Exhibit A

Covered Employees

Howard G. Phanstiel
Bradford Bowlus
Gregory W. Scott
Joseph S. Konowiecki
Jacqueline P. Kosecoff
James Frey
Katherine F. Feeny
Samuel W. Ho

Exhibit B

Form of Affiliate Letter

Dear Sirs:

The undersigned, a holder of shares of Company Common Stock, par value $0.01 per share ("Company Common Stock"), of PacifiCare Health Systems, Inc. (the "Company"), has been advised that the undersigned may be deemed an "affiliate" of the Company within the meaning of Rule 145 ("Rule 145") promulgated under the Securities Act of 1933, as amended (the "Securities Act"), by the Securities and Exchange Commission (the "SEC"), although nothing contained herein should be construed as an admission of such fact or a waiver of any right to object to any claim that the undersigned is an affiliate. Pursuant to the terms of the Agreement and Plan of Merger dated as of July 6, 2005, among UnitedHealth Group Incorporated ("Parent"), Point Acquisition LLC ("Merger Sub") and the Company, the Company will be merged with and into Merger Sub (the "Merger"), and in connection with the Merger, the undersigned is entitled to receive common stock, par value $0.01 per share, of Parent ("Parent Common Stock").

The undersigned has been advised that if in fact the undersigned were an affiliate under the Securities Act, the undersigned's ability to sell, assign or transfer the shares of Parent Common Stock received by the undersigned in exchange for any shares of Company Common Stock in connection with the Merger may be restricted, unless such transaction is registered under the Securities Act or an exemption from such registration is available. The undersigned has been advised that such exemptions are limited and, to the extent the undersigned felt or feels necessary, the undersigned has obtained or will obtain advice of counsel as to the nature and conditions of such exemptions, including information with respect to the applicability to the sale of such securities of Rules 144 and 145(d) promulgated under the Securities Act. The undersigned has been advised that Parent will not be required to maintain the effectiveness of any registration statement under the Securities Act for the purposes of resale of shares of Parent Common Stock by the undersigned.

The undersigned hereby agrees that the undersigned will not sell, assign or transfer any of the shares of Parent Common Stock received by the undersigned in exchange for shares of Company Common Stock in connection with the Merger, except (a) pursuant to an effective registration statement under the Securities Act, (b) in compliance with the applicable provisions of Rule 145 or (c) in a transaction which, in the opinion of counsel to the undersigned (such counsel to be reasonably satisfactory to Parent and such opinion to be in form and substance reasonably satisfactory to Parent), or as described in a "no-action" or interpretive letter from the Staff of the SEC specifically issued with respect to a transaction to be engaged in by the undersigned, is not required to be registered under the Securities Act.

In the event of a sale or other disposition by the undersigned of the shares of Parent Common Stock pursuant to Rule 145, the undersigned will supply Parent with evidence of compliance with such Rule, in the form of a letter in the form of Annex I hereto, or the opinion of counsel or no-action letter referred to above. The undersigned understands that Parent may instruct its transfer agent to withhold the transfer of any shares of Parent Common Stock disposed of by the

undersigned in violation of this agreement, but that upon receipt of such evidence of compliance, Parent shall cause the transfer agent to effectuate the transfer of such shares of Parent Common Stock.

The undersigned acknowledges and agrees that the legend set forth below will be placed on certificates, if any, or evidence of shares in book entry form representing the shares of Parent Common Stock received by the undersigned in connection with the Merger or held by a transferee thereof, which legend will be:

> *"The shares represented by this certificate were issued in a transaction to which Rule 145 promulgated under the Securities Act of 1933 applies. The shares have not been acquired by the holder with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933. The shares may not be sold, pledged or otherwise transferred except pursuant to an effective registration statement under the Securities Act of 1933 or in accordance with an exemption from the registration requirements of the Securities Act of 1933."*

