EXECUTION COPY

$3,000,000,000
CREDIT AGREEMENT
Dated as of July 30, 2012

among

WELLPOINT, INC.,
as the Borrower,

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Administrative Agent,
and
The Other Lenders Party Hereto,

CREDIT SUISSE SECURITIES (USA) LLC,
as Lead Arranger
and
Sole [illegible] Manager,

[redacted]

and

[redacted]

as Co-Arrangers,

and

[redacted]

and

[redacted]

as Co-Documentation Agents

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TABLE OF CONTENTS

		Page
ARTICLE I	Definitions and Accounting Terms	1
Section 1.01.	Defined Terms	1
Section 1.02.	Other Interpretive Provisions	24
Section 1.03.	Accounting Terms	25
Section 1.04.	Rounding	25
Section 1.05.	Times of Day	26
ARTICLE II	The Commitments and Credit Extensions	26
Section 2.01.	Loans	26
Section 2.02.	Borrowings, Conversions and Continuations of Loans	26
Section 2.03.	Reserved	27
Section 2.04.	Reserved	27
Section 2.05.	Reserved	27
Section 2.06.	Prepayments	27
Section 2.07.	Termination or Reduction of Commitments	28
Section 2.08.	Repayment of Loans	28
Section 2.09.	Interest	28
Section 2.10.	Fees	29
Section 2.11.	Computation of Interest and Fees	30
Section 2.12.	Evidence of Debt	30
Section 2.13.	Payments Generally; Administrative Agent's Clawback	30
Section 2.14.	Sharing of Payments by Lenders	32
Section 2.15.	Reserved	33
Section 2.16.	Extension of Maturity Date	33
Section 2.17.	Reserved	33
Section 2.18.	Defaulting Lenders	33
ARTICLE III	Taxes, Yield Protection and Illegality	34
Section 3.01.	Taxes	34
Section 3.02.	Illegality	37
Section 3.03.	Inability to Determine Rates	38
Section 3.04.	Increased Costs; Reserves on Eurodollar Rate Loans	38
Section 3.05.	Compensation for Losses	40
Section 3.06.	Mitigation Obligations; Replacement of Lenders	41
Section 3.07.	Survival	41
ARTICLE IV	Conditions Precedent to Effectiveness	41
Section 4.01.	Conditions to Effectiveness	41
Section 4.02.	Conditions to Borrowing	43
ARTICLE V	REPRESENTATIONS AND WARRANTIES	45
Section 5.01.	Corporate Existence and Standing	45
Section 5.02.	Authorization and Validity	45
Section 5.03.	Compliance with Laws and Contracts	46

Page

Section 5.04. Governmental Consents 46
Section 5.05. Financial Statements 46
Section 5.06. Material Adverse Change 47
Section 5.07. Properties 47
Section 5.08. Litigation and Environmental Matters 47
Section 5.09. Taxes 47
Section 5.10. ERISA Compliance 47
Section 5.11. Federal Reserve Regulations 48
Section 5.12. Investment Company 48
Section 5.13. Material Agreements 48
Section 5.14. Disclosure 48
Section 5.15. Purpose of Loans 49
Section 5.16. Solvency 49
Section 5.17. OFAC 49
Section 5.18. Foreign Corrupt Practices Act 49
Section 5.19. PATRIOT Act 50

ARTICLE VI Affirmative Covenants 50
Section 6.01. Financial Reporting 50
Section 6.02. Notices 52
Section 6.03. Use of Proceeds 52
Section 6.04. Conduct of Business 52
Section 6.05. Taxes 52
Section 6.06. Insurance 53
Section 6.07. Compliance with Laws 53
Section 6.08. Maintenance of Properties 53
Section 6.09. Inspection 53
Section 6.10. Payment of Material Obligations 53

ARTICLE VII Negative Covenants 54
Section 7.01. Liens 54
Section 7.02. Fundamental Changes 54
Section 7.03. Transactions with Affiliates 54
Section 7.04. Subsidiary Debt 55
Section 7.05. Change in Corporate Structure 55
Section 7.06. Inconsistent Agreements 55
Section 7.07. ERISA Compliance 56
Section 7.08. Financial Covenant 56

ARTICLE VIII Events of Default and Remedies 56
Section 8.01. Events of Default 56
Section 8.02. Remedies upon Event of Default 58
Section 8.03. Application of Funds 58

ARTICLE IX Administrative Agent 59
Section 9.01. Appointment and Authority 59
Section 9.02. Rights as a Lender 59
Section 9.03. Exculpatory Provisions 60
Section 9.04. Reliance by Administrative Agent 60

Page

Section 9.05. Delegation of Duties 61
Section 9.06. Resignation of Administrative Agent 61
Section 9.07. Non-Reliance on Administrative Agent and Other Lenders 62
Section 9.08. No Other Duties, Etc 62
Section 9.09. Administrative Agent May File Proofs of Claim 62
Section 9.10. Guaranty Matters 63

ARTICLE X Miscellaneous 63
Section 10.01. Amendments, Etc 63
Section 10.02. Notices; Effectiveness; Electronic Communication 64
Section 10.03. No Waiver; Cumulative Remedies; Enforcement 66
Section 10.04. Expenses; Indemnity; Damage Waiver 67
Section 10.05. Payments Set Aside 68
Section 10.06. Successors and Assigns 69
Section 10.07. Treatment of Certain Information; Confidentiality 73
Section 10.08. Right of Setoff 74
Section 10.09. Interest Rate Limitation 74
Section 10.10. Counterparts; Integration; Effectiveness 74
Section 10.11. Survival of Representations and Warranties 74
Section 10.12. Severability 75
Section 10.13. Replacement of Lenders 75
Section 10.14. Governing Law; Jurisdiction; Etc 76
Section 10.15. USA PATRIOT Act Notice 77
Section 10.16. Entire Agreement 77
Section 10.17. Waiver of Jury Trial 77
Section 10.18. No Advisory or Fiduciary Responsibility 78
Section 10.19. Electronic Execution of Assignments and Certain Other Documents 78

SCHEDULES

EXHIBITS

Form of

A Loan Notice
B Note
C Assignment and Assumption
D Guaranty
E Solvency Certificate

This CREDIT AGREEMENT ("Agreement") is entered into as of July 30, 2012, among WELLPOINT, INC., an Indiana corporation (the "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent.

WHEREAS, pursuant to the Merger Agreement (such term and each other capitalized term used but not defined in these recitals having the meanings assigned to it in Section 1.01), Merger Sub will merge with and into the Company, with the surviving corporation being an indirect wholly-owned subsidiary of the Borrower (the "Merger");

WHEREAS, the Borrower desires that the Lenders make Loans on the Funding Date in an aggregate principal amount of up to $3,000,000,000, the proceeds of which will be used, together with the proceeds of any Pre-Funding Date Syndicated Term Loans, Debt Offering or Equity Offering and cash on hand at the Borrower, solely (i) to pay the cash consideration payable in accordance with the Merger Agreement and (ii) to pay fees and expenses related to the Transactions; and

WHEREAS, if and so long as any of the Company Notes remain outstanding, the Company, along with the other Guarantors, if any, will guarantee the Obligations hereunder and under the other Loan Documents.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions and Accounting Terms

Section 1.01. Defined Terms. As used in this Agreement, the following items shall have the meanings set forth below:

"Administrative Agent" means Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to any Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreement" means this Credit Agreement.

"Applicable Percentage" means with respect to any Lender at any time, (a) prior to the funding of the Loans on the Funding Date, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender's Commitment at such time, and (b) after the funding of the Loans on the Funding Date, the percentage (carried out to the ninth decimal place) of the aggregate outstanding principal amount of the Loans represented by such Lender's Loans at such time. If the commitment of each Lender to make Loans has been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, in each case without the making of any Loans, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Applicable Rate" means, from time to time, the following percentages per annum in respect of the Eurodollar Rate Loans and the Base Rate Loans, as the case may be, based upon the Debt Rating as set forth below:

Debt Rating S&P/Moody's	Applicable Rate Eurodollar Loans	Applicable Rate Base Rate Loans
Pricing Level 1 A-/A3 or better	[redacted]	
Pricing Level 2 Lower than Level 1 but at least BBB+/Baa1		
Pricing Level 3 Lower than Level 2 but at least BBB/Baa2		
Pricing Level 4 Lower than Level 3 or unrated		

provided that each Applicable Rate will increase by [redacted] on the [redacted] day after the Funding Date and by an additional [redacted] every [redacted] days thereafter.

As used above, "Debt Rating" means, as of any date of determination, the rating as determined by either S&P or Moody's (collectively, the "Debt Ratings") of the Borrower's non-credit-enhanced, senior unsecured long-term debt; *provided* that (a) if a Debt Rating is issued by each of the foregoing rating agencies, then (except as provided in clause (b) below) the higher of such Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the

highest and the Debt Rating for Pricing Level 4 being the lowest); (b) if there is a split in Debt Ratings of more than one level, the Pricing Level that is one level lower than the Pricing Level of the higher Debt Rating shall apply and (c) if the Borrower does not have any Debt Rating, Pricing Level 4 shall apply.

Each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change. If either S&P or Moody's shall cease to have in effect a rating of the Borrower's non-credit enhanced, senior unsecured long-term debt and Fitch Ratings shall have in effect a rating of such debt, then the ratings of Fitch Ratings will be substituted for the ratings of such agency for all the purposes of the foregoing provisions of this definition of "Applicable Rate."

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means, collectively, the Lead Arranger and the Co-Arrangers.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit C or any other form approved by the Administrative Agent.

"Audited Financial Statements" means the audited consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2011 and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

"Authorized Officer" means the chief executive officer, president, chief financial officer or treasurer of a Loan Party, acting singly, and solely for purposes of notices given pursuant to Article II, any other officer or authorized person of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent (together with an executed incumbency certificate containing the name and genuine signature of such person). Any document delivered hereunder that is signed by an Authorized Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Authorized Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) [redacted] (b) [redacted] (c) the [redacted]

reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any [redacted] ake effect at the opening of business on the day specified in the announcement of such change. Any change in [redacted] shall be effective on the effective date of such change in [redacted] as the case may be.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.01.

"Borrowing" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the State of New York and, if such day relates to any Eurodollar Rate Loan or Base Rate Loan that is calculated using the Eurodollar Rate, means any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Capitalized Lease" of a Person means any lease of property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with GAAP.

"Cash Equivalents" means any of the following types of investments, to the extent owned by the Borrower free and clear of all Liens:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; *provided* that the full faith and credit of the United States is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States and rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof; and

(d) Investments, classified in accordance with GAAP as current assets of the Borrower or any of its Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) compliance by any Lender (or, for the purpose of Section 3.04(b), any Lending Office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof), of equity interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding equity interests in the Borrower or (b) the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were not (i) directors of the Borrower on the date of this Agreement, (ii) nominated by the board of directors of the Borrower or (iii) appointed by directors referred to in the preceding clauses (i) and (ii).

"Closing Date" means July 30, 2012, the date on which all of the conditions precedent in Section 4.01 were satisfied or waived in accordance with Section 10.01.

"Co-Arrangers" means the financial institutions listed on the cover page of this Agreement as "Co-Arrangers".

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means, as to each Lender, its obligation to make Loans to the Borrower pursuant to Section 2.01 in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 or in the

Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Commitment Fee Rate" means (a) on any day from and including the Closing Date to and including [redacted] (b) [redacted]

"Company" means Amerigroup Corporation, a Delaware corporation.

"Company Notes" means (a) the 7½% senior notes due 2019 of the Company issued from time to time (and any refinancings, extensions, renewals and replacements thereof) or (b) any other individual issuance of Debt of the Company in excess of $30,000,000.

"Contingent Obligation" of a Person means any obligation arising under any agreement, undertaking or arrangement by which (a) such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the financial obligation or liability of any other Person, or (b) agrees to maintain the net worth or working capital or other financial condition of any other Person, or (c) otherwise assures any creditor of such other Person against loss, including, without limitation, in each case, any comfort letter, operating agreement or take-or-pay contract or application for a letter of credit, but excluding in each case obligations incurred by either Loan Party or any Insurance Subsidiary under insurance policies or contracts entered into in the ordinary course of business and endorsements of instruments for deposit or collection in the ordinary course of business.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Controlled Group" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with one or both of the Loan Parties and/or one or more of the Subsidiaries, are treated as a single employer (i) under Section 414(b) or (c) of the Code or (ii) for the purposes of Section 302 of ERISA or Section 412 of the Code, under Section 414(b), (c), (m) or (o) of the Code.

"Credit Suisse" means Credit Suisse AG, Cayman Islands Branch, and its successors.

"Debt" of a Person means such Person's (a) obligations for borrowed money, (b) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade), (c) obligations described in clauses (a), (b), (d), (e), (f) and (g), whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person, (d) obligations which are evidenced by notes, bonds, or similar instruments, (e) Capitalized Lease Obligations, (f) Contingent Obligations in respect of Debt and (g) obligations for which such Person is obligated pursuant to or in respect of a letter of credit.

"Debt Offering" means any incurrence of debt for borrowed money (including any issuance of senior unsecured notes (the "Debt Offering Notes") through a public offering or in a Rule 144A or other private placement, debt securities convertible into equity securities, issued in a public offering, private placement or otherwise, or bank loans by the Borrower or any of its Subsidiaries), other than (i) intercompany debt, (ii) debt under the Existing Credit Agreement, (iii) Pre-Funding Date Syndicated Term Loans, to the extent the Commitments were reduced pursuant to Section 2.07(c) by the aggregate principal amount of the corresponding Pre-Funding Date Syndicated Term Loan Commitments, or (iv) debt incurred in the ordinary course of business, including borrowings under existing credit facilities.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; *provided, however*, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.18(b), any Lender that, as determined by the Administrative Agent, (a) has failed to perform any of its funding obligations hereunder within three Business Days of the date required to be funded by it hereunder, unless such obligation is the subject of a good faith dispute, (b) has notified the Borrower or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations hereunder, unless such obligation is the subject of a good faith dispute or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority.

"Disclosed Matter" means the actions, suits and proceedings and the environmental matters disclosed in Schedule 5.08(a) and Schedule 5.08(b) hereto.

"Dollar" and "$" mean lawful money of the United States.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Sections 10.06(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

"Environmental Laws" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees or binding agreements relating to the environment or the release of any Hazardous Materials into the environment.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Offering" means any issuance of equity or equity-linked securities (in a public offering or private placement) by the Borrower or any of its Subsidiaries (excluding equity or equity-linked securities issued to any employee stock plan or employee compensation plan).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Eurodollar Rate" means:

(a) for any Interest Period with respect to a Eurodollar Rate Loan, a rate per annum equal to the product of Statutory Reserves and (i) the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Bloomberg Information Service (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or (ii) if such rate is not available at such time for any reason, then the "Eurodollar Rate" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted by Credit Suisse and with a term equivalent to such Interest Period would be offered by Credit Suisse's London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date (or if such day is not a Business Day, the immediately preceding Business Day), a rate per annum equal to the product of Statutory Reserves and (i) BBA LIBOR, at

approximately 11:00 a.m., London time determined on such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing two Business Days following such day or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery two Business Days following the date of determination in same day funds in the approximate amount of the Base Rate Loan being made or maintained and with a term equal to one month would be offered by Credit Suisse's London Branch to major banks in the London interbank Eurodollar market at their request at the date and time of determination.

