

409 North Second Street
Suite 500
Harrisburg, PA 17101-1357

Jayson R. Wolfgang
717 237 4852
Jayson.wolfgang@bipc.com

T 717 237 4800
F 717 233 0852
www.buchananingersoll.com

August 27, 2014

VIA HAND DELIVERY

RECEIVED
Corporate & Financial Regulation

AUG 27 2014

Pennsylvania
Insurance Department

Mr. Stephen J. Johnson, CPA
Deputy Insurance Commissioner
Office of Corporate and Financial Regulation
Pennsylvania Insurance Department
1345 Strawberry Square
Harrisburg, PA 17120

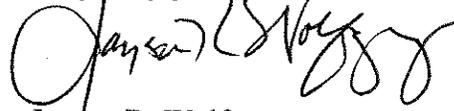
Re: Highmark Inc. Request for Modification Pursuant to Condition 27

Dear Deputy Commissioner Johnson:

I am hand delivering herewith a Request for Modification Pursuant to Condition 27 of the Approving Determination and Order dated April 29, 2013. I have provided a copy by electronic means to Mr. Beaser and Mr. Newman.

Thank you for your consideration.

Very truly yours,



Jayson R. Wolfgang

JRW/skm
Enclosure

**REQUEST FOR MODIFICATION
of
Certain Conditions
of the
Commissioner's Approving Determination and Order
(Order No. ID-RC-13-06)
Dated April 29, 2013**

**Filed with the
Pennsylvania Insurance Department
on behalf of**

Highmark Health (f/k/a UPE)
Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222

August 27, 2014

RECEIVED
Corporate & Financial Regulation
AUG 27 2014
Pennsylvania
Insurance Department

Name, title, address, telephone number, and fax number of the individual to whom notices and correspondence concerning this Request for Modification should be addressed:

Edward A. Bittner, Jr., Esquire
Highmark Health
Fifth Avenue Place
120 Fifth Avenue, Suite 2180
Pittsburgh, PA 15222-3099
(412) 544-8529
Facsimile (412) 544-7423
ed.bittner@highmark.com

Diana E. Leech, Esquire
Highmark Health
Fifth Avenue Place
120 Fifth Avenue, Suite 2180
Pittsburgh, PA 15222-3099
(412) 544-7551
Facsimile (412) 544-4203
diana.leech@highmark.com

Jack M. Stover, Esquire
Buchanan Ingersoll & Rooney PC
409 N. Second Street, Suite 500
Harrisburg, PA 17101
(717) 237-4837
Facsimile (717) 233-8052
jack.stover@bipc.com

ITEM 1: IDENTITY OF PARTIES TO THE REQUEST FOR MODIFICATION

- (A) The party requesting modification is Highmark Health (f/k/a UPE).
- (B) The registered address and principal executive office address of Highmark Health is Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222.
- (C) Highmark Health is a Pennsylvania nonprofit corporation.
- (D) Highmark Health operates an integrated healthcare and health insurance delivery system.
- (E) Highmark Health is the sole corporate member of Highmark Inc. (“Highmark”), a Pennsylvania nonprofit health plan corporation.
- (F) Highmark Health also is the sole corporate member of Allegheny Health Network (f/k/a UPE Provider Sub).

ITEM 2: A. BACKGROUND INFORMATION WITH RESPECT TO THE REQUEST FOR MODIFICATION

On April 29, 2013, in Approving Determination and Order No. ID-RC-13-06 (the “Order”),¹ the Pennsylvania Insurance Commissioner (the “Commissioner”) approved the application of UPE (n/k/a Highmark Health) submitted to the Pennsylvania Insurance Department (the “Department”) to acquire control of Highmark and of various subsidiaries thereof as identified in the Form A relating thereto.

Condition 27 of the Order provides as follows:

Upon written request by a UPE Entity setting forth: (a) the specific Condition(s) for which such UPE Entity seeks relief; (b) the reason for which such relief is necessary and (c) an undertaking by such UPE Entity to provide all such further information as the Department shall require to evaluate the request, the Department may evaluate and, after evaluation of the request, the Commissioner, in the Commissioner’s sole discretion, may grant relief, in whole or in part, from one or more of the Conditions as the Commissioner may be [sic.] deem appropriate.

¹ Capitalized terms used herein without being defined have the meanings assigned to such terms in the Order.

