

UNITEDHEALTH GROUP INC
Form S-4/A
March 21, 2017
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As filed with the Securities and Exchange Commission on March 20, 2017

Registration No. 333-216153

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 1
to
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

UnitedHealth Group Incorporated
(Exact Name of Registrant as Specified in Its Charter)

Delaware
**(State or other jurisdiction of
incorporation or organization)**

6324
**(Primary Standard Industrial
Classification Code Number)**
UnitedHealth Group Center

41-1321939
**(IRS Employer
Identification No.)**

9900 Bren Road East

Minnetonka, Minnesota 55343

(952) 936-1300

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Marianne D. Short

Executive Vice President and Chief Legal Officer

UnitedHealth Group Center

9900 Bren Road East

Minnetonka, Minnesota 55343

(952) 936-1300

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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(303) 899-7300

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effectiveness of this registration statement and the satisfaction or waiver of the conditions to the transactions described herein.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer		Accelerated filer
Non-accelerated filer	(Do not check if a smaller reporting company)	Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed	Proposed	Amount of registration fee
		maximum offering price per share	maximum aggregate offering price	
Common stock, par value \$0.01 per share	12,821,978 shares (1)	N/A	\$2,040,432,204 (2)	\$236,486.09 (3)(4)

(1) Represents the maximum number of shares of UnitedHealth Group Incorporated ("UnitedHealth Group") common stock estimated to be issuable upon consummation of the offer and the mergers, and is based upon the sum of (i) 11,536,496, which is the product of 40,605,430 shares of Surgical Care Affiliates, Inc. ("SCA") common stock

outstanding as of February 15, 2017, multiplied by 0.2841, which represents the exchange ratio used to determine the number of shares of UnitedHealth Group common stock issuable in respect of SCA common stock under the merger agreement, as of February 15, 2017 (and which is subject to adjustment as provided therein), and (ii) 1,285,333, which is the product of 3,619,181 shares of SCA common stock reserved for issuance in respect of compensatory SCA equity awards outstanding as of February 15, 2017 or potentially issuable as permitted under the merger agreement between February 15, 2017 and the closing date of the mergers, multiplied by 0.3551, which represents the exchange ratio used to determine the number of shares of UnitedHealth Group common stock issuable in respect of SCA common stock underlying compensatory SCA equity awards under the merger agreement, as of February 15, 2017 (and which is subject to adjustment as provided therein). In accordance with Rule 416, this registration statement also covers an indeterminate number of additional shares of UnitedHealth Group securities as may be issuable as a result of stock splits, stock dividends or similar transactions.

- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 under the Securities Act on the basis of the market value of the shares of SCA common stock to be exchanged in the offer and the mergers, computed in accordance with Rule 457(f)(1), Rule 457(f)(3) and Rule 457(c) based on (a) the product of (i) \$56.61, the average of the high and low sales prices per share of SCA common stock on February 15, 2017, as reported by Nasdaq, and (ii) 44,224,611, the estimated number of shares of SCA common stock to be exchanged in the offer and the mergers, less (b) the product of (x) \$11.40, the minimum cash consideration that will be paid by UnitedHealth Group to SCA stockholders in the offer and the mergers, and (y) 40,605,430, the estimated number of shares of SCA common stock to be exchanged in the offer and the mergers for the minimum cash consideration.
- (3) The amount of the filing fee, calculated in accordance with Rule 457(f) under the Securities Act, equals 0.0001159 multiplied by the proposed maximum offering price.
- (4) Previously paid.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this document may change. The registrant may not complete the transactions and issue these securities until the registration statement filed with the U.S. Securities and Exchange Commission is effective. This document is not an offer to sell these securities and the registrant is not soliciting an offer to buy these securities in any state or jurisdiction in which such offer is not permitted.

PRELIMINARY AND SUBJECT TO CHANGE, DATED MARCH 20, 2017

Offer by

SPARTAN MERGER SUB 1, INC.,

an indirect wholly owned subsidiary of

UNITEDHEALTH GROUP INCORPORATED,

to exchange each outstanding share of common stock of

SURGICAL CARE AFFILIATES, INC.

for

\$11.40 in cash

and

\$45.60 in the fair market value of shares of the common stock of UnitedHealth Group Incorporated

(subject to an increase in cash and proportional decrease in fair market value of shares of the common stock of UnitedHealth Group Incorporated, and to the other terms and conditions described in this prospectus/offer to exchange and the accompanying letter of transmittal)

THE OFFER AND THE WITHDRAWAL RIGHTS WILL EXPIRE AT 12:01 A.M., NEW YORK CITY TIME, ON FRIDAY, MARCH 24, 2017, UNLESS EARLIER EXTENDED OR TERMINATED.

