

29 such duties, authorities and responsibilities as the Company shall designate that are
30 commensurate with Executive's position.

31 (b) During the Employment Period, Executive shall comply with Company policies
32 and procedures, and shall devote all of Executive's business time, energy and skill, best efforts
33 and undivided business loyalty to the performance of Executive's duties with the Company.
34 Executive further agrees that while employed by the Company he shall not perform any services
35 for remuneration for or on behalf of any other entity without the advance written consent of the
36 Company; provided, that Executive may (within reasonable demands on his time) engage in
37 community charitable and educational activities and may continue serving on any boards of
38 directors on which he currently serves.

39 2. **EMPLOYMENT PERIOD.** The initial term of Executive's employment under
40 this Agreement shall commence on the Agreement Date and end on the anniversary date which is
41 two (2) years after the Agreement Date (the "**Initial Term**") unless terminated earlier by either
42 party in accordance with the termination provisions hereinafter provided. After the Initial Term,
43 Executive shall be offered participation in the WellPoint, Inc. Executive Agreement Plan, as
44 amended from time to time (or any successor plan as in effect from time to time) at the level
45 provided to similarly situated executives of the Company. For the avoidance of doubt, in the
46 event that Executive declines participation in the WellPoint, Inc. Executive Agreement Plan, the
47 employment relationship shall continue on an "at will" basis. The period beginning on the
48 Agreement Date and ending on the expiration of the Initial Term or earlier as provided in Section
49 8 of this Agreement shall constitute the "**Employment Period**" for purposes of this Agreement.

50 3. **BASE SALARY.** The Company agrees to pay Executive a base salary at an
51 annual rate set forth on Schedule A, payable in accordance with the regular payroll practices of
52 the Company. Executive's Base Salary shall be subject to annual review for increase by the
53 Company. The base salary as determined herein from time to time shall constitute "**Base**
54 **Salary**" for purposes of this Agreement.

55 4. **BONUS.** During the Employment Period, for each fiscal year, Executive shall be
56 eligible to receive an annual bonus upon such terms as adopted from time to time by the
57 Company, provided such terms are no less favorable to Executive as such terms apply to

58 similarly situated executives of the Company; and provided, further, that Executive is not already
59 participating in an AMERIGROUP annual bonus plan for such fiscal year. The minimum target
60 bonus for which Executive shall be eligible for each fiscal year that commences during the
61 Employment Period is specified in Schedule A to this Agreement.

62 5. **SPECIAL RSU AWARD.** On the first business day of the month concurrent
63 with or following the Closing Date, WellPoint shall grant Executive a special restricted stock
64 unit award (the "**Special RSU Award**") under the WellPoint Incentive Compensation Plan, with
65 a grant date fair market value equal to the Special Retention Bonus, as specified in Schedule A to
66 this Agreement. The Special RSU Award will vest on the first anniversary of the Closing Date,
67 unless sooner provided in the applicable award agreement, provided Executive remains in the
68 continuous employ of the Company until such date. The terms and conditions of the restricted
69 stock unit award (including the right to dividend equivalents) shall be in substantially the form of
70 such award attached hereto as Exhibit A. Executive will also be entitled to participate in the
71 Company's cash and equity incentive compensation plans for senior management, as in effect
72 from time to time, in accordance with the terms and conditions of the plans, and shall be treated
73 no less favorably than other similarly situated Company executives.

74 6. **BENEFITS.** During the Employment Period, Executive, his spouse and their
75 eligible dependents shall be entitled to participate in any employee benefit plan that the
76 Company (or, to the extent the Company determines otherwise, AMERIGROUP Corporation,
77 until employees of AMERIGROUP Corporation generally are transferred to the Company's
78 plans) has adopted or may adopt, maintain or contribute to for the benefit of its executives at a
79 level commensurate with Executive's position, subject to satisfying the applicable eligibility
80 requirements therefor. Notwithstanding the foregoing, the Company may modify or terminate
81 any employee benefit plan at any time in accordance with its terms. The Company shall
82 reimburse Executive for reasonable and necessary out-of-pocket expenses incurred in connection
83 with his duties hereunder in accordance with the Company's expense reimbursement plans and
84 policies applicable to similar situated executives of the Company. In addition, Executive shall be
85 entitled to indemnification and coverage under a directors' and officers' liability insurance policy
86 on terms and conditions no less favorable than those that apply to similarly situated executives of
87 the Company.

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

104 8. **TERMINATION.** Executive's employment and the Employment Period shall
105 terminate on the first of the following to occur:

106 (a) **DISABILITY.** Subject to applicable law, upon ten (10) days' prior written notice
107 by the Company to Executive of termination due to Disability. "**Disability**" shall have the
108 meaning defined in the Company's Long Term Disability Plan.

109 (b) **DEATH.** Automatically on the date of death of Executive.

110 (c) **CAUSE.** The Company may terminate Executive's employment hereunder for
111 Cause immediately upon written notice by the Company to Executive of a termination for Cause.
112 "**Cause**" shall mean any act or failure to act on the part of Executive which constitutes: (i) fraud,
113 embezzlement, theft or dishonesty against the Company; (ii) material violation of law in
114 connection with or in the course of Executive's duties or employment with the Company; (iii)
115 commission of any felony or crime involving moral turpitude; (iv) any violation of Section 12 of
116 this Agreement; (v) any other material breach of this Agreement; (vi) material breach of any

117 written employment policy of the Company; (vii) conduct which tends to bring the Company
118 into substantial public disgrace or disrepute; or (viii) a material violation of the Company's
119 Standards of Ethical Business Conduct; provided, that in the case of (v), (vi) and (viii), the Board
120 gives Executive written notice of such breach or violation and thirty (30) days to cure the breach
121 or violation (if the breach is reasonably capable of cure).

