

**BEFORE THE INSURANCE DEPARTMENT  
OF THE  
COMMONWEALTH OF PENNSYLVANIA**

**Statement Regarding the Acquisition of Control of or Merger with  
Domestic Insurers:**

**Hospital Service Association of Northeastern Pennsylvania  
d/b/a Blue Cross of Northeastern Pennsylvania;  
First Priority Life Insurance Company, Inc.;;  
HMO of Northeastern Pennsylvania, Inc.,  
d/b/a First Priority Health**

**By Highmark Inc.**

**BCNEPA SUPPLEMENTAL RESPONSE TO INFORMATION REQUEST  
2.2.1 FROM  
THE PENNSYLVANIA INSURANCE DEPARTMENT**

**REQUEST 2.2.1:**

**Other than agreements previously filed with Department, the Highmark Entities or BCNEPA Entities are requested to identify any agreements between or among one or more of the Highmark Entities or BCNEPA Entities that: (i) are anticipated to be executed if the Transaction is approved; or (ii) were executed contemporaneously with or subsequent to the execution of the Merger Agreement. If any exist, please provide full and complete copies of all current draft or executed agreements.**

**SUPPLEMENTAL RESPONSE:**

BCNEPA certifies to the best of its knowledge, information and belief that, attached hereto are (a) certain agreements and documents between or among one or more of the Highmark Entities and one or more of the BCNEPA Entities that: (i) are anticipated to be executed if the Transaction is approved; or (ii) were executed contemporaneously with or subsequent to the execution of the Merger Agreement; and (b) additional information concerning changes to the names of certain of the AllOne entities:

1. Massachusetts Articles of Merger for the merger of Health Resources Corporation (“HRC”) into AllOne Health Group, Inc. (“AHG”);

2. Pennsylvania Articles of Merger for the merger of HRC into AHG. Note, Exhibit A, Section 3(a) provides for the name change of AHG (as the surviving corporation) to AllOne Health Resources, Inc.;
3. Articles of Amendment for AllOne Health Management Solutions, Inc., evidencing the change of name to HM Centered Health, Inc.;
4. Articles of Amendment for AllOne Health Services, Inc., evidencing the change of name to HM Centered Health Services, Inc.;
5. Fourth Amendment to Sponsorship Agreement (the “Sponsorship Agreement”) by and between BCNEPA and The Commonwealth Medical College (“TCMC”). Note, Section 8 permits the assignment of BCNEPA’s rights, interests or obligations under the Sponsorship Agreement to a public charity or private foundation without the prior written consent of TCMC;
6. Draft of Assignment and Assumption Agreement by and between BCNEPA and AllOne Foundation (the “Foundation”), to be executed prior to Closing in order to transfer obligations under the Sponsorship Agreement from BCNEPA to the Foundation; and
7. Letter Agreement by and among BCNEPA, Hospital Service Association of Northeastern Pennsylvania Foundation, AllOne Charities, Highmark and Highmark Health, regarding the contribution of a portion of the Charities Contribution (as defined in the Letter Agreement) and the Foundation Contribution (as defined in the Letter Agreement) in securities.

**Hospital Service Association of  
Northeastern Pennsylvania  
d/b/a Blue Cross of Northeastern  
Pennsylvania (“BCNEPA”)  
19 North Main Street  
Wilkes-Barre, PA 18711**

# **Divider Page**

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# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Merger Involving Domestic Corporations, Foreign Corporations or Foreign Other Entities (General Laws Chapter 156D, Section 11.06; 950 CMR 113.37)

FORM MUST BE TYPED

Exact name, jurisdiction and date of organization of each party to the merger:

(1) EXACT NAME	(2) JURISDICTION	DATE OF ORGANIZATION
042488836 Health Resources Corporation	Massachusetts	September 14, 1971
AllOne Health Group, Inc.	Pennsylvania	August 20, 1985

(3) The foreign corporation or other entity  is /  is not\* authorized to conduct business in the Commonwealth.

(4) Exact name of the surviving entity: AllOne Health Group, Inc.

(5) Jurisdiction under the laws of which the surviving entity will be organized: Pennsylvania

(6) The merger shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: \_\_\_\_\_

(7-8) For each domestic corporation that is a party to the merger:\*\*

*(check appropriate box)*

The plan of merger was duly approved by the shareholders, and where required, by each separate voting group as provided by G.L. Chapter 156D and the articles of organization.

OR

The plan of merger did not require the approval of the shareholders.

(9) Participation of each other domestic entity, foreign corporation, or foreign other entity was duly authorized by the law under which the other entity or foreign corporation is organized and by its organizational documents.

\* Check appropriate box

\*\* Provide this information for each domestic corporation separately

4

PC.

c156D-110695011337 01/18/05

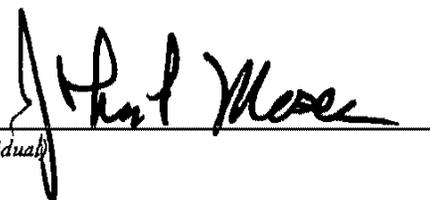
NEPA-007247

9  
(10) Attach any amendment to articles of organization of the surviving entity, where the survivor is a domestic business corporation.

(11) Attach the articles of organization of the surviving entity, where the survivor is a NEW domestic business corporation, including all the supplemental information required by 950 CMR 113.16.