"Eurodollar Rate Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of "Eurodollar Rate."

"Event of Default" has the meaning specified in Section 8.01.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (including in the case of a Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) any backup withholding tax) (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located or, in each case, that are imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such tax (other than, for this purpose, connections arising solely from such recipient having executed, delivered, become a party to, or performed its obligations under this Agreement), (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 10.13), any withholding tax imposed by the jurisdiction in which the Borrower is resident that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or the date on which a Participant becomes entitled to the benefits of Section 3.01 pursuant to Section 10.06(d) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 3.01(f), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01(a) and (d) any United States federal withholding tax imposed under FATCA.

"Existing Credit Agreement" means that certain Credit Agreement dated as of September 30, 2010, as amended as of September 29, 2011, among the Borrower, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent for the lenders thereunder, as amended, restated, amended and restated or otherwise modified or supplemented from time to time.

"Extended Loans" has the meaning specified in Section 2.16(a).

"Extended Maturity Date" has the meaning specified in Section 2.16(a).

"FATCA" means Sections 1471 through 1474 of the Code (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any regulations thereunder, official governmental interpretations thereof or published administrative guidance implementing such Sections.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended from time to time, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) received by Credit Suisse on such day on such transactions from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means, collectively, the letter agreements, dated July 9, 2012, among the Borrower, the Administrative Agent and the Lead Arranger, relating to the credit facility contemplated by this Agreement.

"Financial Officer" of a Person means the chief financial officer, principal accounting officer, treasurer or controller of such Person or any officer having substantially the same position for such Person.

"Fiscal Quarter" means one of the four three-month accounting periods comprising a Fiscal Year.

"Fiscal Year" means the 12-month accounting period ending December 31 of each year.

"Fitch Ratings" means Fitch Ratings, a wholly owned subsidiary of Fimalac, S.A., and any successor thereto.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Funding Date" means the date on which the conditions specified in Section 4.02 shall have been satisfied or waived and the Loans hereunder are funded.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Governmental Authority" means any government (foreign or domestic) or any state or other political subdivision thereof or any governmental body, agency, authority, department or commission (including any board of insurance, insurance department or insurance commission and any taxing authority or political subdivision) or any instrumentality thereof (including any court or tribunal) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation, partnership or other entity directly or indirectly owned or controlled by or subject to the control of any of the foregoing (including any supra-national bodies such as the European Union or the European Central Bank).

"Granting Lender" has the meaning specified in Section 10.06(h).

"Guarantor" means, (a) for so long as the Company Notes shall remain outstanding, the Company and each Subsidiary of the Company that guarantees the Company's obligations under the Company Notes, if and to the extent the Company and such Subsidiaries are able to provide such a guaranty without violating the provisions of the Company Notes and (b) any Subsidiary of the Borrower that becomes a Guarantor of the Obligations pursuant to Section 7.04(e).

"Guaranty" means the Guaranty to be made by the Guarantors in favor of the Administrative Agent and the Lenders, substantially in the form of Exhibit D.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement or puts and calls on any of the foregoing and with respect to equity securities.

"HMO" means a health maintenance organization (or similar entity) doing business as such (or required to qualify or to be licensed as such) under HMO Regulations.

"HMO Regulation" means all laws, regulations, directives and administrative orders applicable under federal or state law to health maintenance organizations (or similar entities) and any regulations, orders and directives promulgated or issued pursuant thereto.

"HMO Regulator" means any Person charged with the administration, oversight or enforcement of an HMO Regulation and the Blue Cross Blue Shield Association.

"Hybrid Securities" means any trust preferred security, deferrable interest subordinated debt security, mandatory convertible debt security or other hybrid security issued by the Borrower or any of its Subsidiaries (or a trust or other entity formed by the Borrower or any of its Subsidiaries) that (a) is accorded at least some equity treatment by S&P at the time of issuance thereof, (b) if issued by the Borrower, is expressly subordinate in right of payment to the Obligations, and (c) by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event or otherwise, does not mature or is not mandatorily redeemable or subject to any mandatory repurchase requirement at any time prior to the date that is six months after the Extended Maturity Date.

"Indemnified Taxes" means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

"Indemnitee" has the meaning specified in Section 10.04(b).

"Insurance Regulations" means any Laws applicable to an insurance company.

"Insurance Regulator" means any Person charged with the administration, oversight or enforcement of any Insurance Regulation.

"Insurance Subsidiary" means any Subsidiary that is now or hereafter engaged in the insurance business or is an HMO.

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date.

"Interest Period" means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two or three months thereafter, as selected by the Borrower in the Loan Notice; *provided* that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Eurodollar Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Maturity Date.

"Investment" of a Person means any loan, advance (other than commission, travel and similar advances to officers and employees made in the ordinary course of business), extension of credit (other than accounts receivable arising in the ordinary course of business) or contribution of capital by such Person to any other Person or any investment in, or purchase or other acquisition of the stock, partnership interests, notes, debentures or other securities of any other Person made by such Person.

"Investment Bank" has the meaning specified in Section 4.02(j).

"IRS" means the United States Internal Revenue Service.

"Laws" means, collectively, as amended from time to time, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, executive orders, ordinances, codes and administrative or judicial precedents or authorities, including, without limitation, Public Law 111-148, The Patient Protection And Affordable Care Act, Public Law 111-152, The Health Care And Education Reconciliation Act of 2010, any U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order, the Trading with the Enemy Act, as amended, the FCPA, the PATRIOT Act, as well as the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"Lead Arranger" means Credit Suisse Securities (USA) LLC.

"Lender" has the meaning specified in the introductory paragraph hereto.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"License" means any license, certificate of authority, permit or other authorization which is required to be obtained from any Governmental Authority in connection with the operation, ownership or transaction of insurance business.

"Lien" means any security interest, lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement); *provided, however*, that a "Lien" shall not be deemed to arise

from repurchase transactions or reverse repurchase transactions or from programs where the Borrower or any Subsidiary lends securities.

"Loan" has the meaning specified in Section 2.01.

"Loan Documents" means this Agreement, each Note and, if executed and delivered, the Guaranty; *provided* that if the Guaranty is executed and delivered and subsequently terminated pursuant to Section 14 thereof, then the Guaranty shall cease to be a Loan Document.

"Loan Notice" means the notice of the Borrowing, or of any conversion or continuation of Eurodollar Rate Loans, in each case pursuant to 2.02(a), which shall be substantially in the form of Exhibit A.

"Loan Parties" means, collectively, the Borrower and, if the Guaranty is executed and delivered, each Guarantor; *provided* that if the Guaranty is executed and delivered and subsequently terminates pursuant to Section 14 thereof, then the Guarantors shall cease to be Loan Parties.

"Margin Stock" has the meaning assigned to such term under Regulation U of the FRB.

"Material Adverse Effect" means any material adverse effect on (a) the business, property, financial condition or operations of the Borrower and its Subsidiaries, taken as a whole, (b) the ability of either of the Loan Parties to perform any of the Obligations or (c) the rights or remedies available to the Lenders under this Agreement.

"Material Insurance Subsidiary" means any Insurance Subsidiary that is a Material Subsidiary.

"Material Subsidiary" means, at any time, any Subsidiary of the Borrower which, together with its Subsidiaries, has either assets or revenues from operations that exceed 10% of the combined assets or combined revenues from operations, respectively, of the Borrower and its Subsidiaries taken as a whole.

"Maturity Date" means the later of (i) the Original Maturity Date and (ii) if the maturity of the Loans is extended pursuant to Section 2.16, the Extended Maturity Date.

"Merger" has the meaning specified in the recitals hereto.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of July 9, 2012, among the Borrower, Merger Sub and the Company, together with all exhibits and schedules thereto.

"Merger Agreement Material Adverse Effect" means with respect to the Purchaser (for the purpose of this definition, as defined in the Merger Agreement) or the Company, as the case may be, (i) any event, change, effect, development or occurrence that has a material adverse effect on the business, results of operations or financial condition of the

Company and its Subsidiaries, taken as a whole, or the Purchaser and its Subsidiaries, taken as a whole, as applicable; *provided*, however, that no event, change, effect, development or occurrence shall be deemed to constitute, nor shall any of the foregoing be taken into account in determining whether there has been, a Merger Agreement Material Adverse Effect, to the extent that such event, change, effect, development or occurrence results from, arises out of, or relates to: (A) any changes in general to the United States or global economic conditions, (B) any changes in conditions generally affecting the healthcare, insurance, health insurance or managed care industry, Medicaid managed care industry, Medicare managed care industry or any other industry in which the Company, the Purchaser, or any of their respective Subsidiaries operate, (C) any decline in the market price or trading volume of the Company Common Stock (as defined in the Merger Agreement) or Purchaser Common Stock (as defined in the Merger Agreement) (it being understood that the foregoing shall not preclude the Administrative Agent from asserting that the facts or occurrences giving rise to or contributing to such decline that are not otherwise excluded from the definition of Merger Agreement Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Merger Agreement Material Adverse Effect), (D) any changes resulting from, arising under or relating to the Supreme Court's decision regarding Nat. Fed. of Indep. Bus. v. Sebelius, Sec. of Dept. of Health & Human Servs., No. 11-393 (2012); Dept. of Health & Human Servs. v. Florida, Nos. 11-398 & 11-400 (2012) (any such decision, a "Sebelius Decision"), including any state determining not to expand its Medicaid Programs pursuant to the Patient Protection and Affordable Care Act of 2010, (E) any changes in national, state or local regulatory, legislative or political conditions or securities, credit, financial, debt or other capital markets conditions, in each case in the United States or any foreign jurisdiction, except to the extent that such changes have a materially disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, or the Purchaser and its Subsidiaries, taken as a whole, as applicable, relative to the adverse effect such changes have on other Persons (for the purpose of this definition, as defined in the Merger Agreement) operating in the Medicaid or Medicare Advantage managed care industry in which the Company and any of its Subsidiaries operate (in the case of the Company and its Subsidiaries) or in the health benefits businesses in which the Purchaser and any of its Subsidiaries operate (in the case of the Purchaser and its Subsidiaries), (F) any failure, in and of itself, by the Company or the Purchaser to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the foregoing shall not preclude the Administrative Agent from asserting that the facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Merger Agreement Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Merger Agreement Material Adverse Effect), (G) the execution and delivery of the Merger Agreement or the public announcement or pendency of the Merger Agreement or the Merger (for the purpose of this definition, as defined in the Merger Agreement) or the taking of any action required or contemplated or permitted by the Merger Agreement (it being understood and agreed that actions taken by the Company pursuant to its obligations under Section 4.1(a) of the Merger Agreement to conduct its business only in the ordinary course of business shall not be excluded in determining whether a Merger Agreement Material Adverse Effect on the Company has occurred) or the identity of, or any facts or circumstances relating to, the Company, the Purchaser, the Merger Sub or their respective Subsidiaries, including (I) the impact of any of the

foregoing on the relationships, contractual or otherwise, of the Company, the Purchaser or any of their Subsidiaries with any Governmental Entities (for the purpose of this definition, as defined in the Merger Agreement), customers, Providers (as defined in the Merger Agreement), suppliers, partners, officers or employees or (II) any suspension, amendment, modification or termination of any Contract (for the purpose of this definition, as defined in the Merger Agreement) between the Company or any of its Subsidiaries, on the one hand, and CMS (for the purpose of this definition, as defined in the Merger Agreement), any state agency or any other Governmental Entity, on the other hand (or any request or assertion by CMS, any state agency or any other Governmental Entity that any such Contract be suspended, amended, modified or terminated) or any additional obligations or requirements relating to any such Contract imposed by CMS, any state agency or any other Governmental Entity on the Company or the Purchaser or any of their respective Subsidiaries, in each case, resulting from, arising out of or relating to any of the foregoing, (H) any adoption, implementation, promulgation, repeal, modification, amendment, change in interpretation, reinterpretation, change or proposal of any Order (as defined in the Merger Agreement), protocol or any other Law (for the purpose of this definition, as defined in the Merger Agreement) of or by any Governmental Entity, including any such adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, change or proposal resulting from, arising under or related to any Sebelius Decision, except to the extent that such changes have a materially disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, or the Purchaser and its Subsidiaries, taken as a whole, as applicable, relative to the adverse effect such changes have on other Persons operating in the Medicaid or Medicare Advantage managed care industry in which the Company and any of its Subsidiaries operate (in the case of the Company and its Subsidiaries) or in the health benefits businesses in which the Purchaser and any of its Subsidiaries operate (in the case of the Purchaser and its Subsidiaries), provided that this exception shall not apply to any Sebelius Decision, (I) any change in GAAP or Applicable SAP (as defined in the Merger Agreement) (or interpretations thereof), (J) any geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism threatened or underway as of the date hereof, (K) any taking of any action (or the failure to take any action) at the request of another party hereto or with the consent of another party hereto, (L) any change or announcement of a potential change in the credit rating or A.M. Best rating of the Company or any of its Subsidiaries or the Purchaser or any of its Subsidiaries, as applicable (it being understood and agreed that the foregoing shall not preclude the Administrative Agent from asserting that the facts or occurrences giving rise to or contributing to such change or announcement of a potential change that are not otherwise excluded from the definition of Merger Agreement Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Merger Agreement Material Adverse Effect), (M) any hurricane, earthquake, flood or other natural disasters, acts of God or any change resulting from weather conditions, (N) any litigation arising from allegations of a breach of fiduciary duty or violation of applicable Law relating to the Merger Agreement or the Merger or the other transactions contemplated hereby or any solicitation of written consents of the stockholders of the Company opposing the Required Company Vote (as defined in the Merger Agreement), (O) any changes to reimbursement rates or in methods or procedures for determining such rates, any changes to eligibility requirements or any other programmatic changes by any Governmental Entity that, in each case, have general application to Persons providing managed care services similar to the

services that are provided by the Company, the Purchaser or their Subsidiaries or to Persons operating in the industries in which the Company, the Purchaser or any of their Subsidiaries operate, as applicable, except to the extent that such changes have a materially disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, or the Purchaser and its Subsidiaries, taken as a whole, as applicable, relative to the adverse effect such changes have on other Persons operating in the Medicaid or Medicare Advantage managed care industry in which the Company and any of its Subsidiaries operate (in the case of the Company and its Subsidiaries) or in the health benefits businesses in which the Purchaser and any of its Subsidiaries operate (in the case of the Purchaser and its Subsidiaries), or (P) the failure of the Company, the Purchaser or any of their Subsidiaries to obtain the right to provide services in any jurisdiction under a Contract with CMS, any state agency or any other Governmental Entity pursuant to any "request for proposal", procurement, re-procurement or similar process or the failure of any such Contract to be renewed upon its expiration; and (ii) any effect that would prohibit, prevent, materially impair or materially delay the ability of the Purchaser or the Company, as the case may be, to consummate the transactions contemplated by the Merger Agreement, including the Merger.

"Merger Sub" means WellPoint Merger Sub, Inc., a Delaware corporation and an indirect wholly owned Subsidiary of the Borrower.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which either Loan Party or any member of the Controlled Group is obligated to make contributions.

