



July 26, 2011

Re: Amendment to Agent Agreement

Dear Agent:

This "Letter Amendment" will amend your United Health Care Insurance Company Agent Agreement (the "Agreement"), effective September 1, 2011, as follows:

1. The Agreement is hereby amended to replace the list of "Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare Institutional SNP Plans" set forth in the 2011 MA and PDP Annual Commission Schedule with the list of "Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare Institutional SNP Plans" attached hereto as Exhibit 1, effective for applications signed between September 1, 2011 and November 30, 2011 which result in plan enrollments before December 31, 2011.
2. The Agreement is hereby amended to include the 2012 MA and PDP Annual Commission Schedule attached hereto as Exhibit 2.
3. The Agreement is hereby amended to supplement the commission schedule in Article IV of Exhibit A of the Agreement, entitled "Medicare Supplement Insurance Plans Which Carry the UnitedHealthcare (non-AARP branded) Name", with the commission schedule attached hereto as Exhibit 3 for applications with effective dates on or after October 1, 2011.
4. The Agreement is hereby amended to supplement the commission schedule in Article V of Exhibit A of the Agreement, entitled "Medicare Supplement Insurance Plans – AARP Branded", with the commission schedule attached hereto as Exhibit 4 for applications with effective dates on or after January 1, 2012.
5. The Agreement is hereby amended to amend and restate the list of affiliates under Section VII of Exhibit A of the Agreement, entitled "List of Affiliates", by replacing such list in its entirety with the "List of Affiliates" attached hereto as Exhibit 5.
6. The definition of "Medicare Laws and Regulations" in Section 1.10 of the Agreement and the definition of "Marketing Guidelines" in Section 2.4 of the Agreement are hereby amended to include the revised CMS "Medicare Marketing Guidelines for Medicare Advantage, Medicare Prescription Drug Plans, Prescription Drug Plans and 1876 Cost plans" effective May 17, 2011 and any subsequent revisions and guidance regarding the forgoing that may be issued by CMS.
7. In the event that Agent does not agree to the amendments set forth in this Letter Agreement, Agent must notify the Company that Agent is terminating the Agreement within thirty (30) days following the date of this Letter Amendment, in which case the Agreement shall be immediately terminated.

8. The terms and conditions set forth in the Agreement, as amended and modified by this Letter Agreement, shall continue in full force and effect. In the event there is any inconsistency or conflict between the provisions in this Letter Amendment and those in the Agreement, the provisions in this Letter Amendment will supersede and control. Unless otherwise defined in this Letter Amendment, all capitalized terms contained in this Letter Amendment shall be defined as set forth in the Agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mark Phillips".

Mark Phillips
Chief Sales and Distribution Officer

Exhibit 1

Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare Institutional SNP Plans for applications signed between September 1, 2011 and November 30, 2011 and Member Effective Dates beginning October 1, 2011 and continuing through December 31, 2011

