

EXHIBIT B

SUBORDINATED PROMISSORY NOTE

ON DEMAND, and for value received, the undersigned, [REDACTED] (the “Borrower”), hereby promises to pay to the order of **UnitedHealth Group Incorporated** (the “Lender”, which term includes any subsequent holder hereof) at Minneapolis, Minnesota, or at such other place as the Lender may from time to time hereafter designate to the Borrower in writing the principal sum of the unpaid principal of all amounts advanced hereunder by the Lender to the Borrower. This Note is effective the [REDACTED] day of [REDACTED], [REDACTED] and is subject to the terms and conditions of the Amended and Restated Subordinated Revolving Credit Agreement between Borrower and Lender dated [REDACTED].

Interest on the outstanding balance shall be payable at the applicable currency one month London InterBank Offered Rate (“LIBOR”) plus 50 basis points in effect on the last business day of the month prior to the month for which interest is being calculated and shall reset each month. Provided, however, nothing contained in this Note shall be deemed to establish or require the payment of interest at a rate in excess of the maximum rate of interests permitted by law. In the event that the rate of interest payable under this Note exceeds the maximum rate of interest permitted by law, the rate in interest required to be paid hereunder shall be automatically reduced to the maximum rate permitted by law. Interest shall accrue from the actual date of drawing each advance and be computed based on the actual number days based on the amount of the loan outstanding and based on a 360 day year. Interest shall compounded monthly and be payable at maturity or at the time of payment in full prior to maturity. Borrower, however, shall have the right at any time to prepay all or part of any interest accrued. If Borrower does not pay interest on any loan when due, the amount of any such interest shall be rolled into principal.

This Note may be prepaid by the Borrower at any time in whole or from time to time in part without premium or penalty. Any prepayment will be applied first against accrued and unpaid interest and the balance will be applied to principal. The payment of principal and interest on this Note will be subordinated to the claims of non-affiliated creditors and loans from non-affiliated lenders of the Borrower. No payment of principal and interest hereunder will be made if at the time of such payment or immediately thereafter it will give rise to a default in the payment of any claims or loans from non-affiliates.

Upon failure of the Borrower to pay this Note when demand is made therefor, the Lender may exercise all rights and remedies as may be allowed by law. This Note has been executed and delivered in, and shall be governed by and construed in accordance with the applicable laws of the state of domicile of the Borrower (or the state of the primary license of the Borrower, if it does not do business in its state of domicile), if the Borrower is a health maintenance organization or insurance company; but otherwise, in accordance with the applicable laws of the State of Delaware.

The Borrower hereby waives presentment for payment, notice of dishonor, protest and notice of protest. If this Note is not paid when demanded, the Borrower will pay all of the Lender’s costs of collection including reasonable attorneys’ fees.

BORROWER:

[REDACTED]
By _____
Name _____
Title _____

LENDER:

UNITEDHEALTH GROUP INCORPORATED
By _____
Name _____
Title _____