(12) State the executive office address of the surviving foreign other entity if such information is not on the public record in the foreign jurisdiction: 600 West Cummings Park, Suite 3400, Woburn, MA 01801  
*(number, street, city or town, state, zip code)*

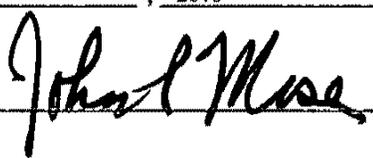
Health Resources Corporation

Signed by: By:   
John P. Moses *(signature of authorized individual)*

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 12<sup>th</sup> day of May, 2015.

AllOne Health Group, Inc:

Signed by: By:   
John P. Moses *(signature of authorized individual)*

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 12<sup>th</sup> day of May, 2015.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

#31156796

Articles of Merger Involving Domestic Corporations,  
Foreign Corporations or Foreign Other Entities  
(General Laws Chapter 156D, Section 11.06; 950 CMR 113.37)

I hereby certify that upon examination of these articles of merger, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$250 having been paid, said articles are deemed to have been filed with me this day of May 20 15 at 11:50 (a.m./p.m.)

62200  
CORPORATIONS DIVISION  
2015 MAY 12 AM 11:50  
SECRETARY OF THE  
COMMONWEALTH

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

*William Francis Galvin*

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

Filing fee: Minimum \$250

Kew  
Examiner  
JMD  
Name approval

TO BE FILLED IN BY CORPORATION  
Contact Information:

C  
✓  
#A.R.

Linda M. Lee, Paralegal, c/o Cozen O'Connor

200 Four Falls Corporate Center, Suite 400

West Conshohocken, PA 19428

Telephone: 610-942-1378

Email: llee@cozen.com

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor). If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

# **Divider Page**

PENNSYLVANIA DEPARTMENT OF STATE  
 CORPORATION BUREAU

Articles/Certificate of Merger  
 (15 Pa.C.S.)

- Domestic Business Corporation (§ 1926)  
 Domestic Nonprofit Corporation (§ 5926)  
 Limited Partnership (§ 8547)

Name: CT CENTER  
 Address: \_\_\_\_\_  
 City: 9547180 State: SO PA Zip Code: \_\_\_\_\_

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania  
 ARTICLES OF MERGER-BUSINESS 9 Page(s)



T1513364030

Fee: \$150 plus \$40 additional for each Party in additional to two

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/~~limited partnership~~ surviving the merger is:  
AllOne Health Group, Inc.

2. Check and complete one of the following:

The surviving corporation/~~limited partnership~~ is a domestic business/~~nonprofit corporation/limited partnership~~ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
				(b) Name of Commercial Registered Office Provider
c/o CT Corporation System				County Dauphin

The surviving corporation/limited partnership is a qualified foreign business/~~nonprofit corporation/limited partnership~~ incorporated/formed under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
				(b) Name of Commercial Registered Office Provider
c/o				County

The surviving corporation/limited partnership is a nonqualified foreign business/~~nonprofit corporation/limited partnership~~ incorporated/formed under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip

2015 MAY 12 AM 9:39

2015 MAY 12 PM 3:26

PA. DEPT. OF STATE

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
Health Resources Corporation, a Massachusetts corporation - not qualified in Pennsylvania			

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
AllOne Health Group, Inc.	- Adopted by the directors pursuant to 15-Pa.C.S. § 1924(b)(2)

6. ~~Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger. The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.~~

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is:

Number and street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned corporation/~~limited partnership~~ has caused these Articles/~~Certificate~~ of Merger to be signed by a duly authorized officer thereof this

12 day of May,  
2015.

AllOne Health Group, Inc.

~~Name of Corporation/Limited Partnership~~

*John P. Moses*  
Signature

John P. Moses, Chairman

Title

Health Resources Corporation

~~Name of Corporation/Limited Partnership~~

*John P. Moses*  
Signature

John P. Moses, Chairman

Title

Exhibit A

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of May 12, 2015, is between AllOne Health Group, Inc., a Pennsylvania corporation ("AHG"), and Health Resources Corporation, a Massachusetts corporation ("HRC").

**BACKGROUND**

WHEREAS, AHG is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania;

WHEREAS, HRC is a corporation organized and existing under the laws of the Commonwealth of Massachusetts and is a wholly owned subsidiary of AHG; and

WHEREAS, each of AHG and HRC has taken all steps necessary and proper to approve this Agreement pursuant to which HRC will merge with and into AHG, with AHG being the surviving corporation, in the manner and under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Merger. At the Effective Time (as defined in Section 2 hereof) and in compliance with the Pennsylvania Business Corporation Law of 1988 (the "PA BCL") and the Massachusetts Business Corporation Act (the "MA BCA") (a) HRC shall merge with and into AHG and the separate existence of HRC shall thereupon cease (the "Merger"), and (b) AHG, as the surviving corporation in the Merger, shall continue its existence and be governed by the laws of the Commonwealth of Pennsylvania. Following the Merger, the corporate existence of HRC will terminate and all of its rights, privileges and immunities shall be merged with and into AHG.

