

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), dated as of January 16, 2008 (the "Effective Date"), is by and between JAMES G. CARLSON (the "Executive") and AMERIGROUP CORPORATION, a Delaware corporation (the "Company").

RECITALS

A. Executive has heretofore been active as an executive officer of the Company and has been integral to the operation of the Company's business (the "Business").

B. In order to preserve and promote the conduct of the Business, the Company desires to retain Executive's continued services in a new role, as President and Chief Executive Officer, and Executive agrees to render such services in such position, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, Executive's continued employment and the mutual promises contained herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Employment.

(a) General. The Company shall continue to employ Executive on a full-time basis to perform such duties as may be assigned from time to time by the Company, and Executive agrees to continue such employment with the Company, on and subject to the terms and conditions herein provided.

(b) Duties; Reporting. Executive agrees to serve as President and Chief Executive Officer of the Company. Executive shall at all times report to, and his activities shall at all times be subject to the direction and control of, the Company's Board of Directors (the "Board"). Executive shall devote his full business time, energy, attention and services to the diligent, faithful and competent discharge of all duties and directions in respect of the business and affairs of the Company as may from time to time be vested in or reasonably requested of him by the Board; provided, however, Executive may engage in community, charitable, and educational activities. Executive shall obtain the prior approval of the Nominating and Governance Committee of the Board before serving as a director for any for-profit company or enterprise or any not-for-profit organization.

(c) Place of Performance. Executive shall perform his principal employment duties hereunder at the offices of the Company in Virginia Beach, Virginia, or at such other location(s) as the Company may reasonably designate from time to time on a temporary basis. Executive also shall undertake such travel as is necessary in connection with the performance by Executive of his duties hereunder.

(d) Director Nomination. For so long as Executive is employed as President and Chief Executive Officer pursuant to this Agreement, the Board shall designate and nominate Executive as a director of the Company and, if elected by the stockholders of the Company, Executive shall accept such position and diligently perform the duties arising from such position.

2. Term. Subject to Section 4 below, the term of Executive's employment under this Agreement shall commence on the Effective Date and continue until the third (3rd) anniversary of the Effective Date, provided, such term shall automatically renew on a year-to-year basis thereafter until terminated by either party in accordance with Section 4 below.

3. Compensation and Benefits. During the term of Executive's employment under this Agreement and subject to Section 4 below, the Company shall pay or provide, as applicable, to Executive the following:

(a) Base Salary. The Company shall pay Executive a base salary at an annual rate of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) per year (as adjusted pursuant to this Section 3(a), the "Base Salary"). Annually, beginning March 2008, the Board shall review the Base Salary and in its discretion determine whether merit-based adjustments are appropriate.

(b) Fringe Benefits. Executive will be entitled to participate on the same basis with all other management employees of the Company in the Company's standard benefits package generally available for senior management, as well as all other officers and employees of the Company, provided that Executive meets the eligibility criteria established for each such plan (Executive's eligibility and benefit level shall be determined separately for each plan and all such determinations shall be made by the parties charged in the plan with responsibility for such determinations).

(c) Cash and Equity Incentive Plans. Executive will be entitled to participate in the Company's cash and equity incentive compensation plans for senior management, as in effect from time to time (currently the AMERIGROUP Corporation 2007 Cash Incentive Plan and the AMERIGROUP Corporation 2005 Equity Incentive Plan), in accordance with the terms and conditions of the plans, including such opportunities and limitations as may be applicable specifically to Executive's position.

(d) Change in Control. Executive will be entitled to participate in the Company's programs and policies that are applicable in the event of a change in control of the Company, as in effect from time (currently the AMERIGROUP Corporation Change in Control Benefit Policy), in accordance with the terms and conditions of the programs and policies, including such provisions as may be applicable specifically to Executive's position.

(e) Business Expenses. The Company shall reimburse Executive for reasonable and necessary out-of-pocket expenses incurred in connection with his duties hereunder, including, without limitation, business entertainment, community involvement, business development, travel on behalf of the Company, including, without limitation, lodging and transportation expenses incurred in connection with such business trips. Executive agrees to provide accurate and itemized expense records so that the Company may receive the benefit of any and all applicable tax deductions with respect thereto, and the Company agrees to provide reimbursement within a reasonable time and in accordance with the timeframe used for reimbursement for other management employees of the Company after receipt of such documentation.

4. Termination and Effect on Compensation.

(a) Termination. Executive's employment under this Agreement may be terminated as follows:

(i) Without Cause by the Company. The Company may terminate Executive's employment at any time without Cause (defined below) by giving written notice to Executive, which notice shall specify whether the termination is effective immediately or at a future date not to exceed sixty (60) days from the date of notice (in the event that the Company specifies such a future date, Executive will until such date provide such transition services as may be reasonably requested);

(ii) With Cause by the Company. The Company may terminate Executive's employment at any time for Cause by giving written notice to Executive, which termination shall be effective immediately;

(iii) Without Changed Circumstances by Executive. Executive may terminate his employment at any time for any reason whatsoever or for no reason upon not less than sixty (60) days' prior written notice to the Company;

(iv) For Changed Circumstances by Executive. Executive may terminate his employment at any time for Changed Circumstances (defined below) upon not less than forty-five (45) days' prior written notice (the "Notice Period") to the Company specifying such Changed Circumstances (and the change, event or action giving rise thereto), provided that such notice is given within thirty (30) days after the initial occurrence of such Changed Circumstances, and provided further that the change, event or action giving rise to the Changed Circumstances has not been cured as of the expiration of the Notice Period; and

(v) Death or Permanent Disability. Executive's employment shall terminate immediately if Executive dies or becomes Permanently Disabled (defined below).

(b) Effect of Termination.

