

November 9, 2004

Via Hand Delivery

Steven J. Junior
Senior Insurance Examiner
Wisconsin Office of the Commissioner of Insurance
125 South Webster St.
P.O. Box 7873
Madison, Wisconsin 53707

Re: Acquisition of Control of United Wisconsin Life Insurance Company by PacifiCare Health Systems, Inc. and Ashland Acquisition Corp. (Case No. 04-C29284)

Dear Mr. Junior:

In response to your request for additional documentation of October 28, 2004, following are responses to each interrogatory, and exhibits attached in response to each request for documentation:

1. *I need a complete copy of the Company Disclosure Schedule and Parent Disclosure Schedule to the Agreement and Plan of Merger dated as of September 15, 2004, by and among American Medical Security Group, Inc., PacifiCare Health Systems, Inc., and Ashland Acquisition Corp., so that I might obtain a complete understanding of the proposed transaction. If the parties wish to seek confidentiality for certain aspects of the transaction, please provide a written legal analysis in support of your position that the filing or any portion of the filing should be kept confidential under s. 19.36(5), Wis. Stat., or other applicable Wisconsin law. Please describe this in a distinct and separate written communication, so that this Office's legal unit can review the merits of your legal analysis.*

Our outside counsel, Foley & Lardner LLP, will file a separate letter in regard to the Company Disclosure Schedule and Parent Disclosure Schedule to the Agreement and Plan of Merger.

2. *Please provide a copy of the Confidentiality Agreement dated August 6, 2004.*

Please refer to Exhibit A.

3. *Please provide a copy of the Rights Agreement, dated as of August 9, 2001, by and between American Medical Security Group, Inc. and LaSalle Bank National Association (as successor to Firststar Bank, N.A.).*

Please refer to Exhibit B.

4. *Please provide a copy of American Medical Security Group, Inc.'s Change of Control Severance Benefit Plan (as Amended and Restated November 29, 2001).*

Please refer to Exhibit C.

5. *Please provide a copy of the Employment Agreement by and between American Medical Security Group, Inc. and Samuel V. Miller.*

Please refer to Exhibit D.

6. *Please provide a copy of the Deferred Stock Agreement by and between American Medical Security Group, Inc. and Samuel V. Miller, effective November 17, 1998.*

Please refer to Exhibit E.

7. *What was the situation, from PacifiCare management's perspective, behind the \$2,000,000 monetary penalty assessed against PacifiCare of Texas Inc. by Texas in 1997?*

On September 3, 1997, PacifiCare of Texas consented to pay a \$200,000 administrative penalty imposed by the Texas Department of Insurance (TDI) pertaining to several advertising issues. The noted findings related to: a failure to file advertisements in a timely manner, use of unfiled advertisements, and inadequate explanatory or qualifying language. PacifiCare of Texas has since taken action to comply with the Department of Texas' recommendations associated with these findings.

Note: The National Insurance Producer Registry (NIPR) Database currently shows that the TDI issued a monetary penalty of \$2,000,000 on September 3, 1997 to PacifiCare of Texas. This is an error, as the actual penalty amount rendered by the TDI on September 3, 1997 was \$200,000.

8. *What was the situation, from PacifiCare management's perspective, behind the \$125,000 monetary penalty assessed against PacifiCare of Arizona Inc. by Arizona in 2002?*

On June 13, 2002 PacifiCare of Arizona consented to pay a \$125,000 administrative penalty imposed by the Arizona Department of Insurance pertaining to several findings related to a routine market conduct examination in 1999. Findings in the following areas contributed to the fine: Marketing and Sales, Underwriting, Appeals and Grievances, Claims, Medical Management, Customer Service, Corporate Governance, and Regulatory Filings. PacifiCare of Arizona has since taken action to comply with the Arizona Department of Insurance's recommendations associated with these findings.

9. *What was the situation, from PacifiCare management's perspective, behind the \$41,000 monetary penalty assessed against PacifiCare of Colorado Inc. by Colorado in 2003?*

On September 23, 2003 PacifiCare of Colorado consented to pay a \$41,000 administrative penalty imposed by the Colorado Division of Insurance pertaining to several findings related to a routine market conduct examination in 2003. Findings in the following areas contributed to the fine: Company Operations, Contracting, Underwriting/Sales, Claims, and Utilization Review. PacifiCare of Colorado has since

taken action to comply with the Colorado Division of Insurance's recommendations associated with these findings.

