

## MISSISSIPPI RETENTION AGREEMENT

**WHEREAS**, the Attorney General of the State of Mississippi determined that claims should be brought against certain current and former directors and/or officers (the "Defendants") of UnitedHealth Group Inc. (the "Company"), who have done damage to the Company and the lawful citizens of the State of Mississippi, and who are not paying lawful amounts to which the Company is entitled (the "Claims") on account of, *inter alia*, the granting of backdated stock options to UnitedHealth's executives, and causing the Company to issue materially false and misleading public statements, including proxy statements, in order to defraud and otherwise mislead the Company and/or the Company's shareholders, including the State of Mississippi;

**WHEREAS**, the Attorney General has determined that the damages incurred by the Company and/or the State of Mississippi may total in the hundreds of millions of dollars, including applicable penalties, legal interest, attorneys' fees, and costs;

**WHEREAS**, the Attorney General has determined that the investigation, research, and litigation of the Claims will require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, accountants, and secretaries who are familiar with the Defendants and their tortious and/or otherwise wrongful actions and/or inactions for an extended period of time;

**WHEREAS**, the Attorney General has further determined that it is in the best interest of the State and its citizens that the State retain attorneys experienced in the prosecution of derivative and securities claims to pursue the Claims; and

**WHEREAS**, the below-listed Law Firm is experienced in prosecuting securities, derivative and class action claims and has consented to represent the State of Mississippi, in

association with the Attorney General, respecting the Claims and pursuant to the terms and conditions hereof; and

**IT IS ACCORDINGLY, AGREED** as follows:

1. The Office of the Attorney General hereby confirms its existing retention of Bernstein Litowitz Berger & Grossmann LLP ("Law Firm"), and its principal members, Gerald Silk and Chad Johnson, are hereby designated as Special Assistant Attorneys General to investigate, research, file and otherwise prosecute the Claims in the District of Minnesota and any other appropriate Court or Courts or before any appropriate governmental agency.
2. The Attorney General does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General has the sole authority to settle this litigation on behalf of the State of Mississippi and its citizens. The Law Firm shall consult with the Attorney General and obtain his approval on all material matters pertinent to these Claims and any litigation arising therefrom, and the Attorney General shall cooperate with the Law Firm and use his best efforts to secure the cooperation of other State agencies. Prior to initiating inquiries or demands to any persons or entities, the Attorney General and the Firm will agree upon entities to be contacted and/or claims to be pursued. The Firm will also thereafter be entitled to its reasonable fees and expenses, on a contingency basis as provided below, on any recovery from such agreed-upon entity or claims, obtained as a consequence of the Firm's inquiry/demand only with the approval of the Attorney General. The Attorney General is not required, however, to assign any members of his staff to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate. The Attorney General shall designate a member or members of his staff to monitor these Claims, and

the Law Firm shall keep the Attorney General and his designated staff member(s) fully informed on all matters pertaining to the Claims.

3. The Attorney General and the Law Firm both recognize that the claims present numerous factual and legal obstacles, and that no assurance of success on the Claims has or can be made.

4. The Law Firm has agreed to represent the State, and the Attorney General hereby agrees that the Law Firm will be compensated for its efforts with reasonable attorneys' fees and reimbursed with reasonable litigation costs, on a contingency basis as discussed below:

A. All reasonable attorneys' fees shall initially be borne by the Law Firm, but shall be reimbursed from any gross recoveries from the pursuit of the Claims;

B. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the Attorney General, shall initially be borne entirely by the Law Firm, but shall be reimbursed from any gross recoveries from the pursuit of such Claims; and

C. The Law Firm shall receive no compensation or reimbursement other than set out above. In the event that no recovery is realized for the Company or no corporate governance reforms are implemented by the Company at least in part as a result of this litigation, the Law Firm shall receive no compensation or reimbursement.

D. Under no circumstances will the State of Mississippi, the Public Employee' Retirement System of Mississippi, or any related entity be responsible for any costs, fees, or expenses related to this litigation. The Law Firm shall advance all costs

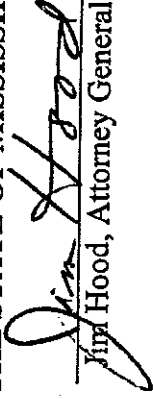
and expenses attributable to this litigation and will be paid a fee and reimbursed for such costs and expenses if and only if there is a favorable resolution and also only with the approval of the Attorney General.

5. With the approval of the Attorney General, the Law Firm may associate other attorneys at its own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the Attorney General.

**EFFECTIVE AS OF May 17, 2006.**

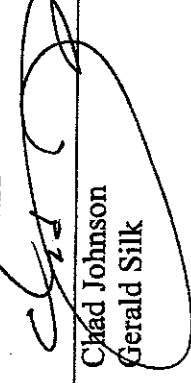
**ATTORNEY GENERAL  
OF THE STATE OF MISSISSIPPI**

By:

  
Jim Hood, Attorney General 139:5m

**BERNSTEIN LITOWITZ BERGER &  
GROSSMANN-LLP**

By:

  
Chad Johnson  
Gerald Silk