UnitedHealth Group Incorporated (UnitedHealth Group), through its indirect wholly owned subsidiary, Spartan Merger Sub 1, Inc. (the Offeror), is offering, upon the terms and subject to the conditions set forth in this prospectus/offer to exchange and in the accompanying letter of transmittal, to exchange (such offer to exchange, the offer) for each outstanding share of common stock of Surgical Care Affiliates, Inc. (SCA), par value \$0.01 per share, that is validly tendered in the offer and not properly withdrawn:

\$11.40 in cash, without interest and less any applicable withholding taxes (the default cash consideration); and

a number of shares of UnitedHealth Group common stock, par value \$0.01 per share, equal to the amount obtained by dividing \$45.60 by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the New York Stock Exchange (the NYSE), as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (the default stock consideration).

We refer to the default cash consideration and the default stock consideration together as the default transaction consideration. In lieu of delivering the default transaction consideration, UnitedHealth Group may, by providing written notice to SCA no later than 5:00 p.m., New York City time, on the tenth business day prior to the final expiration date of the offer, deliver (i) an amount in cash greater than the default cash consideration and not to exceed \$27.93 per share of SCA common stock, without interest and less any applicable withholding taxes (we refer to the cash consideration, including as it may be increased at UnitedHealth Group's election, as the applicable cash consideration), and (ii) a number of shares of UnitedHealth Group common stock equal to (a) \$57.00 minus the applicable cash consideration, divided by (b) the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (we refer to the stock consideration, including as it may be decreased at UnitedHealth Group's election, as the applicable stock consideration). We refer to the applicable cash consideration and the applicable stock consideration together as the transaction consideration.

The Offeror's obligation to accept for exchange, and to exchange, shares of SCA common stock for cash and shares of UnitedHealth Group common stock in the offer is subject to a number of conditions, including there having been validly tendered and not properly withdrawn at least the number of shares of SCA common stock that, together with any shares of SCA common stock owned by UnitedHealth Group, the Offeror, and UnitedHealth Group's other subsidiaries, represents at least a majority of the outstanding shares of SCA common stock. See Merger Agreement Conditions to the Offer for a description of all such conditions.

The offer is being made pursuant to an Agreement and Plan of Reorganization (the merger agreement), dated January 7, 2017, among UnitedHealth Group, the Offeror, Spartan Merger Sub 2, LLC (Merger Sub), and SCA. A copy of the merger agreement is attached to this document as Annex A.

The offer is the first step in UnitedHealth Group's plan to acquire control of, and ultimately all of the outstanding equity in, SCA. As a second step in such plan, if the offer is completed, pursuant to the terms and subject to the conditions of the merger agreement, as soon as practicable following the consummation of the offer, UnitedHealth Group intends to consummate a merger of the Offeror with and into SCA, with SCA surviving the merger as an indirect wholly owned subsidiary of UnitedHealth Group (the first merger). Immediately following the first merger, the surviving corporation will merge with and into Merger Sub (the second merger and together with the first merger, the mergers, and the mergers together with the offer, the transactions), with Merger Sub surviving the second merger. As a result of the second merger, the surviving corporation will be converted from a corporation into a limited liability company.

The purpose of the first merger is for UnitedHealth Group to acquire all shares of SCA common stock that it did not acquire in the offer. In the first merger, each outstanding share of SCA common stock that was not acquired by the Offeror in the offer (other than certain dissenting, converted and cancelled shares as described further in this document) will be converted into the right to receive the transaction consideration. After the first merger, SCA, as the surviving corporation, will be an indirect wholly owned subsidiary of UnitedHealth Group, and the former stockholders of SCA will no longer have any direct ownership interest in the surviving corporation. The first merger

will be governed by Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"). Accordingly, if the offer is completed (such that the Offeror owns at least a majority of the outstanding shares of SCA common stock), no stockholder vote will be required to complete the first merger.

The board of directors of SCA unanimously determined and resolved that the terms of the offer, the mergers and the other transactions contemplated by the merger agreement are advisable, and fair to and in the best interests of, SCA and its stockholders. The board of directors of SCA has also unanimously resolved to recommend that the stockholders of SCA accept the offer and tender their shares of SCA common stock to the Offeror pursuant to the offer.

UnitedHealth Group common stock is listed on the NYSE under the symbol "UNH," and SCA common stock is listed on the Nasdaq Global Select Market under the symbol "SCAI." You are encouraged to obtain current market quotations for UnitedHealth Group common stock and SCA common stock in connection with your decision to tender your shares in the offer.