Product	State: Counties
SecureHorizons MedicareComplete Choice (R5342-001), SecureHorizons MedicareComplete Choice Essential (R5342-002), Evercare Plan RDP (R5342-003)	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester
AARP MedicareComplete Choice Plan 2 (R5287-001), AARP MedicareComplete Choice Plan 3 (R5287-002)	Florida: Miami-Dade, Broward, Palm Beach, St. Lucie
AARP MedicareComplete Choice Regional Preferred Provider Organization (R7444-001)	Massachusetts: Barnstable, Bristol, Dukes, Essex, Franklin, Hampshire, Middlesex, Norfolk, Suffolk, Nantucket, Plymouth, Worcester
Evercare Plan DH (H0303-034)	Arizona: Maricopa, Pima, Pinal
Evercare Plan DP (H0710-002)	Connecticut: Fairfield, Hartford, Litchfield, New Haven, Tolland, Windham
Evercare Plan RDP (R3175-003)	Hawaii: Honolulu
Evercare Plan DH (H5440-001)	Florida: Hillsborough, Pasco, Pinellas, Polk
Evercare Plan RDP (R5287-003)	Florida: Statewide (Regional PPO)
Evercare Plan DH (H1080-036)	Florida: Charlotte, Hernando, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota
Evercare Plan DH (H0543-141)	California: San Diego
Evercare Plan DP (H1303-004)	Idaho: Ada, Canyon
Evercare Plan DP (H1717-007)	Kansas: Johnson, Wyandotte, Sedgwick
Evercare Plan DH (H3749-011)	Oklahoma: Canadian, Cleveland, Oklahoma, Pottawatomie
Evercare Plan DH-POS (H3887-002)	Illinois: Cook, Du Page, Kane, Lake
Evercare Plan DH (H4604-006)	Utah: Box Elder, Davis, Morgan, Salt Lake, Summit, Wasatch, Weber
Evercare Plan DH-POS (H7187-002)	Virginia: Chesterfield, Goochland, Hanover, Henrico, Richmond City
UnitedHealthcare MedicareComplete Essential (H3920-007)	Pennsylvania: Adams, Allegheny, Beaver, Berks, Butler, Cumberland, Dauphin, Erie, Lackawanna, Lancaster, Lehigh, Luzerne, Mercer, Northampton, Perry, Somerset, Westmoreland, York
AARP MedicareComplete Plus (H1286-004)	Oregon: Clackamas, Marion, Multnomah, Washington
Physicians Health Choice Care (H4527-008)	Texas: Nueces
Physicians Health Choice Care (H4527-026)	Texas: Travis
Physicians Health Choice Care (H4527-030)	Texas: Cameron, Hidalgo
Citrus Basic (H5407-024)	Florida: Brevard, Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, Sumter
Citrus Basic (H5407-029)	Florida: Hillsborough, Pasco, Pinellas, Polk
All Evercare Institutional SNP Plans	All Counties in All States

**Non-Commissionable Counties for UnitedHealthcare MedicareDirect PFFS Plans
H5435-001, H5435-014, H5435-024**

<u>State</u>	<u>County</u>
AR	Ashley
AR	Dallas
AR	Howard
AR	Izard
AR	Lee
AR	St Francis
CA	Shasta
GA	Camden
GA	Catoosa
GA	Chattahoochee
GA	Clarke
GA	Dade
GA	Glynn
GA	Greene
GA	Mc Intosh
GA	Marion
GA	Morgan
GA	Oconee
GA	Oglethorpe
GA	Stewart
GA	Walker
GA	Webster
ID	Franklin
IA	Carroll
IA	Cerro Gordo
IA	Decatur
IA	Hancock
IA	Howard
IA	Kossuth
IA	Mitchell
IA	Palo Alto
IA	Worth
KS	Bourbon
KY	Bourbon
KY	Scott
LA	Allen
LA	Calcasieu
LA	Cameron
LA	Terrebonne
LA	Vermilion
ME	Piscataquis
ME	Somerset
MI	Dickinson
MI	Marquette
MI	Menominee
MO	Benton
MO	Carroll
MO	Clinton
MO	Livingston
MO	Ozark
<u>State</u>	<u>County</u>

MO St Clair
NE Cuming
NE Gage
NE Jefferson
NE Wayne
NH Carroll
NH Hillsboro
NH Rockingham
ND Burleigh
ND Cavalier
ND Eddy
ND Emmons
ND Foster
ND Kidder
ND Logan
ND Mc Intosh
ND Morton
ND Oliver
ND Pembina
ND Sioux
ND Walsh
SD Aurora
SD Beadle
SD Bon Homme
SD Brule
SD Buffalo
SD Butte
SD Campbell
SD Charles Mix
SD Clark
SD Clay
SD Codington
SD Custer
SD Davison
SD Douglas
SD Edmunds
SD Fall River
SD Gregory
SD Hand
SD Hanson
SD Hughes
SD Hutchinson
SD Jerauld
SD Kingsbury
SD Lake
SD Lawrence
SD Lyman
SD Mc Cook
SD Mc Pherson
SD Meade
SD Miner
SD Sanborn
SD Spink
SD Stanley
State **County**
SD Tripp