B. REQUESTS FOR MODIFICATION OF THE ORDER

Pursuant to Condition 27 of the Order, Highmark Health is requesting modification of the provisions of the Order as set forth below for the reasons set forth with respect to each such provision:

1. Technical Modifications Throughout the Order.

Following the issuance of the Order, the name of UPE was changed to Highmark Health and the name of UPE Provider Sub was changed to Allegheny Health Network.

In order to avoid any misunderstanding with respect to the applicability of the provisions of the Order, Highmark Health respectfully requests that the Order be modified by replacing every reference to UPE in the Order with a reference to Highmark Health and every reference to UPE Provider Sub in the Order with a reference to Allegheny Health Network.

2. Condition 3 of the Order.

Condition 3 of the Order currently provides as follows:

No Domestic Insurer shall enter into any contract or arrangement with any Health Care Provider where the length of the contract (including but not limited to the initial term and all renewal terms) is in excess of five (5) years, without the prior Approval of the Department. No UPE Entity that is a Health Care Insurer domiciled in Pennsylvania shall enter into any contract or arrangement with any Health Care Provider where the length of the contract (including but not limited to the initial term together with all renewal terms) is in excess of five (5) years, without the Approval of the Department.

Highmark Health has been advised that the second sentence of Condition 3 was intended to refer to Health Care Providers that are subject to the Control of Highmark Health.

Based on the foregoing, and in order to avoid any misunderstanding with respect to the applicability of Condition 3, Highmark Health respectfully requests that the second sentence of this Condition be modified to read as follows:

No Highmark Health Entity that is a Health Care Provider shall enter into any contract or arrangement with any Health Care Insurer where the length of the contract (including but not limited to the initial term together with all renewal terms) is in excess of five (5) years, without the Approval of the Department.

3. Condition 10 of the Order.

Condition 10 of the Order currently provides, in pertinent part, as follows:

Without the Approval of the Department, no Domestic Insurer shall make, or agree to make, directly or indirectly, any Donation, which together with all other Donations made or agreed to be made by that Domestic Insurer within the twelve (12) consecutive months immediately preceding such Donation equals or exceeds the lesser of: (i) 3% of the Domestic Insurer's surplus as regards policyholders, as shown on its latest annual statement on file with the Department; or (ii) 25% of the Domestic Insurer's net income as shown on its latest annual statement; provided, however, if UPE has filed pursuant to Condition 15 a WPAHS Corrective Action Plan, any Donation made or agreed to be made by any Domestic Insurer to any UPE Entity shall be restricted solely for use in connection with implementing the Financial Commitments under and to the extent provided in the WPAHS Corrective Action Plan, until such time as all Financial Commitments related to the WPAHS Corrective Action Plan are satisfied. . . . This Condition 10 shall not apply to a Donation made from a Domestic Insurer that is a direct or indirect subsidiary of Highmark to Highmark or any subsidiary of Highmark. No Approval of the Department shall be required under this Condition if Department approval for the Financial Commitment has been obtained under 40 P.S. § 991.1405.

"Donation" is defined, in pertinent part, as follows in Appendix 1 of the Order:

"Donation" means any contribution, grant, donation, and/or distribution under 40 P.S. § 991.1405 or other transfer or payment of funds, property or services (or a commitment to

make a Donation), whether made directly or indirectly, in cash or in kind, by any UPE Entity to any other UPE Entity or to any other Person; provided, however, that "Donation" shall not include any transfer or payment made in exchange for the fair value of goods or services received by the transferring or paying person. . . .

Highmark Health's Form A filing included references to various Donations that were made (or committed to be made) by Highmark prior to April 29, 2013 and to various Donations that were to be or could be made on or after such date. Highmark's statutory statements filed with the Department from time to time prior to April 29, 2013 identified various other Donations that were made (or committed to be made) prior to April 29, 2013. Highmark also made (or committed to make) various other, immaterial Donations in the ordinary course of its business prior to April 29, 2013. All Donations set forth in the Form A that were to be made on or after April 29, 2013, to the extent they were subject to the Department's jurisdiction and required approval of the Department, were so approved in the Order. A complete list of all Donations referred to in this paragraph, with the exception of certain charitable contributions made by the Domestic Insurers in the ordinary course of their business as hereafter referred to, is included in Exhibit A to this Request for Modification.

Under Condition 10 as currently written, Highmark would be required to take all the Donations referred to in the preceding paragraph into account in calculating whether it must obtain Approval from the Department for any future Donation. Highmark Health does not believe that this was the intent of the Condition.