(i)(A) In the event that (x) the Company terminates Executive's employment pursuant to Section 4(a)(i) (Without Cause), or (y) Executive terminates his employment pursuant to Section 4(a)(iv) (For Changed Circumstances), the Company shall within thirty (30) days after the effective date of such termination pay Executive a cash amount equal to the sum of (aa) all Base Salary which has accrued as of the date of Executive's termination and is then unpaid and any cash bonus under Section 3 (c) that has been awarded by the Board and is then unpaid, (bb) the value (based on Executive's then-current Base Salary) of

paid annual leave which has accrued through the effective date of Executive's termination and is then unused, and (cc) the Special Separation Payment (defined below). The "Special Separation Payment" shall be a lump sum amount equal to the sum of (1) two times (2x) the amount of Executive's Base Salary rate for the applicable year, plus (2) two times (2x) the amount of Executive's annual cash bonus target (currently the MJO Bonus Annual Target) for the applicable year under the 2007 Cash Incentive Plan or its successor. Notwithstanding anything to the contrary set forth herein, if any termination is effected pursuant to Section 4(a)(i) or 4(a)(iv) during the Protected Period (as defined in the Company's Change in Control Benefit Policy), the Special Separation Payment shall not be paid unless and except to the extent that it exceeds the amount payable under the Company's Change in Control Benefit Policy on account of Executive's termination (and the Company and Executive agree that, notwithstanding anything to the contrary in the Change in Control Benefit Policy, the amount payable thereunder shall be determined without regard to any subordination principle expressed therein).

(B) Notwithstanding the foregoing, the Company's obligation to pay Executive any amount in respect of the Special Separation Payment shall be contingent upon Executive's execution and delivery to the Company of a Severance Agreement (with terms that are not inconsistent with the terms of this Agreement) and a Release of all Claims in the forms requested by the Company and, to the extent that the Severance Agreement and/or Release of all Claims includes a statutory revocation/rescission period, the expiration of such period without Executive having revoked the release.

(ii) In the event that Executive's employment terminates pursuant to Section 4(a)(v) (Death or Permanent Disability), the Company shall pay Executive or his estate the same amount that is payable pursuant to Section 4(b)(A), including the limitations applicable to termination during the Protected Period (as defined in the Company's Change in Control Benefit Policy), provided (x) in the case of termination related to death, such amount shall be reduced by all amounts payable to Executive's beneficiaries pursuant to life insurance policies on Executive's life (group term or otherwise) maintained by the Company, and shall be paid within thirty (30) days of Executive's death, (y) in the case of termination related to Executive being Permanently Disabled, such amount shall be paid in full on the first day of the first month following the month in which such termination became effective, provided such amount shall be reduced by the present value as calculated by the Company using the prime rate (as announced by the Company's primary lending institution as of the date of determination of the Permanent Disability) as the discount rate for such calculation, of any monthly disability benefit that will be payable to Executive during the first twenty-four (24) months of disability, under any disability insurance coverage provided to Executive by the Company (group or individual), and (z) the Company's obligation to pay Executive or his estate any amount pursuant to this Section 4(b)(ii) shall be contingent upon Executive's (or his personal representative's), or the personal representative of Executive's estate, execution and delivery to the Company of a Severance Agreement (with terms that are not inconsistent with the terms of this Agreement) and a Release of all Claims in the forms requested by the Company and, to the extent that the Severance Agreement and/or Release of all Claims includes a statutory revocation/rescission period, the expiration of such period without Executive having revoked the release.

(iii) In the event that Executive's employment terminates for any reason other than pursuant to (A) Section 4(a)(i) (Without Cause), (B) Section 4(a)(iv) (For Changed Circumstances) or Section 4(a)(v) (Death or Disability), the Company shall pay Executive the sum of (x) any Base Salary which has accrued as of the date of Executive's termination and is then unpaid, and (y) the value (based on Executive's then-current Base Salary) of paid annual leave which has accrued through the effective date of Executive's termination and is then unused. For clarity, the preceding sentence shall apply in the event that Executive is terminated pursuant to Section 4(a)(ii) (With Cause) or Executive terminates his employment pursuant to Section 4(a)(iii) (Without Changed Circumstances) or Executive otherwise resigns.

(iv) Except for the payments described in Sections 4(b)(A), 4(a)(ii) or 4(b)(iii) above, as applicable, Executive shall not receive or be entitled to any other compensation or benefits from the Company or any of its affiliates after the termination of Executive's employment hereunder (other than Executive's right to maintain COBRA coverage for the period required by applicable law, and any amount payable to Executive pursuant to the terms of any Long Term Incentive Plan established by the Compensation Committee of the Board under the Company's 2007 Cash Incentive Plan or its successor), including without limitation any bonus(es) under Section 3.

(v) Upon the effective date of any termination of Executive's employment hereunder, Executive shall be deemed to have resigned from the Board and any and all offices and other positions held by Executive in the Company and/or any of its affiliates and upon the Company's request, Executive shall confirm such resignation in writing.

(c) Definitions Used Above.

(i) "Cause" means conduct involving one or more of the following: (A) the substantial and continuing failure of Executive to render services to the Company in accordance with Executive's obligations and position with the Company, provided the Board gives Executive notice with reasonable detail of the nature of such failure and, if such failure is capable of cure, Executive fails to cure such failure within thirty (30) days after receipt of such notice; (B) Executive's dishonesty, gross negligence, breach of fiduciary duty, willful misconduct or violation of any laws or regulations applicable to the Company; (C) the commission by Executive of an act of fraud or embezzlement; (D) the conviction of, or plea of *nolo contendere* by, Executive of a felony or any lesser crime generally regarded as involving moral turpitude, (E) the engaging in, or commission by the Executive of, any intentional act which, in the good faith judgment of the Board, has, or is reasonably likely to have, a material adverse effect on the public perception or business of the Company; (F) Executive's repeated impairment due to alcohol, controlled substances or drugs or the performance by Executive of his duties hereunder under the influence of alcohol, controlled substances or drugs (excluding prescribed drugs); or (G) a material breach of the terms of an agreement with the Company or any subsidiary or affiliate, provided that the Board gives Executive notice with reasonable detail of such breach and, if such breach is capable of cure, Executive fails to cure such breach within thirty (30) days after receipt of such notice.

(ii) "Changed Circumstances" means without the consent of Executive, (A) the Board effects any changes in the duties and responsibilities of Executive that are materially inconsistent with the duties and responsibilities of Executive immediately prior to the implementation of such changes or (B) the Board reduces Executive's target annual compensation by ten percent (10%) or more, excluding any reductions effected in an across-the-board manner to the salaries paid to Company's executive officers.