If the offer is successful and the first merger is completed, holders of SCA common stock who have not properly tendered in the offer, and who otherwise comply with the applicable procedures for demanding appraisal under Section 262 of the DGCL, will be entitled to seek appraisal for the fair value of their shares of SCA common stock as determined by the Delaware Court of Chancery. To exercise appraisal rights, a SCA stockholder must strictly comply with all of the procedures under the DGCL. These procedures are described more fully in the section of this document entitled "The Transactions - Appraisal Rights."

For a discussion of certain factors that SCA stockholders should consider in connection with the offer and the mergers, please read the section of this document entitled "Risk Factors" beginning on page 15.

You are encouraged to read this entire document and the related letter of transmittal carefully, including the annexes and information referred to or incorporated by reference in this document.

Neither UnitedHealth Group nor the Offeror has authorized any person to provide any information or to make any representation in connection with the offer other than the information contained or incorporated by reference in this document, and if any person provides any information or makes any representation of this kind, that information or representation must not be relied upon as having been authorized by UnitedHealth Group or the Offeror.

Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offense.

The date of this prospectus/offer to exchange is March 20, 2017.

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ADDITIONAL INFORMATION

As permitted by the U.S. Securities and Exchange Commission (the SEC), this document incorporates by reference important business and financial information about UnitedHealth Group, SCA and their respective subsidiaries from documents filed with the SEC that have not been included in or delivered with this document.

This information is available without charge at the SEC's website at www.sec.gov, as well as from other sources.

You can obtain the documents incorporated by reference in this document, without charge, by requesting them in writing or by telephone from UnitedHealth Group at the following address and telephone number:

Investor Relations

UnitedHealth Group Incorporated

UnitedHealth Group Center

9900 Bren Road East

Minnetonka, Minnesota 55343

(800) 328-5979

In addition, if you have questions about the offer or the mergers, or if you need to obtain copies of this document, the letter of transmittal or other documents incorporated by reference in this document, you may contact the company listed below. You will not be charged for any of the documents you request.

D. F. King & Co., Inc.

48 Wall Street, 22nd Floor

New York, NY 10005

Banks and Brokers Call Collect: (212) 269-5550

All Others Call Toll-Free: (800) 431-9645

Email: UNH@dfking.com

If you would like to request documents, in order to receive timely delivery prior to the expiration of the offer, please make your request at least five (5) business days prior to the expiration date of the offer. The offer is scheduled to expire at 12:01 a.m., New York City time, on Friday, March 24, 2017, unless earlier extended or terminated. **Unless the offer is extended, this means that the latest you should request documents is Monday, March 20, 2017.**

For a more detailed description of the information incorporated by reference in this document and how you may obtain it, please see the section of this prospectus/offer to exchange entitled "Where to Obtain Additional Information."

SCA has supplied all information contained or incorporated by reference in this document relating to SCA, and UnitedHealth Group has supplied all information contained or incorporated by reference in this document relating to UnitedHealth Group. Both SCA and UnitedHealth Group have contributed information relating to the offer and the mergers.

Certain information relating to SCA appears in the Solicitation/Recommendation Statement on Schedule 14D-9, which has been filed by SCA with the SEC (as amended and supplemented, the Schedule 14D-9). The initial Schedule 14D-9 was mailed to SCA stockholders on February 21, 2017.

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QUESTIONS AND ANSWERS ABOUT THE TRANSACTIONS

Below are answers to certain questions that you as a holder of SCA shares may have regarding the offer and the mergers, as such terms are defined below. You are urged to carefully read the remainder of this document, the related letter of transmittal, the annexes to this document and the other documents to which we have referred or incorporated by reference because the information contained in this section and in the Summary section may not provide all of the information that might be important to you in determining whether to tender your SCA shares into the offer. For a description of, and instructions as to how to obtain, this additional information, see Where to Obtain Additional Information.

As used in this document, unless otherwise indicated or the context requires: UnitedHealth Group (or we, us and our) refers to UnitedHealth Group Incorporated, a Delaware corporation; the Offeror refers to Spartan Merger Sub 1, Inc., a Delaware corporation and an indirect wholly owned subsidiary of UnitedHealth Group; Merger Sub refers to Spartan Merger Sub 2, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of UnitedHealth Group; SCA refers to Surgical Care Affiliates, Inc., a Delaware corporation, and its consolidated subsidiaries; UnitedHealth Group common stock refers to the common stock of UnitedHealth Group, par value \$0.01 per share; SCA common stock refers to the common stock of SCA, par value \$0.01 per share; UnitedHealth Group shares refers to shares of UnitedHealth Group common stock; SCA shares refers to shares of SCA common stock; and merger agreement refers to the Agreement and Plan of Reorganization, dated January 7, 2017, by and among UnitedHealth Group, the Offeror, Merger Sub and SCA (as it may be amended from time to time), a copy of which is included as Annex A to this document.