10. *In 2003, Florida lifted restrictions from PacifiCare Life and Health Insurance Company on the writing of new business. Why was the writing of new business restricted in Florida?*

Florida Insurance Code provides that an insurer must not exceed a certain maximum accident and health insurance writing ratio (net health insurance premiums to policyholder surplus). In 1996, PacifiCare Life and Health Insurance Company's ("PLHIC") net accident and health writing ratio exceeded the maximum writing ratio for the State of Florida. At that time PLHIC had already chosen not to write any new direct and reinsurance business in Florida. On April 22, 1997, PLHIC formally agreed with the Florida Office of Insurance Regulation (FOIR) to not write any new business in Florida.

On May 30, 2002 PLHIC petitioned to the FOIR to lift the restrictions on business writings, and supported this request by demonstrating compliance in its 2002 annual financial statement to the net accident and health writing ratio. Subsequently the FOIR agreed to remove the restrictions on writing new business in May 2003.

11. *Please send me biographical affidavits for the following directors and officers:*

Aida M. Alvarez

Bradley C. Call

Terry O. Hartshorn

Dominic Ng

Howard G. Phanstiel

Warren E. Pinckert II

David A. Reed

Lloyd E. Ross

Charles R. Reinhart

Sharon D. Garrett, Ph.D.

Katherine F. Feeny

Jacqueline B. Kosecoff

Peter A. Reynolds

Please find biographical affidavits for each of the above listed officers and directors attached as Exhibit F. Please also note that we are requesting confidential treatment of the supplemental information pages attached to the biographical affidavits.

The Holding Company System, its Governance, and Resources

12. *After the acquisition, will the form of UWLIC's articles of incorporation and bylaws closely follow those currently in use by UWLIC? If not, please file the forms of articles and bylaws that are anticipated after the change in control.*

We do not anticipate any changes to the form of UWLIC's articles of incorporation or bylaws.

13. *What changes are anticipated with respect to service, management, cost allocation, or other written agreements among members of the holding company system in consequence of the proposed merger? For the types of agreements that PacifiCare Health Systems, Inc. believes might be applicable, please file relevant sample agreements that are currently in use among the current members of the PacifiCare Group.*

At this time, it is difficult for PacifiCare to conclusively describe changes that may occur at UWLIC with respect to service, management, cost allocation, or other written agreements, as PHS and AMS subsidiaries must maintain arms-length relationships until the acquisition is approved. However, PacifiCare would like to note that it seeks to acquire AMS, and its subsidiary UWLIC due to those entities' strong operational performance. It is PacifiCare's goal to maintain most of UWLIC's business processes in a manner that continues to promote UWLIC's success.

Once the transaction is approved, PHS and AMS management intend to evaluate the operations of the various subsidiaries of PHS to determine what services may be appropriate to exchange among the companies. Any services that are delivered to or received from UWLIC by PHS or any of its subsidiaries will be documented in an administrative services agreement between the appropriate business units. Such an agreement will specify any charges or payments between the companies for the services in question. Costs for services received or rendered by UWLIC will be allocated in conformity with customary insurance accounting practices consistently applied.

A copy of the administrative services agreement that exists between PacifiCare of California and PacifiCare Health Plan Administrators is attached as Exhibit G as a sample of the type of agreement that PacifiCare typically uses to define service exchanges among its subsidiaries.

PacifiCare will file any agreement to which UWLIC is a party with the Department, as required by the laws and regulations of Wisconsin.

14. *Please file a Consent to Jurisdiction on Form E by PacifiCare Health Systems, Inc. and PacifiCare Health Plan Administrators, Inc.*

Please find attached as Exhibit H a Consent to Jurisdiction on Form E by PacifiCare Health Systems, Inc. Attached as Exhibit I is a Consent to Jurisdiction on Form E by PacifiCare Health Plan Administrators, Inc.

15. *Is it anticipated that PacifiCare Health Systems, Inc. or its subsidiaries will contribute capital to UWLIC during 2005 or thereafter?*

As a matter of company policy, PacifiCare has adopted a capitalization standard of 300% of RBC for its health plan subsidiaries.¹ PacifiCare intends to maintain the 300% standard for UWLIC, based on its book of business, and will contribute capital to UWLIC as necessary to do so.