(iii) Executive shall be deemed "Permanently Disabled" if Executive suffers any physical or mental condition that qualifies Executive for a disability benefit under the disability plan maintained by the Company on the date of determination.

5. Breach by Executive. Should Executive materially breach any of the provisions hereof, or should Executive breach any of the covenants, representations, warranties or other provisions of any agreement to which Executive and the Company are parties, in addition to and not in limitation of any other rights or remedies the Company may have: (a) the Company shall not be bound to make any further payments that it may owe to Executive under this or any other agreement to which Executive and the Company are parties, until such breach is cured to the Company's reasonable satisfaction; (b) the Company may offset against any such amount(s) owed hereunder any damages it believes it has incurred as a result of such breach; (c) the Company may recover money damages; and (d) in addition to its rights to damages and its other rights, the Company shall be entitled to obtain equitable relief for any such breach so that Executive shall be required to cease and desist immediately from breaching any such provision of this or any such other agreement (it being agreed that damages alone would be inadequate to compensate the Company and would be an inadequate remedy for such breach).

6. Other Special Covenants. As a condition to the Company's execution and delivery of this Agreement (and as further consideration of the Company's covenants hereunder), contemporaneously herewith Employee has executed and delivered to the Company an Executive Noncompetition, Nondisclosure and Developments Agreement.

7. Governing Law; Jurisdiction and Venue. This Agreement, and the rights and obligations of the Company and Executive hereunder, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to contracts made and to be performed therein. Each of the Parties hereby agrees and submits to the jurisdiction and venue of any state or federal court sitting in Norfolk, Virginia (the "Chosen Courts"), in any action or proceeding arising out of or relating to this Agreement. Each Party agrees that the Chosen Courts shall have exclusive jurisdiction for such purposes and each Party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court, waives any objection to laying venue in any such action or proceeding in the Chosen Courts, and waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction.

8. Severability. The parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of one clause shall in no way impair the enforceability of any of the other clauses herein. Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification to become a part hereof and treated as though contained in this original Agreement.

9. Reformation. The parties hereto agree that any court of competent jurisdiction may modify any unenforceable provision of

this Agreement in lieu of severing the unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding language to this Agreement, or making such other modification that the court deems warranted to carry out the agreement of the parties. The parties hereto expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.

10. Assignment. Neither the Company nor the Executive nor any of his beneficiaries may assign, pledge or encumber the other party's interests in this Agreement or any part thereof. Notwithstanding the foregoing, the Company may assign this Agreement in whole or in part to any person, partnership, corporation, limited liability company or entity deriving title to the Business or the assets or goodwill of the Company, including, without limitation, any affiliate.

11. Waivers and Modifications. No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be set forth in a writing signed by the parties. This Agreement shall not be construed more strictly against one party by virtue of the fact it may have been prepared by counsel for such party, it being recognized that each of the parties have contributed substantially and materially to the preparation of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall inure to the benefit of the respective parties' heirs, personal representatives, successors and permitted assigns.

13. No Waiver of Breach or Remedy. A waiver by either party of the breach of any of the provisions of this Agreement by the other party shall not be deemed a waiver by either party of any subsequent breach, nor shall recourse to any remedy hereunder be deemed a waiver of any other or further relief or remedy provided for herein.

14. Notices. All notices hereunder shall be in writing and shall be delivered in person or mailed by certified or registered mail, return receipt requested, addressed as follows:

If to the Company, to:	AMERIGROUP Corporation 4425 Corporation Lane, Suite 300 Virginia Beach, Virginia 23462 Attention: Stanley F. Baldwin Executive Vice President and General Counsel
If to the Executive, to:	James G. Carlson

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

16. Section Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to define, limit, or otherwise affect the construction of any provision hereof.

17. Withholding. Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable under this Agreement all federal, state, local, and foreign taxes that are required to be withheld by applicable laws or regulations..

18. Seals. This Agreement is executed and delivered under seal, and the designation "[SEAL]" on this Agreement shall be as effective as the affixing of a seal physically thereto.

[Remainder of page intentionally left blank — signature page follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands and seals hereunto as of the day and year above first written.

EXECUTIVE:

[SEAL]

James G. Carlson

COMPANY:

AMERIGROUP CORPORATION,
a Delaware corporation

[SEAL] By:

Name: Stanley F. Baldwin

Title: Executive Vice President, Secretary and General Counsel

**AMENDMENT NO. 1 TO
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO THE EXECUTIVE EMPLOYMENT AGREEMENT (this "Amendment") by and between AMERIGROUP CORPORATION, a Delaware corporation (the "Company") and James G. Carlson ("Executive"), is made as of November 6, 2008.

WHEREAS, the Company and Executive are parties to that certain Executive Employment Agreement dated as of January 16, 2008 (the "Agreement");

WHEREAS, the Company and Executive wish to amend the Agreement as set forth below to comply with Section 409A of the Internal Revenue Code; and

WHEREAS, the Company and the Executive may amend the Agreement by a signed writing;

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. The first sentence of Section 4(b)(i)(A) of the Agreement is hereby deleted in its entirety and replaced with the following sentence:

Subject to Sections 4(b)(i)(B) and 4(d) hereof, in the event that (x) the Company terminates Executive's employment pursuant to Section 4(a)(i) (Without Cause), or (y) Executive terminates his employment pursuant to Section 4(a)(iv) (For Changed Circumstances), the Company shall, on the sixtieth (60th) day following Executive's effective date of termination, pay Executive a cash amount equal to the sum of (aa) all Base Salary which has accrued as of the date of Executive's termination and is then unpaid and any cash bonus under Section 3(c) that has been awarded by the Board and is then unpaid, (bb) the value (based on Executive's then-current Base Salary) of paid annual leave which has accrued through the effective date of Executive's termination and is then unused, and (cc) the Special Separation Payment (defined below).