2. Effective Time. Subject to the provisions of this Agreement, the proper officers of each of AHG and HRC shall make and execute whatever certificates, articles and documents are required by the PA BCL and the MA BCA to effectuate the Merger, and cause to be filed, in the manner provided by applicable law, and do all things whatsoever, which may be necessary and proper to effectuate the Merger in accordance with this Agreement and the applicable provisions of the PA BCL and the MA BCA. The Merger shall become effective at the time and on the date of the filing of articles of merger in Pennsylvania and Massachusetts, whichever filing is later, in accordance with the PA BCL and MA BCA, respectively (the time the Merger becomes effective, the "Effective Time").

3. Effect of the Merger. At the Effective Time:

(a) The name of the surviving corporation shall change from "AllOne Health Group, Inc." to "AllOne Health Resources, Inc." and the Articles of Incorporation of AHG shall be amended to reflect such name change. Such amended Articles of Incorporation of the AHG shall continue in full force and effect as the Articles of Incorporation of the surviving corporation.

4. Cancellation of Shares. By virtue of the Merger and without any action on the part of the holder of any shares of capital stock of HRC, all of the shares of capital stock of HRC shall be cancelled and no consideration shall be paid therefor and all rights in respect thereof shall cease to exist, and the shares of capital stock of AHG immediately prior to the Merger shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Merger.

5. Assets and Liabilities. Any and all property, real, personal and mixed, of HRC and any and all debts due to HRC, as well as any and all other things and causes of action belonging to HRC, shall be deemed to be vested in and shall belong to the surviving corporation, without further action, and the title to any real estate, or any interest therein, vested in HRC shall not revert or be in any way impaired by reason of the Merger. The surviving corporation shall be responsible for all the liabilities of HRC.

6. Further Assurances. If at any time after the date hereof, including after the Effective Time, AHG, as the surviving corporation, shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to AHG full title to and possession of all properties, assets, rights, privileges and franchises of HRC, then the persons who are officers and directors of HRC prior to the Merger shall, as such officers and directors, take all such actions and execute and deliver all such instruments as AHG may so determine to be necessary or desirable.

7. Governing Law. This Agreement shall be governed and construed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania, notwithstanding the choice of law rules of such jurisdiction or any other jurisdiction.

8. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

9. Certain Federal Income Tax Matters. The parties understand that for federal income tax purposes, the Merger shall be treated as a "complete liquidation" of HRC into its parent, AHG, within the meaning of §332 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations (the "Regulations") thereunder. Accordingly, the parties agree that:

(a) This Agreement shall constitute a "plan of complete liquidation" for purposes of §332 of the Code and the Regulations thereunder;

(b) The date on which this Agreement is adopted by the Boards of Directors of the parties shall constitute the date of adoption of the aforesaid "plan of complete liquidation."

(c) AHG shall include with its federal income tax return for the year in which the merger takes place the information statement required by §1.332-6 of the Regulations.

(d) HRC shall file IRS Form 966 within thirty (30) days of the date of adoption of this Agreement; and

(e) The parties shall execute such other documents or do all such other acts or things as may be necessary or helpful in carrying out the purposes of this Agreement.

10. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of the signature page to this Agreement by facsimile transmission or portable document format (PDF) shall be effective as delivery of a manually executed counterpart.

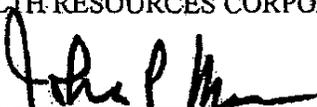
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement and Plan of Merger as of the date first above written.

ALLONE HEALTH GROUP, INC.

By:   
Name: John P. Moses  
Title: Chairman

HEALTH RESOURCES CORPORATION

By:   
Name: John P. Moses  
Title: Chairman



LINDA M. LEE  
SENIOR CORPORATE PARALEGAL  
Direct Dial: 610.941.2378  
Direct Fax: 866.235.4421  
llee@cozen.com

May 12, 2015

Pennsylvania Department of State  
Corporation Bureau  
206 North Office Building  
Harrisburg, PA 17105-8722

Re: AllOne Health Resources, Inc. – Name Reservation

Dear Sir or Madam:

Our firm requested the above-referenced name reservation which began on January 26, 2015 and expires on May 26, 2015, the February 4, 2015 confirmation is attached hereto. This reservation should now be released to CT Corporation System ("CT"), so that CT can proceed to file Articles of Merger.

If you have any questions or require additional information please contact me at 610-941-2378. Thank you.

Very truly yours,  
COZEN O'CONNOR

  
LINDA M. LEE  
Senior Corporate Paralegal

/lml  
Attachment

# **Divider Page**

**PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU**

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**Articles of Amendment-Domestic Corporation**  
(15 Pa.C.S.)

<b>Entity Number</b> 3658559	<input checked="" type="checkbox"/> Business Corporation (§ 1915) <input type="checkbox"/> Nonprofit Corporation (§ 5915)
---------------------------------	--

<b>Name</b> <b>CT - COUNTER</b>	Document will be returned to the name and address you enter to the left.
<b>Address</b>	
<b>City</b> <small>State</small> <small>Zip Code</small> 9551161 SOPA 1	

Fee: \$70

Commonwealth of Pennsylvania  
ARTICLES OF AMENDMENT-BUSINESS 3 Page(s)

  
T1513467059

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:  
AllOne Health Management Solutions, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
19 North Main Street	Wilkes-Barre	PA	18711	Luzerne

(b) Name of Commercial Registered Office Provider: \_\_\_\_\_ County: \_\_\_\_\_  
c/o \_\_\_\_\_

3. The statute by or under which it was incorporated: Business Corporation Law of 1988

4. The date of its incorporation: June 28, 2006

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

2015 MAY 14 PM 1:37

COMM OF PA  
DEPT OF STATE

6. Check one of the following:

- The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

- The amendment adopted by the corporation, set forth in full, is as follows

1. The name of the corporation is: HM Centered Health, Inc.

- The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

- The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

13<sup>th</sup> day of May

2015

AllOne Health Management Solutions, Inc.