Parent and the undersigned agree that any such legends shall be promptly removed by delivery of substitute certificates or evidence of shares in book entry form without such legends shall be lifted (A) if one year shall have elapsed from the date of the Merger and the provisions of Rule 145(d)(2) are then applicable to the undersigned, (B) two years shall have elapsed from the date of the Merger and the provisions of Rule 145(d)(3) are then applicable to the undersigned, (C) if the undersigned shall have delivered to Parent a copy of a "no action" letter or interpretive letter from the Staff of the SEC, or an opinion of counsel in form and substance reasonably satisfactory to Parent, to the effect that such legend is not required for purposes of the Securities Act, or (D) if the undersigned shall have delivered to Parent a written statement substantially in the form of Annex I.

The undersigned acknowledges that (a) the undersigned has carefully read this letter and understands the requirements hereof and the limitations imposed upon the sale, transfer or other disposition of shares of Parent Common Stock and (b) the receipt by Parent of this letter is an inducement to Parent's obligations to consummate the Merger.

Very truly yours,

Dated:

_____
[Name]

Accepted and agreed to this
_____ day of _____, 200[_]

_____
PARENT

Annex I

_____, 200[_]

UnitedHealth Group Incorporated
9900 Bren Road East
Minnetonka, MN 55343
Attention: Corporate Secretary

[On [ ], the undersigned sold] [The undersigned intends to sell] the securities of Parent ("Parent") described below in the space provided for that purpose (the "Securities"). The Securities were received by the undersigned in connection with the merger of PacifiCare Health Systems, Inc. with and into Point Acquisition LLC.

Based upon the most recent report or statement filed by Parent with the Securities and Exchange Commission, the Securities [sold] [will be sold] by the undersigned [were] within the prescribed limitations set forth in paragraph (e) of Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned hereby represents that the Securities [were] [will be sold] in "brokers' transactions" within the meaning of Section 4(4) of the Securities Act or in transactions directly with a "market maker" as that term is defined in Section 3(a)(38) of the Securities Exchange Act of 1934, as amended. The undersigned further represents that the undersigned [has] [will] not solicit[ed] or arrange[d] for the solicitation of orders to buy the Securities, and that the undersigned [has] [will] not [made] [make] any payment in connection with the offer or sale of the Securities to any person other than to the broker who execute[s] the order in respect of such sale.

Very truly yours,

[Space to be provided for description of the Securities]

Exhibit C

Form of Company Tax Representation Letter

Exhibit C

PACIFICARE HEALTH SYSTEMS, INC.
CERTIFICATE

In connection with the contemplated merger (the "Merger") of PacifiCare Health Systems, Inc. (the "Company"), a Delaware corporation, with and into Point Acquisition LLC ("LLC"), a Delaware limited liability company and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement"), among Parent, LLC, and the Company, the Company, after due inquiry and investigation, hereby certifies the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.

2. Prior to and in connection with the Merger, no outstanding stock of the Company has been or will be (i) redeemed by the Company [(other than stock withheld as consideration otherwise payable to holders of Company Restricted Shares and pursuant to the Company Deferred Stock Plan)[1]], (ii) acquired by a person related to the Company (within the meaning of Treasury Regulation Section 1.368-1(e)(3) determined without regard to Treasury Regulation Section 1.368-1(e)(3)(i)(A)) (a "Company Related Person"), or (iii) the subject of any distribution by the Company. For purposes of this representation: (i) any reference to the Company includes a reference to any successor or predecessor of such corporation, except

[1] The bracketed language and any necessary conforming changes to the representation letters of Parent and the Company are subject to the approval of Weil Gotshal and Skadden Arps and Parent and the Company.

that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company; (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership; and (iii) an acquisition of stock by a person acting as an agent or intermediary for the Company or a Company Related Person will be treated as made by the Company or such Company Related Person, respectively.

3. The aggregate fair market value of the Parent Common Stock received by the Company's shareholders in the Merger will equal at least 45 percent (45%) of the sum of (i) the aggregate of all Merger Consideration and (ii) any cash paid pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement.