122 (d) **WITHOUT CAUSE.** Upon written notice by the Company to Executive of an
123 involuntary termination without Cause, other than for death or Disability.

124 (e) **BY EXECUTIVE.** Upon written notice by Executive to the Company with or
125 without Good Reason, provided, however, that in the event of a termination without Good
126 Reason, such written notice shall be given to the Company at least thirty (30) days in advance of
127 the termination date (provided Executive may not give such notice prior to the five (5) month
128 anniversary of the Agreement Date in the absence of unforeseen personal emergency
129 circumstances). "**Good Reason**" shall mean: (1) a material reduction in Executive's annual
130 salary, or in Executive's annual total cash compensation (including annual salary and target
131 bonus), but excluding in either case any reduction applicable to management employees
132 generally; (2) a material adverse change without Executive's prior consent in Executive's
133 position, duties, or responsibilities as an executive of the Company as described in this
134 Agreement or as otherwise provided following the Closing Date (for the avoidance of doubt,
135 requiring Executive to perform duties and have responsibilities commensurate with Executive's
136 position listed on Schedule A shall not trigger this clause (2); nor shall organizational changes
137 resulting from the integration, repositioning or realignment of duplicative AMERIGROUP
138 business functions as a result of the transactions contemplated by the Merger Agreement trigger
139 this clause (2)); (3) a material breach of this Agreement by the Company; (4) a change in
140 Executive's principal work location to a location more than fifty (50) miles from his prior work
141 location; or (5) the failure of any successor to Company by merger, consolidation, or acquisition
142 of all or substantially all of the business of the Company to assume the Company's obligations
143 under this Agreement. Notwithstanding the foregoing provisions of this definition, Good Reason
144 shall not exist if Executive has in his sole discretion agreed in writing that such event shall not be
145 Good Reason. A termination shall not be considered to be for Good Reason unless (A) within
146 sixty (60) days of the occurrence of the events claimed to be Good Reason Executive notifies the

147 Company in writing of the reasons why he believes that Good Reason exists, (B) the Company
148 has failed to correct the circumstance that would otherwise be Good Reason within thirty (30)
149 days of receipt of such notice, and (C) Executive terminates his employment within sixty (60)
150 days of such thirty (30) day period.

151 9. **CONSEQUENCES OF TERMINATION.**

152 (a) In the event of termination of Executive's employment during the Initial Term (x)
153 by the Company for any reason other than death, Disability or Cause or (y) by Executive for
154 Good Reason, Executive will be entitled to receive a lump sum amount ("Severance Pay")
155 specified in Schedule A to this Agreement within sixty (60) days following the date of
156 termination.

157 (b) Reference is made to Section 5(d) (Section 280G) of the AMERIGROUP
158 Corporation Amended and Restated Change in Control Benefit Policy and such Section 5(d) is
159 incorporated by reference herein. The terms and conditions of such Section 5(d) shall apply to
160 the extent that any portion of the Severance Pay (or any other "Payment" described under such
161 Section 5(d)) would constitute an "excess parachute payment" within the meaning of Section
162 280G(b) of the Internal Revenue Code of 1986, as amended from time to time; provided,
163 however, that the second sentence of Section 5(d)(i) shall apply only with respect to Payments
164 that do not constitute deferred compensation under Code Section 409A after taking into account
165 all exceptions applicable under the regulations and other guidance issued thereunder.

166 (c) Entitlement to the Severance Pay is subject to Executive's compliance with
167 Sections 12 and 13 of this Agreement and the other terms and conditions of this Agreement, and
168 subject to the execution and delivery of a valid and unrevoked waiver and release agreement in
169 favor of the Company as required by Section 11 and to the other conditions set forth below.

170 (d) For the avoidance of doubt, no Severance Pay shall be payable in respect of: (i)
171 termination of Executive's employment upon death or Disability, (ii) termination of Executive's
172 employment by the Company for Cause, or (iii) any voluntary resignation that does not
173 constitute a termination of Executive's employment for Good Reason. In cases of all
174 terminations, he will be entitled to receive all accrued but unpaid base salary and vacation pay

175 (to be paid within thirty days of his termination date) and vested payments under any of the
176 benefit plans and other policies or agreements of the Company or AMERIGROUP Corporation
177 (other than severance plans) to which Executive is entitled and any statutory payments or
178 benefits to which Executive is entitled under any applicable law (all such amounts shall be paid
179 or provided as provided in such plans, agreements, policies or legal requirements).

180 10. **CHANGE IN CONTROL.** Reference is made to Article 4 (Additional Change
181 in Control Benefits) of the WellPoint, Inc. Executive Agreement Plan (as amended from time to
182 time) (the "Plan"), and such Article 4 is incorporated herein by reference. In the event of a
183 "Change in Control" of WellPoint during the term of Executive's employment under this
184 Agreement, Executive will be eligible for the benefits contemplated thereunder and on the same
185 terms and conditions as if he were a "Participant" in such Plan, except that all of the restrictive
186 covenants provided for in such Plan shall be replaced with the restrictive covenants contained
187 herein.