Name of Corporation

[Signature]

Signature

Denise S. Cesare, President & Chief Executive Officer

Title

# **Divider Page**

**PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU**

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**Articles of Amendment-Domestic Corporation**  
(15 Pa.C.S.)

<b>Entity Number</b> 3845126	<input checked="" type="checkbox"/> Business Corporation (§ 1915) <input type="checkbox"/> Nonprofit Corporation (§ 5915)
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<b>Name</b> <b>CT - COUNTER</b>	Document will be returned to the name and address you enter to the left.
<b>Address</b>	
<b>City</b> 95511161 SOPA 3	

Fee: \$70

Commonwealth of Pennsylvania  
ARTICLES OF AMENDMENT-BUSINESS 3 Page(s)

  
T1513467060

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:  
**AllOne Health Services, Inc.**

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
19 North Main Street	Wilkes-Barre	PA	18711	Luzerne

(b) Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_  
c/o \_\_\_\_\_

3. The statute by or under which it was incorporated: **Business Corporation Law of 1988**

4. The date of its incorporation: **November 6, 2008**

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

2015 MAY 14 PM 1:37

COMM OF PA  
DEPT OF STATE

6. Check one of the following:

- The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

- The amendment adopted by the corporation, set forth in full, is as follows

1. The name of the corporation is: HM Centered Health Services, Inc.

- The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

- The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

13<sup>th</sup> day of May  
2015

AllOne Health Services, Inc.

Name of Corporation

Denise S. Cesare

Signature

Denise S. Cesare, President & Chief Executive Officer

Title

# **Divider Page**

## FOURTH AMENDMENT TO SPONSORSHIP AGREEMENT

This Fourth Amendment to the Sponsorship Agreement (this “**Amendment**”) is entered into this 17th day of December, 2013, by and between Hospital Services Association of Northeastern Pennsylvania, d/b/a, Blue Cross of Northeastern Pennsylvania (“**BCNEPA**”), and The Commonwealth Medical College (the “**College**”) (hereinafter collectively referred to as the “**Parties**”).

### **RECITALS:**

WHEREAS, BCNEPA and the Commonwealth Medical Education Corporation, a non-profit educational institution associated with the College, entered into a Sponsorship Agreement dated October 23, 2007, an Amendment thereto dated November 26, 2010, a Second Amendment thereto dated August 15, 2011 and a Third Amendment thereto dated January 24, 2013 (such agreement, as so amended, being herein called the “**Sponsorship Agreement**”) pursuant to which, under certain terms and conditions, BCNEPA has provided the College with financial support including Start-Up Expenses (as defined in the Sponsorship Agreement), Academic Program Support (as defined in the Sponsorship Agreement) and Operating Cash Flow Deficit Funding (as defined in the Sponsorship Agreement). On August 4, 2008, there was a corporate name change of the Commonwealth Medical Education Corporation to The Commonwealth Medical College; and

WHEREAS, BCNEPA and the College have agreed to further modify the terms of Sponsorship Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, and intending to be legally bound, the Parties agree as follows:

1. Effective immediately upon the execution and delivery of this Amendment by the Parties hereto, Section 2.1.3 of the Sponsorship Agreement shall be deleted in its entirety, and the following provisions shall be inserted in its place:

#### 2.1.3 Additional Operating Cash Flow Deficit Funding

On the terms and subject to the conditions of this Sponsorship Agreement, BCNEPA agrees to provide additional funding to the College in the amount of \$29 million to be used solely for the purpose of covering or reducing the College’s operating cash flow deficits, such deficits to be determined under generally accepted accounting principles adjusted for non-cash items such as depreciation expense and inclusive of debt service payments and approved capital expenditures (the “**OCFD Funding**”). BCNEPA will contribute such amount to the College on or before December 26, 2013, provided the provisions of Section 6.2 of the Sponsorship Agreement have not been breached by the College. In the event the College does breach the provisions of Section 6.2 of the Sponsorship Agreement, BCNEPA shall have no obligation or liability to provide any

additional funding to the College including, without limitation, the OCFD Funding.

2. Section 2.1 of the Sponsorship Agreement shall be further amended by the addition of the following Subsections 2.1.4, 2.1.5 and 2.1.6.

2.1.4 Fiscal Year 2013 Overpayment

The College acknowledges that the amount of funding which BCNEPA contributed to the College during the fiscal year 2013 exceeded the amount which BCNEPA was obligated to contribute to the College by \$5,485,046 (the “Overfunded Amount”). BCNEPA has agreed not to seek repayment of the Overfunded Amount from the College or to offset the Overfunded Amount against the amount of the additional contribution to the College provided for in Section 2.1.3 of this Amendment. In consideration of BCNEPA not seeking repayment of the Overfunded Amount, the College agrees to use the Overfunded Amount solely for OCFD Funding.