4. To the best knowledge of the Company, there is no plan or intention on the part of any shareholder of the Company who owns five percent or more of the Company Common Stock as of the date of the Merger, or on the part of any of the remaining shareholders of the Company, to sell, exchange or otherwise dispose of Parent Common Stock to be received in the Merger by such holder of Company Common Stock directly or indirectly to Parent, to a person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) or to any person acting as agent or intermediary for any of them for consideration other than Parent Common Stock. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.

5. The Company and its shareholders will pay all of their respective expenses, if any, incurred in connection with the Merger.

6. The Company is neither an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Internal Revenue Code of 1986, as amended (the "Code") nor under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

7. There is no intercorporate indebtedness existing between Parent (and its subsidiaries) and the Company (and its subsidiaries) that was issued, acquired or will be settled at a discount.

8. The Company's shareholders will surrender their Company Common Stock solely in exchange for the Merger Consideration and cash pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement. Further, no liabilities of the Company's shareholders will be assumed by Parent, nor to the best of the knowledge of the management of the Company will any Company Common Stock be subject to any liabilities.

9. The liabilities of the Company and the liabilities to which the transferred assets of the Company are subject have been incurred by the Company in the ordinary course of its business.

10. The Company has not sold, transferred or otherwise disposed of any of its assets as would prevent Parent or members of its qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)) from continuing the historic business of the Company or from using a significant portion of the Company's historic business assets in a business.

11. At the Effective Time, the fair market value of the assets of the Company will equal or exceed the sum of its liabilities, plus the amount of liabilities, if any, to which the assets are subject.

12. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of their shares of Company Common Stock; none of the Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any employment or consulting agreement; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger pursuant to arrangements entered into in connection with the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.

13. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.

14. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to the Company, or the plans or intentions of the Company, are true, correct and complete in all material respects.

15. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, LLC and the

Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.

16. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.

17. Neither the Company nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.

18. Neither Company nor any of its subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for or intended to qualify for tax-free treatment under Section 355 in a distribution which could constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in connection with the Merger.

19. To the best Knowledge of the management of the Company, none of the representations contained in the representation letters provided by Parent to Weil, Gotshal & Manges LLP and Skadden, Arps, Slate, Meagher & Flom LLP on the date hereof are untrue, incorrect or incomplete as of the date hereof or will be untrue, incorrect or incomplete at the Effective Time.

20. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of the Company.

[2]**THE UNDERSIGNED ACKNOWLEDGES THAT (A) THE TAX OPINION (AS DEFINED BELOW) DELIVERED TO THE COMPANY (THE "COMPANY TAX OPINION") IS LIMITED TO THE FEDERAL TAX ISSUES ACTUALLY ADDRESSED IN THE COMPANY TAX OPINION; (B) ADDITIONAL ISSUES MAY EXIST THAT COULD AFFECT THE FEDERAL TAX TREATMENT OF THE TRANSACTION OR MATTER THAT IS THE SUBJECT OF THE COMPANY TAX OPINION AND THE COMPANY TAX OPINION DOES NOT CONSIDER OR PROVIDE A CONCLUSION WITH RESPECT TO ANY ADDITIONAL ISSUES; AND (C) THE COMPANY TAX OPINION WAS NOT WRITTEN AND CANNOT BE USED BY THE CLIENT FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE CLIENT WITH RESPECT TO ANY SIGNIFICANT FEDERAL TAX ISSUES OUTSIDE THE LIMITED SCOPE OF THE COMPANY TAX OPINION.**

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, the Company has executed this Certificate on this __ day of _____, 2005.

PACIFICARE HEALTH SYSTEMS, INC.

By:_____
Name:
Title:

[2] This paragraph will only be included in the certificate provided to Skadden Arps and not in the certificate provided to Weil Gotshal.