188 11. **RELEASE.** Any and all amounts payable and benefits or additional rights
189 provided pursuant to this Agreement beyond accrued benefits (including but not limited to those
190 provided under Section 9 and Section 10 above) shall only be payable if Executive delivers to the
191 Company and does not revoke a general release of all claims (in substantially the form set forth
192 on Schedule B to this Agreement) and such general release is valid, binding and in full force and
193 effect by no later than sixty (60) days following the date of termination; provided, that the
194 Company shall have delivered an execution version of such release to executive within seven (7)
195 business days following his date of termination

196 12. **RESTRICTIVE COVENANTS.**

197 (a) **CONFIDENTIALITY.**

198 (i) Executive recognizes that the Company derives substantial economic
199 value from information created and used in its business which is not generally known by
200 the public, including, but not limited to, plans, designs, concepts, computer programs,
201 formulae, and equations; product fulfillment and supplier information; customer and
202 supplier lists, and confidential business practices of the Company, its affiliates and any of

203 its customers, vendors, business partners or suppliers; profit margins and the prices and
204 discounts the Company obtains or has obtained or at which it sells or has sold or plans to
205 sell its products or services (except for public pricing lists); manufacturing, assembling,
206 labor and sales plans and costs; business and marketing plans, ideas, or strategies;
207 confidential financial performance and projections; employee compensation; employee
208 staffing and recruiting plans and employee personal information; and other confidential
209 concepts and ideas related to the Company's business (collectively, "**Confidential**
210 **Information**"). Executive expressly acknowledges and agrees that by virtue of his
211 employment with the Company, Executive will have access and will use in the course of
212 Executive's duties certain Confidential Information and that Confidential Information
213 constitutes trade secrets and confidential and proprietary business information of the
214 Company, all of which is the exclusive property of the Company. For purposes of this
215 Agreement, Confidential Information includes the foregoing and other information
216 protected under the Indiana Uniform Trade Secrets Act (the "Act"), or to any comparable
217 protection afforded by applicable law, but does not include information that Executive
218 establishes by clear and convincing evidence, is or may become known to Executive or to
219 the public from sources outside the Company and through means other than a breach of
220 this Agreement.

221 (ii) Executive agrees that Executive will not for himself or for any other
222 person or entity, directly or indirectly, without the prior written consent of the Company,
223 while employed by the Company and thereafter: (1) use Confidential Information for the
224 benefit of any person or entity other than the Company or its affiliates; (2) remove, copy,
225 duplicate or otherwise reproduce any document or tangible item embodying or pertaining
226 to any of the Confidential Information, except as required to perform Executive's duties
227 for the Company or its affiliates; or (3) while employed and thereafter, publish, release,
228 disclose or deliver or otherwise make available to any third party any Confidential
229 Information by any communication, including oral, documentary, electronic or magnetic
230 information transmittal device or media. Upon termination of employment, Executive
231 shall return all Confidential Information and all other property of the Company. This

232 obligation of non-disclosure and non-use of information shall continue to exist for so long
233 as such information remains Confidential Information.

234 (b) **DISCLOSURE AND ASSIGNMENT OF INVENTIONS AND**
235 **IMPROVEMENTS.** Without prejudice to any other duties express or implied imposed on
236 Executive hereunder it shall be part of Executive's normal duties at all times to consider in what
237 manner and by what methods or devices the products, services, processes, equipment or systems
238 of the Company and any customer or vendor of the Company might be improved and promptly
239 to give to the Chief Executive Officer of the Company or his or her designee full details of any
240 improvement, invention, research, development, discovery, design, code, model, suggestion or
241 innovation (collectively called "**Work Product**"), which Executive (alone or with others) may
242 make, discover, create or conceive in the course of Executive's employment. Executive
243 acknowledges that the Work Product is the property of the Company. To the extent that any of
244 the Work Product is capable of protection by copyright, Executive acknowledges that it is
245 created within the scope of Executive's employment and is a work made for hire. To the extent
246 that any such material may not be a work made for hire, Executive hereby assigns to the
247 Company all rights in such material. To the extent that any of the Work Product is an invention,
248 discovery, process or other potentially patentable subject matter (the "**Inventions**"), Executive
249 hereby assigns to the Company all right, title, and interest in and to all Inventions. The Company
250 acknowledges that the assignment in the preceding sentence does not apply to an Invention that
251 Executive develops entirely on his own time without using the Company's equipment, supplies,
252 facilities or trade secret information, except for those Inventions that either:

253 (1) relate at the time of conception or reduction to practice of the Invention to
254 the Company's business, or actual or demonstrably anticipated research or
255 development of the Company, or

256 (2) result from any work performed by Executive for the Company.

257 Execution of this Agreement constitutes Executive's acknowledgment of receipt of written
258 notification of this Section and of notice of the general exception to assignments of Inventions
259 provided under the Uniform Employee Patents Act, in the form adopted by the state having
260 jurisdiction over this Agreement or provision, or any comparable applicable law.

261 (c) **NON-COMPETITION.** During the Employment Period, and any period in
262 which Executive is employed by the Company during or after the Employment Period, and for
263 the period of twelve (12) months after Executive's termination of employment, provided
264 Executive is not terminated by the Company without Cause or Executive terminates for Good
265 Reason, Executive will not, without prior written consent of the Company, directly or indirectly
266 seek or obtain a Competitive Position in a Restricted Territory and perform a Restricted Activity
267 with a Competitor, as those terms are defined herein.

268 (i) **"Competitive Position"** means any employment or performance of
269 services with a Competitor (A) in which Executive has executive level duties for such
270 Competitor, or (B) in which Executive will use any Confidential Information of the
271 Company.

272 (ii) **"Restricted Territory"** means any geographic area in which the Company
273 does business and in which Executive had responsibility for, or Confidential Information
274 about, such business within the thirty-six (36) months prior to Executive's termination of
275 employment from the Company.

276 (iii) **"Restricted Activity"** means any activity for which Executive had
277 responsibility for the Company within the thirty-six (36) months prior to Executive's
278 termination of employment from the Company or about which Executive had
279 Confidential Information.

280 (iv) **"Competitor"** means any entity or person that provides, or is planning to
281 provide, a Covered Product or Service in competition with a Covered Product or Service
282 that an AMERIGROUP Company is actively developing, marketing, providing or selling;
283 provided, that "AMERIGROUP Company" and "AMERIGROUP Companies" shall
284 mean AMERIGROUP Corporation and its subsidiaries.

