

AMENDMENT TO SETTLEMENT AGREEMENT

This amendment to the Settlement Agreement (the "Amendment") is entered into on this 1st day of October 2009 by and through: (a) Counsel for Settling Plaintiffs (on behalf of themselves and each Settlement Class Member as defined in the Settlement Agreement) in American Medical Association, et al. v. United Healthcare Corporation, et al., pending in the United States District Court for the Southern District of New York, Master File No. 00-2800 (LMM) (GWG), Oborski v. United Healthcare Corporation, et al., pending in the United States District Court for the Southern District of New York, Master File No. 00-7246 (LMM), and Malchow, et al. v. Oxford Health Plans, Inc. et al., pending in the United States District Court for the District of New Jersey, Master File No. 08-935 (FSH) (PS) (collectively, the "Actions"); and (b) Counsel for Defendants (collectively, the "Parties"). All capitalized terms not defined herein shall have the meanings set forth in the Settlement Agreement.

WHEREAS, the Parties previously entered into the Settlement Agreement in the Actions, dated January 14, 2009;

WHEREAS, pursuant to Paragraph 31 of the Settlement Agreement, the Parties have agreed to amend the Settlement Agreement solely to the extent set forth in this Amendment; and

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as being part of the overall compromise set forth in the Settlement Agreement, the Parties hereby agree as follows:

1. The definition of "Settlement Class" on page 11 of the Settlement Agreement is stricken in its entirety and replaced with the following:

"Settlement Class" means: (i) all Persons whose health care benefits were insured or administered by any Defendant who, at any time from March 15, 1994 through the Preliminary Approval Date, received out-of-network health care benefits that were processed or reimbursed by such Defendant using the Ingenix Databases or any of Defendants' Seven Relevant Out-Of-Network Reimbursement Policies; and (ii) all Out-Of-Network Health Care Providers and Out-Of-Network Health Care Provider Groups who provided Covered Out-Of-Network Services or Supplies to Persons whose health care benefits were insured or administered by any Defendant at any time from March 15, 1994 through the Preliminary Approval Date, and whose resulting claims were processed or reimbursed by such Defendant using the Ingenix Databases

or any of Defendants' Seven Relevant Out-Of-Network Reimbursement Policies.

2. The following definition of "Seven Relevant Out-Of-Network Reimbursement Policies" shall be inserted between the definitions of "Settling Plaintiffs" and "Subsidiary" on page 12 of the Settlement Agreement:

"Seven Relevant Out-Of-Network Reimbursement Policies" means collectively the following Out-Of-Network Reimbursement Policies: (i) Anesthesia Policy; (ii) Assistant Surgeon Policy; (iii) Co-Surgeon/Team Surgeon Policy; (iv) Multiple Procedure Policy; (v) Preventive Medicine Policy; (vi) Professional/Technical Policy; and (vii) Reduced Services Policy.

3. This Amendment may be executed in counterparts, each of which shall constitute an original. Facsimile signatures shall be considered valid signatures as of the date submitted, although the original signature pages shall thereafter be appended to the Amendment.

EXECUTED and DELIVERED on October 1, 2009.

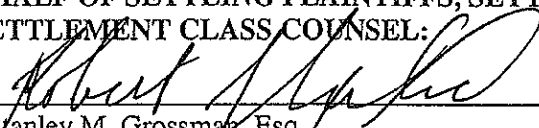
ON BEHALF OF UNITED DEFENDANTS:

By: _____
Name: Thomas J. McGuire, Esq.
Title: Senior Deputy General Counsel, UnitedHealth Group, Inc.
Date: October 1, 2009

ON BEHALF OF DEFENDANT AMERICAN AIRLINES, INC.

By: _____
Name: Randall J. White, Esq.
Title: Associate General Counsel, American Airlines, Inc.
Date: October 1, 2009

**ON BEHALF OF SETTLING PLAINTIFFS, SETTLEMENT CLASS MEMBERS,
AND SETTLEMENT CLASS COUNSEL:**

By:  _____
Name: Stanley M. Grossman, Esq.
Name: D. Brian Hufford, Esq.
Name: Robert J. Axelrod, Esq.
Title: Partner, Pomerantz Haudek Grossman & Gross LLP
Date: October 1, 2009