SD	Turner
SD	Union
SD	Yankton
TN	Benton
TN	Henry
TN	Jackson
TX	Bandera
TX	Bee
TX	Caldwell
TX	Camp
TX	Dimmit
TX	Fayette
TX	Franklin
TX	Grimes
TX	Hopkins
TX	Jim Wells
TX	Zavala
VA	Bedford City
VA	Bedford
VA	Craig
VA	Floyd
VA	Lexington
WI	Kewaunee
WI	Oconto

Exhibit 2

**UNITEDHEALTHCARE INSURANCE COMPANY
PDP AND MA PLANS
ANNUAL COMMISSION SCHEDULE FOR 2012**

I. PDP PLANS

“Initial Year” Commissions -- New Enrollments for CMS Contract Year 2012

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year” commission specified below for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2012 CMS Contract Year, beginning with January 1, 2012 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the “Renewal Year” commission specified below to the “Initial Year” commission specified below. **“Initial Year” commissions will not be paid if the individual was already enrolled in a PDP Plan at the time of enrollment.** The commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the PDP Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of the “Renewal Year” commission will be made following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials. Any required adjustment from the “Renewal Year” commission to the “Initial Year” commission will be made following CMS’s identification that the individual is in an IEP or new to the PDP Program.

Initial Year Commissions: **\$55**

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

“Renewal Year” Commissions – Renewal Enrollments for CMS Contract Year 2012; Subsequent CMS Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2012

The Company shall pay Agent the following renewal commissions for each individual properly enrolled in a Company PDP Plan which Agent is approved and authorized to market and promote for the 2012 CMS Contract Year beginning with January 1, 2012 effective enrollments and who remains in a Company PDP Plan in subsequent CMS Contract Years. If Agent receives the “Initial Year” commission for the 2012 CMS Contract Year, Agent shall be entitled to renewal commissions for up to ten (10) renewal years following the individual’s initial enrollment year, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions. If Agent receives the “Renewal Year” commission for an enrollment effective on or after January 1, 2012 for the 2012 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to a total of ten (10) renewal years beginning with the 2012 CMS Contract Year, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions. The renewal commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the PDP Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level.

Renewal Year Commissions: **\$28**

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

II. ALL MEDICARE ADVANTAGE PLANS

“Initial Year” Commissions -- New Enrollments for CMS Contract Year 2012

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year” commission specified below for each individual enrolled in one of the Company’s MA Plans which Agent is approved and authorized to market and promote for the 2012 CMS Contract Year, beginning with January 1, 2012 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent for the individual from the “Renewal Year” commission specified below to the “Initial Year” commission specified below. **“Initial Year” commissions will not be paid if the individual was already enrolled in an MA Plan at the time of enrollment.** The commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the MA Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of the “Renewal Year” commission will be made following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials. Any required adjustment from the “Renewal Year” commission to the “Initial Year” commission will be made following CMS’s identification that the individual is in an IEP or new to the MA Program.

Initial Year Commissions

CALIFORNIA/NEW JERSEY: **\$503**

CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: **\$453**

ALL OTHER STATES: **\$402**

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

“Renewal Year” Commissions – Renewal Enrollments for CMS Contract Year 2012; Subsequent CMS Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2012

The Company shall pay Agent the following renewal commissions for each individual properly enrolled in one of the Company’s MA Plans which Agent is approved and authorized to market and promote for the 2012 CMS Contract Year beginning with January 1, 2012 effective enrollments and who remain in a Company MA Plan in subsequent CMS Contract Years. If Agent receives the “Initial Year” commission for the 2012 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to ten (10) renewal years following the individual’s initial enrollment year, provided that the individual remains enrolled in a Company MA Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions. If Agent receives the “Renewal Year” commission for an enrollment effective on or after January 1, 2012 for the 2012 CMS Contract Year, Agent shall be entitled to earn renewal commissions for up to a total of ten (10) renewal years beginning with the 2012 CMS Contract Year, provided that the individual remains enrolled in a Company MA Plan throughout each renewal year and Agent meets all requirements for earning renewal commissions. The renewal commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the Company MA Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level.