2. Section 4(b)(i)(B) is hereby deleted in its entirety and replaced with the following:

Notwithstanding the foregoing, the Company's obligation to pay Executive any amount in respect of the Special Separation Payment shall be contingent upon Executive's execution and delivery (and, if applicable, timely non-revocation) of a Severance Agreement (with terms that are not inconsistent with the terms of this Agreement) and the Company's standard form of general release within fifty-two (52) days following the date of Executive's termination of employment.

3. Section 4(b)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

In the event that Executive's employment terminates pursuant to Section 4(a)(v) (Death or Permanent Disability), the Company shall pay Executive or his estate the same amount that is payable pursuant to Section 4(b)(i)(A), including the limitations applicable to termination during the Protected Period (as defined in the Company's Change in Control Benefit Policy), provided (x) in the case of termination related to death, such amount shall be reduced by all amounts payable to Executive's beneficiaries pursuant to life insurance policies on Executive's life (group term or otherwise) maintained by the Company, and shall be paid within thirty (30) days of Executive's death (but not earlier than the effective date of the release of claims described in clause (z) below), (y) in the case of termination related to Executive being Permanently Disabled, such amount shall be paid in full on the first day of the first month following the month in which such termination became effective (but not earlier than the effective date of the release of claims described in clause (z) below), provided such amount shall be reduced by the present value as calculated by the Company using the prime rate (as announced by the Company's primary lending institution as of the date of determination of the Permanent Disability) as the discount rate for such calculation, of any monthly disability benefit that will be payable to Executive during the first twenty-four (24) months of disability, under any disability insurance coverage provided to Executive by the Company (group or individual), and (z) the Company's obligation to pay Executive or his estate any amount pursuant to this Section 4(b)(ii) shall be

contingent upon Executive's (or his personal representative's), or the personal representative of Executive's estate, execution and delivery to the Company of a Severance Agreement (with terms that are not inconsistent with the terms of this Agreement) and the Company's standard form of general release within fifty-two (52) days following the date of Executive's termination of employment; provided, however, that if Executive's termination of employment because of death or Permanent Disability, as the case may be, occurs after October during any year, payment shall be made not earlier than the first day of the next following year.

4. Section 4(b)(v) of the Agreement is hereby deleted in its entirety and replaced with the following:

Upon the effective date of any termination of Executive's employment hereunder (without regard to whether the termination constitutes a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")), Executive shall be deemed to have resigned from the Board and any and all offices and other positions held by Executive in the Company and/or any of its affiliates and upon the Company's request, Executive shall confirm such resignation in writing.

5. A new Section 4(d) is hereby added to the Agreement to read in its entirety as follows:

Conditions to Payment and Acceleration; Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary (other than as expressly provided in Section 4(b)(v)), the Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement unless the Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in Section 4 of this Agreement that are due within the "short term deferral period" within the meaning of Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. If current or future regulations or guidance from the Internal Revenue Service dictates, or the Company's counsel determines in accordance with applicable law or regulations, that any payments or benefits due to the Executive hereunder would cause the application of an accelerated or additional tax under Section 409A of the Internal Revenue Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following the Executive's termination of employment shall instead be paid on the first business day after the date that is six months following the Executive's termination of employment (or upon the Executive's death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not effect amounts reimbursable or provided in any subsequent year; provided, however, that with respect to any reimbursements for any taxes which Executive would become entitled to under the terms of the Agreement, the payment of such reimbursements shall be made by the Company no later than the end of the calendar year following the calendar year in which Executive remits the related taxes.

6. This Amendment shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Virginia.

7. Except as modified by this Amendment, the Agreement is hereby confirmed in all respects.

[signature page follows]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date and the year first written above.

AMERIGROUP CORPORATION,
a Delaware corporation

/s/ Stanley F. Baldwin

By: Stanley F. Baldwin

Title: Executive Vice President, General Counsel
and Secretary

EXECUTIVE:

/s/ James G. Carlson

JAMES G. CARLSON

**AMENDMENT NO. 2 TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") by and between AMERIGROUP CORPORATION, a Delaware corporation (the "Company") and James G. Carlson ("Executive") is made as of August 4, 2009.

WHEREAS, the Company and Executive are parties to that certain Employment Agreement dated as of January 16, 2008, as amended pursuant to Amendment No. 1 thereto dated November 6, 2008 (as amended, the "Agreement");

WHEREAS, the Company adopted a Severance Plan on June 30, 2008, as amended on November 6, 2008 and May 1, 2009 (as amended, the "Severance Plan") to provide certain benefits upon termination of employment to the Company's eligible employees other than the Executive;

WHEREAS, the Company and Executive wish to amend the Agreement as set forth below to provide Executive with certain benefits related to COBRA assistance and the payment of certain installments under established Long Term Incentive Plans upon a termination of employment in the same manner that such benefits are provided to the Company's other executive officers under the Severance Plan; and

WHEREAS, the Company and the Executive may amend the Agreement by a signed writing;

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. The second sentence of Section 4(b)(i)(A) of the Agreement is hereby deleted in its entirety and replaced with the following sentence:

The "Special Separation Payment" shall be a lump sum amount equal to the sum of (1) two times (2x) the amount of Executive's Base Salary rate for the applicable year, plus (2) two times (2x) the amount of Executive's annual cash bonus target (currently the MJO Bonus Annual Target) for the applicable year under the 2007 Cash Incentive Plan or its successor plus (3) any installments under any existing Long Term Incentive Plans (as established under the 2007 Cash Incentive Plan or its successor) for which the Compensation Committee of the Company's Board of Directors has approved funding as of the date of termination.

2. A Section 4(b)(iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

Except for the COBRA benefits described in this Section 4(b)(iv) and the payments described in Sections 4(b)(i)(A), 4(b)(ii) or 4(b)(iii), as applicable, Executive shall not receive or be entitled to any other compensation or benefits from the Company or any of its affiliates after the termination of Executive's employment hereunder, including without limitation any bonus(es) under Section 3. Executive shall be entitled to maintain coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") for the period required by applicable law and shall be eligible for any COBRA subsidy applicable to the Company's executive vice presidents under the Severance Plan, subject to the terms and conditions of the Severance Plan as then in effect.

3. This Amendment shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Virginia.
4. Except as modified by this Amendment, the Agreement is hereby confirmed in all respects.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date and the year first written above.

