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SECOND ADDENDUM TO PHARMACY BENEFIT MANAGEMENT CONTRACT

THIS SECOND ADDENDUM is made effective on the date given below, by and between the State of Wisconsin Group Insurance Board ("Board"), and Navitus Health Solutions, LLC, a Wisconsin limited liability company ("Contractor").

Recitals. Effective as of January 1, 2004, the Board and the Contractor entered into a Pharmacy Benefits Management Contract (the "Contract"), whereby the Contractor agreed to provide pharmacy benefits management services to employees of the State of Wisconsin. Effective as of January 1, 2005, the Board and the Contractor entered into an Addendum to Contract, pertaining to an incentive payment under Section 6.01(d) of the Contract. Under Section 1.04 of the Contract, the Contract shall terminate as of December 31, 2006 unless extended by agreement of the parties. The parties enter into this Second Addendum to extend and amend the Contract as set forth herein.

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The parties agree as follows:

1. Extension. As permitted by Section 1.04(b) of the Contract, the parties hereby extend Contract for one four-year extension, beginning January 1, 2007 and ending on December 31, 2010.
2. Amendment. The Contract is amended by adding the following new provision to Section 1.11(a), concerning termination:

(2m) By Board Because of Change in Control of Contractor. The Board shall have the right to terminate the Contract upon a change in control of Contractor, upon 120 days' written notice to Contractor. The Board's right to terminate under this Section shall be exercisable only by written notice given to Contractor no later than 120 days after the later of the following: (i) the effective date of the change in control, whether by consummation of the transaction giving rise to the change in control or by a functional change in the control of the Contractor's operations pending consummation of such a transaction, or (ii) written notice of the effective change in control from Contractor to the Board. For these purposes, a "change in control" shall mean any of the following events: (a) any sale, transfer, or other disposition of all of the outstanding ownership interests of the Contractor (including by merger, consolidation, conversion, or other event), which results in ownership, or a controlling share of ownership, of the Contractor being acquired by any person or entity other than an Affiliate; (b) any sale, transfer, or other disposition of all or substantially all of the assets of the Contractor to any person or entity other than an Affiliate; or (c) the filing of a registration statement by the Contractor under the Securities Act of 1933, as amended, with the United States Securities and Exchange Commission (the "SEC") for the registration of equity securities of the Contractor that would constitute, upon issuance, more than fifty percent (50%) of the outstanding equity interests or voting stock of the Contractor. An "Affiliate" means any owner of the Contractor as

of the date of this Second Addendum, or any person or entity that controls, is controlled by, or is under common control with any such owner, specifically Dean Health Plan, Inc., Dean Health Insurance, Inc., Dean Health Systems, Inc., SSM Health Care of Wisconsin, Inc., PBM Ventures, LLC, United Investors, Inc., United Providers, Inc., ThedaCare, Inc., and Bellin Memorial Hospital.

3. Other. Except as modified by the Addendum and this Second Addendum, the Contract remains in full force and effect according to its terms.

Dated as of July 1, 2006

STATE OF WISCONSIN GROUP
INSURANCE BOARD

NAVITUS HEALTH SOLUTIONS, LLC

By: *William H. Frankel*
Its: CHAIR - C.I.B.

By: *Allen Zimmerman*
Its: President & CEO

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