16. *Enclosed are my calculations of PacifiCare Group members' capital positions in terms of risk-based capital ratios and Wisconsin's compulsory surplus requirements and security surplus standards. Please advise me if you believe that any of my calculations are incorrect. What is PacifiCare Health Systems, Inc. view on what represents a proper*

¹ PacifiCare does not apply this standard to PacifiCare Health Insurance Company of Micronesia, Inc. due to its immaterial impact on the financial statements of PacifiCare Health Systems. PacifiCare does maintain capitalization for the Micronesia subsidiary at the level required by law.

level of capitalization for a subsidiary? How will this view be implemented with respect to UWLIC?

As noted above, PacifiCare has adopted a capitalization standard of 300% of RBC for its health plan subsidiaries. PacifiCare adopted this standard in 2003 for the purpose of maintaining good standing with financial rating organizations such as AM Best and Standard and Poor's. PacifiCare made capital contributions to its various subsidiaries, as necessary during 2003 and 2004 to achieve the 300% standard in all health plan business units as of June 30, 2004. A schedule of the capitalization calculations for each of PacifiCare's insurance subsidiaries, as of June 30, 2004 is attached as Exhibit J for your review.

PacifiCare intends to maintain UWLIC's capitalization at 300% or greater of RBC.

Business Plan

17. *What is planned level of capitalization for UWLIC following the change in control? What is the intended form of capitalization, that is, among common stock, preferred stock, surplus notes, gross paid-in and contributed surplus, and unassigned funds?*

PacifiCare intends to maintain capitalization for UWLIC at or above 300% of RBC. PacifiCare may use surplus notes, gross paid-in and contributed surplus, or unassigned funds for this purpose. PacifiCare will comply with all Wisconsin laws and regulations in determining the form of capitalization and seeking the Department's approval, as necessary.

18. *What is the anticipated impact of integration expenses upon UWLIC following the proposed change in control?*

The majority of anticipated integration expenses associated with the proposed change in control of UWLIC will be born by PacifiCare.

19. *Is any reorganization of the succession of control or ownership of American Medical Security Group, Inc.'s present subsidiaries contemplated following the proposed change in control?*

No reorganization of the succession of control or ownership of American Medical Security Group, Inc.'s present subsidiaries is currently contemplated following the proposed change in control. Should PacifiCare propose such a change, it would be accomplished according to the governing laws and regulations of those government entities with jurisdiction over the change.

20. *Which types of insurance programs and services will PacifiCare Health Systems, Inc. direct UWLIC to prioritize for growth and development following the proposed change in control?*

At this time, it is difficult for PacifiCare to conclusively describe which insurance programs and services it will direct UWLIC to prioritize for growth, as PHS and AMS subsidiaries must maintain arms-length relationships until the acquisition is approved. However, PacifiCare would like to note that it seeks to acquire AMS, and its subsidiary

UWLIC due to those entities' strong operational performance. It is PacifiCare's goal to maintain most of UWLIC's business processes in a manner that continues to promote UWLIC's success and future growth.

PacifiCare and AMS anticipate that UWLIC will continue to monitor market conditions and seek to offer products and services that are value-based and attractive to insurance purchasers.

21. *Which types of insurance programs and services will PacifiCare Health Systems, Inc. direct UWLIC to seek to reduce or terminate following the proposed change in control?*

As noted above, it is difficult for PacifiCare to make determinations regarding reductions or terminations of products or services prior to finalization of its proposed acquisition of AMS. PacifiCare anticipates that UWLIC will continue to monitor market conditions and seek to offer products and services that are value-based and attractive to insurance purchasers. PacifiCare will observe all Wisconsin laws and regulations in proposing any changes to UWLIC's product and service offerings.

22. *Will PacifiCare Health Systems, Inc. direct UWLIC to seek to reduce or terminate services in any region of this State in which it is currently active?*

As noted above, it is difficult for PacifiCare to make determinations regarding reductions or terminations of service area prior to finalization of its proposed acquisition of AMS. PacifiCare will observe all Wisconsin laws and regulations in proposing any changes to UWLIC's Wisconsin service area.

23. *Does PacifiCare Health Systems, Inc. plan to direct UWLIC to purchase or sell any books of business over the next twelve months?*

No such action is contemplated at this time. PacifiCare will observe all Wisconsin laws and regulations should it propose the purchase or sale of any books of business by UWLIC.