AMERIGROUP CORPORATION,
a Delaware corporation

By: Stanley F. Baldwin

Title: Executive Vice President, General Counsel
and Secretary

EXECUTIVE:

JAMES G. CARLSON

**AMENDMENT NO. 3 TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT No. 3 TO EMPLOYMENT AGREEMENT (this "Amendment") by and between AMERIGROUP CORPORATION, a Delaware corporation (the "Company") and James G. Carlson ("Executive") is made as of March 30, 2011.

WHEREAS, the Company and Executive are parties to that certain Employment Agreement dated as of January 16, 2008, as amended pursuant to Amendment No. 1 thereto dated November 6, 2008 and Amendment No. 2 thereto dated August 4, 2009 (as amended, the "Agreement");

WHEREAS, the Company and Executive wish to amend the Agreement as set forth herein, and the parties may amend the Agreement by a signed writing.

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. The second sentence of Section 4(b)(i)(A) of the Agreement is hereby deleted in its entirety and replaced with the following sentence:

The "Special Separation Payment" shall be a lump sum amount equal to the sum of (1) two times (2x) the amount of Executive's Base Salary rate for the year in which termination of employment occurs, plus (2) two times (2x) the amount of Executive's annual cash bonus target for the calendar year immediately prior to the calendar year in which termination of employment occurs plus (3) any cash Long Term Incentive Plans (established under the 2007 Cash Incentive Plan or its successor) payable in 2012 or 2013 for which the Compensation Committee of the Company's Board of Directors has approved funding as of the date of termination, plus (4) the prorated amount (based on completed months of the applicable award cycle) of any other outstanding long-term incentive cash award granted under the 2007 Cash Incentive Plan or its successor, but only to the extent the performance criteria under the applicable terms of the award have been met as of the date of termination.

2. This Amendment shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Virginia.
3. Except as modified by this Amendment, the Agreement is hereby confirmed in all respects.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date and the year first written above.

AMERIGROUP CORPORATION,
a Delaware corporation

By: _____
Nicholas J. Pace, its Executive Vice President,
General Counsel and Secretary

EXECUTIVE:

JAMES G. CARLSON

**AMENDMENT NO. 4 TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT No. 4 TO EMPLOYMENT AGREEMENT (this "**Amendment**") is entered into by and between WellPoint, Inc., an Indiana corporation ("**WellPoint**") and James G. Carlson ("**Executive**") as of July 9, 2012, and effective as of the Closing Date (as hereinafter defined).

WHEREAS, AMERIGROUP Corporation, a Delaware corporation (the "**Company**") and Executive are parties to that certain Employment Agreement dated as of January 16, 2008, as amended pursuant to Amendment No. 1 thereto dated November 6, 2008, Amendment No. 2 thereto dated August 4, 2009, and Amendment No. 3 thereto dated March 30, 2011 (as amended, the "**Employment Agreement**");

WHEREAS, the Company has entered into an agreement and plan of merger with WellPoint pursuant to that certain Agreement and Plan of Merger, dated as of July 9, 2012, by and among the Company, WellPoint and WellPoint Merger Sub, Inc. (the "**Merger Agreement**");

WHEREAS, the "**Closing Date**" and "**Effective Date**" shall have the meaning specified in the Merger Agreement;

WHEREAS, WellPoint has identified Executive as key to the continued success of the Company and wishes to retain and incentivize Executive following the Closing Date and the Executive wishes to continue to remain employed by the Company under the terms and conditions of the Employment Agreement, as further amended herein; and

WHEREAS, WellPoint agrees to assume the Employment Agreement, effective as of the Closing Date, subject to the amendments contemplated by this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Employment Agreement is hereby amended (effective as of the Closing Date) as follows:

1. Section 1(b) of the Employment Agreement amended and restated as follows:

Duties: Reporting. Executive agrees to serve as the most senior executive officer of the AMERIGROUP business. Executive shall at all times report to, and his activities shall at all times be subject to the direction and control of, the President and Chief Executive Officer of WellPoint. Executive shall devote his full business time, energy, attention and services to the diligent, faithful and competent discharge of all duties and directions in respect of the business and affairs of the Company as may from time to time be vested in or reasonably requested of him by the President and Chief Executive Officer of WellPoint; provided, however, Executive may engage in community, charitable, and educational activities. Executive shall obtain the prior approval of the President and Chief Executive Officer of

WellPoint before serving as a director for any for-profit company or enterprise or any not-for-profit organization, other than for any directorships held by Executive as of the Closing Date.

2. Section 2 of the Employment Agreement is amended and restated as follows:

Subject to Section 4 below, the term of Executive's employment under this Agreement shall commence on the Effective Date and continue until the second (2nd) anniversary of the Closing Date (the "**Initial Term**").

Subject to Section 4 below, at least three (3) months prior to the end of the Initial Term, Executive shall be offered participation in the WellPoint, Inc. Executive Agreement Plan, as amended from time to time (or any successor plan as in effect from time to time) at a level commensurate with his position as applicable to similarly situated executives of WellPoint, and, provided Executive timely accepts, such participation shall take effect as of immediately following the end of the Initial Term. For the avoidance of doubt, in the event that Executive declines participation in the WellPoint, Inc. Executive Agreement Plan, the employment relationship shall continue on an "at will" basis.

3. Section 3(a) of the Employment Agreement is amended to reflect that Executive's current Base Salary is \$835,000 per year and that the Base Salary may be increased, but not decreased, except in the case of any reduction applicable to management employees generally.
4. Section 3(c) of the Employment Agreement is amended and restated as follows:

Annual and Long Term Incentive Plans. For each fiscal year, Executive shall be eligible to participate in WellPoint's annual and long-term incentive compensation plans for EVP level executives, as in effect from time to time, in accordance with the terms and conditions of such plans and shall be treated no less favorably than other similarly situated WellPoint executives, provided that Executive is not already participating in AMERIGROUP's plans for such fiscal year. The minimum target annual bonus for which Executive shall be eligible for each fiscal year that commences during the Initial Term shall be at 175% of the Base Salary.