Renewal Year Commissions

CALIFORNIA/NEW JERSEY: **\$252**

CONNECTICUT/PENNSYLVANIA/DISTRICT OF COLUMBIA: **\$227**

ALL OTHER STATES: \$201

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent submits paper based enrollments, the Company reserves the right to charge Agent an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

Non-Commissionable Counties for Specified HMO, PPO, AmeriChoice/Evercare Dual SNP and Evercare Institutional SNP Plans for Member Effective Dates Starting January 1, 2012

Product	State: Counties
UnitedHealthcare MedicareComplete Choice (R5342-001), UnitedHealthcare MedicareComplete Choice Essential (R5342-002), UnitedHealthcare Dual Complete RP (R5342-003)	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester
AARP MedicareComplete Choice Plan 2 (R5287-001), AARP MedicareComplete Choice Plan 3 (R5287-002)	Florida: Miami-Dade, Broward, Palm Beach, St. Lucie
AARP MedicareComplete Choice Regional Preferred Provider Organization (R7444-001)	Massachusetts: Barnstable, Bristol, Dukes, Essex, Franklin, Hampshire, Middlesex, Norfolk, Suffolk, Nantucket, Plymouth, Worcester
UnitedHealthcare Dual Complete LP (H0303-034)	Arizona: Maricopa, Pima, Pinal
UnitedHealthcare Dual Complete (H0710-002)	Connecticut: Fairfield, Hartford, Litchfield, New Haven, Tolland, Windham
UnitedHealthcare Dual Complete RP (R3175-003)	Hawaii: Honolulu
UnitedHealthcare Dual Complete EV (H5440-001)	Florida: Hillsborough, Pasco, Pinellas, Polk
UnitedHealthcare Dual Complete RP (R5287-003)	Florida: Miami-Dade
UnitedHealthcare Dual Complete LP (H1080-036)	Florida: Charlotte, Hernando, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota
All UnitedHealthcare Institutional SNP Plans	All Counties in All States

Exhibit 3

IV. MEDICARE SUPPLEMENT INSURANCE PLANS WHICH CARRY THE UNITEDHEALTHCARE (NON-AARP BRANDED) NAME- FOR APPLICATIONS WITH EFFECTIVE DATES ON OR AFTER OCTOBER 1, 2011

The Company will compensate Agent as follows for each individual properly enrolled in a Medicare Supplement insurance plan which carries the UnitedHealthcare name (“UnitedHealthcare Med Supp Plan”) which Agent is approved and authorized to market and promote.

The following compensation schedules have been filed for approval with the applicable state regulatory agencies and are subject to state approval. The Company may modify the compensation rates as required for state approval.

The commission payments listed below at each level are net of compensation payable to all lower sales levels. To the extent any sales level is not involved in the sale of the UnitedHealthcare Med Supp Plan, the compensation payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of commission will be made following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials.