Exhibit D

Form of Company Tax Representation Letter for Reverse Merger

Exhibit D

PACIFICARE HEALTH SYSTEMS, INC.
CERTIFICATE

In connection with the contemplated merger (the "Merger") of [Point Acquisition, Inc.] ("Merger Sub"), a Delaware corporation and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, with and into PacifiCare Health Systems, Inc. (the "Company"), a Delaware corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement"), among Parent, Point Acquisition LLC, a Delaware limited liability company, and the Company, the Company, after due inquiry and investigation, hereby certifies the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.

2. Prior to and in connection with the Merger, no outstanding stock of the Company has been or will be (i) redeemed by the Company [(other than stock withheld as consideration otherwise payable to holders of Company Restricted Shares and pursuant to the Company Deferred Stock Plan)[1]], (ii) acquired by a person related to the Company (within the meaning of Treasury Regulation Section 1.368-1(e)(3) determined without regard to Treasury Regulation Section 1.368-1(e)(3)(i)(A)) (a "Company Related Person"), or (iii) the subject of any distribution by the Company. For

[1] The bracketed language and any necessary conforming changes to the representation letters of Parent and the Company are subject to the approval of Weil Gotshal and Skadden Arps and Parent and the Company.

purposes of this representation: (i) any reference to the Company includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company; (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership; and (iii) an acquisition of stock by a person acting as an agent or intermediary for the Company or a Company Related Person will be treated as made by the Company or such Company Related Person, respectively.

3. To the best knowledge of the Company, there is no plan or intention on the part of any shareholder of the Company who owns five percent or more of the Company Common Stock as of the date of the Merger, or on the part of any of the remaining shareholders of the Company, to sell, exchange or otherwise dispose of Parent Common Stock to be received in the Merger by such holder of Company Common Stock directly or indirectly to Parent, to a person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) (a "Parent Related Person") or to any person acting as agent or intermediary for any of them for consideration other than Parent Common Stock. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.

4. The Company has no outstanding equity interests other than as described in Section 3.03 of the Merger Agreement (and the Company Disclosure Letter relating thereto). At the Effective Time, the Company will not have outstanding any warrants, options, convertible securities, or any other type of right pursuant to which any person could acquire stock in the Company that, if exercised or converted, would affect Parent's acquisition or retention of "control" of the Company within the meaning of Section 368(c) of the Internal Revenue Code of 1986, as amended (the "Code").

5. The Company has no plan or intention to alter the terms of the Company Common Stock, to issue additional shares of its stock or to grant any warrants, options, convertible securities or any other type of right pursuant to which any person could acquire stock of the Company that, if exercised or converted, would result in Parent losing "control" of the Company within the meaning of Section 368(c) of the Code.

6. The Company will pay its dissenting shareholders the value of their Company Common Stock out of its own funds. No funds will be supplied for that purpose, directly or indirectly, by Parent or Merger Sub, nor will Parent directly or indirectly reimburse the Company for any payments to dissenters.

7. The Company and its shareholders will pay all of their respective expenses, if any, incurred in connection with the Merger.

8. The Company is neither an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code nor under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

9. There is no intercorporate indebtedness existing between Parent (and its subsidiaries) and the Company (and its subsidiaries) that was issued, acquired or will be settled at a discount.

10. [In the Merger, shares of Company Common Stock representing control of the Company, within the meaning of Section 368(c) of the Code, will be exchanged solely for Parent Common Stock.] Further, no liabilities of the Company or of holders of Company Common Stock will be assumed by Parent, nor to the best of the knowledge of the management of the Company will any Company Common Stock be subject to any liabilities. For purposes of this representation, shares of Company Common Stock exchanged for cash or other property originating with Parent or any Parent Related Person will be treated as outstanding Company Common Stock at the Effective Time.

11. The Company has not sold, transferred or otherwise disposed of any of its assets as would prevent Parent or members of its qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)) from causing the Company after the Merger to continue the historic business of the Company or to use a significant portion of the Company's historic business assets in a business.

12. At the Effective Time, the fair market value of the assets of the Company will equal or exceed the sum of its liabilities, plus the amount of liabilities, if any, to which the assets are subject.