285 (v) A **"Covered Product or Service"** shall mean a managed health care
286 product or service (A) offered or provided to any beneficiary of and/or participant in any
287 Medicare, Medicare-related, Medicaid or Medicaid-related program, any government-
288 funded children's health insurance program or any federal and/or state sponsored health

289 care program that is substantially similar to any of such programs, (B) offered or
290 provided to any beneficiary of and/or participant in any government-funded, government
291 sponsored or government subsidized health care program that directly competes or will
292 directly compete with any managed health care product or service offered or being
293 developed to be offered by any AMERIGROUP Company or (C) that directly competes
294 or will directly compete with any commercial managed health care product or service
295 offered or being developed to be offered by any AMERIGROUP Company.

296 (d) **NON-SOLICITATION OF CUSTOMERS.** During the Employment Period,
297 and any period in which Executive is employed by the Company during or after the Employment
298 Period, and for the period of twelve (12) months after Executive's termination of employment,
299 Executive will not, either individually or as a employee, partner, consultant, independent
300 contractor, owner, agent, or in any other capacity, directly or indirectly, for a Competitor of the
301 Company as defined in Section 12(c)(iv) above: (i) solicit business from any client or account of
302 the Company or any of its affiliates with which Executive had contact, or responsibility for, or
303 about which Executive had knowledge of Confidential Information by reason of Executive's
304 employment with the Company, (ii) solicit business from any client or account which was
305 pursued by the Company or any of its affiliates and with which Executive had contact, or
306 responsibility for, or about which Executive had knowledge of Confidential Information by
307 reason of Executive's employment with the Company, within the twelve (12) month period prior
308 to termination of employment. For purposes of this provision, an individual policyholder in a
309 plan maintained by the Company or by a client or account of the Company under which
310 individual policies are issued, or a certificate holder in such plan under which group policies are
311 issued, shall not be considered a client or account subject to this restriction solely by reason of
312 being such a policyholder or certificate holder.

313 (e) **NON-SOLICITATION OF EMPLOYEES.** During the Employment Period,
314 and any period in which Executive is employed by the Company during or after the Employment
315 Period, and for the period of twelve (12) months after Executive's termination of employment,
316 Executive will not, either individually or as a employee, partner, independent contractor, owner,
317 agent, or in any other capacity, directly or indirectly solicit, hire, attempt to solicit or hire, or
318 participate in any attempt to solicit or hire, for any non-Company affiliated entity, any person

319 who on or during the six (6) months immediately preceding the date of such solicitation or hire is
320 or was an officer or employee of the Company, or whom Executive was involved in recruiting
321 while Executive was employed by the Company.

322 (f) **NON-DISPARAGEMENT.** Executive agrees that he will not, nor will he cause
323 or assist any other person to, make any statement to a third party or take any action which is
324 intended to or would reasonably have the effect of disparaging or harming the Company or the
325 business reputation of the Company's directors, employees, officers and managers. Further,
326 Executive will not at any time make any negative verbal or written statement to any media outlet
327 regarding the Company. The Company agrees that its directors and senior executive officers
328 shall not make any statement to a third party or take any action which is intended to or would
329 reasonably have the effect of disparaging or harming Executive.

330 (g) **CESSATION AND RECOUPMENT OF SEVERANCE PAYMENTS AND**
331 **OTHER BENEFITS.** If at any time (prior to the six (6) year anniversary of Executive's
332 termination of employment date) Executive breaches any provision of this Section 12 or
333 Section 13 below, then: (i) the Company shall cease to provide any further Severance Pay or
334 other benefits previously received under this Agreement and Executive shall repay to the
335 Company all Severance Pay, (ii) all unexercised Company stock options under any Designated
336 Plan (as defined below) whether or not otherwise vested shall cease to be exercisable and shall
337 immediately terminate; (iii) Executive shall forfeit any outstanding restricted stock or other
338 outstanding equity award made under any Designated Plan and not otherwise vested on the date
339 of breach; and (iv) Executive shall pay to the Company (A) for each share of common stock of
340 the Company ("**Common Share**") acquired on exercise of an option under a Designated Plan
341 within the twenty-four (24) months prior to such breach, the excess of the fair market value of a
342 Common Share on the date of exercise over the exercise price, and (B) for each share of
343 restricted stock that became vested under any Designated Plan within the twenty-four (24)
344 months prior to such breach, the fair market value (on the date of vesting) of a Common Share.
345 Any amount to be repaid pursuant to this Section 12(g) shall be held by Executive in constructive
346 trust for the benefit of the Company and shall, upon written notice from the Company, within ten
347 (10) days of such notice, be paid by Executive to the Company with interest from the date such
348 Common Share was acquired or the share of restricted stock became vested, as the case may be,

349 to the date of payment, at 120% of the applicable federal rate, determined under Section 1274(d)
350 of the Code. Any amount described in clauses (i), (ii) or (iii) that Executive forfeits as a result of
351 a breach of the provisions of Sections 12 and 13 shall not reduce any money damages that would
352 be payable to the Company as compensation for such breach. The amount to be repaid pursuant
353 to this Section 12(g) shall be determined on a gross basis, without reduction for any taxes
354 incurred, as of the date of the realization event, and without regard to any subsequent change in
355 the fair market value of a Common Share. The Company shall have the right to offset such gain
356 against any amounts otherwise owed to Executive by the Company (whether as wages, vacation
357 pay, or pursuant to any benefit plan or other compensatory arrangement other than any amount
358 pursuant to any nonqualified deferred compensation plan under Section 409A of the Code). For
359 purposes of this Section 12(g), a "Designated Plan" is each annual bonus and incentive plan,
360 stock option, restricted stock, or other equity compensation or long-term incentive compensation
361 plan, deferred compensation plan, or supplemental retirement plan listed on Schedule A. The
362 provisions of this Section 12(g) shall apply to awards described in clauses (i), (ii), (iii) and (iv) of
363 this Section earned or made after the Agreement Date, and does not apply to awards earned or
364 made on or prior to the Agreement Date.