Who is offering to buy my SCA shares?

UnitedHealth Group, through the Offeror, is making this offer to exchange (the offer) cash and UnitedHealth Group shares for all of the outstanding SCA shares. UnitedHealth Group is a diversified health and well-being company dedicated to helping people live healthier lives and making the health system work better for everyone. Through a diversified family of businesses, we leverage core competencies in advanced, enabling technology; health care data, information and intelligence; and clinical care management and coordination to help meet the demands of the health system. These core competencies are deployed within our two distinct, but strategically aligned, business platforms: health benefits operating under UnitedHealthcare and health services operating under Optum.

What is UnitedHealth Group proposing?

Pursuant to the terms of and subject to the conditions set forth in the merger agreement, UnitedHealth Group proposes to acquire control of, and ultimately all of the outstanding equity in, SCA.

The offer is the first step in UnitedHealth Group's plan to acquire all of the outstanding SCA shares, and the first merger (as defined below) is the second step in such plan.

In the offer, if a sufficient number of shares of SCA common stock are validly tendered into the offer and not properly withdrawn such that, together with any shares of SCA common stock owned by UnitedHealth Group, the Offeror and UnitedHealth Group's other subsidiaries, UnitedHealth Group will directly or indirectly own at least a majority of the then-outstanding shares of SCA common stock, subject to the satisfaction or waiver of the other conditions to the offer, the Offeror will accept for exchange, and exchange, the SCA shares validly tendered and not properly withdrawn in the offer for the transaction consideration, as such term is defined below.

As soon as practicable following the completion of the offer, and as the second step in UnitedHealth Group's plan to acquire all of the outstanding SCA shares, the Offeror will merge with and into SCA, with SCA surviving the merger as an indirect wholly owned subsidiary of UnitedHealth Group (the first merger). The purpose of the first merger is for UnitedHealth Group to acquire all remaining shares of SCA common stock that

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it did not acquire in the offer. In the first merger, each outstanding share of SCA common stock that was not acquired by the Offeror in the offer (other than certain dissenting, converted and cancelled shares, as described further in this document) will be converted into the right to receive the transaction consideration.

After the first merger, SCA, as the surviving corporation, will be an indirect wholly owned subsidiary of UnitedHealth Group, and the former stockholders of SCA will no longer have any direct ownership interest in the surviving corporation. The first merger will be governed by Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), and accordingly, if the offer is completed, no stockholder vote will be required to consummate the first merger. Immediately following the first merger, the surviving corporation in the first merger will merge with and into Merger Sub (the "second merger", together with the first merger, the "mergers" and the mergers together with the offer, the "transactions"), with Merger Sub surviving the second merger. The second merger will be governed by Section 267 of the DGCL and Section 18-209(i) of the Limited Liability Company Act of the State of Delaware (the "DLLCA"). As a result of the second merger, the surviving corporation will be converted from a corporation into a limited liability company. It is intended that the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Please read the discussion under "Material U.S. Federal Income Tax Consequences" for more information.

What are the classes and amounts of SCA securities that UnitedHealth Group is offering to acquire?

UnitedHealth Group, through the Offeror, is seeking to acquire all of the issued and outstanding shares of SCA common stock, par value \$0.01 per share.

What will I receive for my shares of SCA common stock?

UnitedHealth Group, through the Offeror, is offering, upon the terms and subject to the conditions set forth in this document and in the accompanying letter of transmittal, to exchange for each outstanding share of SCA common stock that is validly tendered in the offer and not properly withdrawn:

\$11.40 in cash, without interest and less any applicable withholding taxes (the "default cash consideration"); and

a number of shares of UnitedHealth Group common stock, par value \$0.01 per share, equal to the amount obtained by dividing \$45.60 by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the New York Stock Exchange (the "NYSE"), as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (the "default stock consideration").

