

[●], 2024

The Honorable Tim Temple
Commissioner of Insurance
Louisiana Department of Insurance
1702 North 3rd Street
Baton Rouge, LA 70802

Re: Capital Maintenance Agreement (this “**Capital Maintenance Agreement**”) relating to Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (“**BCBSLA**”) and HMO Louisiana, Inc. (“**HMO Louisiana**”)

Dear Commissioner Temple:

Elevance Health, Inc. (“**Elevance Health**”) and ATH Holding Company, LLC have submitted to the Commissioner of Insurance, Louisiana Department of Insurance (the “**Department**”) an Application for Change of Control, including a Statement regarding the Acquisition of Control of or Merger with a Domestic Insurer, as relates to the proposed demutualization of BCBSLA and related acquisition of control of BCBSLA and its subsidiaries, including HMO Louisiana (each of BCBSLA and HMO LA are individually referred to herein as a “**Company**” and, together, the “**Companies**”). In connection with the proposed acquisition of control of the Companies (the “**Proposed Acquisition**”), Elevance Health has agreed to provide a commitment to maintain each Company’s risk-based capital (“**RBC**”) at or above 375% of authorized control level RBC as defined in La. Rev. Stat. §§ 22:611 and 631, as applicable (the “**Capital Maintenance Commitment**”).

Effective upon the closing of the Proposed Acquisition (the “**Effective Date**”), Elevance Health hereby agrees to ensure that on and after the Effective Date, each Company’s RBC is maintained at or above 375% of authorized control level RBC as defined in La. Rev. Stat. §§ 22:611 and 631, as applicable (the “**Capital Threshold**”). In the event that, at the end of any calendar year, either Company’s RBC ratio is below the Capital Threshold, Elevance Health shall, or shall cause one or more of its affiliates or subsidiaries to, contribute additional capital to such Company in such aggregate amount as is necessary to restore such Company’s RBC ratio to at least the Capital Threshold within 30 calendar days of the date of filing the annual RBC Report with the Department for such calendar year.

This Capital Maintenance Agreement shall terminate as to either Company (i) automatically upon the dissolution of the Company in compliance with applicable laws and regulations, (ii) automatically upon revocation of the Company’s certificate of authority, or (iii) at such other time upon the approval of the Department.

This Capital Maintenance Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Louisiana without giving effect to any conflicts of laws principles of such state that would apply the laws of another jurisdiction.

The terms and conditions of this Capital Maintenance Agreement shall not be amended or waived without prior notice to and written consent of the Department.

Sincerely,

Elevance Health, Inc.

By: _____

Name:

Title:

ACCEPTED:

**COMMISSIONER OF INSURANCE
LOUISIANA DEPARTMENT OF INSURANCE**

By: _____

Tim Temple

Date: _____

PLEASE EXECUTE THIS PARENTAL FINANCIAL GUARANTEE
FINANCIAL GUARANTEE – SMALLER CONTROLLED AFFILIATE

Elevance Health, Inc. and **HMO Louisiana, Inc.** hereby certify that **Elevance Health, Inc.** guarantees to the full extent of its assets, all of the contractual and financial obligations of **HMO Louisiana, Inc.** to its customers, in accordance with the BCBSA Guidelines to Administer the Controlled Affiliate License Agreement(s) and Standards, Standard 2 – Financial Responsibility.

IN WITNESS WHEREOF, the undersigned duly authorized officers have executed this Financial Guarantee on behalf of the parties hereto.

Elevance Health, Inc.

HMO Louisiana, Inc.

By: _____

By: _____

Title: Chief Executive Officer

Title: Chief Executive Officer

Date: _____

Date: _____

PLEASE EXECUTE THIS PARENTAL CONVERSION/SERVICE AGREEMENT
CONVERSION/SERVICE AGREEMENT

Elevance Health, Inc. agrees, in accordance with the BCBSA Guidelines to Administer the Controlled Affiliate License Agreement(s) and Standards, Standard 2 - Financial Responsibility, that in the event that **HMO Louisiana, Inc.** ceases operations for any reason, Elevance Health, Inc. shall:

- A. To the extent **HMO Louisiana, Inc.** assumes risk in its business, offer Blue Cross and Blue Shield branded coverage to **HMO Louisiana, Inc.**'s subscribers without exclusions, limitations or conditions based on health status.
- B. To the extent **HMO Louisiana, Inc.** provides non-risk services, provide Blue Cross and Blue Shield branded services to **HMO Louisiana, Inc.**'s customers.

IN WITNESS WHEREOF, the undersigned duly authorized officers have executed this Conversion/Service Agreement on behalf of the parties hereto.

Elevance Health, Inc.

HMO Louisiana, Inc.

By: _____

By: _____

Title: Chief Executive Officer

Title: Chief Executive Officer

Date: _____

Date: _____

PLEASE EXECUTE THIS PARENTAL FINANCIAL GUARANTEE
FINANCIAL GUARANTEE – SMALLER CONTROLLED AFFILIATE

Elevance Health, Inc. (“Elevance Health”) and **Louisiana Health Service & Indemnity Company (d/b/a Blue Cross and Blue Shield of Louisiana) (“LHSIC”)** hereby certify that **Elevance Health** guarantees to the full extent of its assets, all of the contractual and financial obligations of **LHSIC** to its customers, in accordance with the BCBSA Guidelines to Administer the Controlled Affiliate License Agreement(s) and Standards, Standard 2 – Financial Responsibility.

IN WITNESS WHEREOF, the undersigned duly authorized officers have executed this Financial Guarantee on behalf of the parties hereto.

Elevance Health, Inc.

**Louisiana Health Service & Indemnity Company
(d/b/a Blue Cross and Blue Shield of Louisiana)**

By: _____

By:_____

Title: Chief Executive Officer

Title: Chief Executive Officer

Date:_____

Date:_____

PLEASE EXECUTE THIS PARENTAL CONVERSION/SERVICE AGREEMENT
CONVERSION/SERVICE AGREEMENT

Elevance Health, Inc. (“**Elevance Health**”) agrees, in accordance with the BCBSA Guidelines to Administer the Controlled Affiliate License Agreement(s) and Standards, Standard 2 - Financial Responsibility, that in the event that **Louisiana Health Service & Indemnity Company (d/b/a Blue Cross and Blue Shield of Louisiana)** (“**LHSIC**”) ceases operations for any reason, Elevance Health shall:

- A. To the extent **LHSIC** assumes risk in its business, offer Blue Cross and Blue Shield branded coverage to **LHSIC**’s subscribers without exclusions, limitations or conditions based on health status.
- B. To the extent **LHSIC** provides non-risk services, provide Blue Cross and Blue Shield branded services to **LHSIC**’s customers.

IN WITNESS WHEREOF, the undersigned duly authorized officers have executed this Conversion/Service Agreement on behalf of the parties hereto.

Elevance Health, Inc.

**Louisiana Health Service & Indemnity Company
(d/b/a Blue Cross and Blue Shield of Louisiana)**

By: _____

By:_____

Title: Chief Executive Officer

Title: Chief Executive Officer

Date:_____

Date:_____