Highmark Health understands that one of the purposes of Condition 10 is to limit a Domestic Insurer's ability to dispose of cash or other assets in a manner that is not subject to Department review or approval if the disposition in question reduces the Domestic Insurer's assets or otherwise does not result in the Domestic Insurer obtaining fair value in return. An exception limited to transfers or payments made in exchange for the fair value of goods or services does not recognize all items of value that a Domestic Insurer may obtain. For example, the acquisition by a Domestic Insurer of investment securities in an arms' length transaction would be considered a Donation because securities are not goods or services. Similarly, a capital contribution from Highmark to one of its subsidiaries also would be considered a Donation, even though Highmark's total assets are not changed by the contribution. Highmark Health acknowledges that

the types of transfers or dispositions referred to in this paragraph could constitute Financial Commitments subject to Condition 11; it does not believe, however, that they were intended to constitute Donations subject to Condition 10.

Based on the foregoing, and in order to avoid any misunderstanding with respect to the applicability of Condition 10, Highmark Health respectfully requests that the proviso to the first sentence of Condition 10 be modified to read as follows at the beginning thereof:

. . . provided, however, that no Donation that was made (or committed to be made) by a Domestic Insurer on or before April 29, 2013, as set forth in Exhibit A, shall be taken into account in calculating the amount of Donations made or agreed to be made in any twelve (12) month period as contemplated hereby; and provided, further, however, that . . .

Highmark Health also further respectfully requests that the penultimate sentence of Condition 10 be deleted, and that the definition of "Donation" be amended by deleting the proviso to the first sentence thereof and substituting the following therefor:

. . . provided, however, that "Donation" shall not include (i) any contribution made from any Domestic Insurer (other than Highmark) to Highmark or any Domestic Insurer Controlled by Highmark or from Highmark to any other Domestic Insurer Controlled by Highmark; or (ii) any transfer or payment made from any Domestic Insurer to any other Person in exchange for the fair value of goods or services or other assets or property to the extent that such goods, services or other assets or property are recognized as assets under generally accepted accounting principles provided that any transfers or payments made under this clause (ii) shall be considered to be Financial Commitments except to the extent excluded from the definition of "Financial Commitment." . . .

4. Conditions 11(B) and (C) of the Order.

Conditions 11(B) and 11(C) of the Order currently provide, in pertinent part, as follows:

B. **Transactions Requiring Only Notice.** If the amount of any Financial Commitment made or agreed to be made by one or more of the Domestic Insurers equals or exceeds \$100,000,000 in the aggregate (or if such Financial Commitment, together with all other Financial Commitments made by one or more of the Domestic Insurers, directly or indirectly, within twelve (12) consecutive months immediately preceding the making of the Financial Commitment causes the total to exceed \$100,000,000), the Domestic Insurer(s) making or agreeing to make such Financial Commitment shall deliver to the Department written notice 30 days in advance of making or agreeing to make such Financial Commitment (the "Financial Commitment Notice"). . . . No notice is required under this Condition if notice of the Financial Commitment is provided to the Department pursuant to 40 P.S. § 991.1405.

C. **Transactions Requiring Department Approval.** Without the Approval of the Department, no Domestic Insurer shall make or agree, directly or indirectly, to make any Financial Commitment if: (i) the amount thereof, together with all other Financial Commitments made or agreed to be made directly or indirectly by all of the Domestic Insurers within the immediately preceding consecutive twelve (12) months, equals or exceeds \$250,000,000; [or] (ii) the amount thereof is made in connection with a Financial Commitment made or agreed to be made to a Person (including but not limited to any Affiliates), together with all other Financial Commitments between or among one or more of the UPE Entities, on the one hand, and such Person (including but not limited to any Affiliates), on the other hand, aggregate \$250,000,000 or more . . .

"Financial Commitment" is defined, in pertinent part, as follows in Appendix 1 of the Order:

"Financial Commitment" means any direct or indirect payment or transfer of any cash or other property, any Donation, provision of services, encumbrance upon or granting of any security interest in or to any assets or properties, or the direct or indirect guaranty or

incurrence of any contractual obligation or liability. The term "Financial Commitment" includes, but is not limited to, the acquisition of any assets or properties of or interests in, the merger, consolidation or affiliation with, or the entering into of any financial or contractual relationship with, any Person, except for: (i) any Financial Commitment made in the ordinary and usual course of the UPE Entity's business; or (ii) any amounts expressly required to be paid without any further consent of any Person and pursuant to the current provisions of the Affiliation Agreement, JRMC Affiliation Agreement and/or any affiliation agreement between Highmark and SVHS acceptable to the Department. . . .