**UnitedHealthcare Medicare Supplement Insurance Plans
Commission Schedule Ages 65+**

States: IL, MI

Plans: All available plans except A, K, and L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$230.00	\$230.00

Plans A, K, L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$115.00	\$115.00

States: CA

Plans: All available plans except A, K, and L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$300.00	\$300.00

Plans A, K, L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$150.00	\$150.00

States: AL, AZ, GA, IN, KS, KY, LA, MD, MO, NC, NV, OH, PA, SC, TN, TX*

Plans: All available plans except A, K, and L

Plans A, K, L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$210.00	\$210.00

* TX Commission paid for Years 1 to 7

States: IA, MS, OK
Plans: All available plans except A, K, and L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$170.00	\$170.00

States: OR
Plans: All available plans except A, K, and L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$150.00	\$150.00

States: CO
Plans: All available plans

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$150.00	\$150.00

States: WI*
Plans: WI Basic Plan

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$190.00	\$190.00

*Commissions not payable for riders in WI

States: WV**
Plans: All available plans except A, K, and L

Years 1-5		
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Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$105.00	\$105.00

Plans A, K, L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$85.00	\$85.00

Plans A, K, L

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$75.00	\$75.00

Plans A, K, L

Years 1-5		
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Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$230.00	\$230.00

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$115.00	\$115.00

**** WV Commission paid for Years 1 to 5**

States: WA

Plans: All available plans

All Years		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	8.00%	8.00%

Payment of the above commissions shall be made in compliance with applicable state laws and regulations and subject to the provisions of the Agreement, including the following terms and conditions:

- a. Commissions due to Agent are based on the collected premium amount (except in Washington, where it shall be based on the current premium amount) received by Company.
- b. Commissions are payable only when premium payments are current and no late premium payments are due. Agent shall not be entitled to commissions (including over-riding commissions) on premiums which would be owed for any UnitedHealthcare Med Supp Plan but which have been waived by the Company.
- c. A nine-month commission advance is paid on all UnitedHealthcare Med Supp Plan sales once the first month premium has been paid (except in limited circumstances as may be determined by the Company).
- d. No commission will be paid for any plan change from an existing UnitedHealthcare Med Supp Plan to another UnitedHealthcare Med Supp Plan.
- e. Commissions are not payable for any sale of an UnitedHealthcare Med Supp Plan where the applicant's premium will be paid (in whole or in part) by a third-party payer. Note that third-party payer does not include a family member or personal guardian of the applicant.
- f. Commissions are not payable for any individual/applicant who is under the age of 65 as of their plan effective date except in the following states where required: CA (during the first six months of Part B enrollment for a beneficiary entitled to Medicare due to disability), CO, IL, KS, MO, OR, PA and WI. In these states, the age 65+ commission applies.
- g. If any UnitedHealthcare Med Supp Plan lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay compensation hereunder for such UnitedHealthcare Med Supp Plan unless said plan is reinstated through the direct efforts of Agent, as determined by the Company.
- h. Notwithstanding for commissions payable in the state of Washington, the Company shall have the right to cumulate any commissions due to Agent until such commissions equal at least twenty dollars (\$20.00).
- i. If the Company refunds any premium for any reason, Agent is indebted to the Company for any Agent commissions paid on that premium. Agent shall reimburse the Company for the premiums

- and commissions within thirty (30) days of the Company's written request. The Company may recover commissions in any lawful way.
- j. Any unearned commissions will be recovered on lapses (terminations of coverage). In the event of death, the Agent is paid commission through the end of the month in which the policyholder died.
 - k. Any unearned commissions paid on an UnitedHealthcare Med Supp Plan that is terminated or surrendered will be charged back in full to all levels that were paid for that plan.
 - Charge-backs will be recovered from the next available commission check.
 - If there is not enough new business to offset this charge-back, the balance of the charge-back is rolled to the next commission statement. This continues until the charge-back is repaid in full.
 - l. Commissions are not payable for any sale of an UnitedHealthcare Med Supp Plan to an individual who may be eligible for UnitedHealthcare branded coverage through intermediary organizations such as employers, unions or other groups.

