value from its disclosure or use. Examples of trade secrets include, but are not limited to, actual and potential lists of insureds, compiled information concerning its insureds, provider agreements, billing rates and operations manuals. This paragraph shall not be applicable to information that is already in the public domain or that has previously been made available to the public.

9.3 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction or in arbitration, the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of the Agreement.

9.4 Arbitration of Disputes. Should any dispute arise between the parties over any provision of this Agreement or over any performance of this Agreement, the dispute shall be submitted to binding arbitration. This arbitration shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association, but need not necessarily be conducted by that organization. Each party shall initially equally contribute to the costs of the arbitration. During the arbitration, each party shall bear its own attorneys' fees. Upon an award of the arbitrator, the prevailing party shall be entitled to recover its share of arbitration costs expended, and all its other costs, including its attorneys' fees. All reasonable costs and fees incurred during the arbitration shall then be awarded by the court to the prevailing party. The decision of the arbitrator regarding any matter submitted for arbitration shall be final, conclusive and binding on the parties and judgement may be entered thereon by any court of competent jurisdiction.

9.5 Assignment and Delegation. This Agreement may not be assigned, modified or amended without the prior written consent of the parties hereto; provided, however, that the rights and obligations set forth in any Attachment hereto may be assigned, modified or amended with the consent of the Companies party thereto. Subject to the restrictions of applicable law, any Supplying Company may delegate its duties and obligations pursuant to any Attachment to any other Company that is capable of performing such duties and obligations.

9.6 Entire Agreement. This Agreement (including the attached Attachments) represents the entire contract between the parties and supersedes all prior oral or written understandings with respect to the subject matter hereof. This Agreement shall in no way affect the validity or

enforceability of any other agreement between two or more Companies with respect to the provision or receipt of services, and no provision hereof (including, without limitation, Section 2.4) shall in any way restrict, limit or impair the rights of two or more Companies to enter into subsequent agreements regarding the receipt or provision of services.

9.7 Headings. The headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

9.8 No Waiver. Neither the failure by the aggrieved party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any remedy available upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other party, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

9.9 Further Instructions or Action. Each party agrees that it will execute and deliver such further instruments and will take such other action as may be reasonably necessary in order to effectively discharge, perform or carry out any of the respective obligations and agreements hereunder.

9.10 Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of California, without reference to the conflicts or choice-of-law principles thereof.

9.11 Confidentiality. The terms of this Agreement are confidential and shall not be disclosed except as necessary to the performance of this Agreement or as required by law.

9.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as set forth below.

**WellPoint Health Networks Inc.**

By: Thomas C. Busin

Its: Secretary

Effective as of January 1, 1998

**UNICARE Life & Health Insurance Company**

By: Thomas C. Seisin  
Its: Secretary

Effective as of January 1, 1998

**WellPoint California Services, Inc.**

By: Thomas C. Seisin  
Its: Secretary

Effective as of January 1, 1998

**UNICARE National Services, Inc.**

By: Thomas C. Seisin  
Its: Secretary

Effective as of January 1, 1998

**UNICARE Specialty Services, Inc.**

By: Thomas C. Seisin  
Its: Secretary

Effective as of January 1, 1998

**WellPoint Development Company, Inc.**

By: Thomas C. Seisin  
Its: Secretary

Effective as of January 1, 1998

**ATTACHMENT #WLPRIT-1****TO THE WELLPOINT HEALTH NETWORKS INC.  
MASTER SERVICES AGREEMENT**

Re: Administrative Services

**COMPANY RECEIVING SERVICES:      COMPANY PROVIDING SERVICES:**

RightCHOICE Managed Care, Inc.	RightCHOICE Managed Care, Inc.
Healthy Alliance Life Insurance Company	Healthy Alliance Life Insurance Company
HMO Missouri, Inc.	HMO Missouri, Inc.
HealthLink, Inc.	HealthLink, Inc.
HealthLink HMO, Inc.	HealthLink HMO, Inc.
RightCHOICE Insurance Company	RightCHOICE Insurance Company
C&S Properties, Inc.	C&S Properties, Inc.
Forty-Four Forty-Four Forest Park Redevelopment Corporation	Forty-Four Forty-Four Forest Park Redevelopment Corporation
R&P Realty, Inc.	R&P Realty, Inc.
Diversified Life Insurance Agency of Missouri, Inc.	Diversified Life Insurance Agency of Missouri, Inc.
Preferred Health Plans of Missouri, Inc.	Preferred Health Plans of Missouri, Inc.
WellPoint Health Networks Inc., and its other subsidiaries and affiliates	WellPoint Health Networks Inc., and its other subsidiaries and affiliates