365 (h) **EQUITABLE RELIEF AND OTHER REMEDIES - CONSTRUCTION.**

366 (i) Executive acknowledges that each of the provisions of this Agreement are
367 reasonable and necessary to preserve the legitimate business interests of the Company, its
368 present and potential business activities and the economic benefits derived therefrom; that
369 they will not prevent him from earning a livelihood in Executive's chosen business and
370 are not an undue restraint on the trade of Executive, or any of the public interests which
371 may be involved.

372 (ii) Executive agrees that beyond the amounts otherwise to be provided under
373 this Agreement, the Company will be damaged by a violation of this Agreement and the
374 amount of such damage may be difficult to measure. Executive agrees that if Executive
375 commits or threatens to commit a breach of any of the covenants and agreements
376 contained in Sections 12 and 13 to the extent permitted by applicable law, then the
377 Company shall have the right to seek and obtain all appropriate injunctive and other

378 equitable remedies, without posting bond therefor, except as required by law, in addition
379 to any other rights and remedies that may be available at law or under this Agreement, it
380 being acknowledged and agreed that any such breach would cause irreparable injury to
381 the Company and that money damages would not provide an adequate remedy. Further,
382 if Executive violates Section 12(c) - (e) hereof Executive agrees that the period of
383 violation shall be added to the Period in which Executive's activities are restricted.

384 (iii) Notwithstanding the foregoing, the Company will not seek injunctive
385 relief to prevent an Executive residing in California from engaging in post termination
386 competition in California under Section 12(c) or 12(d) of this Agreement provided that
387 the Company may seek and obtain relief to enforce Section 12(g) of this Section with
388 respect to such Executives.

389 (iv) The parties agree that the covenants contained in this Agreement are
390 severable. If an arbitrator or court shall hold that the duration, scope, area or activity
391 restrictions stated herein are unreasonable under circumstances then existing, the parties
392 agree that the maximum duration, scope, area or activity restrictions reasonable and
393 enforceable under such circumstances shall be substituted for the stated duration, scope,
394 area or activity restrictions to the maximum extent permitted by law. The parties further
395 agree that the Company's rights under Section 12(g) should be enforced to the fullest
396 extent permitted by law irrespective of whether the Company seeks equitable relief in
397 addition to relief provided thereon or if the arbitrator or court deems equitable relief to be
398 inappropriate.

399 (i) **SURVIVAL OF PROVISIONS.** The obligations contained in this Section 12
400 and Section 13 below shall survive the cessation of the Employment Period and Executive's
401 employment with the Company and shall be fully enforceable thereafter.

402 13. **COOPERATION.** Executive agrees that while employed by the Company and
403 for two (2) years after the termination of Executive's employment for any reason, upon the
404 receipt of reasonable notice from the Company (including from outside counsel to the
405 Company), Executive will reasonably respond and provide information with regard to matters in
406 which Executive has knowledge as a result of his employment with the Company, and will

407 provide reasonable assistance to the Company, its affiliates and their respective representatives in
408 defense of any claims that may be made against the Company or its affiliates, and will
409 reasonably assist the Company and its affiliates in the prosecution of any claims that may be
410 made by the Company or its affiliates, to the extent that such claims may relate to the period of
411 Executive's employment with the Company (or any predecessor); provided, that with respect to
412 periods after the termination of Executive's employment, the Company shall reimburse
413 Executive for any out-of-pocket expenses incurred in providing such assistance (including if
414 necessary for reasonable attorney fees, provided the Company has reasonably approved the
415 retention of such attorney for the relevant matter) and if Executive is required to provide more
416 than twenty (20) hours of assistance per year after his termination of employment then the
417 Company shall pay Executive a reasonable amount of money for his services at a rate agreed to
418 between the Company and Executive; and provided further that after Executive's termination of
419 employment with the Company such assistance shall not unreasonably interfere with Executive's
420 business or personal obligations Executive agrees to promptly inform the Company (to the extent
421 Executive is legally permitted to do so) if Executive is asked to assist in any investigation of the
422 Company or its affiliates (or their actions), regardless of whether a lawsuit or other proceeding
423 has then been filed against the Company or its affiliates with respect to such investigation, and
424 shall not do so unless legally required.

425 14. **NOTIFICATION OF EXISTENCE OF AGREEMENT.** Executive agrees that
426 in the event that Executive is offered employment with another employer (including service as a
427 partner of any partnership or service as an independent contractor) at any time during the
428 existence of this Agreement, or such other period in which post termination obligations of this
429 Agreement apply, Executive shall immediately advise said other employer (or partnership) of the
430 existence of this Agreement and shall immediately provide said employer (or partnership or
431 service recipient) with a copy of Sections 12 and 13 of this Agreement.

432 15. **NOTIFICATION OF SUBSEQUENT EMPLOYMENT.** Executive shall
433 report promptly to the Company any employment with another employer (including service as a
434 partner of any partnership or service as an independent contractor or establishment of any
435 business as a sole proprietor) obtained during the period in which Executive's post termination
436 obligations set forth in Section 12(c) - (e) apply.

437 16. **NOTICE.** For the purpose of this Agreement, notices and all other
438 communications provided for in this Agreement shall be in writing and shall be deemed to have
439 been duly given (i) on the date of delivery if delivered by hand, (ii) on the date of transmission, if
440 delivered by confirmed facsimile or e-mail, (iii) on the first business day following the date of
441 deposit if delivered by guaranteed overnight delivery service, or (iv) on the fourth business day
442 following the date delivered or mailed by United States registered or certified mail, return receipt
443 requested, postage prepaid, addressed as follows:

444 If to Executive:

445 At the address (or to the facsimile number) shown
446 on the records of the Company

447 If to the Company:

448 Randal L. Brown
449 Executive Vice President and Chief Human Resources Officer
450 WellPoint, Inc.
451 120 Monument Circle
452 Indianapolis, IN 46204

453

454 or to such other address as either party may have furnished to the other in writing in accordance
455 herewith, except that notices of change of address shall be effective only upon receipt.