"NAIC" means the National Association of Insurance Commissioners or any successor thereto, or in lieu thereof; any other association, agency or other organization performing advisory, coordination or other like functions among insurance departments, insurance commissioners and similar Governmental Authorities of the various states of the United States toward the promotion of uniformity in the practices of such Governmental Authorities.

"Net Cash Proceeds" means, with respect to any Debt Offering or Equity Offering, the cash proceeds received by the Borrower and its Subsidiaries in respect thereof, net of all fees, underwriting discounts, commissions and out of pocket expenses paid in connection therewith by the Borrower and its Subsidiaries to Persons that are not Affiliates of the Borrower.

"Net Income" means, for any computation period, with respect to the Borrower on a consolidated basis with the Subsidiaries, cumulative net income earned during such period as determined in accordance with GAAP.

"Net Tangible Assets" means the consolidated assets of the Borrower and its Subsidiaries, determined in accordance with GAAP less: (i) all current liabilities and minority interests and (ii) goodwill and other intangibles (other than patents, trademarks, licenses, copyrights and other intellectual property and prepaid assets).

"Net Worth" means the consolidated shareholders' equity of the Borrower determined in accordance with GAAP.

"Non-Consenting Lender" has the meaning specified in Section 10.13.

"Note" means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit B.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"Offering Document" has the meaning specified in Section 4.02(j).

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Original Maturity Date" means the day that is 364 days after the Funding Date; *provided* that if such day is not a Business Day, the Original Maturity Date shall be the next preceding Business Day.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes or similar charges or levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Outside Date" has the meaning specified in Section 4.02.

"Outstanding Amount" means with respect to the Loans on any date, the aggregate outstanding principal amount of the Loans after giving effect to any prepayments or repayments of any Loans occurring on such date.

"Participant" has the meaning specified in Section 10.06(d).

"Participant Register" has the meaning specified in Section 10.06(d).

"PATRIOT Act" has the meaning specified in Section 10.15.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Permitted Liens" means, as applied to the Borrower and the Subsidiaries:

(a) any Lien in favor of the Administrative Agent or the Lenders given to secure the payment and performance of the Obligations;

(b) Liens securing obligations in an aggregate amount not i[redacted] (determined at the end of the immediately preceding Fiscal Quarter of the Borrower ending on or prior to the date such Lien is created) with the amount of any such obligation determined when the Lien is incurred and, if applicable, when the amount of such obligation is increased (other than as a result of the accrual of interest thereon);

(c) (i) Liens on real estate for real estate taxes not yet delinquent and (ii) Liens for taxes, assessments, judgments, governmental charges or levies, or claims that are not yet due or the non-payment of which is being diligently contested in good faith by appropriate proceedings;

(d) Liens of carriers, warehousemen, mechanics, laborers, and materialmen incurred in the ordinary course of business for sums that are not overdue by more than 60 days or being diligently contested in good faith by appropriate proceedings;

(e) Liens incurred in the ordinary course of business in connection with worker's compensation and unemployment insurance and other social security laws and regulations;

(f) restrictions on the transfer of assets imposed by any applicable federal, state or local statute, regulation or ordinance;

(g) easements, rights-of-way, zoning restrictions and other similar encumbrances on the use of real property which do not interfere with the ordinary conduct of the business of the Borrower or any Subsidiary, or Liens incidental to the conduct of the business of the Borrower or any Subsidiary or to the ownership of its properties which were not incurred in connection with Debt or other extensions of credit and which do not in the aggregate materially detract from the value of such properties or materially impair their use in the operation of the business of the Borrower or any Subsidiary;

(h) purchase money mortgages or security interests, conditional sale arrangements and other similar security interests (hereinafter referred to individually as a "Purchase Money Security Interest"); *provided, however*, that:

(i) the transaction in which any Purchase Money Security Interest is proposed to be created is not otherwise prohibited by this Agreement;

(ii) any Purchase Money Security Interest shall attach only to the property or assets acquired in such transaction and shall not extend to or cover any other assets or properties of such Loan Party or Subsidiary; and

(iii) the Debt secured or covered by any Purchase Money Security Interest shall not exceed the cost of the property or asset acquired, including extensions, renewals and replacements thereof (and any interest, fees and premiums payable in connection therewith);

(i) Liens consisting of deposits made by the Borrower or any Insurance Subsidiary with the insurance authority in its jurisdiction of domicile or other statutory Liens or Liens or claims, reserves or contingent payment arrangements imposed or required by applicable insurance law or regulation against the assets of the Borrower or such Insurance Subsidiary or securing regulatory capital or other financial responsibility requirements;

(j) Purchase Money Security Interests in equipment constituting inventory of the Borrower or any Subsidiary which is leased (or held for lease) by the Borrower or such Subsidiary to its customers in the ordinary course of business and other Liens on lease receivables, equipment and cash collateral accounts established in connection therewith;

(k) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(l) Liens securing obligations to share with the federal Center for Medicare and Medicaid Services potential gains from the sale or other disposition of depreciable assets used in the administration of the Medicare program;

(m) Liens on the property or assets prior to the acquisition thereof by the Borrower or any Subsidiary or existing on a Person which becomes a Subsidiary after the date of this Agreement, in each case, securing obligations (and any extension, renewal or replacement thereof that does not increase the outstanding principal amount thereof and any interest, fees and premiums payable in connection therewith) which are not prohibited by this Agreement (after giving effect to the acquisition of such Subsidiary); *provided* that (i) such Liens existed at the time such Person became a Subsidiary and were not created in anticipation thereof, (ii) any such Lien is not spread to cover any additional property or assets of such Person after the time such corporation becomes a Subsidiary and (iii) no additional amount of Debt shall be secured by such Liens in reliance upon the provisions of this clause;

(n) Liens arising solely by virtue of any statutory or common law provisions relating to bankers' liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; *provided* that (i) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Borrower in excess of those set forth by regulations promulgated by the FRB and (ii) such deposit account is not intended by the Borrower or any of its Subsidiaries to provide collateral to the depository institution in respect of specifically identified or contemplated obligations;

(o) any Lien on any property or asset of the Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 7.01; *provided* that (i) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary (except proceeds thereof) and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount secured thereby (including any interest, fees and premiums payable in connection therewith);

(p) Liens securing obligations in the ordinary course of business of the Borrower and its Subsidiaries owing to securities intermediaries, brokers and other financial institutions where cash and Cash Equivalents of the Borrower and such Subsidiaries are held;

(q) Liens securing obligations of Debt permitted pursuant to clause (g) of Section 7.04; and

(r) Liens, if any, in favor of the L/C Issuer and/or Swing Line Lender to Cash Collateralize or otherwise secure the obligations of a Defaulting Lender to fund risk participations under the Existing Credit Agreement (with the capitalized terms used in this paragraph having the meanings assigned thereto in the Existing Credit Agreement).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means an employee pension benefit plan, as defined in Section 3(2) of ERISA which is subject to Title IV of ERISA, as to which either Loan Party or any member of the Controlled Group contributes, maintains or sponsors.

"Platform" has the meaning specified in Section 6.01.

"Pre-Funding Date Syndicated Term Loan Commitments" means commitments to provide term loans to the Borrower, the proceeds of which are to be used to fund a portion of the Transactions pursuant to, and on the terms and conditions provided in, one or more credit agreements to be entered into by, among others, the Borrower and the lenders party thereto (each, a "Term Loan Agreement"). For purposes of Section 2.07(c), Pre-Funding Date Syndicated Term Loan Commitments shall become effective when the related Term Loan Agreement has been executed and delivered by the parties thereto and the conditions precedent to the effectiveness thereof have been satisfied or waived by the requisite Persons thereunder.

"Pre-Funding Date Syndicated Term Loans" shall mean the term loans, if any, made pursuant to any Pre-Funding Date Syndicated Term Loan Commitments.

"Public Lender" has the meaning specified in Section 6.01.

"Purchase" means any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which any Loan Party or its Subsidiary (a) acquires any going business or all or substantially all of the assets of any firm, corporation or division or line of business thereof, whether through purchase of assets, merger or otherwise, or (b) directly or indirectly acquires (in one transaction or as of the most recent transaction in a

series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding partnership interests of a partnership.

"Register" has the meaning specified in Section 10.06(c).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event; *provided*, that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(c) of the Code.

"Required Lenders" means, as of any date of determination, Lenders having more than [redacted] of the Aggregate Commitments or, if the commitment of each Lender to make Loans has been terminated, Lenders holding in the aggregate more than [redacted] of the Outstanding Amount; *provided* that the Commitment of, and the portion of the Outstanding Amount held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"SAP" means, with respect to any Insurance Subsidiary, the statutory accounting practices prescribed or permitted by the insurance commissioner (or other similar authority) in the jurisdiction of such Insurance Subsidiary for the preparation of annual statements and other financial reports by insurance companies of the same type as such Insurance Subsidiary in effect from time to time.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"SPC" has the meaning specified in Section 10.06(h).

"Statutory Reserves" shall mean a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the FRB and any other banking authority, domestic or foreign, to which the Administrative Agent or any Lender (including any branch, Affiliate or other fronting office making or holding a Loan) is subject for Eurocurrency Liabilities (as defined in Regulation D of the FRB). Eurodollar Rate Loans shall be deemed to constitute Eurocurrency Liabilities (as defined in Regulation D of the FRB) and to be subject to

such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Event" means, with respect to a Plan, (a) a Reportable Event, (b) a determination that any Plan is, or is expected to be, in "at risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (c) the withdrawal of a Loan Party or any other member of the Controlled Group from such Plan during a plan year in which such Loan Party or member of the Controlled Group was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, (d) the termination of such Plan, the filing of a notice of intent to terminate such Plan or the treatment of an amendment of such Plan as a termination under Section 4041 of ERISA, (e) the institution by the PBGC of proceedings to terminate such Plan or (f) any event or condition which could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, such Plan.

"Threshold Amount" means [redacted]

"Total Debt" means, at any time, all Debt that would be required to appear as liabilities on the consolidated balance sheet of the Borrower and its Subsidiaries prepared in accordance with GAAP (including, in any event, surplus notes issued by any other Insurance Subsidiary) plus all Contingent Obligations of the Borrower or any Subsidiary in respect of Debt of Persons other than the Borrower or any Subsidiary.

"Total Debt to Capital Ratio" means, at any time, the ratio of (a) the Total Debt at such time to (b) the sum of Total Debt plus the Borrower's Net Worth at such time. For purposes of determining such Total Debt to Capital Ratio of the Borrower and notwithstanding their capital treatment under GAAP, Hybrid Securities shall be accorded the same capital treatment as given to such Hybrid Securities by S&P from time to time; *provided* that the maximum amount of Hybrid Securities that may be included in the Net Worth of the Borrower and its Subsidiaries and excluded from Total Debt of the Borrower and its Subsidiaries shall not at any time exceed [redacted] of the sum of (a) all consolidated indebtedness of the Borrower and its Subsidiaries plus (b) the Net Worth of the Borrower and its Subsidiaries, in each case including such Hybrid

Securities in accordance with their capital treatment by S&P but excluding the effects of FASB 115.

"Transactions" means, collectively, (a) the Merger, (b) any Debt Offerings referred to in Section 2.07(b), (c) any Equity Offerings referred to in Section 2.07(b), (d) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party, the making of the Borrowing hereunder and the use of the proceeds thereof and (e) the payment of fees and expenses incurred in connection with the foregoing.

"Type" means with respect to any Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

"Unfunded Liability" means the amount (if any) by which the present value of all vested and unvested accrued benefits under a Plan exceeds the fair market value of assets allocable to such benefits, all determined as of the then most recent valuation date for such Plans based on the actuarial assumptions used by the Plan's actuary in the most recent annual valuation of the Plan.

"United States" and "U.S." mean the United States of America.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.03. Accounting Terms.

(a) Generally. Except as otherwise specifically prescribed herein, all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Debt of the Borrower or any Subsidiary at "fair value", as defined therein, (ii) without giving effect to any treatment of Debt in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Debt in a reduced or bifurcated manner as described therein, and such Debt shall at all times be valued at the full stated principal amount thereof and (iii) in a manner such that any obligations relating to a lease that was accounted for by a Person as an operating lease as of the Closing Date and any similar lease entered into after the Closing Date by such Person shall be accounted for as obligations relating to an operating lease and not as Capitalized Lease Obligations.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement or any other covenant calculation set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio, requirement or calculation to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio, requirement or calculation shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio, requirement or calculation made before and after giving effect to such change in GAAP.

Section 1.04. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

ARTICLE II

The Commitments and Credit Extensions

Section 2.01. Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make a loan (each such loan, a "Loan") to the Borrower on the Funding Date in an aggregate amount not to exceed the amount of such Lender's Commitment. Each Lender's Commitment shall expire immediately and without further action upon the earliest to occur of (i) 5:00 P.M. (New York City time) on the Outside Date, (ii) the consummation of the Merger without the making of the Borrowing, (iii) the date that the Merger Agreement is terminated or expires or the Borrower or any of its Affiliates publicly announces its intention not to proceed with the Merger and (iv) the funding of the Loans on the Funding Date. Amounts borrowed under this Section 2.01 and subsequently repaid or prepaid may not be reborrowed. At the option of the Borrower, the Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

Section 2.02. Borrowings, Conversions and Continuations of Loans.

(a) The Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 12:00 p.m. (i) three Business Days prior to the requested date of the Borrowing of, conversion to or continuation of Eurodollar Rate Loans, and (ii) on the requested date of the Borrowing of Base Rate Loans, or of any conversion of Eurodollar Rate Loans to Base Rate Loans. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by an Authorized Officer of the Borrower. Any Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of [redacted] or a whole multiple of [redacted] in excess thereof. Any Borrowing of or conversion to Base Rate Loans shall be in a principal amount of [redacted] or a whole multiple of [redacted] in excess thereof. Each Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting the Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of such Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests the Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). In the case of the Borrowing, each Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 2:00 p.m. on the Funding Date. Upon satisfaction of the applicable conditions set forth in Section 4.02, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent by wire transfer of such funds in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans if the Required Lenders shall have prohibited the same in writing to the Administrative Agent and the Borrower.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Credit Suisse's prime rate used in determining the Base Rate promptly following the announcement of such change.

(e) After giving effect to the Borrowing, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than three Interest Periods in effect with respect to Loans.

Section 2.03. Reserved.

Section 2.04. Reserved.

Section 2.05. Reserved.

Section 2.06. Prepayments.

(a) The Borrower may, upon written notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; *provided* that (i) such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) three Business Days prior to any date of prepayment of Eurodollar Rate Loans and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Eurodollar Rate Loans shall be in a principal amount of [redacted] r a whole multiple of [redacted] n excess thereof; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of [redacted] or a whole multiple of [redacted] in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's

Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(b) Within five Business Days after the receipt by the Borrower or any of its Subsidiaries of Net Cash Proceeds in respect of any Debt Offering or Equity Offering occurring after the Funding Date, the Borrower shall prepay the Loans in an aggregate amount equal to 100% of such Net Cash Proceeds without premium or penalty.

(c) Any prepayment of a Loan pursuant to this Section 2.06 shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages.

Section 2.07. Termination or Reduction of Commitments.