We refer to the default cash consideration and the default stock consideration as the "default transaction consideration." In lieu of delivering the default transaction consideration, UnitedHealth Group may, by providing written notice to SCA no later than 5:00 p.m., New York City time, on the tenth business day prior to the final expiration date of the offer, deliver (i) an amount in cash greater than the default cash consideration and not to exceed \$27.93 per share of SCA common stock, without interest and less any applicable withholding taxes (we refer to the cash consideration, including as it may be increased at UnitedHealth Group's election, as the "applicable cash consideration"), and (ii) a number of shares of UnitedHealth Group common stock equal to (a) \$57.00 minus the applicable cash consideration,

divided by (b) the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (we refer to the stock consideration, including as it may be decreased at UnitedHealth Group's election, as the applicable stock

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consideration). We refer to the applicable cash consideration and the applicable stock consideration together as the transaction consideration.

If you do not tender your shares into the offer but the first merger is completed, you will also receive the transaction consideration in the first merger in exchange for your shares of SCA common stock.

When and how will I know whether UnitedHealth Group elects to increase the cash portion of the transaction consideration?

If UnitedHealth Group elects to increase the cash portion and decrease the stock portion of the transaction consideration, UnitedHealth Group will provide written notice to SCA no later than 5:00 p.m., New York City time, on the tenth business day prior to the final expiration date of the offer. Promptly following such notice and no later than 9:00 a.m., New York City time, on the next business day, the Offeror will make a public announcement concerning such election and the transaction consideration. Such public announcement must occur at least ten business days before the final expiration date of the offer.

If UnitedHealth Group does not elect to increase the cash consideration and decrease the stock consideration, the holders of SCA shares will receive the default transaction consideration.

Why is UnitedHealth Group proposing the offer and the mergers?

UnitedHealth Group is proposing the offer and the first merger to acquire control of, and ultimately the entire equity interest in, SCA. After the first merger, the SCA business will be held in a wholly owned subsidiary of UnitedHealth Group, and the former SCA stockholders will no longer have any direct ownership interest in this entity. See The Transactions UnitedHealth Group s Reasons for the Transactions for more information.

Does the board of directors of SCA support the transactions?

Yes. The board of directors of SCA (the SCA Board) unanimously determined and resolved that the terms of the offer, the mergers and the other transactions contemplated by the merger agreement were advisable, fair to and in the best interests of, SCA and its stockholders. The SCA Board has also unanimously resolved to recommend that the holders of SCA shares accept the offer and tender their shares of SCA common stock to the Offeror pursuant to the offer.

See The Transactions SCA s Reasons for the Transactions; Recommendation of the Board of Directors of SCA for more information. A description of the reasons for this recommendation is also set forth in the Schedule 14D-9, which has been filed by SCA with the SEC. The initial Schedule 14D-9 was mailed to SCA stockholders on February 21, 2017.

Have any of SCA s stockholders agreed to support the transactions?

Yes. Concurrently with the execution of the merger agreement, each of TPG FOF V-A, L.P., TPG FOF V-B, L.P. and TPG Partners V, L.P. (collectively, the TPG stockholders) which, as of January 5, 2017, beneficially owned, in the aggregate, approximately 30% of the outstanding shares of SCA common stock, entered into a tender and support agreement (the tender and support agreement) with UnitedHealth Group and the Offeror, pursuant to which, among other things and subject to the terms and conditions therein, each TPG stockholder agreed to tender and not withdraw all of such TPG stockholder s SCA shares into the offer. See Tender and Support Agreement for more information.

Will I have to pay any fee or commission to exchange my SCA shares?

If you are the record owner of your SCA shares and you tender those shares in the offer, you will not have to pay any brokerage fees, commissions or similar expenses. If you own your shares of SCA common stock through

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a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your SCA shares on your behalf, your broker or such other nominee may charge a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply.

What are the conditions to the offer?

The Offeror and UnitedHealth Group are not obligated to consummate the offer unless the following conditions, among others, have been satisfied:

Minimum Tender Condition SCA stockholders having validly tendered and not properly withdrawn prior to the expiration of the offer a number of shares of SCA common stock that, together with any shares of SCA common stock then owned by UnitedHealth Group, the Offeror or any other subsidiary UnitedHealth Group, represents at least a majority of all then-outstanding SCA shares (the minimum tender condition);

HSR Clearance any waiting period (and extensions thereof) applicable to the offer and the mergers under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act), having expired or been terminated;

Effectiveness of Form S-4 the registration statement on Form S-4, of which this document is a part, having been declared effective by the SEC under the U.S. Securities Act of 1933, as amended (the Securities Act), and no stop order suspending the effectiveness of such registration statement having been issued or proceeding seeking a stop order having been initiated or threatened by the SEC;

Listing of UnitedHealth Group Common Stock the UnitedHealth Group shares to be issued in the offer and the first merger having been approved for listing on the NYSE, subject to official notice of issuance;