456 17. **SECTION HEADINGS; INCONSISTENCY.** The section headings used in
457 this Agreement are included solely for convenience and shall not affect, or be used in connection
458 with, the interpretation of this Agreement. In the event of any inconsistency between the terms
459 of this Agreement and any form, award, plan or policy of the Company, the terms of this
460 Agreement shall control.

461 18. **SUCCESSORS AND ASSIGNS - BINDING EFFECT.** This Agreement shall
462 be binding upon and inure to the benefit of the parties and their successors and permitted assigns,
463 as the case may be. The Company may assign this Agreement to any successor or assign of all
464 or a substantial portion of the Company's business. Executive may not assign or transfer any of

465 his rights or obligations under this Agreement (except for economic rights hereunder to his
466 successors or beneficiaries, in case of his death).

467 19. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable
468 and the invalidity or unenforceability of any provision shall not affect the validity or
469 enforceability of the other provisions hereof.

470 20. **DISPUTE RESOLUTION.**

471 (a) Any dispute arising out of or relating to this Agreement, including the breach,
472 termination or validity thereof shall be finally resolved by arbitration in accordance with the CPR
473 Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The
474 Company shall be initially responsible for the payment of any filing fee and advance in costs
475 required by CPR or the arbitrator, provided, however, if Executive initiates the claim, Executive
476 will contribute an amount not to exceed \$250.00 for these purposes. During the arbitration, each
477 party shall pay for its own costs and attorneys fees, if any.

478 (b) The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C.
479 §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court
480 having jurisdiction thereof. The arbitrator shall not have the right to award speculative damages
481 or punitive damages to either party except as expressly permitted by statute (notwithstanding this
482 provision by which both parties hereto waive the right to such damages) and shall not have the
483 power to amend this Agreement. The arbitrator shall be required to follow applicable law. The
484 place of arbitration shall be Virginia Beach, Virginia. Any application to enforce or set aside the
485 arbitration award shall be filed in a state or federal court located in Indianapolis, Indiana.

486 (c) Notwithstanding the foregoing provisions of this Section, an action to enforce this
487 Agreement shall be filed within eighteen (18) months after the party seeking relief had actual or
488 constructive knowledge of the alleged violation of the Employment Agreement in question or
489 any party shall be able to seek immediate, temporary, or preliminary injunctive or equitable relief
490 from a court of law or equity if, in its judgment, such relief is necessary to avoid irreparable
491 damage. To the extent that any party wishes to seek such relief from a court, the parties agree to
492 the following with respect to the location of such actions. Such actions brought by Executive

493 shall be brought in a state or federal court located in Indianapolis, Indiana. Such actions brought
494 by the Company shall be brought in a state or federal court located in Indianapolis, Indiana;
495 Executive's state of residency; or any other forum in which Executive is subject to personal
496 jurisdiction. Executive specifically consents to personal jurisdiction in the State of Indiana for
497 such purposes.

498 (d) IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT
499 APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY
500 APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY
501 JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR
502 COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR
503 ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

504 21. TAXES; SECTION 409A. All amounts payable hereunder are subject to
505 applicable federal, state and local tax withholding. The intent of the Company is that payments
506 and benefits under this Agreement comply with Section 409A of the Code to the extent subject
507 thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted
508 and administered to be in compliance therewith. Each amount to be paid or benefit to be
509 provided under this Agreement shall be construed as a separate identified payment for purposes
510 of Section 409A, and any payments described in Section 9 of this Agreement that are due within
511 the "short term deferral period" within the meaning of Section 409A shall not be treated as
512 deferred compensation unless applicable law requires otherwise. If current or future regulations
513 or guidance from the Internal Revenue Service dictates, or the Company's counsel determines,
514 that any payments or benefits due to Executive hereunder would cause the application of an
515 accelerated or additional tax under Section 409A, amounts that would otherwise be payable and
516 benefits that would otherwise be provided pursuant to this Agreement during the six (6) month
517 period immediately following Executive's "separation from service" (as shall instead be paid on
518 the first business day after the date that is six (6) months following Executive's separation from
519 service (or upon Executive's death, if earlier). To the extent required to avoid an accelerated or
520 additional tax under Section 409A, amounts reimbursable to Executive under this Agreement
521 shall be paid to Executive on or before the last day of the year following the year in which the
522 expense was incurred and the amount of expenses eligible for reimbursement (and in-kind

523 benefits provided to Executive) during any one year may not affect amounts reimbursable or
524 provided in any subsequent year; provided, however, that with respect to any reimbursements for
525 any taxes to which Executive would become entitled to under the terms of this Agreement, the
526 payment of such reimbursements shall be made by the Company no later than the end of the
527 calendar year following the calendar year in Executive remits the related taxes.

528 22. **GOVERNING LAW.** This Agreement shall be governed by and construed in
529 accordance with the law of the State of Indiana applicable to contracts made and to be performed
530 entirely within that State, without regard to its conflicts of law principles.

531 23. **ATTORNEYS' FEES.** If Executive commences a legal action to enforce any of
532 the obligations of the Company under this Agreement, and it is ultimately determined that
533 Executive is entitled to any payment or benefits under this Agreement, the Company shall pay
534 Executive the amount necessary to reimburse him in full for all reasonable expenses (including
535 reasonable attorney's fees and legal expenses) incurred by Executive with respect to such action.
536 In all other instances, the parties hereto shall be responsible for paying their own legal fees and
537 expenses.