Exhibit 4

V. MEDICARE SUPPLEMENT INSURANCE PLANS WHICH CARRY THE AARP NAME - FOR APPLICATIONS WITH EFFECTIVE DATES ON OR AFTER JANUARY 1, 2012

The Company will compensate Agent as follows for each individual properly enrolled in a Medicare Supplement insurance plan which carries the AARP name (“AARP Med Supp Plan”) which Agent is approved and authorized to market and promote.

The commission payments listed below at each level are net of compensation payable to all lower sales levels. To the extent any sales level is not involved in the sale of the AARP Med Supp Plan, the compensation payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of commission will be made following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials.

The following compensation schedules have been filed for approval with the applicable state regulatory agencies and are subject to state approval. The Company may modify the compensation rates as required for state approval.

**AARP Medicare Supplement Plans
Commission Schedule Age 65+**

States: AR, IL, MI, NJ

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$230.00

Years 1-6	
Agent	\$115.00

States: NM, UT and WI*

Plans Plan Codes B01, C01, CS1, F01, FS1, N01, MW1, NW1 (All available plans except A, K, L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$190.00

Years 1-6	
Agent	\$95.00

*Commissions not payable for riders in WI

States: CA, NY

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$300.00

Years 1-6	
Agent	\$150.00

States: AL, AZ, CT, DE, FL, GA, ID, IN, KS, KY, LA, MA, MD, ME, MO, NC, NE, NH, NV, OH, PA, SC, TN, TX*

Plans Plan Codes B01, C01, CS1, F01, FS1, MY1, N01 (All available plans except A, K, L, and MA Core Plan)

Plan Codes A01, K01, L01, MX1 (Plans A, K, L, and MA Core Plan)

Years 1-6	
Agent	\$210.00

Years 1-6	
Agent	\$105.00

* TX Commission paid for Years 1 to 7

States: DC, IA, MS, MT, ND, OK, RI, VA, VT, WY

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$170.00

Years 1-6	
Agent	\$85.00

States: AK, HI, OR, SD

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$150.00

Years 1-6	
Agent	\$75.00

States: CO

Plans Plan Codes A01, B01, C01, CS1, F01, FS1, K01, L01, N01 (All available plans)

Years 1-6	
Agent	\$150.00

States: GU, PR, VI

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$110.00

Years 1-6	
Agent	\$55.00

States: MN*
Plans Plan Codes N01, UW1 (All available plans except K, L, and MN Basic Plan)

Plan Codes K01, L01, TW1 (Plans K, L and MN Basic Plan)

Years 1-6	
Agent	\$230.00

Years 1-6	
Agent	\$150.00

*Commissions not payable for riders in MN

States: WV**
Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-5	
Agent	\$230.00

Years 1-5	
Agent	\$115.00

** WV Commission paid for Years 1 to 5

States: WA
Plans Plan Codes A01, B01, C01, CS1, F01, FS1, K01, L01, N01 (All available plans)

All years certificate is in force	
Agent	8.00%

Payment of the above commissions shall be made in compliance with applicable state laws and regulations and subject to the provisions of the Agreement, including the following terms and conditions:

- a. Commissions due to Agent are based on the collected premium amount (except in Washington, where it shall be based on the current premium amount) received by Company.
- b. Commissions are payable only when premium payments are current and no late premium payments are due. Agent shall not be entitled to commissions (including over-riding commissions) on premiums which would be owed for any AARP Med Supp Plan but which have been waived by the Company.
- c. A nine-month commission advance is paid on all AARP Med Supp Plan sales once the first month premium has been paid (except in other limited circumstances as may be determined by the Company).
- d. No commission will be paid for any plan change from an existing AARP Med Supp Plan to another AARP Med Supp Plan.
- e. Commissions are not payable for any sale of an AARP Med Supp Plan where the applicant's premium will be paid (in whole or in part) by a third-party payer. Note that third-party payer does not include a family member or personal guardian of the applicant.
- f. Commissions are not payable for any individual/applicant who is under the age of 65 as of their plan effective date except in the following states where required: CA (during the first six months of Part B enrollment for a beneficiary entitled to Medicare due to disability), CO, FL, IL, KS, ME

(open enrollment and guarantee issue only), MO, OR, PA and WI. In these states, the age 65+ commission applies.