Accuracy of SCA's Representations the representations and warranties of SCA contained in the merger agreement being true and correct as of the date of the merger agreement and the expiration date of the offer, subject to specified materiality standards;

SCA's Compliance with Covenants SCA having performed and complied in all material respects with all covenants and agreements required by the merger agreement to be performed or complied with by SCA prior to the expiration date;

No Legal Prohibition there being no injunction, whether temporary, preliminary or permanent, by any court or other tribunal of competent jurisdiction or law that has been adopted and is effective that, in each case, prohibits or makes illegal the consummation of the offer or the mergers;

Tax Opinions the receipt of written opinions by UnitedHealth Group and SCA from their respective legal counsel, dated as of the expiration date of the offer, to the effect that, on the basis of certain facts, representations and assumptions set forth or referred to in such opinions, the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code;

No Merger Agreement Termination the merger agreement not having been terminated in accordance with its terms; and

Required Health Care Regulatory Consents SCA having obtained all consents, authorizations, waivers and approvals and having made all filings, applications and notices, in each case, with respect to certificates of need and licenses to operate as an ambulatory surgery center or a hospital, as the case may be, required to be obtained by SCA pursuant to applicable health care laws in order to consummate the transactions with respect to at least 94% of all facilities that provide health care services that are operated or managed by SCA, its subsidiaries or certain related entities of SCA.

For a more complete description of the conditions to the offer, see the section entitled Merger Agreement Conditions to the Offer.

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UnitedHealth Group's obligation to consummate the offer is not conditioned upon any financing arrangements or contingencies. See [The Transactions](#) [Source and Amount of Funds](#).

How long will it take to complete the offer and the mergers?

The offer and the mergers are currently expected to be completed in the first half of 2017, subject to the satisfaction or waiver of the conditions described in [Merger Agreement](#) [Conditions to the Offer](#) and [Merger Agreement](#) [Conditions to the Mergers](#).

Until what time can I tender my shares of SCA common stock in the offer?

The offer is scheduled to expire at 12:01 a.m., New York City time, on Friday, March 24, 2017, unless extended or earlier terminated. Any extension, delay, termination, waiver or amendment of the offer will be followed as promptly as practicable by public announcement thereof to be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. During any such extension, all shares previously tendered and not properly withdrawn will remain subject to the offer, subject to the rights of a tendering stockholder to withdraw such stockholder's shares. Expiration date means Friday, March 24, 2017, unless and until the Offeror has extended or re-extended the period during which the offer is open, subject to the terms and conditions of the merger agreement or as required by applicable laws, in which event the term expiration date means the subsequent time and date at which the offer, as so extended or re-extended by the Offeror, will expire.

Subject to the provisions of the merger agreement, and unless the offer or the merger agreement is terminated in accordance with its terms, (1) the Offeror must (and UnitedHealth Group must cause the Offeror to) extend the offer for any period required by the U.S. federal securities laws and rules and regulations of the SEC and its staff or of the Nasdaq Global Select Market ([Nasdaq](#)) (but in no event will the Offeror be required to extend the offer past July 7, 2017 (the end date)), and (2) if the offer conditions are not satisfied at any scheduled expiration date, the Offeror may (and must, if requested by SCA) extend the offer and the expiration date for not more than 10 business days after the previously scheduled expiration date. If, as of any expiration date, the HSR clearance condition or the minimum tender condition have not been satisfied, and if the Offeror elects to, or if SCA requests that the Offeror, extend the offer and the expiration date, the Offeror will extend the offer and the then-scheduled expiration date to a date that is not more than 20 business days after the then-scheduled expiration date (but which may in no event be later than the end date). However, in no event will the Offeror be required to (and will not, if requested by SCA) extend the offer to a date that is after the later of (i) 30 calendar days following the satisfaction of each of the conditions related to HSR clearance, effectiveness of the registration statement on Form S-4 of which this document is a part, the approval for listing of the UnitedHealth Group shares to be issued in the offer and the first merger and required health care regulatory consents, and (ii) May 7, 2017.

If the merger agreement is terminated, the Offeror will promptly terminate the offer.

Other than in connection with the termination of the merger agreement, the Offeror may not terminate or withdraw the offer without the prior written consent of SCA.

Any decision to extend, terminate or withdraw the offer will be made public by a press release or otherwise by a public announcement.

See [Exchange Offer Procedures](#) [Extension, Termination and Amendment of Offer](#).

How do I tender my shares of SCA common stock?