24. *Does PacifiCare Health Systems, Inc. anticipate any changes to UWLIC's marketing practices or distribution channels?*

At this time, it is difficult for PacifiCare to conclusively describe changes that may occur at UWLIC with respect to marketing practices or distributions channels, as PHS and AMS subsidiaries must maintain arms-length relationships until the acquisition is approved. However, PacifiCare would like to note that it seeks to acquire AMS, and its subsidiary UWLIC due to those entities' strong operational performance. It is PacifiCare's goal to maintain most of UWLIC's business processes in a manner that continues to promote UWLIC's success and future growth.

25. *What effect, if any, would the change in control have on the factors determining rate levels?*

PacifiCare does not anticipate any impact on UWLIC's rate factors as a result of the change in control. PacifiCare will direct UWLIC to continue to develop rates based on market conditions.

26. *Does PacifiCare Health Systems, Inc. have any plans, within the foreseeable future, to enter into discussions or negotiations with other entities concerning the purchase, sale, merger, or affiliation of UWLIC with such entities?*

No.

27. *What cash flow, time frame and sources of funds do the parties anticipate will be needed to pay principal and interest on the debt that will be incurred to fund the purchase of American Medical Security Group, Inc.?*

PacifiCare will make principal and interest payments on debt according to the terms of the various agreements entered into by PacifiCare and its lenders. PacifiCare will use dividends from its various subsidiaries as the primary source of funds for debt payments. Dividends will not be determined in a manner that causes the health plan subsidiaries to fall below capitalization thresholds of 300% RBC. Any dividends will be made according to the laws and regulations of any governing entities with jurisdiction over proposed transactions.

28. *What assets, if any, would be pledged to secure the debt that will be incurred to fund the purchase of American Medical Security Group, Inc.?*

The terms of the new credit facility that will be used to fund the purchase of AMS have not been finalized yet. However, under the terms of the current draft of the credit facility provided to PacifiCare by the lenders (which terms are based upon PacifiCare's existing senior credit facility), PacifiCare would be required to pledge the assets of all its current and future non-regulated subsidiaries and, to the extent permitted by regulatory authorities, the assets of its current and future regulated HMO and insurance subsidiaries. PacifiCare will comply with all Wisconsin laws and regulations in connection with any pledges of assets under the credit facility.

29. *Who will serve as directors and officers of UWLIC immediately following the merger?*

At this time, PacifiCare has not made a final determination as to who will serve as directors and officers of UWLIC following the merger. PacifiCare will comply with all Wisconsin laws and regulations in naming directors and officers of UWLIC in the future.

30. *This Office has expressed reservations concerning UWLIC's participation in the PacifiCare Group's royalty fee arrangement, but PacifiCare's Wisconsin counsel has represented that PacifiCare Health Systems, Inc. intends to preserve use of the American Medical Security brand name. Please confirm and elaborate on PacifiCare Health System's plans for the American Medical Security brand identity.*

PacifiCare seeks to acquire AMS, and its subsidiary UWLIC due to those entities' strong operational performance. It is PacifiCare's goal to maintain the AMS subsidiaries in a manner that continues to promote UWLIC's success, including use of the AMS and UWLIC brand identities. PacifiCare does not intend to rename the AMS subsidiaries using the PacifiCare brand platform or to subject those subsidiaries to the PacifiCare royalty agreements.

Personnel

31. *Is it anticipated that the number of people employed by American Medical Security Group, Inc. and the holding company system that it presently controls will increase or decrease? If so, what is the anticipated magnitude of the change?*

PacifiCare does not expect material changes in the number of employees at AMS.

32. *Will the existing employees of American Medical Security Group, Inc. and UWLIC be transferred to become employees of one or more other companies in the holding company system?*

PacifiCare intends to transition the employees of AMS to the PacifiCare Health Plan Administrator (PHPA) payroll within the first six months following approval of the acquisition. PacifiCare maintains this business practice with all of its subsidiary units for administrative efficiency and payroll tax management. Employee costs are directly charged back to the subsidiary business unit with the exception of certain administrative departments that are charged back via a uniform allocation methodology.

Employee expense charge backs will be appropriately documented in an administrative services agreement between UWLIC and PHPA. Any administrative services agreement to which UWLIC is a party will be established in accordance with Wisconsin laws and regulations.