- g. If any AARP Med Supp Plan lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay compensation hereunder for such AARP Med Supp Plan unless said plan is reinstated through the direct efforts of Agent, as determined by the Company.
- h. Notwithstanding for commissions payable in the state of Washington, the Company shall have the right to cumulate any commissions due to Agent until such commissions equal at least twenty dollars (\$20.00).
- i. If the Company refunds any premium for any reason, Agent is indebted to the Company for any Agent commissions paid on that premium. Agent shall reimburse the Company for the premiums and commissions within thirty (30) days of the Company's written request. The Company may recover commissions in any lawful way.
- j. Any unearned commissions will be recovered on lapses (terminations of coverage). In the event of death, the Agent is paid commission through the end of the month in which the member died.
- k. Any unearned commissions paid on an AARP Med Supp Plan that is terminated or surrendered will be charged back in full to all levels that were paid for that plan.
 - Charge-backs will be recovered from the next available commission check.
 - If there is not enough new business to offset this charge-back, the balance of the charge-back is rolled to the next commission statement. This continues until the charge-back is repaid in full.
- l. Commissions are not payable for any sale of an AARP Med Supp Plan to an individual who may be eligible for AARP branded coverage through intermediary organizations such as employers, unions or other groups.

Exhibit 5

VII. LIST OF AFFILIATES

Affiliates offering PDP Plans in filed and approved areas

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering MA Plans including Local HMO, PPO and Special Needs Plans

UnitedHealthcare Plan of the River Valley, Inc.	UnitedHealthcare Insurance Company
Oxford Health Plans (CT), Inc.	UnitedHealthcare of Alabama, Inc.
Oxford Health Plans (NJ), Inc.	UnitedHealthcare of Arizona, Inc.
Oxford Health Plans (NY), Inc.	UnitedHealthcare of Arkansas, Inc.
Evercare of Texas, LLC	UnitedHealthcare of Florida, Inc.
PacifiCare of Arizona, Inc.	UnitedHealthcare of Georgia, Inc.
UHC of California dba UnitedHealthcare of California	UnitedHealthcare of the Midlands, Inc.
PacifiCare of Colorado, Inc.	UnitedHealthcare of the Midwest, Inc.
PacifiCare of Nevada, Inc.	UnitedHealthcare of New England, Inc.
UnitedHealthcare of Oklahoma, Inc.	UnitedHealthcare of New York, Inc.
UnitedHealthcare of Oregon, Inc.	UnitedHealthcare of North Carolina, Inc.
UnitedHealthcare Benefits of Texas, Inc.	UnitedHealthcare of Ohio, Inc.
UnitedHealthcare of Washington, Inc.	UnitedHealthcare of Tennessee, Inc.
	UnitedHealthcare of Utah, Inc.
	UnitedHealthcare of Wisconsin, Inc.
	UnitedHealthcare Insurance Company of New York
UnitedHealthcare of Pennsylvania, Inc.	
AmeriChoice of New Jersey, Inc.	
Arizona Physicians IPA, Inc.	
UnitedHealthcare of the Great Lakes Health Plan, Inc.	
Physician's Health Choice of Texas, LLC*	
Citrus Health Care, Inc.*	
Sierra Health and Life Insurance Company, Inc.*	
HealthPlan of Nevada, Inc.*	

* Effective for 2012 Plan Year

Affiliates offering Medicare Advantage Private Fee for Service Plans

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering Non-AARP Branded Med Supp Plans in filed and approved areas

UnitedHealthcare Insurance Company

Affiliates offering AARP Branded Med Supp Plans in filed and approved areas

UnitedHealthcare Insurance Company

UnitedHealthcare Insurance Company of New York (New York residents)