To validly tender shares of SCA common stock held of record, SCA stockholders must:

if such shares are held in book entry form directly with SCA via the direct registration system, deliver a properly completed and duly executed letter of transmittal, along with any required signature

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guarantees and any other required documents, if applicable, for tendered SCA shares to Wells Fargo Bank, N.A., the exchange agent for the offer, at its address set forth elsewhere in this document and the letter of transmittal, all of which must be received by the exchange agent prior to the expiration date; or

if such shares are in electronic book-entry form, deliver an agent's message in connection with a book-entry transfer, and any other required documents, to the exchange agent at its address set forth elsewhere in this document and the letter of transmittal and follow the other procedures for book-entry tender set forth herein, all of which must be received by the exchange agent prior to the expiration date.

If your shares of SCA common stock are held in street name (i.e., through a broker, dealer, commercial bank, trust company or other nominee), those shares may be tendered by your nominee by book-entry transfer through The Depository Trust Company. To validly tender such shares held in street name, you should instruct such nominee to do so prior to the expiration date.

We are not providing for guaranteed delivery procedures. Accordingly, you must allow sufficient time for the necessary tender procedures to be completed during normal business hours prior to the expiration date.

Tenders received by the exchange agent after the expiration date will be disregarded and of no effect. In all cases, you will receive your consideration for your tendered shares only after timely receipt by the exchange agent of a confirmation of a book-entry transfer of such shares, and a properly completed and duly executed letter of transmittal and any other required documents.

For a more complete discussion of the procedures for tendering your shares of SCA common stock, see Exchange Offer Procedures Procedures for Tendering.

Until what time can I withdraw tendered shares of SCA common stock?

You may withdraw your previously tendered shares of SCA common stock at any time until the offer has expired (as the same may be extended) or if the Offeror fails to promptly accept and pay for your tendered SCA shares. Once the Offeror accepts your tendered shares for exchange, however, you will no longer be able to withdraw them. For a more complete discussion of the procedures for withdrawing your SCA shares, see Exchange Offer Procedures Withdrawal Rights.

How do I withdraw previously tendered shares of SCA common stock?

To withdraw previously tendered shares of SCA common stock that are held of record, you must deliver a written notice of withdrawal with the required information to the exchange agent at any time at which you have the right to withdraw such shares.

To withdraw previously tendered shares of SCA common stock that are held in street name, you must instruct your broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your shares and such broker, dealer, commercial bank, trust company or other nominee must effectively withdraw such shares at any time at which you have the right to withdraw such shares.

For a more complete discussion of the procedures for withdrawing your SCA shares, including the applicable deadlines for effecting withdrawals, see Exchange Offer Procedures Withdrawal Rights.

When and how will I receive the transaction consideration in exchange for my tendered shares of SCA common stock?

Upon the terms and subject to the satisfaction or waiver of the conditions of the offer (including, if the offer is extended or amended, the terms and conditions of any extension or amendment), promptly following the expiration date, the Offeror will accept for exchange, and will thereafter promptly exchange, all shares of SCA common stock validly tendered and not properly withdrawn prior to the expiration date.

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The Offeror will deliver the transaction consideration for your validly tendered and not properly withdrawn shares through the exchange agent, which will act as your agent for the purpose of receiving the transaction consideration from the Offeror and transmitting such transaction consideration to you. In all cases, you will receive the transaction consideration for your tendered shares only after timely receipt by the exchange agent a confirmation of a book-entry transfer of such shares, and a properly completed and duly executed letter of transmittal and any other required documents for such shares.

Why does the cover page to this document state that this offer is preliminary and subject to change, and that the registration statement filed with the SEC is not yet effective? Does this mean that the offer has not commenced?

No. Completion of this document and effectiveness of the registration statement are not necessary to commence this offer. The offer was commenced on the date of the initial filing of the registration statement on Form S-4 of which this document is a part. UnitedHealth Group cannot, however, accept for exchange any SCA shares tendered in the offer or issue any UnitedHealth Group shares in exchange for SCA Shares until the registration statement is declared effective by the SEC and the other conditions to the offer have been satisfied or waived.

What happens if I do not tender my shares of SCA common stock?

If UnitedHealth Group completes the offer, it intends to complete the first merger as soon as practicable following the completion of the offer. Upon consummation of the first merger, each share of SCA common stock that has not been tendered and accepted for exchange in the offer, unless appraisal under Delaware law for such shares has been properly demanded, and other than shares held in treasury by SCA or shares held by UnitedHealth Group or any subsidiary of UnitedHealth Group, will be converted in the first merger into the right to receive the transaction consideration.

If the offer is completed, will SCA continue as a public company?