538 24. **MISCELLANEOUS.** No provision of this Agreement may be modified, waived
539 or discharged unless such waiver, modification or discharge is agreed to in writing and signed by
540 Executive and such officer or director as may be designated by the Company. No waiver by
541 either party hereto at any time of any breach by the other party hereto of, or compliance with,
542 any condition or provision of this Agreement to be performed by such other party shall be
543 deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or
544 subsequent time. This Agreement together with all exhibits and schedules thereto sets forth the
545 entire agreement of the parties hereto in respect of the subject matter contained herein. No
546 agreements or representations, oral or otherwise, express or implied, with respect to the subject
547 matter hereof have been made by either party which are not expressly set forth in this
548 Agreement. This Agreement may be executed through the use of separate signature pages or in
549 any number of counterparts, with the same effect as if the parties executing such counterparts
550 had executed one counterpart. The Company's obligation to make the payments provided for in
551 this Agreement and otherwise to perform its obligations hereunder shall not be affected by any

552 setoff, counterclaim, recoupment, defense or other claim, right or action that the Company may
553 have against Executive, unless otherwise specifically provided herein. In no event shall
554 Executive be obligated to seek other employment or take any other action by way of mitigation
555 of the amounts payable to you under this letter agreement and such amounts shall not be reduced
556 whether or not you obtain other employment.

557 **25. OTHER EMPLOYMENT AND SEVERANCE ARRANGEMENTS; NO**
558 **DUPLICATION OF BENEFITS.** Any employment, severance or change in control plan or
559 agreement or other similar agreements or arrangements entered into between Executive and
560 AMERIGROUP Corporation and/or its affiliates or maintained for the benefit of Executive
561 (including without limitation the AMERIGROUP Corporation Amended and Restated Change in
562 Control Benefit Policy), shall, effective as of the Agreement Date, be superseded by this
563 Agreement and shall therefore terminate and be null and void and of no force or effect, unless
564 otherwise expressly provided herein. This Agreement and any other plans, policies and
565 arrangements of the Company (or its affiliates) in which Executive participates from time to time
566 shall be interpreted and operated in a manner that avoids duplication of benefits. For the
567 avoidance of doubt (and notwithstanding the terms of any equity awards or agreements of the
568 Company, whether currently in effect or become effective later), unless and until Executive
569 executes a new employment agreement with the Company, this Agreement shall contain the only
570 restrictive covenants to which Executive shall be subject.

571 **26. EFFECT OF MERGER AGREEMENT TERMINATION.** This Agreement
572 shall be null and void and of no force or effect if the Merger Agreement terminates for any
573 reason.

574

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

WELLPOINT, INC.

By: Wayne S. DeLoyle

Name: Wayne S. DeLoyle

Its: Executive Vice President

Date: _____

EXECUTIVE

Date: _____

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

WELLPOINT, INC.

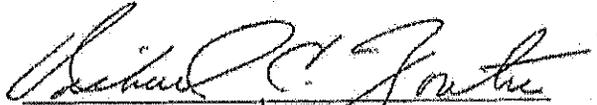
By: _____

Name: _____

Its: _____

Date: _____

EXECUTIVE

_____

Date: 7/9/12_____

589

SCHEDULE A

590

1. Name of Executive **Richard C. Zoretic**
2. Position **COO AMERIGROUP Business**
3. Agreement Date
The effective date of this Agreement shall be the Closing Date of the transactions contemplated by the Merger Agreement.
4. Base Salary **\$575,000**
5. Annual Bonus Target Opportunity
Executive's target annual bonus shall be at least 100% of Executive's Base Salary.
6. Special Retention Bonus **\$2,500,000**
7. Severance Pay shall equal
The greater of (x) two (2) times the sum of Base Salary and target annual cash bonus in the year of termination and (y) \$2,300,000
8. Designated Plans
WellPoint Annual Incentive Plan or equivalent cash bonus plan of AMERIGROUP Corporation (to the extent continuing post closing)

WellPoint Incentive Compensation Plan or equivalent long term incentive plan of AMERIGROUP Corporation (to the extent continuing post closing)

591

592

593

SCHEDULE B

594

Form of General Release and Waiver

595

This is a Waiver and Release (this "Release") between _____ ("Executive") and WellPoint, Inc.

596

(the "Company"). The Company and Executive agree that they have entered into this Release voluntarily,

597

and that it is intended to be a legally binding commitment between them.

598

1. In consideration for the promises made herein by Executive, the Company agrees to pay to

599

Executive severance or change of control payments and bonus pay in the amount set forth in Executive's

600

employment agreement dated [_____] (the "Employment Agreement"). The Company will also pay

601

Executive accrued but unused vacation pay for all of his or her accrued but unused vacation days.

602

603

2. In consideration for and contingent upon Executive's right to receive the severance pay described

604

in the Employment Agreement and this Release, Executive hereby agrees as follows:

605

(a) General Waiver and Release. Except as provided in Paragraph 2(f) below, Executive and

606

any person acting through or under Executive hereby release, waive and forever discharge the Company,

607

its past subsidiaries and its past and present affiliates, and their respective successors and assigns, and

608

their respective present or past officers, trustees, directors, shareholders, executives and agents of each of

609

them, from any and all claims, demands, actions, liabilities and other claims for relief and remuneration

610

whatsoever (including without limitation attorneys' fees and expenses), whether known or unknown,

611

absolute, contingent or otherwise (each, a "Claim"), arising or which could have arisen up to and

612

including the date of his execution of this Release, arising out of or relating to Executive's employment or

613

cessation and termination of employment, or any other written or oral agreement, any change in

614

Executive's employment status, any benefits or compensation, any tortious injury, breach of contract,

615

wrongful discharge (including any Claim for constructive discharge), infliction of emotional distress,

616

slander, libel or defamation of character, and any Claims arising under Title VII of the Civil Rights Act of

617

1964 (as amended by the Civil Rights Act of 1991), the Americans With Disabilities Act, the

618

Rehabilitation Act of 1973, the Equal Pay Act, the Older Workers Benefits Protection Act, the Age

619

Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, or any other

620

federal, state or local statute, law, ordinance, regulation, rule or executive order, any tort or contract

621 claims, and any of the claims, matters and issues which could have been asserted by Executive against the
622 Company or its subsidiaries and affiliates in any legal, administrative or other proceeding. Executive
623 agrees that if any action is brought in his or her name before any court or administrative body, Executive
624 will not accept any payment of monies in connection therewith.