(a) The Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Commitments or from time to time permanently reduce the Aggregate Commitments; *provided* that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. one Business Day prior to the date of termination or reduction and (ii) any such partial reduction shall be in an aggregate amount of [redacted] or any whole multiple of [redacted] in excess thereof. The Administrative Agent will promptly notify the Lenders of any such notice of termination or reduction of the Aggregate Commitments.

(b) On the date of any receipt by the Borrower or any of its Subsidiaries after the Closing Date but on or prior to the Funding Date of Net Cash Proceeds in respect of any Debt Offering or Equity Offering, the Commitments shall be automatically reduced by an amount equal to the amount of such Net Cash Proceeds.

(c) On the effective date of any Pre-Funding Date Syndicated Term Loan Commitments, the Commitments shall be automatically reduced by an amount equal to the aggregate principal amount of such Pre-Funding Date Syndicated Term Loan Commitments.

(d) Any termination or reduction of the Aggregate Commitments shall be permanent. Any reduction of the Aggregate Commitments shall be applied to the Commitment of each Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

Section 2.08. Repayment of Loans. The Borrower shall repay to the Lenders, on the Maturity Date, the aggregate principal amount of the Loans outstanding on such date.

Section 2.09. Interest.

(a) Subject to Section 2.09(b), (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the respective Applicable Rate and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the

Funding Date or conversion date, as applicable, at a rate per annum equal to the Base Rate plus the respective Applicable Rate.

(b) (i) If any principal of or interest on any Loan or any fee or other amount payable by the Loan Parties hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.10. Fees

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, a commitment fee equal to the respective Commitment Fee Rate times the actual daily amount of the Aggregate Commitments, subject to adjustment as provided in Section 2.18. The commitment fee shall accrue at all times from and including the Closing Date to but excluding the earlier of the Funding Date and the date on which the Aggregate Commitments expire or are terminated, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears (i) on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and (ii) on the earlier of the Funding Date and the date on which the Aggregate Commitments expire or are terminated. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the respective Commitment Fee Rate during any quarter, the actual daily amount shall be computed and multiplied by such Commitment Fee Rate separately for each period during such quarter that such Commitment Fee Rate was in effect.

(b) Commitment Extension Fee. In the event that the Funding Date has not occurred on or prior to [redacted] and the Commitments have not otherwise expired or terminated, the Borrower shall pay to the Administrative Agent for the account of each Lender a fee equal to [redacted] of the aggregate principal amount of such Lender's Commitment outstanding on such date, due and payable on [redacted]

(c) Duration Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender in proportion to that Lender's Applicable Percentage (i) on the [redacted] day after the Funding Date, a fee equal to [redacted] of the Outstanding Amount of the Loan of such Lender on such date, due and payable on such [redacted] day, (ii) on the [redacted] day after the Funding Date, a fee equal to [redacted] of the Outstanding Amount of the Loan of such Lender on such date, due and payable on such [redacted] and (iii) on the [redacted] day after the Funding Date, a fee equal

to [redacted] of the Outstanding Amount of the Loan of such Lender on such date, due and payable on such [redacted] ay.

(d) Other Fees. The Borrower shall pay to the Arrangers and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in each respective Fee Letter and as agreed from time to time by the Borrower and the Administrative Agent. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever, except as otherwise agreed. The Administrative Agent shall remit the initial commitment fee, subsequent commitment fee and funding fee described to the Lenders pursuant to the invitation letter dated July 13, 2012, in each case to the extent the same is received from the Borrower; *provided* that such remittance shall not increase the amount of any fee payable by the Borrower.

Section 2.11. Computation of Interest and Fees. All computations of interest for Base Rate Loans shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, *provided* that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.13(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.12. Evidence of Debt. The Loan made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

Section 2.13. Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than

2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day (or on the day actually received, in the Administrative Agent's sole discretion) and any applicable interest or fee shall continue to accrue. Except as otherwise expressly provided herein, if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the Funding Date, in the case of any Eurodollar Rate Loans to be made on the Funding Date (or, in the case of the Borrowing of Base Rate Loans, prior to 1:00 p.m. on the Funding Date) that such Lender will not make available to the Administrative Agent such Lender's share of the Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of the Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in the Borrowing as of the date of such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds

Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.13(b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make the Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make its Loan or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 10.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

Section 2.14. Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on the Loan made by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of the Loan and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, *provided* that:

(i) If any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.14 shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in its Loan to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section 2.14 shall apply).

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 2.15. Reserved.

Section 2.16. Extension of Maturity Date.

(a) The Borrower may, by notice to the Administrative Agent (who shall promptly notify the Lenders) not earlier than [redacted] and not later than [redacted] prior to the Original Maturity Date, request that the maturity of up to [redacted] of the Loans outstanding on the Original Maturity Date (the "Extended Loans") be extended to a date specified by the Borrower in such notice (the "Extended Maturity Date") that is not later than the date six months following the Original Maturity Date and, if the Borrower so requests, then as of the Original Maturity Date, the maturity of such Extended Loans (allocated ratably among the Lenders) shall be extended until the Extended Maturity Date; *provided* that the conditions precedent to such extension set forth in Section 2.16(b) are satisfied as of the Original Maturity Date.

(b) Notwithstanding the foregoing, the extension of the Original Maturity Date pursuant to this Section shall not be effective with respect to any Lender unless:

(i) no Default exists on the date of such extension and after giving effect thereto;

(ii) the representations and warranties contained in Article V and the other Loan Documents are true and correct in all material respects on and as of the Original Maturity Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.16, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01; and

(iii) the Borrower shall have paid to the Administrative Agent, for the account of each Lender in proportion to that Lender's Applicable Percentage, no later than the Original Maturity Date, a fee equal to [redacted] of the Outstanding Amount of the Extended Loans.

Section 2.17. Reserved.

Section 2.18. Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01.

(b) Certain Fees. Such Defaulting Lender shall not be entitled to receive any fees pursuant to Section 2.10(a) or (b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

ARTICLE III

Taxes, Yield Protection and Illegality

Section 3.01. Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Taxes, *provided* that if the Borrower shall be required by applicable law to deduct any Taxes (including any Indemnified Taxes or Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions of Indemnified Taxes or Other Taxes (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions of Indemnified Taxes or Other Taxes been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrower. Without limiting Section 3.01(a), the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by the Borrower. Without duplication of Section 3.01(a) or Section 3.01(b) above, the Loan Parties shall jointly and severally indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability, along with calculations of such amounts, delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already

indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), on or prior to the Closing Date, or in the case of a Lender that is an assignee or transferee of an interest under this Agreement pursuant to Section 10.06(b) (unless the respective Lender was already a Lender hereunder immediately prior to such assignment or transfer), on the date of such assignment or transfer to such Lender, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the generality of the foregoing, in the event that the Borrower is resident for tax purposes in the United States, any Foreign Lender shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the Closing Date, or in the case of a Foreign Lender that is an assignee or transferee of an interest under this Agreement pursuant to Section 10.06(b) (unless the respective Foreign Lender was already a Foreign Lender hereunder immediately prior to such assignment or transfer), on the date of such assignment or transfer to such Foreign Lender (and from time to time thereafter upon the request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(i) duly and validly completed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly and validly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate (a "Non-Bank Certificate") to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W8BEN,

(iv) to the extent a Foreign Lender is not the beneficial owner, duly and validly completed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Form W-8BEN, Form W-9, a Non-Bank Certificate, and/or any other applicable certification documents from each beneficial owner, as applicable, or

(v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly and validly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower to determine the withholding or deduction required to be made.

Furthermore, if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. . In addition, each Foreign Lender agrees that from time to time after the Closing Date, *provided* there has not been a Change in Law that makes it unable to do so, when a lapse in time or change in circumstances renders the previous certification obsolete or inaccurate in any material respect, it will deliver to the Borrower and Administrative Agent new duly completed original signed copies of Internal Revenue Service Form W-8ECI, Form W-8BEN (with respect to the benefits of any income tax treaty), Form W-8BEN (with respect to the portfolio interest exemption) and a certificate as described above, or Form W-8IMY (accompanied by all applicable documentation and certifications) as the case may be, or such other forms as may be required in order to confirm or establish the entitlement of such Foreign Lender to a continued

exemption from or reduction in United States withholding tax with respect to payments under this Agreement and any Note. For purposes of the requirements to provide Borrower with applicable documentation under this Section 3.01(f) and Section 3.01(h) below, the Administrative Agent shall, for the avoidance of doubt, be treated as a Lender or Foreign Lender, as applicable.

(g) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 3.01, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), *provided* that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section 3.01(g) shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it reasonably deems confidential) to the Borrower or any other Person.

(h) Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) for United States federal income tax purposes agrees to provide the Borrower and the Administrative Agent with two accurate and complete signed original copies of Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) certifying that such Lender is exempt from United States federal backup withholding tax, or any successor form, on or prior to the date hereof (or on the date such Lender becomes a Lender hereunder as provided in Section 10.06(b)) and when a lapse in time or change in circumstances renders the previous certification obsolete or inaccurate.

(i) If the Borrower is required to pay any Lender any additional amounts pursuant to this Section 3.01, such Lender shall, upon the reasonable request of the Borrower, use reasonable efforts to select an alternative Lending Office which would not result in the imposition of such Indemnified Taxes or Other Taxes; *provided, however*, that no Lender shall be obligated to select an alternative Lending Office if such Lender determines that (i) as a result of such selection such Lender would be in violation of an applicable law, regulation, or treaty, or would incur unreasonable additional costs or expenses or (ii) such selection would be inadvisable for regulatory reasons or inconsistent with the interests of such Lender.

Section 3.02. Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Eurodollar Rate Loans, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to

the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender, shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), convert all Eurodollar Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurodollar Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurodollar Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Section 3.03. Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan, or (c) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for the Borrowing of, conversion to or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for the Borrowing of Base Rate Loans in the amount specified therein.

Section 3.04. Increased Costs; Reserves on Eurodollar Rate Loans.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits

with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by Section 3.04(e));

(ii) subject any Lender to any Taxes (except for (A) Indemnified Taxes (B) Other Taxes and (C) Excluded Taxes) on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, continuing, converting into or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered. Notwithstanding the foregoing, no Lender shall be entitled to request compensation for any increased cost relating to items described in paragraph (a)(ii) of this Section 3.04 if it shall not be the general policy and practice of such Lender to seek compensation in similar circumstances under similar provisions in comparable credit facilities.

(b) Capital or Liquidity Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered. It is understood and agreed that, with respect to capital adequacy and capital or liquidity requirements, the Borrower shall be treated no worse than similarly situated borrowers.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 3.04(a) or (b) and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.04_shall not constitute a waiver of such Lender's right to demand such compensation, *provided* that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or

reductions and of such Lender's intention to claim compensation therefore (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Reserves on Eurodollar Rate Loans. The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, *provided* the Borrower shall have received at least 10 days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice 10 days prior to the relevant Interest Payment Date, such additional interest shall be due and payable 10 days from receipt of such notice.

Section 3.05. Compensation for Losses. Upon written demand (which demand shall set forth in reasonable detail the basis thereof) of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) except as a result of a default by such Lender, any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) except as a result of a default by such Lender, any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) except as a result of a default by such Lender, any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.13;

excluding any loss of anticipated profits but including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

Section 3.06. Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrower may replace such Lender in accordance with Section 10.13.

Section 3.07. Survival. Subject to Section 3.04(d), all of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder and resignation of the Administrative Agent.

ARTICLE IV

Conditions Precedent to Effectiveness

Section 4.01. Conditions to Effectiveness. This Agreement shall become effective upon the satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by an Authorized Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Authorized Officers of the Borrower as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each

Authorized Officer thereof authorized to act as an Authorized Officer in connection with this Agreement and the other Loan Documents to which it is a party;

(iv) the Organization Documents of the Borrower and such other documents and certifications as the Administrative Agent may reasonably require to evidence that the Borrower is duly organized or formed, validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

(v) favorable opinions of counsel to the Borrower, addressed to the Administrative Agent and each Lender, dated as of the Closing Date, and in form and substance satisfactory to the Administrative Agent;

(vi) a certificate signed by an Authorized Officer of the Borrower, dated the date of this Agreement, certifying (A) that on such date (after giving effect to the applicability of Article VI and Article VII) no Default or Event of Default has occurred and is continuing, (B) that each of the representations and warranties set forth in Article V is true and correct in all material respects as of such date, and (C) that all information (taken as a whole) that has been made available to the Administrative Agent, the Arrangers or the Lenders by or on behalf of the Borrower or any of its representatives in connection with the negotiation of this Agreement and the commitments therefor is complete and correct in all material respects on such date, except to the extent that such information specifically refers to an earlier date, in which case it shall be complete and correct in all material respects as of such earlier date, and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading; and

(vii) the Lenders shall have received, at least five Business Days in advance of the Closing Date, all documentation and other information with respect to the Borrower requested at least ten Business Days in advance of the Closing Date that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

(b) The payment by the Borrower of all accrued and unpaid fees, costs and expenses to the extent due and payable on or prior to the execution of this Agreement, including, to the extent invoiced, (i) reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder and (ii) payment of all fees, charges and disbursements of counsel to the Administrative Agent (to the extent invoiced prior to the Closing Date).