As in the case of Donations, Highmark Health's Form A filing included reference to various Financial Commitments that were made by Highmark prior to April 29, 2013 and to various Financial Commitments that were to be or could be made or performed on or after such date. Highmark's statutory statements filed with the Department from time to time prior to April 29, 2013 identified various other Financial Commitments that were made prior to April 29, 2013. Highmark also made various other, immaterial Financial Commitments prior to April 29, 2013. All Financial Commitments set forth in the Form A that were to be made or performed on or after April 29, 2013, to the extent they were subject to the Department's jurisdiction and required approval of the Department, were so approved in the Order. Not all such Financial Commitments were set forth in an affiliation agreement as contemplated by the definition of "Financial Commitment". A complete list of all Financial Commitments referred to in this paragraph is included in Exhibit A to this Request for Modification.

Under Conditions 11(B) and (C) and the definition of Financial Commitment as currently written, Highmark would be required to take all the Financial Commitments referred to in the preceding paragraph into account in calculating whether it must provide a Financial Commitment Notice or obtain Approval from the Department for any future Financial Commitment. Highmark Health does not believe that this was the intent of the Condition.

Because there is no exception for it, "Financial Commitment" as currently defined includes Financial Commitments made between or among Domestic Insurers. Thus, for example, if Highmark wishes to make a capital contribution to one of its subsidiaries which is a Domestic Insurer, it would be required to include such contribution in its calculation of

Financial Commitments for purposes of Conditions 11(B) and (C), even though the subsidiary's use of the contribution (and any other funds under its control) would be subject to the same restrictions as are applicable when the funds constituting the contribution were in the hands of Highmark.

Based on the foregoing, and in order to avoid any misunderstanding with respect to the applicability of Conditions 11(B) and 11(C), Highmark Health respectfully requests that Conditions 11(B) and 11(C) be modified by adding the following as a new Condition 11(D) (with current Condition 11(D) being redesignated as Condition 11(E)):

- D. **Exceptions.** Conditions 11(B) and 11(C) shall not apply to any Financial Commitment that was made on or before April 29, 2013 or that may be performed on or after such date, as set forth in Exhibit A, and no such Financial Commitment shall be taken into account in calculating the amount of Financial Commitments made in any twelve (12) month period as contemplated by either such Condition.

Highmark Health further respectfully requests that the second sentence of the definition of "Financial Commitment" be amended to read, in pertinent part, as follows:

. . . The term "Financial Commitment" includes, but is not limited to, the acquisition of any assets or properties or interests in, the merger, consolidation or affiliation with, or the entering into of any financial or contractual relationship with, any Person, except for: (i) any Financial Commitment made in the ordinary and usual course of the Highmark Health Entity's business or involving only two or more Domestic Insurers Controlled by Highmark and no other Person; or . . .

5. Condition 13 of the Order.

Condition 13 of the Order currently provides as follows:

Each year, no later than the date on which the financial statements are required to be filed for the holding company system under Form B or otherwise filed pursuant to 40 P.S.

§ 991.1404(a), UPE shall file with the Department, as a public record, audited financial statements (including but not limited to all footnotes) of UPE prepared in accordance with GAAP, for the immediately preceding calendar year. In addition, UPE shall file with the Department any letters from auditor(s) to management and any other information requested by the Department.

The regulations of the Department at 31 Pa. Code Chapter 25 provide that an insurer's annual statement on Form B must include the financial statements of any ultimate controlling person as of the end of the controlling person's latest fiscal year. The regulations further provide that the annual financial statements must be audited, "[u]nless the Commissioner otherwise permits . . ."

At the time of the Order, Highmark Health operated on the basis of a fiscal year which began on July 1 of each year and ended on June 30 of the following year. There was little activity in the company prior to closing of the WPAHS transaction in April 2013, and Highmark Health determined that an audit for the year ending June 30, 2013 would be of little value. Following the date of the Order, Highmark Health changed its fiscal year to a calendar year, effective January 1, 2014. By letter dated April 3, 2014, the Department advised Jack M. Stover, Esquire, counsel to Highmark Health and Highmark Inc., that, at the request of Highmark Health and Highmark Inc., notwithstanding the provisions of Condition 13, the date for the filing of Highmark Health's initial audited financial statements pursuant to Condition 13 and the Form B filing requirements set forth in 31 Pa. Code Chapter 25 would be May 31, 2014.