2.1.5 No Additional Funding

Upon the receipt of the \$29 million OCFD Funding provided for in Section 2.1.3 of the Sponsorship Agreement, the College acknowledges and agrees that BCNEPA has no further obligation, commitment or liability to provide additional funds or funding to the College under the terms of the Sponsorship Agreement or any other agreement that may exist between the Parties, or otherwise.

2.1.6. Release

In consideration for the \$29 million of OCFD Funding provided for in Section 2.1.3 of the Sponsorship Agreement, the College hereby releases and forever discharges BCNEPA and its respective officers, directors, employees, agents, attorneys, predecessors, affiliates, successors and assigns (collectively the “**Releasees**”) from and against any and all claims or demand of whatsoever nature, past or present, whether in contract, but specifically excluding any claims or demands arising from the contract between BCNEPA and TCMC for the provision of health insurance, or in tort or under any statute or under any other legal theory, whether at law or in equity, matured or unmatured, fixed or contingent, known or unknown, including any and all manner of actions, causes of action, suits, debts, claims, third-party claims, cross claims, counterclaims, demands, agreements, controversies, judgments, damages and liabilities of any nature whatsoever that the College, has or ever had, or may have now or hereafter against the Releasees that arose from or are related to events occurring on or before the Effective Date of this Amendment, including, without limitations, those relating, directly or indirectly, to the Sponsorship Agreement. This release shall be binding upon the affiliates, successors and assigns of the College, and shall inure to the benefit of the affiliates, successors and assigns of the Releasees.

The Parties hereto acknowledge and agree that the release set forth above shall be construed as broadly as possible.

3. Section 3.1.1 of the Sponsorship Agreement shall be deleted in its entirety, and the following provisions shall be inserted in its place:

3.1.1 During the Term, at least 25% of the College Board shall be individuals appointed by BCNEPA (the "BCNEPA Directors"). In addition to appointing the BCNEPA Directors, BCNEPA shall have the right to nominate two candidates for one additional seat on the College Board. The College Board shall elect or appoint one of the two individuals nominated by BCNEPA to the College Board, after review and recommendation by the Board's Nominating Committee.

4. Article 3 of the Sponsorship Agreement is hereby amended by deleting in their entirety Section 3.6 and Subsection 3.6.1.

5. Effective immediately and upon execution and delivery of this Agreement by the Parties hereto, Section 6.2 of the Sponsorship Agreement shall be hereby deleted in its entirety, and the following provision shall be inserted in its place:

6.2. Public Announcements

The College will make no public announcement, press release or other public statement concerning the transactions described in, or contemplated by Section 2.1.3 and 2.1.4 of the Sponsorship Agreement without the prior written consent of BCNEPA, which consent may be withheld in BCNEPA's sole discretion.

6. Section 8.1 of the Sponsorship Agreement is hereby amended to add a reference to Section 6.2 so that a default in performance or failure to comply with Section 6.2 shall be an "Event of Default" under the Sponsorship Agreement.

7. Section 8.2 of the Sponsorship Agreement is hereby amended to add a reference to Section 6.2 so that a default in performance or failure to comply with the terms of Section 6.2 shall be an immediate Event of Default, and there shall be no cure period with respect thereto.

8. Section 12.7 of the Sponsorship Agreement shall be deleted in its entirety, and the following provision shall be inserted in its place:

Section 12.7 – Assignment

Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party hereto, without the prior written consent of the other Party; provided, however, that, after its contribution of funding provided for in Section 2.1.3, BCNEPA may assign its rights and interests hereunder to any organization which is qualified as a private foundation or public charity under Section 501(c)(3) of the Internal Revenue Code without the prior written consent of the College. If BCNEPA makes such an assignment, neither

BCNEPA nor its successor shall have any continuing interests, rights, duties or obligations to the College under this Agreement.

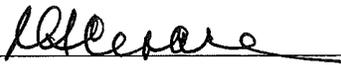
9. The Parties agree and acknowledge that the provisions of this Fourth Amendment are not severable.

10. Except as modified herein, the terms and conditions of the Sponsorship Agreement shall remain in full force and effect.

11. This Fourth Amendment may be executed in any number of counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, facsimile, PDF or other similar electronic means shall be affective as delivery of a manually executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to Sponsorship Agreement this 17th day of December, 2013.

HOSPITAL SERVICE ASSOCIATION OF NORTHEASTERN PENNSYLVANIA,  
d/b/a BLUE CROSS OF NORTHEASTERN PENNSYLVANIA

By: 

Name: Denise S. Cesare

Title: President & CEO

THE COMMONWEALTH MEDICAL COLLEGE

By: 

Name: Steven J. Scheinman, M.D.

Title: President and Dean

# **Divider Page**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(TCMC SPONSORSHIP AGREEMENT)**

This Assignment and Assumption Agreement (TCMC Sponsorship Agreement), dated as of \_\_\_\_\_, 2015 (this “Agreement”), is between Hospital Service Association of Northeastern Pennsylvania d/b/a Blue Cross of Northeastern Pennsylvania (“BCNEPA”), and AllOne Foundation, formerly known as Hospital Service Association of Northeastern Pennsylvania Foundation, d/b/a The Blue Ribbon Foundation of Blue Cross of Northeastern Pennsylvania (“Assignee”).