(c) Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative

Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.02. Conditions to Borrowing. The obligation of each Lender to make the Loans to be made by it on the Funding Date (which date shall in no event be later than [redacted] as such date may be extended on up to one occasion for up to an additional three months in accordance with Section 7.1(b) of the Merger Agreement as in effect on the date hereof (the "Outside Date")) is subject to the following conditions precedent:

(a) the Closing Date shall have occurred;

(b) since December 31, 2011, there shall not have been any change, circumstance or event that has had, or would reasonably be expected to have, individually or in the aggregate, a Merger Agreement Material Adverse Effect with respect to the Borrower;

(c) if the Company Notes are to remain outstanding on the Funding Date, the Borrower shall, on or before the Funding Date, have caused each Guarantor to deliver to the Administrative Agent an executed Guaranty and each of the documents referred to in Section 4.01(a)(i)-(iv) with respect to such Guarantor;

(d) the Administrative Agent shall have received favorable opinions of counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, dated as of the Funding Date in form and substance (but covering each Guarantor and the Transactions (excluding any Debt Offerings or Equity Offerings) to occur on the Funding Date) consistent with the opinions delivered pursuant to Section 4.01(a)(v);

(e) the Borrower shall have paid to the Administrative Agent, for distribution (as appropriate) to the Arrangers and the Lenders, all fees, expenses and other amounts payable by the Borrower on or prior to the Funding Date to the extent such amounts are invoiced at least one Business Day prior to the Funding Date;

(f) the Administrative Agent shall have received before the Funding Date, in accordance with the provisions of Section 2.02, an executed Loan Notice, signed by an Authorized Officer on behalf of the Borrower;

(g) the Merger and the other Transactions (excluding the Debt Offerings and the Equity Offerings) shall be consummated on the Funding Date simultaneously with the funding of the Loans in accordance with the terms of the Merger Agreement, which shall not have been amended or modified in any respect that is material and adverse to the Lenders without the prior written consent of the Lead Arranger (and the Lead Arranger hereby agrees to respond promptly to any request for such consent);

(h) the Borrower shall have delivered to the Administrative Agent financial statements of the Borrower and the Company consisting of (a) if the Funding Date shall occur on or after March 16, 2013, U.S. GAAP audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Borrower and the Company as of the end of and for the 2012 fiscal year and (b) otherwise, U.S. GAAP audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of

the Borrower and the Company as of the end of and for each quarterly period ended after the Closing Date and at least 45 days prior to the Funding Date;

(i) the Borrower shall have delivered to the Lead Arranger financial statements consisting of a pro forma consolidated balance sheet and related pro forma consolidated statements of income of the Borrower as of and for the last fiscal year to have been completed at least 60 days prior to the Funding Date and for the twelve-month period ending on the last day of the most recently completed four-Fiscal Quarter period for which financial statements have been delivered pursuant to Section 4.02(h), prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such fiscal year (in the case of such other financial statements);

(j) One or more investment banks reasonably satisfactory to the Lead Arranger (collectively, the "***Investment Bank***") shall have been engaged to publicly sell or privately place the Debt Offering Notes, and the Lead Arranger and the Investment Bank each shall have received a complete printed preliminary prospectus or preliminary offering memorandum or preliminary private placement memorandum (collectively, an "***Offering Document***") suitable for use in a customary "road show" relating to the Debt Offering Notes, which contains all financial statements and other data to be included therein (including all audited financial statements, all unaudited financial statements (which shall have been reviewed by the independent accountants for the Borrower and, if applicable, the Company, as provided in the procedures specified by the Public Company Accounting Oversight Board in AU 722) and all appropriate pro forma financial statements, in each case, required by, prepared in accordance with, or reconciled to, generally accepted accounting principles in the United States and prepared in accordance with Regulation S-X under the Securities Act of 1933, as amended, except to the extent otherwise agreed to by the Borrower and the Lead Arranger), and such other data (including selected financial data) that the Securities and Exchange Commission would require in a registered offering of the Debt Offering Notes or that would be necessary for the Investment Bank to receive customary "comfort" (including "negative assurance" comfort) from independent accountants in connection with the offering of the Debt Offering Notes and (i) if any portion of the Debt Offering Notes has been issued, in connection with such issuance, the Investment Bank shall have received a customary comfort letter (which shall provide "negative assurance" comfort) from the independent accountants for the Borrower and, if applicable, the Company (and any predecessor accountant or acquired company accountant to the extent financial statements of the Borrower and the Company or any acquired company audited or reviewed by such accountants are or would be included in any Offering Document) and (ii) if no portion of the Debt Offering Notes has been issued prior to the Funding Date, the independent accountants for the Borrower and the Company (and any predecessor accountant or acquired company accountant to the extent financial statements of the Borrower and, if applicable, the Company or any acquired company audited or reviewed by such accountants are or would be included in any Offering Document) shall have delivered a draft of a customary comfort letter (which shall provide "negative assurance" comfort) that they would have delivered if the Debt Offering Notes were issued on the Funding Date;

(k) the Administrative Agent shall have received a certificate in substantially the form of Exhibit E annexed hereto, and in substance reasonably satisfactory to the Administrative Agent, from the chief financial officer of the Borrower certifying that the

Borrower and its Subsidiaries, on a consolidated basis after giving effect to the Transactions and the other transactions contemplated hereby, are solvent;

(l) the Lenders shall have received, at least five Business Days in advance of the Funding Date, all documentation and other information with respect to each Guarantor, if any, requested at least ten Business Days in advance of the Funding Date that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act;

(m) the representations and warranties of the Borrower and each other Loan Party contained in Section 5.01, 5.02, 5.11, 5.12, 5.16, 5.17, 5.18 and 5.19 shall be true, correct and complete in all material respects on and as of the Funding Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true, correct and complete in all material respects on and as of such earlier date;

(n) Such of the representations and warranties made by or on behalf of the Company and its Subsidiaries in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower (or any of its Affiliates) has the right to terminate its obligations under the Merger Agreement or the right to elect not to consummate the Merger as a result of a breach of such representations in the Merger Agreement, shall be true and correct in all material respects; and

(o) no event shall have occurred and be continuing or would result from the consummation of the Borrowing contemplated by the Loan Notice that would constitute an Event of Default pursuant to Section 8.01(e) (solely in respect of the Existing Credit Agreement), (f) or (g).

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

Section 5.01. Corporate Existence and Standing. Each Loan Party and each Material Subsidiary (i) is a corporation, limited liability company or other entity duly organized and validly existing under the laws of the jurisdiction of its incorporation; (ii) has all requisite corporate power, and has all governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted, except where the failure to have such licenses, authorizations, consents and approvals could not reasonably be expected to have a Material Adverse Effect; and (iii) is duly qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where the failure so to qualify could not reasonably be expected to have a Material Adverse Effect.

Section 5.02. Authorization and Validity. Each Loan Party has all requisite corporate power and authority and legal right to execute and deliver each Loan Document to

which it is party and to perform its obligations thereunder. The execution and delivery by each Loan Party of each Loan Document to which it is party and the performance of its obligations hereunder have been duly authorized by proper corporate proceedings and each Loan Document to which it is party constitutes the legal, valid and binding obligations of the respective Loan Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally which may be in effect and to general principles of equity.

Section 5.03. Compliance with Laws and Contracts. Each Loan Party is not, and no Subsidiary is, in default under or in violation of any Laws (including the HMO Regulations and Insurance Regulations) or any order, writ, judgment, injunction, decree or award binding upon or applicable to such Loan Party or such Subsidiary, in each case the consequence of which default or violation could reasonably be expected to have a Material Adverse Effect. None of the execution and delivery by either Loan Party of each Loan Document to which it is party, the application of the proceeds of the Loans, or compliance with the provisions of each Loan Document to which it is party will, or at the relevant time did, (i) violate any Law (including HMO Regulations and Insurance Regulations and Regulations U and X of the FRB), order (including HMO Regulations and Insurance Regulations), writ, judgment, injunction, decree or award binding on either Loan Party or any Subsidiary or either Loan Party's or any Subsidiary's Organization Documents or (ii) violate the provisions of or require the approval or consent of any party to any indenture, instrument or agreement to which either Loan Party or any Subsidiary is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien (other than Permitted Liens) in, of or on the property of a Loan Party or any Subsidiary pursuant to the terms of any such indenture, instrument or agreement other than such violations and failures to obtain that could not reasonably be expected to result in a Material Adverse Effect.

Section 5.04. Governmental Consents. No order, consent, approval, qualification, license or authorization of, or filing, recording or registration with, or exemption by, or other action in respect of, any Governmental Authority, including, without limitation, HMO Regulators and Insurance Regulators, or self-regulatory organization is or at the relevant time was necessary or required to authorize, or is or at the relevant time was required in connection with, the execution, delivery, consummation or performance or the legality, validity, binding effect or enforceability of any of the Loan Documents (other than those which the failure to obtain could not reasonably be expected to result in a Material Adverse Effect).

Section 5.05. Financial Statements. The Borrower has furnished to the Lenders (a) the Audited Financial Statements and (b) the unaudited consolidated financial statements of the Borrower and its Subsidiaries for the Fiscal Quarter ended June 30, 2012 (collectively the "Financial Statements"). Each of the Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein and (ii) fairly present the financial condition of the Borrower and its respective Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein and, in the case of such unaudited statements, except for absence of footnotes and normal year-end audit adjustments.

Section 5.06. Material Adverse Change. No material adverse change in the business, property, financial condition or operations of the Borrower and its Subsidiaries taken as a whole, has occurred since the date of the Audited Financial Statements.

Section 5.07. Properties. (a) Each Loan Party and each Subsidiary has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for such defects in title that could not reasonably be expected to have a Material Adverse Effect.

(b) Each Loan Party and each Subsidiary owns, or is licensed to use, all trademarks, service marks, trade names and other intellectual property in connection with the names "Anthem", "WellPoint", "Blue Cross", "Blue Shield" and "BCBS", and the use thereof by the Loan Party or Subsidiary, as applicable, does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.08. Litigation and Environmental Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting either Loan Party or any Subsidiary (i) could reasonably be expected, individually or in the aggregate (excluding from such aggregate any Disclosed Matters), to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve this Agreement.

(b) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate (excluding from such aggregate any Disclosed Matters), could not reasonably be expected to result in a Material Adverse Effect, neither Loan Party and no Subsidiary (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (B) has become subject to any Environmental Liability or (C) has received notice of any claim with respect to any Environmental Liability.

Section 5.09. Taxes. Each Loan Party and each Subsidiary has filed or caused to be filed on a timely basis (taking into account any extensions granted by the applicable taxing authority) all United States federal and applicable material foreign, state and local Tax returns and all other material Tax returns which are required to be filed and have paid or caused to be paid all Taxes due pursuant to said Tax returns or pursuant to any assessment received by such Loan Party or Subsidiary, except (a) such Taxes, if any, as are being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with GAAP and (b) to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 5.10. ERISA Compliance. Except as disclosed on Schedule 5.10 or as would not result in a Material Adverse Effect (i) neither Loan Party nor any other member of the Controlled Group is obligated to contribute to any Multiemployer Plan or has incurred, or is reasonably expected to incur, any withdrawal liability to any Multiemployer Plan, (ii) each Plan complies in all material respects with all applicable requirements of Laws, (iii) neither Loan Party nor any member of the Controlled Group has, with respect to any Plan, failed to make any contribution or pay any amount required under Section 412 of the Code or Section 302 of ERISA

or the terms of such Plan that could result in a material liability to the respective Loan Party, (iv) no Plan has any material Unfunded Liability, (v) there are no pending or, to the knowledge of either Loan Party, threatened claims, actions, investigations or lawsuits against any Plan, any fiduciary thereof, or either Loan Party or any member of the Controlled Group with respect to a Plan, (vi) neither Loan Party nor any member of the Controlled Group has engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) in connection with any Plan which would subject such Person to any liability, (vii) within the last five years neither Loan Party nor any member of the Controlled Group has engaged in a transaction which resulted in a Plan with an Unfunded Liability being transferred out of the Controlled Group and (viii) no Termination Event has occurred or is reasonably expected to occur with respect to any Plan that could result in a material liability to the Loan Parties.

Section 5.11. Federal Reserve Regulations. Neither Loan Party nor any Subsidiary is engaged, directly or indirectly, principally, or as one of its important activities, in the business of extending, or arranging for the extension of, credit for the purpose of purchasing or carrying Margin Stock. No part of the proceeds of any Loan will be used in a manner which would violate, or result in a violation of, Regulation U or Regulation X of the FRB. Neither the making of any Loan hereunder nor the use of the proceeds thereof will violate or be inconsistent with the provisions of Regulation U or Regulation X. Following the application of the proceeds of the Loans, less than 25% of the value (as determined by any reasonable method) of the assets of the Borrower and its Subsidiaries which are subject to any limitation on sale, pledge, or other restriction hereunder, taken as a whole, will be represented by Margin Stock.

Section 5.12. Investment Company. Neither Loan Party nor any Subsidiary is, or after giving effect to any Borrowing will be, an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.13. Material Agreements. Other than as disclosed on Schedule 5.13, except to the extent imposed by applicable state Governmental Authorities or except to the extent could not reasonably be expected to have a Material Adverse Effect, neither Loan Party nor any Subsidiary is a party to any agreement or instrument or subject to any charter or other internal corporate restriction which restricts or imposes conditions upon the ability of any Subsidiary to (A) pay dividends or make other distributions on its capital stock, (B) make loans or advances to the Loan Parties, (C) repay loans or advances from the Loan Parties or (D) grant Liens to the Administrative Agent to secure the Obligations.

Section 5.14. Disclosure. None of the information, exhibits or reports furnished or to be furnished by the Loan Parties or any Subsidiary to the Administrative Agent or to any Lender in connection with the negotiation of this Agreement and the commitments thereof (taken as a whole) contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained herein or therein (taken as a whole) not misleading in light of the circumstances in which the same were made (it being recognized by the Administrative Agent and the Lenders that any projections as to future events are not to be viewed as facts or factual information and that actual results during the period or periods covered thereby may differ from the projected results and such differences may be material).

Section 5.15. Purpose of Loans. The proceeds of the Loans shall be used only in the manner specified in the recitals hereto.

Section 5.16. Solvency. On (i) the Closing Date, (ii) the Funding Date (if applicable) (immediately prior to and after giving effect to the Transactions to occur on the Funding Date, including the making of each Loan to be made on the Funding Date and the application of the proceeds thereof) and (iii) the Original Maturity Date (if the maturity of any of the Loans are being extended on such date in accordance with Section 2.16), (a) the fair value of the assets of the Borrower and its Subsidiaries, taken as a whole, will exceed their debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the property of the Borrower and its Subsidiaries, taken as a whole, will be greater than the amount that will be required to pay the probable liabilities on their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) the Borrower and its Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) the Borrower and its Subsidiaries, taken as a whole, will not have an unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and proposed to be conducted following the relevant date. In computing the amount of the contingent liabilities of the Borrower and its Subsidiaries as any relevant date of determination, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing as of such date, represents the amount that can reasonably be expected to become an actual or matured liability.

Section 5.17. OFAC. Neither the Borrower nor any of its Subsidiaries (a) is a Person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such Person, in each case in any manner violative of Section 2, or (c) is a Person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

Section 5.18. Foreign Corrupt Practices. Neither the Borrower nor any of its Subsidiaries, or (to the knowledge of the Borrower) any director, officer, agent or employee of the Borrower or any of its Subsidiaries, has taken any action, directly or indirectly, that would result in a material violation by such Persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in each case in contravention of the FCPA, and each of the Borrower and its Subsidiaries have conducted their business in material compliance with the FCPA and have instituted and maintain policies and procedures reasonably designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

Section 5.19. PATRIOT Act. The Borrower and each of its Subsidiaries is in compliance in all material respects with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the PATRIOT Act.

ARTICLE VI

Affirmative Covenants

From and after the Closing Date, so long as any Lender shall have any Commitment hereunder or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01 and 6.02) cause each Subsidiary to:

Section 6.01. Financial Reporting. Maintain, for itself and each Subsidiary, a system of accounting established and administered in accordance with GAAP, consistently applied, and furnish to the Administrative Agent (for distribution to each Lender):

(a) As soon as practicable and in any event within 90 days after the close of each Fiscal Year, the consolidated statements of income, retained earnings and cash flow of the Borrower and its Subsidiaries for such Fiscal Year, and the related consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year, accompanied by an opinion of Ernst & Young or such other certified public accountants of recognized standing which are reasonably satisfactory to the Administrative Agent, which opinion shall not be limited as to scope or contain a "going concern" or like qualification or exception and shall state that such financial statements fairly present the consolidated financial condition and results of operations, as the case may be, of the Borrower and its Subsidiaries in accordance with GAAP as at the end of, and for, such Fiscal Year.

(b) As soon as practicable and in any event within 45 days after the close of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the fiscal quarter ending June 30, 2012), the consolidated unaudited balance sheets of the Borrower and its Subsidiaries as at the close of each such period and related consolidated statements of income, retained earnings and cash flow for the period from the beginning of such Fiscal Year to the end of such Fiscal Quarter, in each case setting forth in comparative form results of the corresponding period in the preceding Fiscal Year, all certified by a Financial Officer of the Borrower as fairly presenting the consolidated financial condition and results of operations of the Borrower and its Subsidiaries for such period in accordance with GAAP (subject to normal year-end adjustments and the absence of footnotes).