13. Following the Merger, the Company will hold at least 90% of the fair market value of its net assets and at least 70% of the fair market value of its gross assets held immediately prior to the Merger. For purposes of this representation, amounts paid by the Company to dissenters, if any, amounts paid by the Company to the Company's shareholders who receive cash in the Merger and amounts used by the Company to pay its

reorganization expenses and those of its shareholders, and all redemptions and distributions (except for regular, normal dividends) made by the Company will be included as assets of the Company immediately prior to the Merger.

14. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of their shares of Company Common Stock; none of the Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any employment or consulting agreement; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger pursuant to arrangements entered into in connection with the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.

15. All options, warrants or rights to acquire shares of Company Common Stock were issued with an exercise price no less than fair market value at the time of issuance.

16. At the Effective Time there will be no accrued but unpaid dividends on Company Common Stock.

17. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.

18. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to the Company, or the plans or intentions of the Company, are true, correct and complete in all material respects.

19. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, Merger Sub, and the Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.

20. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not

represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.

21. Neither the Company nor any of its subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for or intended to qualify for tax-free treatment under Section 355 in a distribution which could constitute part of a "plan' or 'series of related transactions" (within the meaning of Section 355(e) of the Code) in connection with the Merger.

22. Neither the Company nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.

23. To the best Knowledge of the management of the Company, none of the representations contained in the representation letters provided by Parent to Weil, Gotshal & Manges LLP and Skadden, Arps, Slate, Meagher & Flom LLP are untrue, incorrect or incomplete as of the date hereof or will be untrue, incorrect or incomplete at the Effective Time.

24. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of the Company.

[2] **THE UNDERSIGNED ACKNOWLEDGES THAT (A) THE TAX OPINION (AS DEFINED BELOW) DELIVERED TO THE COMPANY (THE "COMPANY TAX OPINION") IS LIMITED TO THE FEDERAL TAX ISSUES ACTUALLY ADDRESSED IN THE COMPANY TAX OPINION; (B) ADDITIONAL ISSUES MAY EXIST THAT COULD AFFECT THE FEDERAL TAX TREATMENT OF THE TRANSACTION OR MATTER THAT IS THE SUBJECT OF THE COMPANY TAX OPINION AND THE COMPANY TAX OPINION DOES NOT CONSIDER OR PROVIDE A CONCLUSION WITH RESPECT TO ANY ADDITIONAL ISSUES; AND (C) THE COMPANY TAX**

[2] This paragraph will only be included in the certificate provided to Skadden Arps and not in the certificate provided to Weil Gotshal.

OPINION WAS NOT WRITTEN AND CANNOT BE USED BY THE CLIENT FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE CLIENT WITH RESPECT TO ANY SIGNIFICANT FEDERAL TAX ISSUES OUTSIDE THE LIMITED SCOPE OF THE COMPANY TAX OPINION.

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, the Company has executed this Certificate on this __ day of _____, 2005.

PACIFICARE HEALTH SYSTEMS, INC.

By:_____
Name:
Title:

Exhibit E

Form of Parent Tax Representation Letter

Exhibit E

UNITEDHEALTH GROUP INCORPORATED
CERTIFICATE

In connection with the contemplated merger (the "Merger") of PacifiCare Health Systems, Inc. (the "Company"), a Delaware corporation, with and into Point Acquisition LLC ("LLC"), a Delaware limited liability company and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement") among Parent, LLC, and the Company, after due inquiry and investigation, Parent hereby certifies, on behalf of Parent and LLC, the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. LLC is a newly-formed limited liability company wholly owned by Parent that has not conducted, and will not conduct prior to the Merger, any business activities. LLC (and any predecessor(s) thereto) has always been and currently is disregarded as an entity separate from its owner within the meaning of Treasury Regulation Section 301.7701-3(b)(1)(ii) for U.S. federal income tax purposes. LLC has not made and will not make an election under Treasury Regulation Section 301.7701-3 or take any other action to be treated as an association taxable as a corporation or a partnership for U.S. federal tax purposes.