**Background**

WHEREAS, BCNEPA and The Commonwealth Medical College (“TCMC”) are parties to that certain Sponsorship Agreement dated October 23, 2007, as amended by the Amendment to Sponsorship Agreement dated November 26, 2010, the Second Amendment to Sponsorship Agreement dated August 15, 2011, the Third Amendment to Sponsorship Agreement dated January 24, 2012 and the Fourth Amendment to Sponsorship Agreement dated December 17, 2013 (the “TCMC Sponsorship Agreement”);

WHEREAS, Section 12.7 of the TCMC Sponsorship Agreement provides that BCNEPA may assign its rights and interests under the TCMC Sponsorship Agreement to any organization which is qualified as a private foundation or public charity under Section 501(c)(3) of the Internal Revenue Code without the prior written consent of TCMC, and upon such assignment, neither BCNEPA nor its successor will have any continuing interests, rights, duties or obligations to TCMC under the TCMC Sponsorship Agreement;

WHEREAS, Assignee is private foundation exempt from the payment of federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, BCNEPA entered into that certain Agreement of Merger (the “Merger Agreement”) with Highmark, Inc. (“Highmark”) and Highmark Health, dated as of February 18, 2014, as amended, pursuant to which BCNEPA will, at the closing thereof, be merged with and into Highmark, with Highmark being the surviving corporation (the “Merger”); and

WHEREAS, as permitted by the Merger Agreement, BCNEPA desires to assign to Assignee all of BCNEPA’s rights and interests under the TCMC Sponsorship Agreement, effective immediately prior to the Effective Time (as defined in the Merger Agreement), in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Effective immediately prior to the Effective Time, BCNEPA assigns to Assignee all of BCNEPA’s rights and interests under the TCMC Sponsorship Agreement, and Assignee hereby accepts such assignment and assumes all obligations of BCNEPA under the TCMC Sponsorship Agreement (the “Assignment”). If the Merger Agreement terminates for any reason

before the Closing (as defined in the Merger Agreement), this Agreement and the Assignment shall terminate and be of no further force or effect.

2. BCNEPA represents and warrants to Assignee that it has made all contributions of funding provided for in Section 2.1.3 of the TCMC Sponsorship Agreement.

3. The foregoing Assignment shall in no way expand the rights or remedies of third parties against Assignee as compared to the rights or remedies such parties would have had against BCNEPA had the Assignment not taken place.

4. BCNEPA shall, from time to time, at Assignee's request, execute, acknowledge and deliver to Assignee such other instruments of assignment, transfer, conveyance and delivery and shall take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may request in order to effectuate the Assignment.

5. This Agreement may not be amended or terminated except by a written instrument duly signed by both of the parties hereto and shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

6. This Agreement shall be governed and construed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania, notwithstanding the choice of law rules of such jurisdiction or any other jurisdiction.

7. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of the signature page to this Agreement by facsimile transmission or portable document format (PDF) shall be effective as delivery of a manually executed counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement (TCMC Sponsorship Agreement) as of the date first above written.

**BCNEPA:**

HOSPITAL SERVICE ASSOCIATION OF  
NORTHEASTERN PENNSYLVANIA d/b/a BLUE  
CROSS OF NORTHEASTERN PENNSYLVANIA

By: \_\_\_\_\_  
Name: Denise S. Cesare  
Title: President & CEO

**ASSIGNEE:**

ALLONE FOUNDATION

By: \_\_\_\_\_  
Name: John P. Moses  
Title: Chairman

# **Divider Page**

May 26, 2015

Highmark Inc.  
Fifth Avenue Place  
120 Fifth Avenue  
Pittsburgh, PA 15222-3099  
Attention: President

Highmark Health  
Fifth Avenue Place  
120 Fifth Avenue  
Pittsburgh, PA 15222-3099  
Attention: Chief Executive Officer and  
President

Re: Contribution of Appreciated Securities

Dear Sir/Madam:

Reference is hereby made to that certain Agreement of Merger (the "Merger Agreement") among Hospital Service Association of Northeastern Pennsylvania d/b/a Blue Cross of Northeastern Pennsylvania ("BCNEPA"), Highmark, Inc. ("Highmark") and Highmark Health ("Highmark Health" and together with Highmark, the "Highmark Entities"), dated as of February 18, 2014, as amended, pursuant to which BCNEPA will, at the closing thereof, be merged with and into Highmark, with Highmark being the surviving corporation (the "Merger"). Capitalized terms used but not otherwise defined in this letter agreement (the "Letter Agreement") shall have the meanings ascribed to such terms in the Merger Agreement.