33. *With respect to the transactions described in the Form A, have any executive employment agreements, side agreements, written plans, or assurances been made or placed under development concerning staff retention, salaries and benefits, or severance packages, for the officers or employees that currently provide services to American Medical Security Group, Inc. or its subsidiaries?*

Mr. Samuel Miller has an existing employment agreement with American Medical Security Group, Inc. (AMS) that will not expire until December 31, 2005. PacifiCare has offered Mr. Miller a new two year employment agreement in order to retain him in the position of President and Chief Executive Officer of AMS. PacifiCare and Mr. Miller are currently negotiating the terms of their new employment agreements. As part of this new employment agreement, Mr. Miller would receive a lump sum change of control payment (described below) at the time of the consummation of the merger and would waive any right to any additional severance or change of control payments upon termination of his employment.

James C. Modaff and Thomas G. Zielinski do not have existing employment agreements with AMS. PacifiCare has offered each of Messrs. Modaff and Zielinski two year employment agreements that would be renewable at the end of the two-year initial term. Messrs. Modaff and Zielinski and PacifiCare are still negotiating the terms of the new employment agreement. As part of the new employment agreements, PacifiCare requested that Messrs. Modaff and Zielinski each waive the right to receive the lump sum change of control payments that would be payable under the Change of Control Severance Benefit Plan described below and PacifiCare would pay certain lump sum payments if their employment terminated either voluntarily or involuntarily (without

cause, or on death or disability) during the first two years. Thereafter, they would participate in PacifiCare's severance plans.

In addition, PacifiCare is in the process of evaluating whether it will offer employment and/or retention agreements to any other officers or employees of AMS.

34. *Will the acquisition of American Medical Security Group, Inc. trigger any change in control provisions under the terms of any executive employment agreement? What is the anticipated amount of change-in-control payments as a consequence of the proposed merger?*

Under the terms of the merger agreement, the options issued under AMS's equity plans, whether or not vested, are being cashed out for an amount of cash equal to the excess of \$32.75 per share subject to each option over the per share exercise price of the option unless the option holder has failed to give a consent to the cash-out. The following table sets forth the number of stock options to acquire shares of AMS common stock held by individuals who serve as executive officers of AMS and the total cash value of the options to be paid in the cash-out:

Name	Total options	Total cash value of options
Samuel V. Miller	1,047,818	\$22,536,717
James C. Modaff	305,500	7,123,387
Thomas G. Zielinski	287,500	6,823,325
John R. Lombardi	75,000	1,356,000
Timothy J. Moore	143,861	3,115,283
John R. Wirch	65,000	1,555,125
Clifford A. Bowers	45,000	1,078,780

Mr. Miller's employment agreement contains a double trigger change of control provision that entitles him to receive payments if his employment is terminated without cause or he terminates his employment with "good reason" within two years following the change of control. Mr. Miller has stated his belief that he will be entitled to terminate his employment for good reason because he will no longer be the chief executive officer of a public company. If the change of control occurs in 2004 and if Mr. Miller's employment were terminated in 2004, he would be entitled to receive a lump sum payment equal to approximately \$3.6 million. In addition to severance, he will receive as of the effective date of the merger (if in 2004), a pro rata bonus under the Executive Management Incentive Program and the Executive Management 2004 Interim Performance Award Plan and if he remains employed beyond the effective date, will be eligible to receive a bonus for the subsequent employment period when bonuses are due or at the time of employment termination. If the merger is completed on December 1, 2004, AMS estimates that Mr. Miller will receive total pro rata bonuses of approximately \$1,202,000. In addition, Mr. Miller is entitled to receive health, dental, long-term disability and life insurance coverage for three years and a gross-up payment to hold him harmless from any golden parachute or Section 280G excise taxes incurred by him in respect of any payments or benefits received from AMS (however, if a 10% reduction in

the value of Mr. Miller's benefits would not subject Mr. Miller to excise tax, Mr. Miller's benefits would be reduced and no gross-up payment would be payable to him).