Highmark Health believes that material in the financial statements, including, specifically, in the footnotes to its audited financial statements, to the extent containing confidential, proprietary and/or trade secret information should be exempted from the requirement of public disclosure. In that its auditors will not allow Highmark to file financial statements containing an audit opinion without including all the material set forth therein, including a complete set of footnotes, Highmark Health also proposes to be relieved of the obligation to file such opinion as a public record in the event that any footnotes are excluded from public disclosure.

Based on the foregoing, Highmark Health respectfully requests that Condition 13 be modified to read as follows:

Each year, no later than the date on which the financial statements are required to be filed for the holding company system under Form B or otherwise filed pursuant to 40 P.S. § 991.1404(a), Highmark Health shall file with the Department audited financial statements (including but not limited to all footnotes) of Highmark Health for the immediately preceding calendar year, prepared in accordance with GAAP. Such financial statements (excluding any portion of such statements which contain confidential/proprietary/trade secret information and, if any such information is excluded, the auditors' opinion thereon) shall be a public record. In addition, Highmark Health shall file with the Department any letters from auditor(s) to management and any other information requested by the Department. Notwithstanding the foregoing, the due date for the filing of Highmark Health's initial audited financial statements pursuant to this Condition and the Form B filing requirements set forth in 31 Pa. Code Chapter 25 shall be May 31, 2014.

6. Condition 15 of the Order.

Condition 15 of the Order currently provides as follows:

UPE shall prepare and produce to the Department a plan of financial and operational corrective action for WPAHS (the "WPAHS Corrective Action Plan") if . . . :

* * *

- B. As of the quarter ended June 30, 2015, . . .
(ii) DCOH, after adjusting for any material non-recurring or unusual cash receipts and Financial Commitments, including but not limited to all payments received from any UPE Entity outside of the normal course of business, has not been equal to or greater than a value of sixty-five (65) days for two (2) of the previous four (4) consecutive quarters.

To the extent that Condition 15(B) requires that DCOH be calculated without taking into account payments received from Highmark Health or any of its Affiliates (each, a "Highmark Health Entity") outside the normal course of business, it is inconsistent with the financial projections Highmark Health provided to the Department in connection with the Form

A filing. That is, such filing took Highmark's loans and grants into account in calculating DCOH.²

For the above reasons, Highmark Health respectfully requests that Condition 15(B) be modified at (ii) to read as follows:

. . . (ii) DCOH, after adjusting for any material non-recurring or unusual cash receipts and Financial Commitments received outside of the normal course of business, other than payments received from any Highmark Health Entity as required pursuant to the current provisions of the Affiliation Agreement, has not been equal to or greater than a value of sixty-five (65) days for two (2) of the previous four (4) consecutive quarters.

7. Definition of "Affiliate".

"Affiliate" is currently defined as follows in Appendix 1 of the Order:

"Affiliate" means any present Person or any Future Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common Control with any other UPE Entity and their successors and assigns. "Affiliate" includes but is not limited to all Persons in which any UPE Entity, directly or indirectly, has a membership interest.

The terms "Control," "Controlling," "Controlled by" and "under Common Control with" have the meanings given to those terms in 40 P.S. § 991.1401 and, therefore, include a rebuttable presumption of actual control if a person, directly or indirectly, owns, controls, holds with the power to vote ten per cent (10%) or more of the votes that all shareholders would be entitled to cast in the election of directors. In order to rebut the presumption, a Person must show that actual control does not exist in fact. The last sentence of the definition of "Affiliate" does not include this concept. Thus, any Person in which any Highmark Health Entity holds any membership interest is deemed to be an Affiliate of Highmark Health, regardless of whether actual control exists, and no exception is contemplated. Various Highmark Health Entities hold membership interests in entities that they do not and cannot control. To the extent that

² See Tab 8, Exhibit K, page 5 of Amendment No. 2 to Confidential Supplement Submitted With Form A filed with the Department on January 18, 2013.

any Condition requires that Highmark Health or any other Highmark Health Entity take actions to direct or control the activities of these entities, they are unable to do so. Similarly, to the extent that Highmark Health and the other Highmark Health Entities are unable to direct or control the activities of these entities, Highmark Health does not believe that their activities should be attributed to Highmark Health or any other Highmark Health Entity; e.g., in calculating the amount of Donations made in any twelve month period.