5. Section 3(d) of the Employment Agreement is amended and restated as follows:

Change in Control. Reference is made to Article 4 (Additional Change in Control Benefits) of the WellPoint, Inc. Executive Agreement Plan (as amended from time to time), and such Article 4 is incorporated herein by reference. In the event of a "Change in Control" of WellPoint during the term of Executive's employment under this Agreement, Executive will be eligible for the benefits contemplated thereunder and on the same terms and conditions *as if* he were a "Participant" in such Plan. For the avoidance of doubt, the restrictive covenants provided for in such Plan shall be replaced with the restrictive covenants contained in the Executive's Noncompetition, Nondisclosure and Development Agreement and the clawback provisions contained in such Plan shall not apply to Executive.

6. A new Section 3(f) is hereby added to the Employment Agreement:

(f) **Special RSU Award.** On the first business day of the month concurrent with or following the Closing Date, WellPoint shall grant Executive a special restricted stock unit award under the WellPoint Incentive Compensation Plan, having a value as of the grant date of \$7,000,000. The restricted stock units will vest on the second (2nd) anniversary of the Closing Date, provided (unless otherwise set forth in the award agreement) Executive remains in the continuous employ of the Company until such date. The terms and conditions of the restricted stock unit award (including the right to dividend equivalents) shall be in substantially the form of such award attached hereto as Exhibit A. For the avoidance of doubt, in the event of accelerated vesting of the Special RSU Award due to Executive's death or disability, the amount of Executive's payments contemplated under Section 4(b)(ii) shall be reduced (but not below zero) by the value of such accelerated Special RSU Award on the date of vesting.

7. A new Section 3(g) is hereby added to the Employment Agreement:

(g) **Acceleration of Certain AMERIGROUP Awards.** Immediately after the Effective Time, notwithstanding anything to the contrary in the Merger Agreement (including Section 1.11(e) of the Merger Agreement), WellPoint shall pay to the Executive in exchange for any shares of Restricted Stock (as such term is defined in the AMERIGROUP Corporation 2009 Equity Incentive Plan, as amended and restated from time to time) that were awarded to the Executive pursuant to a certain AMERIGROUP Corporation 2009 Equity Incentive Plan Restricted Stock Agreement, dated March 9, 2010, and that remain unvested as of the Effective Time (the "Unvested Shares"), a lump sum cash amount (free from vesting requirements, deferrals or restrictions) equal to the product of (i) the total number of such Unvested Shares as existed immediately prior to the Effective Time and the application of Section 1.11(e) of the Merger Agreement, multiplied by (ii) the Merger Consideration, as such term is defined in the Merger Agreement (the "RS Payment"). For the avoidance of doubt and notwithstanding anything to the contrary herein or in any other plan, policy or agreement (including the hereabove referenced restricted stock agreement), no portion of the RS Payment shall be subject to claw-back, set-off, offset, recoupment, or any similar concept.

8. Section 4(a)(iii) of the Employment Agreement is amended and restated as follows:

Without Changed Circumstances by Executive. Executive may terminate his employment at any time for any reason whatsoever or for no reason upon not less than thirty (30) days' prior written notice to the Company, provided, that such notice may not be given during the first five (5) months of the Initial Term in the absence of unforeseen personal emergency circumstances;

9. The second and third sentences of Section 4(b)(i)(A) of the Employment Agreement are hereby deleted in their entirety and replaced with the following sentences:

The "**Special Separation Payment**" shall be a lump sum amount equal to *the greater of* (x) three (3) times the sum of his then current Base Salary and his target annual cash bonus for the calendar year in which his termination of employment occurs and (y) \$6,888,750. Reference is made to Section 5(d) (Section 280G) of the AMERIGROUP Corporation Amended and Restated Change in Control Benefit Policy and such Section 5(d) is incorporated by reference herein. The terms and conditions of such Section 5(d) shall apply to the extent that any portion of the Special Separation Payment (or any other "Payment" described under such Section 5(d)) would constitute an "excess parachute payment" within the meaning of Section 280G(b) of the Internal Revenue Code of 1986, as amended from time to time; provided, however, that the second sentence of Section 5(d)(i) shall apply only with respect to Payments that do not constitute deferred compensation under Code Section 409A after taking into account all exceptions applicable under the regulations and other guidance issued thereunder.

10. In the definition of "Changed Circumstances" in Section 4(c)(ii) of the Employment Agreement, references to the "Board" shall mean "WellPoint" and the reference to "the Company's executive officers" shall mean "WellPoint's executive officers".
11. The following sentence is added to the end of the definition of "Changed Circumstances" in Section 4(c)(ii) of the Employment Agreement:

(For the avoidance of doubt, by agreeing to the amendments in this Amendment No. 4, (i) Executive consents to the change in his duties and responsibilities following the Closing Date in accordance with the terms set forth herein and (ii) Executive agrees that organizational changes resulting from the integration, repositioning or realignment of duplicative AMERIGROUP business functions as a result of the transactions contemplated by the Merger Agreement shall not be considered "Changed Circumstances".)

12. References to the "Company" in Section 10 of the Employment Agreement, shall mean "WellPoint".
13. The following sentences are added to the end of Section 12 of the Employment Agreement:

Notwithstanding anything to the contrary herein, any severance or change in control plan or agreement or other similar agreements or arrangements between Executive and the Company (including without limitation the AMERIGROUP Corporation Amended and Restated Change in Control Benefit Policy) shall, effective as of the Closing Date, be superseded by this Agreement and, except as expressly provided herein, shall therefore be null and void and of no force or effect. This Agreement and any other plans, policies and arrangements of the Company or WellPoint (or their respective affiliates) in which Executive participates from time to time shall be interpreted and operated in a manner that avoids duplication of benefits.

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

Notices. All notices hereunder shall be in writing and shall be delivered in person or mailed by certified or registered mail, return receipt requested, addressed as follows:

If to the Company, to: AMERIGROUP Corporation
4425 Corporation Lane, Suite 300
Virginia Beach, Virginia 23462
Attention: General Counsel

If to WellPoint, to: WellPoint, Inc.
120 Monument Circle
Indianapolis, IN 46204
Facsimile: (317) 488-6028
Attention: Chief Human Resources Officer

If to the Executive, to: James G. Carlson
[●]

15. This Amendment shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Virginia.
16. This Amendment shall be null and void if the Merger Agreement terminates for any reason and shall only become effective as of the Closing Date.
17. Except as modified by this Amendment, the Employment Agreement is hereby confirmed in all respects.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date and the year first written above.