Pursuant to Sections 3.1(c)(v) and 8.14(rr) of the Merger Agreement, BCNEPA has the right (and no consent of Highmark is needed), on the Closing Date, but prior to the Effective Time, to make to one or more Charitable Organizations, out of its surplus capital, a contribution up to the total amount of \$90,000,000, less any permitted cash contributions to AllOne Health Resources, Inc., the surviving entity of the merger of Health Resources Corporation with and into AllOne Health Group, Inc. ("AHR"), not to exceed an aggregate amount of \$20,000,000. Hospital Service Association of Northeastern Pennsylvania Foundation, which intends to change its name to "AllOne Foundation" immediately prior to the consummation of the Merger ("AllOne Foundation"), and AllOne Charities (collectively with AllOne Foundation, the "AllOne Entities" and each, an "AllOne Entity") are intended to qualify as Charitable Organizations pursuant to Sections 8.14(oo)(i) and (ii) of the Merger Agreement. BCNEPA has decided to contribute (a) \$20,000,000 to AHR, (b) \$10,000,000 to AllOne Charities (the "Charities Contribution"), and (c) \$60,000,000 to AllOne Foundation (the "Foundation Contribution"). The Highmark Entities have requested that BCNEPA contribute a portion of the Charities Contribution and the Foundation Contribution in securities ("Securities"). BCNEPA and the AllOne Entities are willing to accommodate such request, subject to the terms and conditions of this Letter Agreement.

BCNEPA will contribute (on the Closing Date, but prior to the Effective Time), out of its surplus capital, to the accounts designated in advance by AHR, AllOne Charities and AllOne Foundation, as applicable, (a) \$20,000,000 in cash to AHR, (b) a total of \$10,000,000, consisting of Securities with an aggregate market price equal to the aggregate market price of the Charities Securities (as defined below) set forth on the Identification Statement (as defined below) of not

less than \$7,500,000 and not more than \$9,500,000, and the balance in cash, to AllOne Charities (the “Charities Securities”), and (c) a total of \$60,000,000, consisting of Securities with an aggregate market price equal to the aggregate market price of the Foundation Securities (as defined below) set forth on the Identification Statement of not less than \$50,000,000 and not more than \$59,000,000, and the balance in cash, to AllOne Foundation (the “Foundation Securities” and together with the Charities Securities, the “Contributed Securities” and individually, a “Contributed Security”). The Contributed Securities shall consist of shares of exchange traded funds holding common stock for which market prices are readily available to the public.

On the morning of the Business Day immediately prior to the Closing Date, Bruce Sickel, Vice President and Assistant Treasurer of BCNEPA, or, if he is unavailable, another authorized representative of BCNEPA, will deliver to the AllOne Entities and the Highmark Entities a statement (the “Identification Statement”) which shall identify (including by ticker symbol) and list the number of shares of each Contributed Security, the AllOne Entity that will be the transferee of such Contributed Security, the market price of each such Contributed Security as reported by the applicable exchange on which such Contributed Security is traded on its publicly available website as of the close of business on the Business Day immediately prior to delivery of the Identification Statement, and the aggregate fair market value of all of the Charities Securities and of all of the Foundation Securities, in each case together with reasonably detailed supporting documentation for such market prices. BCNEPA will, pursuant to Section 3.1(c)(v) of the Merger Agreement, make the contributions of the Contributed Securities to the AllOne Entities (on the Closing Date, but prior to the Effective Time), out of its surplus capital, in accordance with the Identification Statement.

The AllOne Entities intend to sell all of the Contributed Securities as promptly as possible following the Effective Time. With respect to all sales of Contributed Securities occurring not later than the end of the second full Trading Day (as defined below) following such AllOne Entity’s receipt of custody of the applicable Contributed Security (the “Trading Window”) (collectively, the “Qualified Securities” and each a “Qualified Security”), the AllOne Entities will cause to be prepared and delivered (after the sale of all of the Qualified Securities and receipt of the proceeds therefrom) to Highmark, as successor to BCNEPA in the Merger, a statement (the “Sale Statement”) which shall (a) identify such Qualified Security (including by ticker symbol) and list the number of shares of such Qualified Security sold and the amount of proceeds from the sale thereof by or for the account of AllOne Charities, less any transaction costs and expenses incurred by AllOne Charities in connection with selling such Qualified Securities (such amount, the “Charities Net Proceeds”), and (b) identify such Qualified Security (including by ticker symbol) and list the number of shares of such Qualified Security sold and the amount of proceeds from the sale thereof by or for the account of the AllOne Foundation, less any transaction costs and expenses incurred by AllOne Foundation in connection with selling such Qualified Securities (such amount, the “Foundation Net Proceeds”), together with copies of brokerage account statements and, to the extent available from the brokerage firm, any other documents reasonably requested by Highmark to verify the occurrence of such sale(s) of Qualified Securities and the amount of the Charities Net Proceeds and Foundation Net Proceeds. Bruce Sickel, or, if he is unavailable, any other authorized representative of Highmark reasonably requested by the AllOne Entities, shall assist the AllOne Entities in preparing the Sale Statement. The Sale Statement shall, in the absence of manifest error, be conclusively deemed

correct and binding on the parties. The Highmark Entities shall not be permitted to challenge the sale price, the manner of sale, the costs and expenses of the sale, or any other aspect of the sale of the Qualified Securities and neither of the AllOne Entities shall have any obligation (fiduciary or otherwise) to act in any manner in an attempt to maximize the sale price of any Qualified Securities or minimize the transaction costs and expenses of selling the Qualified Securities. For purposes of this Letter Agreement, "Trading Day" shall mean any day on which the principal exchange on which such Qualified Security is traded is open for the entire day in accordance with the customary practices of such exchange and such Qualified Security is available to be traded for the entire day (and no trading suspensions have occurred).