2. Parent will own all outstanding ownership interests of LLC immediately after the Merger and Parent has no plan or intention to cause or permit LLC to issue additional ownership interests to any person or entity (other than Parent). After the Merger, LLC will not have any outstanding warrants, options, convertible securities or any other type of right pursuant to which any person could acquire interests in LLC.

3. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective

Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.

4. In connection with the Merger, no Company Common Stock will be acquired by Parent, any person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) (a "Parent Related Person") or any Person acting as agent or intermediary for any of them for any consideration other than the Merger Consideration and cash in lieu of fractional share interests. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.

5. The aggregate fair market value of the Parent Common Stock received by the Company's shareholders in the Merger will equal at least 45 percent (45%) of the sum of (i) the aggregate of all Merger Consideration and (ii) any cash paid pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement.

6. The Company's shareholders will surrender their Company Common Stock solely in exchange for the Merger Consideration and cash pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement. Further, no liabilities of the Company's shareholders will be assumed by Parent, nor to the best knowledge of the management of Parent will any Company Common Stock be subject to any liabilities.

7. Following the Merger, the historic business of the Company will be continued by, or a significant portion of the Company's historic business assets will be used in a business of, Parent or a corporation within Parent's qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)).

8. Parent has no plan or intention to (i) merge LLC with or into another entity; (ii) sell, distribute or otherwise dispose of any membership interests in LLC, except for transfers or successive transfers of at least eighty percent (80%) of each class of membership interests to a corporation controlled (within the meaning of Section 368(c) of the Internal Revenue Code of 1986, as amended (the "Code")) in each case by the transferor; or (iii) cause LLC to sell or otherwise dispose of any of the assets of the Company acquired in the Merger, except for dispositions made in the ordinary course of business or transfers or successive transfers of assets to

one or more corporations controlled (within the meaning of Section 368(c) of the Code) in each case by the transferor corporation.

9. In connection with the Merger, neither Parent, any Parent Related Person nor any Person acting as agent or intermediary for any of them will purchase, exchange, redeem or otherwise acquire (directly or indirectly) any Parent Common Stock issued to holders of Company Common Stock in the Merger. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.

10. Parent and LLC will pay their respective expenses, if any, incurred in connection with the Merger, and will not pay any of the expenses of the Company or holders of Company Common Stock incurred in connection with the Merger.

11. Neither Parent nor any Parent Related Person has owned during the past five (5) years any stock of the Company.

12. Neither Parent nor LLC is either an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code or under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

13. There is no intercorporate indebtedness existing between Parent (or any of its subsidiaries) and the Company (or any of its subsidiaries) that was issued, acquired or will be settled at a discount.

14. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of such person's shares of Company Common Stock; none of the shares of Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any past or future services; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.

15. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.

16. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to Parent, or the plans or intentions of Parent, are true, correct and complete in all material respects.

17. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, LLC, and the Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.

18. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.

19. Following the Merger, Parent will comply, and will cause LLC to comply, with the record-keeping and information filing requirements of Treasury Regulation Section 1.368-3.

20. Neither Parent nor LLC will take any position on any federal, state, or local income or franchise tax return, or take any other tax reporting position, that is inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a) of the Code or any of the foregoing representations, unless otherwise required by a "determination" (as defined in Section 1313(a)(1) of the Code) or by applicable state or local income or franchise tax laws or take or agree to take any other action that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.

21. Neither Parent nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a).

22. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of Parent and Merger Sub.

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, Parent, on behalf of Parent and LLC, has executed this Certificate on this _ day of _____, 2005.

UNITEDHEALTH GROUP
INCORPORATED

By:_____
Name:
Title:

Exhibit F

Form of Parent Tax Representation Letter for Reverse Merger

Exhibit F

UNITEDHEALTH GROUP INCORPORATED
CERTIFICATE

In connection with the contemplated merger (the "Merger") of [Point Acquisition, Inc.] ("Merger Sub"), a Delaware corporation and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, with and into PacifiCare Health Systems, Inc. (the "Company"), a Delaware corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement") among Parent, Point Acquisition, LLC, a Delaware limited liability company, and the Company, Parent, after due inquiry and investigation, hereby certifies, on behalf of Parent and Merger Sub, the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.