WELLPOINT, INC.,
An Indiana corporation

[SEAL]

By: Wayne S. DeVegett
Name: Wayne S. DeVegett
Title: EXECUTIVE VICE PRESIDENT

EXECUTIVE:

James G. Carlson
JAMES G. CARLSON

Schedule A

Notice of Restricted Stock Unit Grant

Participant: James Carlson

Company: WellPoint, Inc.

Notice: You have been granted the following award of restricted stock units of common stock of the Company in accordance with the terms of the Plan and the attached Restricted Stock Unit Award Agreement.

Plan: WellPoint Incentive Compensation Plan

Grant: Grant Date: [On the first business day of the month concurrent with or following the Closing Date]
Number of Restricted Stock Units: [\$7,000,000 divided by the Fair Market Value of the WellPoint Share price on the Grant Date]

Period of Restriction: The Period of Restriction applicable to the number of your Restricted Stock Units listed in the "Shares" column below shall commence on the Grant Date and shall lapse on the date listed in the "Lapse Date" column below, or at such earlier date as provided in the attached Restricted Stock Unit Award Agreement.

Shares	Lapse Date
	[Second anniversary of the Closing Date]

In the event that a Change of Control (as defined in the Plan) occurs before your Termination, your Restricted Stock Unit Grant will remain subject to the terms of this Agreement, unless the successor company does not assume the Restricted Stock Unit Grant. If the successor company does not assume the Restricted Stock Unit Grant, then the Period of Restriction shall immediately lapse upon a Change of Control.

Rejection: If you do not want to accept your Restricted Stock Units, please return this Agreement, executed by you on the last page of this Agreement, at any time within sixty (60) days after the Grant Date to WellPoint, Inc., 120 Monument Circle, Indianapolis, Indiana 46204, Attention: Stock Administration. **Do not return a signed copy of this Agreement if you accept your Restricted Stock Units.** If you do not return a signed copy of this Agreement within sixty (60) days after the Grant Date, you will have accepted your Restricted Stock Units and agreed to the terms and conditions set forth in this Agreement and the terms and conditions of the Plan provided that no restrictive covenants applicable to you under the Plan shall be broader or of a great duration than the restrictive covenants applicable to you under your Executive Noncompetition, Nondisclosure and Developments Agreement with AMERIGROUP Corporation.

Restricted Stock Unit Award Agreement

This Restricted Stock Unit Award Agreement (this "Agreement") dated as of the Grant Date (the "Grant Date") set forth in the Notice of Restricted Stock Unit Grant attached as Schedule A hereto (the "Grant Notice") is made between WellPoint, Inc. (the "Company") and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement.

1. Period of Restriction. The Period of Restriction with respect to the Restricted Stock Units shall be as set forth in the Grant Notice (the "Period of Restriction"). The Participant acknowledges that prior to the expiration of the applicable portion of the Period of Restriction, or upon the earlier lapse of the Period of Restriction pursuant to Section 3 below, the Restricted Stock Units may not be sold, transferred, pledged, assigned, encumbered, alienated, hypothecated or otherwise disposed of (whether voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy)). Upon the expiration of the applicable portion of the Period of Restriction described in the attached Grant Notice, the restrictions set forth in this Agreement with respect to the Restricted Stock Units theretofore subject to such expired Period of Restriction shall lapse and the Shares covered by the related portion of the award shall be delivered, except as may be provided in accordance with Section 10 hereof.

2. Ownership. Upon expiration of the applicable portion of the Period of Restriction described in the attached Grant Notice, or upon the earlier lapse of the Period of Restriction pursuant to Section 3 below, (and in any event within three (3) business days thereafter), the Company shall transfer the Shares covered by the related portion of the award to the Participant's account with the Company's captive broker.

3. Termination.

(a) *Death and Disability.* If the Participant's Termination is due to death or Disability (for purposes of this Agreement, as defined in the applicable WellPoint Long-Term Disability Plan), then the Period of Restriction shall immediately lapse, causing any restrictions which would otherwise remain on the Restricted Stock Units to immediately lapse.

(b) *Other Terminations.* Unless Section 3(c) is applicable, if the Participant's Termination is by the Company or an Affiliate or by the Participant for any reason other than death or Disability, then all Restricted Stock Units for which the Period of Restriction had not lapsed prior to the date of such Termination shall be immediately forfeited. Notwithstanding the foregoing, if the Participant's Termination is without Cause or for Changed Circumstances, as defined in the Employment Agreement, the Period of Restriction shall immediately lapse.

(c) *Clawback Provision.* For avoidance of doubt, the Restricted Stock Units awarded hereunder shall be subject to the "Return of Consideration" provision contained in Section 3.7 of the WellPoint, Inc. Executive Agreement Plan (the "Agreement Plan"), regardless of whether the Participant is then a participant in the Agreement Plan, provided that the reference to the provisions contained in Sections 3.6 and 3.10 thereof shall instead be references to the obligations under the Participant's Executive Noncompetition, Nondisclosure and Developments Agreement with AMERIGROUP Corporation.

4. Transferability of the Restricted Stock Units. The Participant shall have the right to appoint any individual or legal entity in writing, on a Designation of Beneficiary form, as his/her beneficiary to receive any Restricted Stock Units (to the extent not previously terminated or forfeited) under this Agreement upon the Participant's death. Such designation under this Agreement may be revoked by the Participant at any time and a new beneficiary may be appointed by the Participant by execution and submission to the Company, or its designee, of a revised Designation of Beneficiary form to this Agreement. In order to be effective, a designation of beneficiary must be completed by the Participant on the Designation of Beneficiary form and received by the Company, or its designee, prior to the date of the Participant's death. If the Participant dies without such designation, the Restricted Stock Units will become part of the Participant's estate.