(c) Together with the financial statements required by Sections 6.01(a) and (b), a compliance certificate signed by a Financial Officer of the Borrower showing the calculations necessary to determine compliance with Section 7.08 of this Agreement and stating that no Default has occurred, or if a Default has occurred, stating the nature and status thereof and the details of any action taken or proposed to be taken with respect thereto.

(d) As soon as possible and in any event within 10 days after an executive officer of the Borrower knows that any Termination Event that, when taken together with all other Termination Events that have occurred, could result in a Material Adverse Effect, a statement, signed by a Financial Officer of the Borrower, describing such Termination Event and the action which the Borrower proposes to take with respect thereto.

(e) Promptly upon the filing thereof, copies of all filings and annual, quarterly, monthly or other regular reports which the Borrower or any Subsidiary files with (i) the Securities and Exchange Commission or (ii) to the extent that it contains information indicating that an event or circumstance constituting or resulting in a Material Adverse Effect has occurred, the NAIC or any insurance commission or department or analogous Governmental Authority (including, without limitation, any filing made by the Borrower or any Subsidiary pursuant to any insurance holding company act or related rules or regulations).

(f) Such other information regarding the operations, business affairs and financial condition of a Loan Party or Subsidiary or compliance with this Agreement as the Administrative Agent or any Lender may from time to time reasonably request.

Information required to be delivered pursuant to Sections 6.01(a) and (b) and Section 6.01(e)(i) and shall be deemed to have been delivered on the date on which the Borrower provides written notice to the Lenders that such information has been posted on the Borrower's website on the Internet at http://www.wellpoint.com (or any successor page) or at http://www.sec.gov; *provided* that such notice may be included in the certificates delivered pursuant to Section 6.01(d); *provided further* that the Borrower shall deliver paper copies of the information referred to in Section 6.01(d) and that, if any Lender requests delivery thereof, the Borrower shall deliver to such Lender paper copies of the information referred to in Sections 6.01(a) and (b) and Section 6.01(e)(i) within five Business Days after delivery is otherwise required hereunder.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders materials or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers and the Lenders to treat such Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States federal and state securities laws; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

Section 6.02. Notices. Notify the Administrative Agent and each Lender promptly, but in any event not later than five Business Days after an executive officer of the Borrower obtains knowledge thereof, of the following:

(a) The occurrence of any Default if such Default is continuing.

(b) The receipt of any notice from any Governmental Authority (including, without limitation, HMO Regulators and Insurance Regulators) (i) of the expiration without renewal, revocation or suspension of, or the institution of any proceedings to revoke or suspend, any License now or hereafter held by the Borrower or any Insurance Subsidiary which is required to conduct insurance business in compliance with all applicable laws and regulations and the expiration, revocation or suspension of which could reasonably be expected to have a Material Adverse Effect or (ii) of the institution of any disciplinary proceedings against or in respect of the Borrower or any Insurance Subsidiary, or the issuance of any order, the taking of any action or any request for an extraordinary audit for cause by any Governmental Authority (including, without limitation, HMO Regulators and Insurance Regulators) which could reasonably be expected to have a Material Adverse Effect.

(c) Any judicial or administrative order limiting or controlling the business of the Borrower or any of its Subsidiaries (and not the industry in which the Borrower or such Subsidiary is engaged generally) which has been issued or adopted which could reasonably be expected to have a Material Adverse Effect.

(d) The commencement of any litigation known by the Borrower which could reasonably be expected to result in a Material Adverse Effect.

Section 6.03. Use of Proceeds. Use the proceeds of the Loans only for the purposes described in the recitals hereto. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of Regulation U or Regulation X of the FRB.

Section 6.04. Conduct of Business. (a) Do all things necessary to remain duly incorporated, validly existing and in good standing in its jurisdiction of incorporation and its jurisdiction of domicile and maintain all requisite authority to conduct its business in each other jurisdiction in which such qualification is required, except where the failure to maintain such qualification could not reasonably be expected to have a Material Adverse Effect, and (b) do all things necessary to renew, extend and continue in effect all Licenses which may at any time and from time to time be necessary for the Borrower or any Insurance Subsidiary to conduct business in compliance with all applicable Laws and/or required under the HMO Regulations or the Insurance Regulations in connection with the ownership or operation of HMOs or insurance companies, except where failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.05. Taxes. Timely file United States federal and applicable material foreign, state and local Tax returns required by applicable law and pay when due (taking into account any applicable extensions) all Taxes, except those which are being contested in good

faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with GAAP.

Section 6.06. Insurance. Maintain with financially sound and reputable insurance companies insurance in such amounts and covering such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations or maintain a system or systems of self-insurance or assumption of risk which accords with the practices of similar businesses.

Section 6.07. Compliance with Laws. Comply in all material respects with the requirements of all Laws (including, without limitation, the HMO Regulations and Insurance Regulations pertaining to fiscal soundness, solvency or financial condition) and all orders, writs, injunctions and decrees applicable to which it may be subject, the failure to comply with which could reasonably be expected to have a Material Adverse Effect.

Section 6.08. Maintenance of Properties. Do all things necessary to maintain, preserve, protect and keep its property in good repair, working order and condition (ordinary wear and tear and sales and other dispositions permitted under this Agreement excepted), and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times other than those things which the failure to do could not reasonably be expected to have a Material Adverse Effect.

Section 6.09. Inspection. Permit the Administrative Agent and each Lender, by its respective representatives and agents and subject to such confidentiality restrictions as the Borrower may reasonably impose, to inspect any of the property, corporate books and financial records of the Loan Parties or any Material Subsidiary, to examine and make extracts of the books of accounts and other financial records of the Loan Parties or any Material Subsidiary, and to discuss the affairs, finances and accounts of the Loan Parties and each Subsidiary with, and to be advised as to the same by, their respective officers at such reasonable times and intervals as the Administrative Agent or such Lender may designate upon reasonable notice. The Borrower will keep or cause to be kept appropriate records and books of account reflecting its and their business and financial transactions, such entries to be made in accordance with GAAP or SAP, as applicable, consistently applied.

Section 6.10. Payment of Material Obligations. Pay its obligations (other than under agreements and other instruments evidencing Debt, except where failure to pay such Debt would constitute an Event of Default under Section 8.01(e)), including Tax liabilities, that if not paid, could reasonably be expected to result in a Material Adverse Effect before the same shall become delinquent or in default, except where the validity or amount thereof is being contested in good faith by appropriate proceedings and the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

ARTICLE VII

Negative Covenants

From and after the Closing Date, so long as any Lender shall have any Commitment hereunder or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied:

Section 7.01. Liens. The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, create, assume, incur, or permit to exist or to be created, assumed, incurred or permitted to exist, directly or indirectly, any Lien on any of its property, whether now owned or hereafter acquired, except for Permitted Liens.

Section 7.02. Fundamental Changes. The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, liquidate or dissolve itself (or suffer any liquidation or dissolution) or otherwise wind up, merge or consolidate with any other corporation, or sell, lease or otherwise dispose of all or substantially all of its assets, except that, so long as no Default then exists or would result therefrom:

(a) Subsidiaries which are not Material Subsidiaries may be liquidated or dissolved and their affairs wound up;

(b) a Loan Party or Subsidiary may merge, consolidate or amalgamate with any other Person; *provided*, that the Borrower or Subsidiary, as the case may be, is the surviving, continuing or resulting Person in such merger, consolidation or amalgamation and, in the case of a Subsidiary, continues to be a Subsidiary;

(c) any Subsidiary may merge into the Borrower or another Subsidiary;

(d) any Subsidiary may sell, lease or otherwise dispose of any of its assets (whether now owned or hereafter acquired and including shares of capital stock, receivables and leasehold interests) to the Borrower or to another Subsidiary;

(e) any Subsidiary (other than the Guarantor) may liquidate or dissolve or the Borrower or any Subsidiary may sell, transfer, lease or otherwise dispose of the assets or stock of any Subsidiary (other than the Guarantor) if, in each case, the Borrower determines in good faith that such liquidation, dissolution or disposition is in the best interests of the Borrower; and

(f) the Borrower and its Subsidiaries may sell immaterial businesses, including Subsidiaries (other than the Guarantor).

Section 7.03. Transactions with Affiliates. The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, sell or transfer any assets to, or purchase or acquire any assets of, or otherwise engage in any transaction with, any of its respective Affiliates, except in the ordinary course of business and upon fair and reasonable terms no less favorable than the Borrower or Subsidiary could obtain or could be entitled to in an arm's-length transaction with a Person which is not an Affiliate; *provided* that for purposes of this

Section 7.03, no Subsidiary of the Borrower shall constitute an Affiliate of the Borrower or any of its Subsidiaries.

Section 7.04. Subsidiary Debt. The Borrower shall not permit its Subsidiaries to create, contract, incur, assume or permit to exist any Debt, except:

(a) Debt outstanding on the Closing Date and listed on Schedule 7.04 (and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof),

(b) [Reserved.]

(c) Any Debt of a Subsidiary owed to a Loan Party or another Subsidiary,

(d) Debt of any Person that is acquired after the date hereof to the extent such Debt is existing at the time such Person becomes a Subsidiary (other than Debt incurred solely in contemplation of such Person becoming a Subsidiary),

(e) Contingent Obligations of any Subsidiary where the "other Person" referred to in the definition of "Contingent Obligations" is (i) a Subsidiary or (ii) the Borrower; *provided* that, in the case of any guarantees (or obligations having the economic effect of a guarantee) incurred by a Subsidiary pursuant to this clause (ii) of Debt of the Borrower, such Subsidiary either is, or concurrently with the incurrence of such Contingent Obligation shall become, a Guarantor of the Obligations;

(f) Hedging Agreements of any Subsidiary in the ordinary course of business;

(g) Repurchase agreements, reverse repurchase agreements or similar arrangements entered into by any Subsidiary in the ordinary course of business;

(h) Debt in favor of Federal Home Loan Banks in an aggregate amount not to excee[redacted] any time outstanding, except as otherwise provided in (i) below; and

(i) Other Debt in an aggregate amount not to exce[redacted]t any time outstanding, including debt in favor of Federal Home Loan Banks, in excess of the amount provided in (h) above.

Section 7.05. Change in Corporate Structure. The Borrower shall not, nor shall it permit any Material Subsidiary to, directly or indirectly, substantively alter the general character of its business from that conducted by such Person as of the Closing Date.

Section 7.06. Inconsistent Agreements. The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, enter into any material indenture, agreement, instrument or other material arrangement which, (a) directly or indirectly prohibits or restrains, or has the effect of prohibiting or restraining, or imposes materially adverse conditions upon the ability of any Material Subsidiary to (i) pay dividends or make other distributions on its capital stock, (ii) make loans or advances to a Loan Party or (iii) repay loans or advances from a Loan Party (other than as required by applicable state Governmental Authorities), or (b) contains any

provision which would be violated or breached by the making of Loans or by the performance by any Loan Party of any of the Obligations or the Transactions (other than Debt Offerings and Equity Offerings); *provided* that the foregoing shall not apply to (i) restrictions and conditions imposed by law, rule, regulation or regulatory administrative agreement or determination or by this Agreement, (ii) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted under this Agreement or (iii) any agreement or other instrument of a Person acquired by the Borrower or any Subsidiary at the time of such acquisition, which restriction is not applicable to any Person, or the assets of any Person, other than the Person so acquired or the assets of the Person so acquired and was not entered into in contemplation of such acquisition.

Section 7.07. ERISA Compliance. Neither Loan Party nor any member of the Controlled Group shall do the following except as would not, individually or in the aggregate, have a Material Adverse Effect:

(a) engage in any "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) with respect to a Plan for which a civil penalty pursuant to Section 502(i) of ERISA or a tax pursuant to Section 4975 of the Code could be imposed;

(b) permit any Plan to fail to satisfy the applicable minimum funding standards (as defined in Section 412 of the Code or Section 302 of ERISA), or permit any Unfunded Liability with respect to any Plan;

(c) permit the occurrence of any Termination Event with respect to any Plan;

(d) be an "employer" (as such term is defined in Section 3(5) of ERISA) required to contribute to a Multiemployer Plan or a "substantial employer" (as such term is defined in Section 4001(a)(2) of ERISA) required to contribute to any Plan; or

(e) permit the establishment or amendment of any Plan or fail to comply with the applicable provisions of ERISA and the Code with respect to any Plan which could result in liability to either Loan Party or any member of the Controlled Group.

Section 7.08. Financial Covenant. The Borrower shall maintain [redacted]

ARTICLE VIII

Events of Default and Remedies

Section 8.01. Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. (i) The Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise; or (ii) the Borrower shall fail to pay any interest

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

(b) Representations and Warranties. Any representation or warranty made or deemed made by or on behalf of the Borrower to the Lenders or the Administrative Agent under or in connection with this Agreement or the Transactions (other than Debt Offerings and Equity Offerings), or any certificate or information delivered in connection with this Agreement or the Transactions (other than Debt Offerings and Equity Offerings), shall be false in any material respect on the date as of which made or deemed made; or

(c) Specific Covenants. The breach by the Borrower or any Subsidiary of any of the terms or provisions of Section 6.02(a) or 6.03 or Section 7.01 (to the extent that a Lien was created, assumed, incurred or permitted to exist in violation thereof with the knowledge or approval of a Financial Officer) or Section 7.02 through 7.08, or by any member of the Controlled Group of Section 7.07; or

(d) Other Defaults. The breach by the Borrower (other than breaches specified in Section 8.01(a), (b) or (c)) of any of the terms or provisions of this Agreement which is not remedied within 30 days after the earlier of (i) the date by which notice of such breach would be required to be given by the Borrower under this Agreement and (ii) written notice from the Administrative Agent or any Lender to the Borrower; or

(e) Cross-Default. The failure by the Borrower or any Subsidiary to make any payment of principal or interest under any agreement or agreements under which any Debt aggregating in excess of the Threshold Amount was created or is governed when due and payable (beyond any applicable grace period), or the occurrence of any other event or existence of any other condition, the effect of any of which is to cause, or to permit the holder or holders of such Debt to cause, such Debt to become due prior to its stated maturity; or any such Debt of the Borrower or any Subsidiary shall be declared to be due and payable or required to be prepaid (other than by regularly scheduled payment) prior to the stated maturity thereof; *provided* that this Section 8.01(e) shall not apply to secured Debt that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Debt where such Debt is paid when due; or

(f) Insolvency Proceedings, Etc. The Borrower or any of its Material Subsidiaries shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make a general assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for all or substantially all of its property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, rehabilitation, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (v) take any corporate action to authorize or effect any of the foregoing actions set forth in this Section 8.01(f); or

(g) Proceedings. (i) Without the application, approval or consent of the Borrower or any of its Material Subsidiaries, a receiver, trustee, examiner, liquidator, conservator or similar official shall be appointed for the Borrower or any of its Material Subsidiaries or its property, or a proceeding described in Section 8.01(f)(iv) shall be instituted against the Borrower or any of its Material Subsidiaries and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days; or

(h) Judgments. There is entered against the Borrower or any of its Material Subsidiaries a final judgment or order for the payment of money in excess of the Threshold Amount (or multiple judgments or orders for the payment of an aggregate amount in excess of the Threshold Amount) which has not been paid, bonded or otherwise discharged within 60 days after such judgment becomes final and such judgment or order has not been stayed on appeal or is not otherwise being appropriately contested in good faith, *provided, however*, that any such judgment or order shall not give rise to an Event of Default under this Section 8.01(h) if and for so long as (x) the Borrower or such Material Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (y) (A) the amount of such judgment or order which remains unsatisfied is covered by a valid and binding policy of insurance between the defendant and the insurer covering full payment thereof and (B) such insurer has been notified, and has not disputed the claim made for payment, of the amount of such judgment or order; or

(i) Change of Control. There occurs any Change of Control.