2. In connection with the Merger, no Company Common Stock will be acquired by Parent, any person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) (a "Parent Related Person") or any Person acting as agent or intermediary for any of them for any consideration other than the Merger Consideration and cash in lieu of fractional share interests. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as

having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.

3. In the Merger, shares of Company Common Stock representing control of the Company, as defined in Section 368(c) of the Internal Revenue Code of 1986, as amended (the "Code"), will be exchanged solely for Parent Common Stock. Further, no liabilities of the Company or of the holders of Company Common Stock will be assumed by Parent, nor to the best knowledge of the management of Parent will any Company Common Stock be subject to any liabilities. For purposes of this representation, shares of Company Common Stock exchanged for cash or other property originating with Parent or any Parent Related Person will be treated as outstanding Company Common Stock at the Effective Time.

4. Following the Merger, Parent will cause the Company to hold at least 90% of the fair market value of its net assets and at least 70% of the fair market value of its gross assets held immediately prior to the Merger and at least 90% of the fair market value of the net assets and at least 70% of the fair market value of the gross assets of Merger Sub held immediately before the Merger. For purposes of this representation, assets transferred from Parent to Merger Sub are not included as assets of Merger Sub immediately before the Merger where such assets are used to pay reorganization expenses, to pay creditors of the Company or to enable Merger Sub to satisfy state minimum capitalization requirements (where such assets are returned to Parent as part of the transaction).

5. Following the Merger, the historic business of the Company will be continued by, or a significant portion of the Company's historic business assets will be used in a business of, Parent or a corporation within Parent's qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)).

6. Parent has no plan or intention to, following the Merger, (i) liquidate the Company; (ii) merge the Company with or into another corporation or other entity; (iii) sell, distribute or otherwise dispose of Company Common Stock acquired in the Merger except for transfers or successive transfers of Company Common Stock to one or more corporations controlled (within the meaning of Section 368(c) of the Code) in each case by the transferor; or (iv) cause the Company to sell or otherwise dispose of any of its assets or of any of the assets acquired from Merger Sub, except for dispositions made in the ordinary course of business or transfers or successive transfers of assets to one or more corporations controlled (within the meaning of Section 368(c) of the Code) in each case by the transferor corporation.

7. In connection with the Merger, neither Parent, any Parent Related Person nor any Person acting as agent or intermediary for any of them will purchase, exchange, redeem or otherwise acquire (directly or indirectly) any Parent Common Stock issued to holders of Company Common Stock in the Merger. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.

8. The Company will pay its dissenting shareholders the value of their Company Common Stock out of its own funds. No funds will be supplied for that purpose, directly or indirectly, by Parent or Merger Sub, nor will Parent directly or indirectly reimburse the Company for any payments to dissenters.

9. Parent and Merger Sub will pay their respective expenses, if any, incurred in connection with the Merger, and will not pay any of the expenses of the Company or holders of Company Common Stock incurred in connection with the Merger.

10. Neither Parent nor any Parent Related Person has owned during the past five (5) years any stock of the Company.

11. No shares of Merger Sub (or following the Effective Time, the Company) have been or will be used as consideration or issued to the holders of Company Common stock.

12. Neither Parent nor Merger Sub is either an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code or under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

13. At the Effective Time, Parent will be in control of Merger Sub within the meaning of Section 368(c) of the Code.

14. Parent has no plan or intention to cause the Company to alter the terms of the Company Common Stock, to issue additional shares of Company Common Stock or to grant any warrants, options, convertible securities or any type of right pursuant to which any person could acquire stock of the Company that, if exercised or converted, would result in Parent losing control of the Company within the meaning of Section 368(c) of the Code.