Based on the foregoing, and in order to avoid any misunderstanding with respect to the meaning of the term "Affiliate", Highmark Health respectfully requests that the last sentence of the definition be modified to read as follows:

. . . "Affiliate" includes but is not limited to all Persons in which any Highmark Health Entity has a membership interest; provided, however, that to the extent any of the Conditions of this Order require that Highmark Health Control or direct the activities of any such Person, or that the activities of such Person be attributed to a Highmark Health Entity, the Person in question shall be deemed to be an Affiliate only to the extent that such Person, or a specific action of such Person, is Controlled by a Highmark Health Entity.

ITEM 3: ADDITIONAL INFORMATION

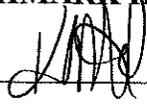
Highmark Health will provide the Department with such further information as the Department may need to evaluate the requests contained in this Request for Modification.

ITEM 4: SIGNATURE AND CERTIFICATION

Highmark Health has caused this Request for Modification to be duly signed on its behalf in the City of Pittsburgh and Commonwealth of Pennsylvania on the 27th day of August, 2014.

(SEAL)

HIGHMARK HEALTH

By:  Title: Executive Vice President & Chief Financial Officer

Attest:

By: Thomas Z. Vankula Title: EVP & Secretary

CERTIFICATION

The undersigned deposes and says that he/she has duly executed the attached Request for Modification dated August 27, 2014 for and on behalf of Highmark Health; that he/she is the EVP & CFO of such company; and that he/she is authorized to execute and file such instrument. Deponent further says that he/she is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

Signature: 

Typed Name: Karen L. Hanlon

EXHIBIT A

Donations and Financial Commitments in Form A filing

Highmark Health's Form A filing set forth various Donations and Financial Commitments (as subsequently defined by the Commissioner's Approving Determination and Order). A number of the Donations and Financial Commitments (or payments in respect thereof) were made prior to April 29, 2013. Others were intended to be made or entered into subsequent to April 29, 2013. Following is a list of these Donations and Financial Commitments:

1. Grants and loans pursuant to Affiliation Agreement with WPAHS (\$475 million)
2. Tender offer for WPAHS bonds (maximum \$646.4 million); related modification to bond terms as set forth in Affiliation Agreement; related financing by Highmark Inc.
3. Additional advances/grants to WPAHS (\$33 million)
4. Contribution of cash by Highmark Inc. to Highmark Health (\$94 million)
5. Grants pursuant to JRMC Affiliation Agreement (maximum \$175 million)
6. [REDACTED]
7. Guarantees of JRMC debt, pension and other liabilities of JRMC at March 31, 2012 pursuant to JRMC Affiliation Agreement
8. Contribution of interest in JRMC by Highmark Inc. to Highmark Health
9. Distribution of stock of HMPG Inc. from Highmark Inc. to Highmark Health
10. Grants pursuant to Saint Vincent Affiliation Agreement (\$35 million)
11. Line of credit in favor of Provider PPI LLC, [REDACTED] and [REDACTED] (\$18 million)
12. Line of Credit in favor of [REDACTED], [REDACTED] and [REDACTED] (maximum \$139 million; \$100 million subject to possible third party financing or refinancing)
13. Payments pursuant to Affiliation Agreement among Highmark Inc. and Physician Landing Zone PC ("PLZ"), [REDACTED] and [REDACTED]; loans pursuant to Line of Credit Agreements between Highmark Inc. and PLZ; Highmark Inc. and [REDACTED]; and Highmark Inc. and [REDACTED] (\$214 million)
14. Center of Innovation (\$5 million)
15. [REDACTED]
16. [REDACTED]
17. [REDACTED]

Pre-4/29 Financial Commitments Disclosed in Highmark Inc. IDRs:

Highmark Inc.'s annual Insurance Department filings set forth various Donations and Financial Commitments that were made (or committed to be made) prior to April 29, 2013. Following is a list of these Donations and Financial Commitments:

1. Standby letter of credit in favor of Highmark BCBSD Inc. (\$17.5 million)
2. Highmark Inc. Senior Notes (\$350 million)
3. Commitments to follow-on investments in various limited partnerships (\$25,510,232)
4. Commitment to Highmark Caring Foundation (\$20 million)

Other Pre-4/29 Financial Commitments:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]