Clifford A. Bowers, John R. Lombardi, James C. Modaff, Timothy J. Moore, John R. Wirch and Thomas G. Zielinski participate in the American Medical Security Group, Inc. Change of Control Severance Benefit Plan. The merger will constitute a change of control under the severance plan. If a participant's employment is terminated without "cause" or by the participate for "good reason" within two years following the merger then the participant would be entitled to receive severance benefits as follows: Each participant receives a lump sum amount that is either a three times multiple or a one and half times multiple of the sum of (1) the higher of his current salary or average salary for the prior two years and (2) the higher of his target bonus of the year of employment termination or annual bonus received for the prior year. In addition, all participants receive as of the effective date of the merger (if in 2004), a pro rata bonus under the Executive Management Incentive Program and the Executive Management 2004 Interim Performance Award Plan and if he remains employed beyond the effective date, would be eligible to receive a bonus for the subsequent employment period when bonuses are due or at the time of employment termination. Finally, all participants receive a continuation of health, dental, long-term disability and life insurance for either 36 months or 18 months following the change of control and receive an excise tax gross-up under the same terms and conditions as provided under Mr. Miller's employment agreement. Messrs. Lombardi, Modaff, Moore and Zielinski are entitled to receive three times their sum and 36 months of health and other insurance coverage and Messrs. Bowers and Wirch are entitled to one and one-half times their sum and 18 months of health and other insurance coverage. If each officer were to terminate employment in 2004, Messrs. Bowers, Lombardi, Modaff, Moore, Wirch and Zielinski would receive severance payments of approximately \$281,000, \$1.4 million, \$1.6 million, \$976,000, \$334,000 and \$1.6 million, respectively. If the merger is completed on December 1, 2004, AMS estimates that Messrs. Bowers, Lombardi, Modaff, Moore, Wirch and Zielinski will be entitled to receive the following pro rata bonuses: \$119,460, \$490,340, \$510,840, \$277,600, \$149,610, \$510,840, respectively.

35. *What is the anticipated effect of the merger of pension plans on the combined plans' funded status?*

PacifiCare does not intend to merge AMS pension plans with PacifiCare pension plans. While AMS does not have any tax qualified defined benefit pension plans, it does have several other pension plans as such term is broadly used in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). PacifiCare anticipates that the merger will have the following effect on the funded status of the following AMS pension plans:

a) *American Medical Security Retirement Savings Plan.* PacifiCare anticipates the merger will have no effect on the funded status of AMS's 401(k) plan, called the American Medical Security Retirement Savings Plan. PacifiCare has not yet definitively determined whether and/or when it will terminate this 401(k) plan or merge this plan into PacifiCare's 401(k) plan.

b) *American Medical Security Nonqualified Executive Retirement Plan*. Under this plan, which is intended to be “a plan which is unfunded and maintained by an employer primarily for the purposes of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of Section 201(2) and 301(a)(3) of ERISA and intended to be unfunded for purposes of the Internal Revenue Code of 1986, as amended (the “Code”), AMS is required to make an irrevocable contribution to a rabbi trust in an amount sufficient to pay a select group of management or highly compensated employees that participate in the plan all benefits to which they are entitled as of the effective date of the merger. PacifiCare anticipates that AMS has or will make this irrevocable contribution to the rabbi trust prior to the completion of the merger. However, PacifiCare anticipates that the merger will have no effect on the funded (in this case, unfunded) status of this plan.

c) *American Medical Security Group Voluntary Deferred Compensation Plan*. This plan is an unfunded plan of deferred compensation within the meaning of ERISA and the Code. It is PacifiCare’s understanding that AMS has fully funded the rabbi trust. However, PacifiCare anticipates that the merger will have no effect on the funded (in this case, unfunded) status of this plan.

Exhibit List

- Ex. A Confidentiality Agreement dated August 6, 2004
- Ex. B Rights Agreement, dated as of August 9, 2001, by and between American Medical Security Group, Inc. and LaSalle Bank National Association (as successor to Firststar Bank, N.A.)
- Ex. C American Medical Security Group, Inc.'s Change of Control Severance Benefit Plan (as Amended and Restated November 29, 2001).
- Ex. D Employment Agreement by and between American Medical Security Group, Inc. and Samuel V. Miller dated September 28, 2000.
- Ex. E Deferred Stock Agreement by and between American Medical Security Group, Inc. and Samuel V. Miller, effective November 17, 1998.
- Ex. F Requested Biographical Affidavits of Officers and Directors of PacifiCare Health Systems, Inc. (Supplemental Information Pages are Confidential).
- Ex. G Administrative Services Agreement between PacifiCare of California and PacifiCare Health Plan Administrators.
- Ex. H Consent to Jurisdiction on Form E by PacifiCare Health Systems, Inc.
- Ex. I Consent to Jurisdiction on Form E by PacifiCare Health Plan Administrators, Inc.
- Ex. J Schedule of Capitalization Calculations for each of PacifiCare's Insurance Subsidiaries, as of June 30, 2004.
- Ex. K Definitive Proxy Statement of American Medical Security Group, Inc. filed with the Securities and Exchange Commission on November 1, 2004.