Section 8.02. Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(b) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

Section 8.03. Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them; and

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and other Obligations, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth held by them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX

Administrative Agent

Section 9.01. Appointment and Authority.

Each of the Lenders hereby irrevocably appoints Credit Suisse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article IX are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

Section 9.02. Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.03. Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default is given to the Administrative Agent by the Borrower or a Lender.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for

relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.05. Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article IX shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 9.06. Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders appoint a successor Administrative Agent meeting the qualifications set forth above; *provided* that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Section 9.07. Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.08. No Other Duties, Etc. Anything herein to the contrary notwithstanding, other than the approval and/or consent rights explicitly provided to the Lead Arranger in Sections 4.02(g) and 4.02(j) hereof, none of Arrangers or the Co-Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

Section 9.09. Administrative Agent May File Proofs of Claim.

In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations arising under the Loan Documents that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.10 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same as provided herein;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.10 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.10. Guaranty Matters.

The Borrower shall promptly cause each Subsidiary that is required to become a Guarantor pursuant to the definition of such term to become a Guarantor by entering into the Guaranty or a supplement or joinder thereto. The Lenders irrevocably authorize the Administrative Agent to release the Guarantors from their obligations under the Guaranty if the Guaranty is terminated pursuant to the terms thereof.

ARTICLE X

Miscellaneous

Section 10.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however*, that no such amendment, waiver or consent shall:

(a) waive any condition set forth in Article IV without the written consent of each Lender;

(b) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender;

(c) postpone any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby;

(d) reduce the principal of, or the rate of interest specified herein on, any Loan, or (subject to clause (v) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document, or change the specific Debt Ratings in any Pricing Level in the definition of Applicable Rate that would result in a reduction of any interest rate on any Loan or any fee payable hereunder without the written consent of each Lender directly affected thereby; *provided, however*, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate;

(e) change Section 2.14 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(f) change any provision of this Section 10.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; or

(g) release a Guarantor from the Guaranty (other than pursuant to the terms hereof or thereof) without the written consent of each Lender;

and, *provided further*, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (ii) Section 10.06(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; and (iii) the Fee Letters may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of such Lender may not be increased or extended without the consent of such Defaulting Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

Section 10.02. Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 10.02(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in Section 10.02(b), shall be effective as provided in Section 10.02(b).

(b) Electronic Communications. Notices and other communications to the Administrative Agent and the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; *provided, however*, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify

the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including a telephonic Loan Notice) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 10.03. No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; *provided, however*, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.14), or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and *provided further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in

addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.14, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 10.04. Expenses; Indemnity; Damage Waiver. (a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), in connection with the syndication of the credit facility provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent or any Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section 10.04, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof) and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, penalties and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. This Section 10.04(b) shall not apply with respect to Taxes other than any Taxes

that represent losses, claims, damages, liabilities, penalties or related expenses arising from a non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 10.04(a) or (b) to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of the Administrative Agent, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this Section 10.04(c) are subject to the provisions of Section 2.13(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in Section 10.04(b) shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section 10.04 shall be payable not later than ten Business Days after demand therefore.

(f) Survival. The agreements in this Section 10.04 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

Section 10.05. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such

payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 10.06. Successors and Assigns. (a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with Section 10.06(b), (ii) by way of participation in accordance with Section 10.06(d), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f), or (iv) to an SPC in accordance with Section 10.06(h) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 10.06(d) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that

(i) Minimum Amounts. Except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $1,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); *provided* that simultaneous assignments by or to two or more Approved Funds or other members of an Assignee Group shall be combined for purposes of determining whether the minimum assignment requirement is met; and *provided* further that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed *provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof,) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment, (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; or (3) the assignment is being made in connection with the initial syndication of the Commitment or, if the Commitment is not then in effect, the principal outstanding balance of the Loan, in each case to Persons in respect of whom the Borrower provided its written consent prior to the Closing Date; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Commitment if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500 (which may be waived or reduced by the Administrative Agent in its sole discretion). The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and all applicable tax forms.

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.06(c), from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.06(b) shall be treated for purposes of this

Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest amounts) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. No assignment shall be effective unless it has been recorded in the Register as provided in this paragraph (c).

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent or any Lender, sell participations to any Person (other than a natural person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to Section 10.06(e), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, *provided* such Participant agrees to be subject to Section 2.14 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a nonfiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury

Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.01(f) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) [Reserved.]

(h) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.13(b)(ii). Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 3.04), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any

State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent, assign all or any portion of its right to receive payment with respect to any Committed Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Committed Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC.

(i) [Reserved.]

Section 10.07. Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives as well as any numbering, administration or settlement service providers (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it or its Affiliates (including any self-regulatory authority, such as the NAIC), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 10.07 or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower.

For purposes of this Section 10.07, "Information" means all information or materials received from, or provided by, or on behalf of, the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information or materials that are available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section 10.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as a reasonable Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning a Loan Party or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

Section 10.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and its Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective Affiliates under this Section 10.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.09. Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.10. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.11. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon

by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of the Borrowing, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 10.12. Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 10.13. Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, or if any Lender (a "Non-Consenting Lender") refuses to consent to an amendment, modification or waiver of this Agreement (*provided* that the written consent of such Lender is required to effect such amendment, modification or waiver, and the Required Lenders have given consent to such amendment, modification or waiver, in each case pursuant to Section 10.01 hereof), or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to execute an Assignment and Assumption (the Administrative Agent being hereby authorized to execute any Assignment and Assumption on behalf of such Lender relating to the assignment of Loans and/or Commitments of such Lender) assigning and delegating, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), *provided* that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal) or the Borrower (in the case of all other amounts). Any accrued interest and fees shall be paid pursuant to the provisions herein;

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) in the event such Lender is a Non-Consenting Lender, each assignee shall consent, at the time of such assignment, to each matter in respect of which such Lender was a Non-Consenting Lender; and

(e) such assignment does not conflict with applicable Laws.

provided further, that the failure by such Lender to execute and deliver an Assignment and Assumption shall not impair the validity of the removal of such Lender and the mandatory assignment of such Lender's Commitments and outstanding Loans pursuant to this Section 10.13 shall nevertheless be effective without the execution by such Lender of an Assignment and Assumption.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 10.14. Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE COUNTY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 10.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.15. USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act. The Borrower shall, and shall cause each of its Subsidiaries to, provide to the extent commercially reasonable, such information and take such actions as are reasonably requested by the Administrative Agent or any Lender in order to assist the Administrative Agent and the Lender in maintaining compliance with the Act.

Section 10.16. Entire Agreement. This Agreement and the other Loan Documents represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.

Section 10.17. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN

DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.18. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Loan Parties acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers and the Lenders are arm's-length commercial transactions between the Loan Parties and their respective Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Lenders, on the other hand, (B) each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each of the Loan Parties is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, each Arranger and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as a financial advisor, agent or fiduciary for the Loan Parties or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent, any Arranger nor any Lender has any obligation to the Loan Parties or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and neither the Administrative Agent, any Arranger nor any Lender has any obligation to disclose any of such interests to the Loan Parties and their respective Affiliates. To the fullest extent permitted by Law, each of the Loan Parties hereby waives and releases any claims that it may have against the Administrative Agent and the Arrangers with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.19. Electronic Execution of Assignments and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

WELLPOINT, INC.,
an Indiana corporation

By: [redacted]
Name: [redacted]
Title: [redacted]

[redacted] Administrative Agent

By: [redacted]
Name:
Title:

By: [redacted]
Name:
Title:

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]
Name:
Title:

By: [redacted]
Name:
Title:

Notice Address:
[redacted]

Attention:
Telephone:
Facsimile:

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender [redacted]

By: [redacted]
Name:
Title:

Notice Address:
[redacted]
Attention:
Telephone:
Facsimile:

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]
Name
Title:

for Lenders requiring a second signature line:

By: [redacted]
Title:

Notice Address: [redacted]

Attention:
Telephone
Facsimile

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]

for Lenders requiring a second signature line:

By: _____
Name:
Title:

Notice Address:
[redacted]

Attention:
Telephone
Facsimile:
[redacted]

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lende[redacted]

By: [redacted]

Name:
Title: [redacted]

for Lenders requiring a second signature line:

By: [redacted]

Notice Address:
[redacted]

Attention:
Telephone
Facsimile [redacted]

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender [redacted]

By: [redacted]

Name
Title

for Lenders requiring a second signature line:

By: _____

Name:
Title:

Notice Address:

_____
_____
_____

Attention: _____
Telephone: _____
Facsimile: _____

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By:
Name:
Title:

Notice Address: [redacted]

Attention:
Telephone:
Facsimile:

[[3357743]]

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lende[redacted]

By: [redacted]
Name[redacted]
Title: [redacted]

By: _____
Name:
Title:

Notice Address:
[redacted]
Attention:
Telephone[redacted]
Facsimile[redacted]

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]
Name
Title:

for Lenders requiring a second signature line:

By: [redacted]
Name:
Title:

Notice Address:
[redacted]
Attention
Telephon
Facsimile

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender [redacted]

By: [redacted]
Name:
Title:

for Lenders requiring a second signature line:

By: _____
Name:
Title:

Notice Address: [redacted]
Attention:
Telephone
Facsimile

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]
Name
Title:

for Lenders requiring a second signature line:

By: _____
Name:
Title:

Notice Address: [redacted]

Attention
Telephone
Facsimile

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lende[redacted]

By: [redacted]
Name[redacted]
Title:[redacted]

for Lenders requiring a second signature line:

By: _____
Name:
Title:

Notice Address:
[redacted]

Attention[redacted]
Telephon[redacted]
Facsimile[redacted]

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]
Name
Title:

Notice Address:

[redacted]
Attention:
Telephone:
Facsimile: [redacted]

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]
Name:
Title:

for Lenders requiring a second signature line:

By: _____
Name:
Title:

Notice Address:
_____
_____
_____
Attention: _____
Telephone: _____
Facsimile: _____

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

[redacted]

Lender

By [redacted]

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]
Name:
Title:

for Lenders requiring a second signature line:

By: _____
Name:
Title:

Notice Address:
[redacted]

Attention:
Telephone:
Facsimile:

Signature Page to the
WellPoint, Inc. Credit Agreement
Dated as of the date first written above

[redacted]

By [redacted]
Name
Title:

Signature Page to the
WellPoint, Inc. Credit Agreement
dated as of the date first written above

Lender: [redacted]

By: [redacted]

Title: [redacted]

for Lenders requiring a second signature line:

By: _____

Name:
Title:

Notice Address: [redacted]

Attention: [redacted]
Telephone: [redacted]
Facsimile: [redacted]

EXHIBIT A

FORM OF LOAN NOTICE

Date: _____, _____

To: Credit Suisse AG, Cayman Islands Branch, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of July 30, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"; the terms defined therein being used herein as therein defined), among WellPoint, Inc. (the "Borrower"), the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent. The undersigned hereby requests (select one):

☐ A Borrowing of Loans to be made on the Funding Date

☐ A conversion of Loans

☐ A continuation of Loans

1. On _____ (a Business Day).

2. In the amount of $_____.

3. Comprised of _____ *{Describe Type of Loan requested}*.

4. For Eurodollar Rate Loans: with an Interest Period of ____ months.[1]

[5. The proposed [conversion] [continuation] relates to the Borrowing of Loans originally made on the Funding Date (the "Outstanding Borrowing") in the principal amount of $_____ and currently maintained as a Borrowing of [Base Rate Loans] [Eurodollar Rate Loans with an Interest Period ending on ,_____]. The Outstanding Borrowing shall be [continued as a Borrowing of Eurodollar Rate Loans with an Interest Period of _____ months] [converted into a Borrowing of [Base Rate Loans] [Eurodollar Rate Loans with an Interest Period of _____ months]].][2]

---

[1] Interest Periods may be 1, 2 or 3 months.

[2] Include only if requesting a conversation or continuation.

[With respect to the Borrowing, the Borrower hereby represents and warrants that (i) such request complies with the requirements of Section 2.02 of the Credit Agreement and (ii) each of the conditions set forth in Section 4.02 of the Credit Agreement will be satisfied on and as of the date of such Borrowing.][3]

WELLPOINT, INC.

By:_____

Name:_____

Title:_____

[3] Include only if for the Borrowing requested to be made on the Funding Date.

EXHIBIT B

FORM OF NOTE

_____

FOR VALUE RECEIVED, the undersigned WellPoint, Inc. (the "Borrower"), hereby promises to pay to _____ or its registered and permitted assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under the Credit Agreement, dated as of July 30, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"; the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in Section 2.09(b) of the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part, in each case subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

WELLPOINT, INC.

By:_____

Name:_____

Title:_____

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between *[Insert name of Assignor]* (the "Assignor") and *[Insert name of Assignee]* (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____[and is an Affiliate/Approved Fund of [*identify Lender*][1]]

3. Borrower: WellPoint, Inc.

4. Administrative Agent: Credit Suisse AG, Cayman Islands Branch, as the administrative agent under the Credit Agreement

[1] Select as applicable.

5. Credit Agreement: Credit Agreement, dated as of July 30, 2012, among WellPoint, Inc., the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitments/Loans for all Lenders*	Amount of Commitment/Loans Assigned*	Percentage Assigned of Commitment/Loans[2]
Loans	$ _____	$ _____	_____ %

[7. Trade Date: _____][3]

Effective Date: _____, 20___ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: _____
Title:

* Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.
[2] Set forth, to at least 9 decimals, as a percentage of the Commitments or Loans of all Lenders thereunder.
[3] To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

[Consented to and][4] Accepted:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Administrative Agent

By: _____
Title:

[Consented to:][5]

WELLPOINT, INC.

By: _____
Title:

[4] To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.
[5] To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby, and (iv) it is not a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, the Company, any of their respective Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any Guarantor, any of their respective Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) it is not an Affiliate or a Subsidiary of the Borrower, (vi) it is not a Defaulting Lender, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the teams of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT D

FORM OF GUARANTY[1]

GUARANTY dated as of [•] made by AMERIGROUP CORPORATION, a Delaware corporation (the "***Guarantor***"),[2] in favor of the Lender Parties (as defined below).

PRELIMINARY STATEMENTS.