5. Dividend Equivalents. In the event the Company declares a dividend on Shares (as defined in the Plan), for each unvested Restricted Stock Unit on the dividend payment date, the Participant shall be credited with a Dividend Equivalent, payable in cash, with a value equal to the value of the declared dividend. The Dividend Equivalents shall be subject to the same restrictions as the unvested Restricted Stock Units to which they

relate. No interest or other earnings shall be credited on the Dividend Equivalents. Subject to continued employment with the Company and Affiliates, the restrictions with respect to the Dividend Equivalents shall lapse at the same time and in the same proportion as the initial award of Restricted Stock Units. No additional Dividend Equivalents shall be accrued for the benefit of the Participant with respect to record dates occurring prior to, or with respect to record dates occurring on or after the date, if any, on which the Participant has forfeited the Restricted Stock Units or any Restricted Stock Units have been settled. The Dividend Equivalents shall be subject to all such other provisions set forth herein, and may be used to satisfy any or all obligations for the payment of any tax attributable to the Dividend Equivalents and/or Restricted Stock Units.

6. Taxes and Withholdings. Upon the expiration of the applicable portion of the Period of Restriction (and delivery of the underlying Shares), or as of which the value of any Restricted Stock Units first becomes includible in the Participant's gross income for income tax purposes, the Participant shall satisfy all obligations for the payment of any tax attributable to the Restricted Stock Units. The Participant shall notify the Company if the Participant wishes to pay the Company in cash, check or with shares of WellPoint common stock already owned for the satisfaction of any taxes of any kind required by law to be withheld with respect to such Restricted Stock Units. Any such election made by the Participant must be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Compensation Committee of the Board of Directors of the Company ("Committee"), in its sole discretion, deems appropriate. If the Participant does not notify the Company in writing at least 14 days prior to the applicable lapse of the Period of Restriction, the Committee is authorized to take any such other action as may be necessary or appropriate, as determined by the Committee, to satisfy all obligations for the payment of such taxes. Such other actions may include withholding the required amounts from other compensation payable to the Participant, a sell-to-cover transaction or such other method determined by the Committee, in its discretion.

7. No Rights as a Shareholder. The Participant shall have no rights of a shareholder (including, without limitation, dividend and voting rights) with respect to the Restricted Stock Units, for record dates occurring on or after the Grant Date and prior to the date any such Restricted Stock Units vest in accordance with this Agreement.

8. No Right to Continued Employment. Neither the Restricted Stock Units nor any terms contained in this Agreement shall confer upon the Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, nor restrict in any way the right of the Company, which right is hereby expressly reserved, to terminate the Participant's employment or service at any time for any reason. Except as otherwise provided herein, the Participant acknowledges and agrees that any right to have restrictions on the Restricted Stock Units lapse is earned only by continuing as an employee of the Company or an Affiliate at the will of the Company or such Affiliate, or satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired, being granted the Restricted Stock Units or acquiring Shares hereunder.

9. The Plan. This Agreement is subject to all the terms, provisions and conditions of the Plan, which are incorporated herein by reference, and to such regulations as may from time to time be adopted by the Committee. Unless defined herein, capitalized terms are as defined in the Plan. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's HR intranet. A paper copy of the Plan and the prospectus shall be provided to the Participant upon the Participant's written request to the Company at WellPoint, Inc., 120 Monument Circle, Indianapolis, Indiana 46204, Attention: Corporate Secretary, Shareholder Services Department. Notwithstanding the foregoing, the extent there are any conflicts between the Plan and the Employment Agreement, the Employment Agreement will prevail.

10. Compliance with Laws and Regulations.

(a) The Restricted Stock Units and the obligation of the Company to deliver Shares hereunder shall be subject in all respects to (i) all applicable Federal and state laws, rules and regulations and (ii) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Company shall not deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement if doing so would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or Federal law, or the

EXHIBIT A

consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) The Shares received upon the expiration of the applicable portion of the Period of Restriction shall have been registered under the Securities Act of 1933 ("Securities Act"). If the Participant is an "affiliate" of the Company, as that term is defined in Rule 144 under the Securities Act ("Rule 144"), the Participant may not sell the Shares received except in compliance with Rule 144. Certificates representing Shares issued to an "affiliate" of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with Federal and state securities laws.

(c) If, at any time, the Shares are not registered under the Securities Act, and/or there is no current prospectus in effect under the Securities Act with respect to the Shares, the Participant shall execute, prior to the delivery of any Shares to the Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which the Participant represents and warrants that the Participant is purchasing or acquiring the shares acquired under this Agreement for the Participant's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

11. Code Section 409A Compliance. It is intended that the Shares to be transferred to the Participant in settlement of the Restricted Stock Units granted to him pursuant to this Agreement and the Dividend Equivalents credited and payable to him hereunder, shall qualify for treatment under the short-term deferral exception from the requirements of Code Section 409A. This Agreement and the Plan shall be construed and administered in a manner consistent with this intent and any provision that would cause the Agreement or Plan to fail to satisfy this exception shall have no force and effect.

12. Notices. All notices by the Participant or the Participant's assignees shall be addressed to WellPoint, Inc., 120 Monument Circle, Indianapolis, Indiana 46204, Attention: Stock Administration, or such other address as the Company may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant's address in the Company's records.

12. Other Plans. The Participant acknowledges that any income derived from the Restricted Stock Units shall not affect the Participant's participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

13. Recoupment Policy for Incentive Compensation. The Company's Recoupment Policy for Incentive Compensation, as may be amended from time to time, shall apply to the Restricted Stock Units, any Shares delivered hereunder and any profits realized on the sale of such Shares to the extent that the Participant is covered by such policy. If the Participant is covered by such policy, the policy may apply to recoup Restricted Stock Units awarded, any Shares delivered hereunder or profits realized on the sale of such Shares either before, on or after the date on which the Participant becomes subject to such policy.

WELLPOINT, INC.

By: _____
Printed: William J. Ryan
Its: Chairman, Compensation Committee
WellPoint, Inc. Board of Directors

EXHIBIT A

I DO NOT accept this Restricted Stock Unit:

Signature: _____

Printed Name: _____ Date: _____