To address the risk to the AllOne Entities of reduction in market value of the Qualified Securities during the Trading Window and reimburse the transaction costs and expenses incurred by the AllOne Entities in connection with selling such Qualified Securities, (x) if the Charities Net Proceeds as set forth in the Sale Statement are less than the aggregate market price of such Qualified Securities transferred to AllOne Charities, as set forth on the Identification Statement (if any, the "Charities Deficit") and/or (y) if the Foundation Net Proceeds as set forth in the Sale Statement are less than the aggregate market price of such Qualified Securities transferred to AllOne Foundation, as set forth on the Identification Statement (if any, the "Foundation Deficit" and together with the Charities Deficit, the "Deficit"), then, within two Business Days of the delivery of the Sale Statement to Highmark, Highmark shall cause to be contributed, by wire transfer, to AllOne Charities and AllOne Foundation, as applicable, an amount equal to such Charities Deficit or Foundation Deficit, as applicable, in cash, to the account(s) designated by the applicable AllOne Entity. If either the Charities Net Proceeds or Foundation Net Proceeds as set forth in the Sale Statement are equal to or greater than the aggregate market prices of such Qualified Securities set forth on the Identification Statement, neither AllOne Entity shall have any obligation to refund any excess. If Highmark does not contribute to the applicable AllOne Entity an amount equal to the Deficit (if any) within two Business Days of the delivery of the Sale Statement to Highmark or otherwise pay to the applicable AllOne Entity within two Business Days from the date that any demand is made on Highmark for payment of any amount payable by Highmark pursuant to this Letter Agreement, interest on the outstanding balance of such Deficit or such other amount payable by Highmark pursuant to this Letter Agreement shall accrue at a rate equal to 12% per annum, compounded annually, until paid in full to the applicable AllOne Entity, whether before or after any judgment or settlement. Highmark shall pay, on demand, all costs and expenses, including without limitation, all attorneys' fees, costs and expenses, which either or both of the AllOne Entities may incur in connection with attempting to collect or collecting any Deficit or other amount payable by Highmark pursuant to this Letter Agreement or settling any dispute in connection with this Letter Agreement.

This Letter Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Letter Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

This Letter Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. This Letter Agreement may be executed and delivered by facsimile or pdf and,

upon such delivery, the facsimile or pdf will be deemed to have the same effect as if the original signature had been delivered to the other parties.

[SIGNATURE PAGE FOLLOWS]

Please indicate your agreement with, and your intention to be legally bound by, the foregoing by executing this Letter Agreement and delivering it to the undersigned, whereupon this Letter Agreement shall become a legally binding agreement.

Very truly yours,

HOSPITAL SERVICE ASSOCIATION OF  
NORTHEASTERN PENNSYLVANIA d/b/a  
BLUE CROSS OF NORTHEASTERN  
PENNSYLVANIA

By: Denise S. Cesare  
Name: Denise S. Cesare  
Title: President & CEO

HOSPITAL SERVICE ASSOCIATION OF  
NORTHEASTERN PENNSYLVANIA  
FOUNDATION

By: \_\_\_\_\_  
Name: John P. Moses  
Title: Chairman

ALLONE CHARITIES

By: \_\_\_\_\_  
Name: John P. Moses  
Title: Chairman

AGREED AND ACCEPTED:

HIGHMARK INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HIGHMARK HEALTH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

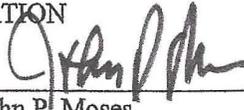
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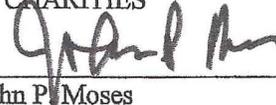
HOSPITAL SERVICE ASSOCIATION OF  
NORTHEASTERN PENNSYLVANIA d/b/a  
BLUE CROSS OF NORTHEASTERN  
PENNSYLVANIA

By: \_\_\_\_\_  
Name: Denise S. Cesare  
Title: President & CEO

HOSPITAL SERVICE ASSOCIATION OF  
NORTHEASTERN PENNSYLVANIA  
FOUNDATION

By:  \_\_\_\_\_  
Name: John P. Moses  
Title: Chairman

ALLONE CHARITIES

By:  \_\_\_\_\_  
Name: John P. Moses  
Title: Chairman

AGREED AND ACCEPTED:

HIGHMARK INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HIGHMARK HEALTH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Very truly yours,

HOSPITAL SERVICE ASSOCIATION OF  
NORTHEASTERN PENNSYLVANIA d/b/a  
BLUE CROSS OF NORTHEASTERN  
PENNSYLVANIA

By: \_\_\_\_\_  
Name: Denise S. Cesare  
Title: President & CEO

HOSPITAL SERVICE ASSOCIATION OF  
NORTHEASTERN PENNSYLVANIA  
FOUNDATION

By: \_\_\_\_\_  
Name: John P. Moses  
Title: Chairman

ALLONE CHARITIES

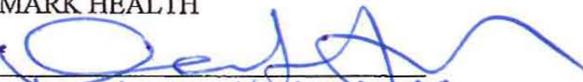
By: \_\_\_\_\_  
Name: John P. Moses  
Title: Chairman

AGREED AND ACCEPTED:

HIGHMARK INC.

By:   
Name: DEBRAH RICE-JOHNSON  
Title: PRESIDENT, HIGHMARK, INC.

HIGHMARK HEALTH

By:   
Name: DAVID L. HOLMBERG  
Title: PRESIDENT & CEO