(1) WellPoint, Inc., an Indiana corporation (the "***Borrower***"), is party to a Credit Agreement dated as of July 30, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; the terms used and not defined herein and defined therein being used herein as therein defined) with each lender from time to time party thereto (collectively, the "***Lenders***" and individually, a "***Lender***" and, together with the Administrative Agent, the "***Lender Parties***" and individually, a "***Lender Party***"), and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent. The Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Agreement.

(2) It is a condition precedent to the making of Loans by the respective Lenders under the Credit Agreement that the Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the respective Lenders to make the Loans under the Credit Agreement, the Guarantor and by their acceptance of this Guaranty, the Lender Parties, hereby agree as follows:

Section 1. Guaranty, Limitation of Liability.

(a) The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of the Borrower now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "***Guaranteed Obligations***"), and agrees to pay any and all reasonable expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent or any Lender in enforcing any rights under this Guaranty or any other Loan Document. Without limiting the generality of the foregoing, the Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and

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[1] To be executed on the Funding Date if, on such date, Amerigroup's 7.5% Notes are to remain outstanding.

[2] Assumes none of Amerigroup's subsidiaries has guaranteed the 7.5% Notes. If there are any subsidiary guarantors, this Guaranty will be modified to include them as Guarantors hereunder.

would be owed to any Lender Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Borrower.

(b) The Guarantor, and by their acceptance of this Guaranty, the Administrative Agent and the Lenders, hereby confirm that it is the intention of all such Persons that this Guaranty and the obligations of the Guarantor hereunder (the "***Guarantor's Obligations***") not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the Guarantor's Obligations. To effectuate the foregoing intention, the Administrative Agent and the Lenders by their acceptance of this Guaranty hereby irrevocably agree that the Guarantor's Obligations at any time shall be limited to the maximum amount as will result in the Guarantor's Obligations not constituting a fraudulent transfer or conveyance. For purposes hereof, "***Bankruptcy Law***" means any proceeding of the type referred to in Section 8.01(f) (or any successor provision thereto) of the Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state law for the relief of debtors.

Section 2. Guaranty Absolute. Subject to Section 14 hereof, the Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender Party with respect thereto. The Guarantor's Obligations are independent of the Guaranteed Obligations or any Obligations of the Borrower under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guaranty, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. The liability of the Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any Obligations of the Borrower under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to the Borrower or otherwise;

(c) any taking, exchange, release or non-perfection of any collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the Guaranteed Obligations;

(d) any manner of application of any collateral, or proceeds thereof, to all or any of the Guaranteed Obligations or any other assets of the Borrower or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any of its Subsidiaries;

(f) any failure of any Lender Party to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to such Lender Party (the Guarantor waiving any duty on the part of the Lender Parties to disclose such information);

(g) the failure of any other Person to execute or deliver any other guaranty or agreement or the release or reduction of liability of any other guarantor or surety with respect to the Guaranteed Obligations; or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Lender Party that might otherwise constitute a defense available to, or a discharge of, the Borrower.

Subject to Section 14 hereof, this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Lender Party or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 3. Waivers and Acknowledgments.

(a) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice not expressly provided herein and any requirement that any Lender Party protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against the Borrower or any other Person.

(b) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that, subject to Section 14 hereof, this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(c) The Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of the Guarantor or other rights of the Guarantor to proceed against the Borrower or any other Person, and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Guarantor's Obligations.

(d) The Guarantor acknowledges that the Administrative Agent may, without notice to or demand upon the Guarantor and without affecting the liability of the Guarantor under this Guaranty, foreclose under any mortgage by nonjudicial sale, and the Guarantor hereby waives any defense to the recovery by the Administrative Agent and the Lenders against the Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable law.

(e) The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 2 and this Section 3 are knowingly made in contemplation of such benefits.

Section 4. Subrogation. The Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the Borrower or any other guarantor of the Obligations that arise from the existence, payment, performance or enforcement of the Guaranteed Obligations, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender Party against the Borrower or any other guarantor of the Obligations, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Borrower, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until the earlier to occur of (a) this Guaranty shall have terminated in accordance with Section 14 hereof and (b) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the earlier of (a) the termination of this Guaranty in accordance with Section 14 hereof and (b) the later of (i) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty and (ii) the Maturity Date, such amount shall be received and held in trust for the benefit of the Lender Parties, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of this Guaranty or any other applicable Loan Document. If the Guarantor shall make payment to any Lender Party of all or any part of the Guaranteed Obligations, then upon the earlier to occur of (a) the termination of this Guaranty in accordance with Section 14 hereof and (b) the later of (i) all of the Guaranteed Obligations and all other amounts payable under this Guaranty having been paid in full in cash and (ii) the Maturity Date, the Lender Parties will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Guaranteed Obligations resulting from such payment made by the Guarantor pursuant to this Guaranty.

Section 5. Payments Free and Clear of Taxes, Etc. Any and all payments made by the Guarantor hereunder shall be made in accordance with Section 3.01 of the Credit Agreement by treating the Guarantor for all purposes of Section 3.01 of the Credit Agreement as the Borrower, who would otherwise be required to make such payment under the Credit Agreement with all the benefits and burdens associated with such treatment.

Section 6. Representations and Warranties. The Guarantor hereby represents and warrants as follows:

(a) The Guarantor (i) is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation; (ii) has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (iii) is duly qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where the failure so to qualify could not reasonably be expected to have a Material Adverse Effect.

(b) The Guarantor has all requisite corporate power and authority and legal right to execute and deliver this Guaranty and to perform the Guarantor's Obligations. The execution and delivery by the Guarantor of this Guaranty and the performance of the Guarantor's Obligations have been duly authorized by proper corporate proceedings and constitute the legal, valid and binding obligations of the Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally which may be in effect and to general principles of equity.

(c) Neither the execution and delivery by the Guarantor of this Guaranty nor compliance with the provisions of this Guaranty will, or at the relevant time did, (i) violate any Law, order, writ, judgment, injunction, decree or award binding on the Guarantor or the Guarantor's Organization Documents, or (ii) violate the provisions of or require the approval or consent of any party to any indenture, instrument or agreement to which the Guarantor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien (other than Permitted Liens) in, of or on the property of the Guarantor pursuant to the terms of any such indenture, instrument or agreement other than such violations and failures to obtain that could not reasonably be expected to have a Material Adverse Effect.

(d) No order, consent, approval, qualification, license or authorization of, or filing, recording or registration with, or exemption by, or other action in respect of, any Governmental Authority or self-regulatory organization is or at the relevant time was necessary or required to authorize, or is or at the relevant time was required in connection with, the execution, delivery, consummation or performance or the legality, validity, binding effect or enforceability of this Guaranty (other than those which the failure to obtain could not reasonably be expected to result in a Material Adverse Effect).

(e) The Guarantor has, independently and without reliance upon any Lender Party and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Guaranty, and the Guarantor has established adequate means of obtaining from the Borrower on a continuing basis information pertaining to, and is now and on a continuing basis will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties and prospects of the Borrower.

Section 7. Amendments, Etc. (a) No amendment or waiver of any provision of this Guaranty and no consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the Required Lenders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however*, that no amendment, waiver or consent shall, unless in writing and signed by all of the Lender Parties (other than any Lender Party that is, at such time, a Defaulting Lender), reduce or limit the Guarantor's Obligations, release the Guarantor hereunder or otherwise limit the Guarantor's liability hereunder, or permit the Guarantor to accept or collect any payment from the Borrower on account of the Subordinated Obligations during the continuance of any Default.

Section 8. Notices, Etc. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows: if to the Guarantor, addressed to it in care of the Borrower in a notice delivered to the Borrower in accordance with Section 10.02 (or any successor provision thereto) of the Credit Agreement; if to the Administrative Agent, at its address specified in Schedule 10.02 of the Credit Agreement; if to any Lender, at its address specified in its Administrative Questionnaire; or, as to any party, at such other address as shall be designated by such party in a written notice to each other party. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

Section 9. No Waiver; Remedies. No failure on the part of any Lender Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 10. Right of Set-off. Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 8.02 (or any successor provision thereto) of the Credit Agreement to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of said Section 8.02, the Administrative Agent and each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all

deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Administrative Agent, such Lender or such Affiliate to or for the credit or the account of the Guarantor against any and all of the Guarantor's Obligations, irrespective of whether the Administrative Agent or such Lender Party shall have made any demand under this Guaranty or any other Loan Document and although such obligations may be unmatured. The Administrative Agent and each Lender agree promptly to notify the Guarantor after any such set-off and application; *provided, however*, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that the Administrative Agent, such Lender and their respective Affiliates may have.

Section 11. Indemnification.

(a) Without limitation on any of the Guarantor's Obligations or remedies of the Lender Parties under this Guaranty, the Guarantor shall, to the fullest extent permitted by law, indemnify, defend and save and hold harmless each Lender Party and each of their Affiliates and their respective officers, directors, employees, agents and advisors (each, an "***Indemnified Party***") from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnified Party), that may be incurred by any Indemnified Party or asserted against any Indemnified Party by any third party or by the Guarantor arising out of, in connection with, or as a result of any failure of any Guaranteed Obligations to be the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(b) The Guarantor hereby agrees that none of the Indemnified Parties shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Guarantor or any of its Affiliates or any of their respective officers, directors, employees, agents and advisors; *provided* that such indemnity shall not, as to any Indemnified Party, be available to the extent that such losses, claims, damages, liabilities or related expenses (i) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Party or (ii) result from a claim brought by the Guarantor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder or under any other Loan Document, if the Guarantor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. To the fullest extent permitted by applicable law, the Guarantor shall not assert and hereby waives, any claim against any Indemnified Party on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Guaranty or any other Loan Document or any agreement or instrument contemplated hereby or the transactions contemplated hereby or thereby.

(c) Without prejudice to the survival of any of the other agreements of the Guarantor under this Guaranty or any of the other Loan Documents, the agreements and

Guarantor's Obligations contained in Section 1(a) hereof (with respect to enforcement expenses), the last sentence of Section 2 hereof, Section 5 hereof and this Section 11 shall survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

Section 12. Subordination. The Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to the Guarantor by the Borrower (the "***Subordinated Obligations***") to the Obligations of the Borrower owed to the Lender Parties under the Loan Documents to the extent and in the manner hereinafter set forth in this Section 12:

(a) Prohibited Payments, Etc. Except during the continuance of a Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to the Borrower), while the Credit Agreement is in effect, the Guarantor may receive regularly scheduled payments from the Borrower on account of the Subordinated Obligations. After the occurrence and during the continuance of any Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to the Borrower), however, unless the Administrative Agent otherwise agrees, the Guarantor shall not demand, knowingly accept or take any action to collect any payment on account of the Subordinated Obligations.

(b) Prior Payment of Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to the Borrower, the Guarantor agrees that the Lender Parties shall be entitled to receive payment in full in cash of all Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("***Post Petition Interest***")) before the Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of any Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to the Borrower), the Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Lender Parties and deliver such payments to the Administrative Agent on account of the Guaranteed Obligations (which shall be reduced by the amount of such payments) (including all Post Petition Interest if applicable), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of any Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to the Borrower), the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, in the name of the Guarantor, to collect and enforce, and to submit claims in respect of, Subordinated Obligations and to apply any amounts received thereon to the Guaranteed Obligations (including any and all Post Petition Interest if applicable).

Section 13. Continuing Guaranty; Assignments under the Credit Agreement. Subject to Section 14 hereof, this Guaranty is a continuing guaranty and shall (a) with respect to the Lender Parties, remain in full force and effect until the later of (i) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty and (ii) the Maturity Date, (b) be binding upon the Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lender Parties and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender Party may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender Party herein or otherwise, in each case as and to the extent provided in Section 10.06 (or any successor provision thereto) of the Credit Agreement. The Guarantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lender Parties.

Section 14. Termination of Guaranty. Notwithstanding anything to the contrary herein or in any Loan Document, this Guaranty shall terminate immediately upon the earlier of (a) the repurchase or redemption in full of the Company Notes, (b) the date on which the Guarantor is unconditionally released from all liability with respect to the Company Notes, upon or after any assumption of the Company Notes by the Borrower, and (c) the date on which all of the Obligations of the Borrower have been paid in full.

Section 15. Execution in Counterparts. This Guaranty and each amendment, waiver and consent with respect hereto may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty by telecopier shall be effective as delivery of an original executed counterpart of this Guaranty.

Section 16. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc.

(a) This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) The Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Courts of the State of New York sitting in the County of New York and of the United States District Court of the Southern District of New York, and any appellate Court from any thereof, in any action or proceeding arising out of or relating to this Guaranty or any other Loan Document, or for recognition or enforcement of any judgment, and the Guarantor also irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State Court or, to the fullest extent permitted by applicable law, in such Federal Court. The Guarantor and Lender Parties agree that a

final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Guaranty or in any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Guaranty or any other Loan Document against the Guarantor or its properties in the Courts of any jurisdiction.

(c) The Guarantor and each of the Lender Parties hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, (i) any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Guaranty or any other Loan Document in any Court referred to in paragraph (b) of this Section, and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) The Guarantor and each of the Lender Parties hereby irrevocably consent to the service of process in the manner provided for notices in Section 10.02 (or any successor provision thereto) of the Credit Agreement. Nothing in this Section 16 shall affect the right of the Guarantor or the Lender Parties to serve legal process in any other manner permitted by applicable law.

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

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERIGROUP CORPORATION

By: _____

Name:

Title:

EXHIBIT E

FORM OF SOLVENCY CERTIFICATE

This Certificate is being delivered pursuant to Section 4.02(k) of the Credit Agreement dated as of July 30, 2012 (the "**Credit Agreement**"), among WellPoint, Inc. (the "**Borrower**"), the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse AG, Cayman Islands Branch as administrative agent (in such capacity, the "**Administrative Agent**"). Unless otherwise defined herein, terms used herein have the meanings provided in the Credit Agreement.

Wayne S. DeVeydt hereby certifies that he is the Chief Financial Officer of the Borrower and that he is knowledgeable of the financial and accounting matters of the Borrower and its Subsidiaries, the Credit Agreement and the covenants and representations (financial and other) contained therein and that, as such, he is authorized to execute and deliver this Certificate on behalf of the Borrower.

The undersigned hereby further certifies, in his capacity as Chief Financial Officer of the Borrower and not in an individual capacity, as follows:

1. On the date hereof, immediately prior to and after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, the fair value of the assets of the Borrower and its Subsidiaries, taken as a whole, will exceed their debts and liabilities, subordinated, contingent or otherwise.

2. On the date hereof, immediately prior to and after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, the present fair saleable value of the property of the Borrower and its Subsidiaries, taken as a whole, will be greater than the amount that will be required to pay the probable liabilities on their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured.

3. On the date hereof, immediately prior to and after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, the Borrower and its Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured.

4. On the date hereof, immediately prior to and after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on

the Closing Date and the application of the proceeds thereof, the Borrower and its Subsidiaries, taken as a whole, will not have an unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and proposed to be conducted following the date hereof.

In computing the amount of the contingent liabilities of the Borrower and its Subsidiaries as of the date hereof, such liabilities have been computed at the amount that, in light of all the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability.

The undersigned understands that the Lenders and the Administrative Agent are relying upon the foregoing statements in this Certificate in connection with the consummation of the Transactions.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Certificate this __ day of _____.

By: _____
Name: Wayne S. DeVeydt
Title: Chief Financial Officer