**SERVICES RENDERED:**

The companies listed above under the heading Company Providing Services (one company is referred to as "Provider", and collectively as "Providers") will provide the following services to the companies listed above under the heading Company Receiving Services (one company is referred to as "Receiver", and collectively as "Receivers") as described more fully in the Master Services Agreement:

- (a) medical, dental, pharmacy and life benefits administration;
- (b) payroll services;
- (c) electronic data processing services;
- (d) community affairs and public relations services;
- (e) preparation of financial and other accounting reports;
- (f) banking services, cash management and investment administration;
- (g) advertising, sales promotion and publication of reports;
- (h) employee benefits administration;
- (i) services related to employment and discharge of personnel;
- (j) preparation of tax returns;
- (k) purchase and delivery of supplies;
- (l) mail service;
- (m) telecommunications consulting;

- (n) computer support and central database maintenance;
- (o) actuarial services;
- (p) marketing services for the various products offered by the Subsidiaries, including underwriting and policyholder services;
- (q) utilization management or review services;
- (r) medical claims review;
- (s) regulatory agency services;
- (t) billing and collection of premiums and/or fees;
- (u) plan performance reporting;
- (v) information technology;
- (w) branding services;
- (x) board services;
- (y) strategic planning;
- (z) corporate development;
- (aa) procurement;
- (bb) internal auditing;
- (cc) legal services;
- (dd) delegation oversight;
- (ee) third party administrator services; and
- (ff) provider network access, provider network management and provider contracting, which will include addressing the regulatory and accreditation requirements applicable to a Receiver. On a periodic basis, the Provider will identify the regulatory and accreditation requirements applicable to the Receivers. To the extent a provider contract for a Receiver was in existence prior to December 1, 2000, the Provider will endeavor to implement the necessary changes to that provider contract to achieve compliance with the regulatory and accreditation requirements applicable to the Receiver.

#### COMPENSATION FOR SERVICES RENDERED:

Each Receiver will reimburse the applicable Provider for the direct and indirect costs and expenses (including overhead expenses) incurred by such Provider in furnishing or obtaining any of the services provided for under Services Rendered. Costs and expenses directly traceable will be passed through at cost. Indirect expenses (including overhead) will be passed through based upon the Provider's internal cost accounting procedures and methodologies, consistently applied.

The providers provide various services to each other in order to obtain process and cost efficiencies. Allocation methodologies are employed to accurately distribute these costs to the ultimate business entity beneficiary, subject to cost/benefit constraints. WellPoint Health Network Inc.'s cost centers allocate costs based upon the following hierarchy of allocation methodologies:

Directly charge costs to end users of services provided; and

Proxies, such as Headcount, Premium and premium Equivalents, Memberships, etc.

Invoices or ledger entries for services rendered to a Receiver will be rendered or made available by the Provider to that Receiver at least quarterly but not more often than monthly. Any amounts due the Provider will be paid, or will be satisfied by the applicable Receiver by way of offset against any obligation of the Provider to that Receiver, within thirty (30) days after receipt of the applicable invoices.

Allocation methodologies are applied on a consistent basis and are reviewed and updated at least annually as part of the annual planning process.

**TERM:**

Subject to approval by applicable department of insurance or other applicable regulatory agency, the term of this attachment shall be one year, effective January 1, 2003, and shall be automatically renewed for additional one year periods unless otherwise terminated. A party may terminate this Attachment, with respect to its rights and obligations by giving at least ninety (90) days prior written notice to the other parties. This Attachment and the compensation arrangement provided hereunder shall be applicable to services rendered by or from the affiliated companies listed above as of the effective date hereof.

**AGREED:**

RightCHOICE Managed Care, Inc.

By: Thomas C. Quinn  
Its: Secretary

R&amp;P Realty, Inc.

By: Angela F. Braly  
Its: SecretaryHealthy Alliance Life Insurance  
CompanyBy: Thomas C. Quinn  
Its: SecretaryDiversified Life Insurance Agency of  
Missouri, Inc.By: Angela F. Braly  
Its: Secretary

HMO Missouri, Inc.

By: Thomas C. Quinn  
Its: Secretary

Preferred Health Plans of Missouri, Inc.

By: Angela F. Braly  
Its: Secretary

HealthLink, Inc.

By: Thomas C. Quinn  
Its: Secretary

WellPoint Health Networks Inc.

By: Thomas C. Quinn  
Its: EVP, General Counsel and Secretary

HealthLink HMO, Inc.

By: Thomas C. Quinn  
Its: Secretary

RightCHOICE Insurance Company

By: Thomas C. Quinn  
Its: Secretary

C&amp;S Properties, Inc.

By: Angela F. Braly  
Its: SecretaryForty-Four Forty-Four Forest Park  
Redevelopment CorporationBy: Angela F. Braly  
Its: Secretary