625 (b) Waiver Under Section 1542 of the California Civil Code. Executive, for Executive's
626 predecessors, successors and assigns, hereby waives all rights which Executive may have under Section
627 1542 of the Civil Code of the State of California, which reads as follows:

628 A general release does not extend to claims which the creditor does not know or suspect to exist
629 in his favor at the time of executing the release, which if known by him must have materially
630 affected his settlement with the debtor.

631 This waiver is not a mere recital but is a knowing waiver of the rights and benefits otherwise available
632 under said Section 1542.

633 (c) Miscellaneous. Executive agrees that this Release specifies payment from the Company
634 to himself or herself, the total of which meets or exceeds any and all funds due him or her by the
635 Company, and that he or she will not seek to obtain any additional funds from the Company with the
636 exception of non-reimbursed business expenses. This covenant does not preclude Executive from seeking
637 workers compensation, unemployment compensation, or benefit payments under the Company's
638 employee benefit plans that could be due him or her.

639 (d) Non-Competition, Non-Solicitation and Confidential Information and Inventions.
640 Executive warrants that Executive has, and will continue to comply fully with Sections 12 and 13 of the
641 Employment Agreement, if applicable.

642 (e) **THE COMPANY AND EXECUTIVE AGREE THAT THE SEVERANCE PAY**
643 **DESCRIBED IN THIS RELEASE ARE CONTINGENT UPON THE EXECUTIVE SIGNING**
644 **THIS RELEASE. EXECUTIVE FURTHER UNDERSTANDS AND AGREES THAT IN SIGNING**
645 **THIS RELEASE, EXECUTIVE IS RELEASING POTENTIAL LEGAL CLAIMS AGAINST THE**
646 **COMPANY. THE EXECUTIVE UNDERSTANDS AND AGREES THAT IF HE OR SHE**
647 **DECIDES NOT TO SIGN THIS RELEASE, OR IF HE OR SHE REVOKES THIS RELEASE,**
648 **THAT HE OR SHE WILL IMMEDIATELY REFUND TO THE COMPANY ANY AND ALL**

649 **SEVERANCE PAYMENTS AND OTHER BENEFITS HE OR SHE MAY HAVE ALREADY**
650 **RECEIVED.**

651 (f) The waiver contained in Section 2(a) and (b) above does not apply to any Claims with
652 respect to:

653 (i) Any claims under employee benefit plans subject to the Employee Retirement
654 Income Security Act of 1974 ("ERISA") or other vested benefits and entitlements in accordance
655 with the terms of the applicable employee benefit plan,

656 (ii) Any Claim under or based on a breach of this Release or the Employment
657 Agreement,

658 (iii) Rights or Claims that may arise under the Age Discrimination in Employment
659 Act after the date that Executive signs this Release or that otherwise cannot be released by law,
660 and

661 (iv) Any right to indemnification or directors and officers liability insurance coverage
662 to which Executive is otherwise entitled in accordance with the Company's articles or by-laws
663 and any rights to contribution in case of joint and several liability between the Executive and the
664 released parties hereunder.

665 **EXECUTIVE ACKNOWLEDGES THAT HE OR SHE HAS READ AND IS VOLUNTARILY**
666 **SIGNING THIS RELEASE. EXECUTIVE ALSO ACKNOWLEDGES THAT HE OR SHE IS**
667 **HEREBY ADVISED TO CONSULT WITH AN ATTORNEY, HE OR SHE HAS BEEN GIVEN**
668 **AT LEAST 30 DAYS TO CONSIDER THIS RELEASE BEFORE THE DEADLINE FOR**
669 **SIGNING IT, AND HE OR SHE UNDERSTANDS THAT HE OR SHE MAY REVOKE THE**
670 **RELEASE WITHIN SEVEN (7) DAYS AFTER SIGNING IT. IF NOT REVOKED WITHIN**
671 **SUCH PERIOD, THIS RELEASE WILL BECOME EFFECTIVE ON THE EIGHTH (8) DAY**
672 **AFTER IT IS SIGNED BY EXECUTIVE.**

673

674 BY SIGNING BELOW, BOTH THE COMPANY AND EXECUTIVE AGREE THAT THEY
675 UNDERSTAND AND ACCEPT EACH PART OF THIS RELEASE.

676

677

678 _____

679 (Executive)

DATE

680 WELLPOINT, INC.

681

By: _____

DATE

682

683

EXHIBIT A

684

[Form of Notice of RSU Grant and RSU Award Agreement]

Schedule A

Notice of Restricted Stock Unit Grant

Participant: Richard Zoretic

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: [\$2,500,000 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
	[First 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 that the restrictive covenants applicable to you under your Employment Agreement with the Company, dated as of July 9, 2012 (the "Employment Agreement").

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 Good Reason, 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 claw-back provisions contained in Section 12(g) of the Employment Agreement.

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 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

EXHIBIT A

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

I DO NOT accept this Restricted Stock Unit:

EXHIBIT A

Signature: _____

Printed Name: _____

Date: _____