15. There is no intercorporate indebtedness existing between Parent (and its subsidiaries) and the Company (and its subsidiaries) that was issued, acquired or will be settled at a discount.

16. Merger Sub will have no liabilities assumed by the Company, and will not transfer to the Company any assets subject to liabilities, in the Merger.

17. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of such person's shares of Company Common Stock; none of the shares of Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any past or future services; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.

18. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.

19. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to Parent, or the plans or intentions of Parent, are true, correct and complete in all material respects.

20. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, Merger Sub, and the Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.

21. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the

possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.

22. Parent Common Stock entitles the holder to vote for the board of directors of Parent.

23. No holder of Company Common Stock is acting as agent for Parent in connection with the Merger or approval thereof, and neither Parent nor Merger Sub will reimburse any holder of Company Common Stock for the Company Common Stock such holder may have purchased, or for other obligations such holder may have incurred, as agent for Parent or Merger Sub.

24. Following the Merger, Parent will comply, and will cause the Company to comply, with the record-keeping and information filing requirements of Treasury Regulation Section 1.368-3.

25. Neither Parent nor Merger Sub will take any position on any federal, state or local income or franchise Tax Return, or take any other tax reporting position, that is inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a) of the Code or any of the foregoing representations, unless otherwise required by a "determination" (as defined in Section 1313(a)(1) of the Code) or by applicable state or local income or franchise tax laws or take or agree to take any other action that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.

26. Neither Parent nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.

27. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of Parent and Merger Sub.

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax

Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, Parent, on behalf of Parent and Merger Sub, has executed this Certificate on this _ day of _____, 2005.

UNITEDHEALTH GROUP
INCORPORATED

By:_____
Name:
Title:

Exhibit G

Closing Consents

1. The approval of the Arizona Insurance Director after filing of a Form A statement with regard to PacifiCare of Arizona, Inc.

2. The approval of the California Commissioner of Insurer after filing of a Form A statement with regard to PacifiCare Life & Health Insurance Company.

3. The approval of the Department of Managed Health Care of the State of California after filing necessary Knox-Keene Act filings with regard to PacifiCare of California, Inc., PacifiCare Dental and PacifiCare Behavioral Health of California, Inc.

4. The approval of the Commissioner of Insurance of the State of Colorado after filing Form A statements with regard to PacifiCare Life Assurance Company, PacifiCare of Colorado, Inc. and PacifiCare Dental of Colorado, Inc.

5. The approval of the Indiana Insurance Commissioner after filing a Form A statement with regard to PacifiCare Life & Health Insurance Company and PacifiCare Insurance Company.

6. The approval of the Nevada Commissioner of Insurance after filing a Form A statement with regard to PacifiCare of Nevada, Inc.

7. The approval of the Nevada State Board of Health, after filing necessary filings with regard to PacifiCare of Nevada, Inc., may be required.

8. The approval of the Commissioner of Insurance of Oklahoma after filing a Form A statement with regard to PacifiCare of Oklahoma, Inc.

9. The approval of the Oregon Insurance Director after filing a Form A statement with regard to PacifiCare of Oregon, Inc.

10. The approval of the Texas Insurance Commissioner after filing a Form A statement with regard to PacifiCare of Texas, Inc. and PacifiCare Life Assurance Company.

11. The approval of the Commissioner of Insurance of Washington after filing a Form A statement with regard to PacifiCare of Washington, Inc.

12. The approval of the Wisconsin Insurance Commissioner after filing a Form A statement with regard to American Medical Security Life Insurance Company.

13. Approvals and/or notice filings made be required in Bermuda with regard to FHP Reinsurance Limited.

14. Approvals and/or notice filings may be required in Guam if the Company's subsidiaries in Guam have not been transferred prior to Closing.

15. Approvals and/or notice filings may be required in the Cayman Islands with regard to Salveo Insurance Company, Ltd.

B. Form E Approvals: Pre-acquisition notifications on Form E must be filed in each of the states where such filings are statutorily required.