No. If the first merger takes place, SCA will no longer be publicly traded, and the SCA business will be held in an indirect wholly owned subsidiary of UnitedHealth Group. UnitedHealth Group is required, on the terms and subject to the satisfaction or waiver of the conditions set forth in the merger agreement, to consummate the first merger as soon as practicable following its acceptance for exchange of shares of SCA common stock in the offer. The first merger will be governed by Section 251(h) of the DGCL, and accordingly, if the offer is completed, no stockholder vote will be required to consummate the merger. As such, UnitedHealth Group anticipates that, if the offer is completed, the first merger will be completed on the same day as the offer.

Will I have appraisal rights with respect to my shares of SCA common stock in connection with the transactions?

Appraisal rights are not available in connection with the offer, and SCA stockholders who tender their shares in the offer will not have appraisal rights in connection with the first merger. However, if the Offeror is successful and accepts shares in the offer and the first merger is completed, holders of shares of SCA common stock will be entitled to exercise appraisal rights in connection with the first merger and seek appraisal for the fair value of their SCA shares if they did not properly tender their shares in the offer and satisfy the other requirements and comply with the applicable procedures for demanding appraisal rights prescribed by Delaware law.

SCA stockholders who (i) did not tender their SCA shares in the offer, (ii) demand appraisal of their shares of SCA common stock in accordance with Section 262 of the DGCL and otherwise comply with the applicable statutory

procedures under Section 262 of the DGCL and (iii) do not thereafter withdraw their demand for appraisal of such shares or otherwise lose their appraisal rights, in each case in accordance with the DGCL, will

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be entitled to receive a judicial determination of the fair value of their shares of SCA common stock (as of the effective time of the first merger, exclusive of any element of value arising from the accomplishment or expectation of the first merger) and to receive payment of such fair value in cash in lieu of receiving the transaction consideration. Any such judicial determination of the fair value of shares of SCA common stock could be based upon considerations other than, or in addition to, the price paid in the offer and the first merger and the market value of shares of SCA common stock. The value so determined could be higher or lower than, or the same as, the price per SCA share paid by UnitedHealth Group or the Offeror pursuant to the offer and the first merger. You should be aware that opinions of investment banking firms as to the fairness from a financial point of view of the consideration payable in a sale transaction, such as the offer and the first merger, are not opinions as to fair value for the purposes of appraisal under applicable Delaware law.

Under Section 262 of the DGCL, where a merger or consolidation is approved under Section 251(h), either a constituent corporation before the effective date of the merger, or the surviving corporation within ten (10) days thereafter, shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of Section 262 of the DGCL. The Schedule 14D-9 that was mailed to SCA stockholders on February 21, 2017 constitutes the formal notice of appraisal rights under Section 262 of the DGCL.

The foregoing summary of the rights of dissenting stockholders under Delaware law does not purport to be a complete statement of the procedures to be followed by SCA stockholders desiring to exercise appraisal rights under Section 262 of the DGCL, and is qualified in its entirety by the full text of Section 262 of the DGCL which is attached as Annex B to the Schedule 14D-9. See The Transactions Appraisal Rights.

Does UnitedHealth Group have the financial resources to complete the offer and the mergers?

Yes. As discussed above, the transaction consideration will consist of UnitedHealth Group common stock and cash. The offer and the mergers are not conditioned upon any financing arrangements or contingencies.

Who should I contact if I have questions about the offer?

You may contact D. F. King & Co., Inc., the information agent, 48 Wall Street, 22nd Floor, New York, NY 10005, toll-free at (800) 431-9645 or UNH@dfking.com.

Where can I find more information about UnitedHealth Group and SCA?

You can find more information about UnitedHealth Group and SCA from various sources described in the section of this prospectus/offer to exchange entitled Where to Obtain More Information.

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SUMMARY

*This section summarizes selected information presented in greater detail elsewhere in this document. However, this summary may not contain all of the information that may be important to SCA stockholders in determining whether to tender their SCA shares in the offer. You are urged to carefully read the remainder of this document, the related letter of transmittal, the annexes to this document and the other information referred to or incorporated by reference in this document which contain additional important information about UnitedHealth Group, SCA and the transactions. For a description of, and instructions as to how to obtain, this information, see *Where to Obtain Additional Information*. Each item in this summary includes a page reference directing you to a more complete description of that item.*

Purpose of the Offer and the Mergers (Page 23)

The purpose of the offer and the mergers that have been agreed to between UnitedHealth Group and SCA is for UnitedHealth Group to acquire control of, and all of the outstanding equity in, SCA. The offer is the first step in UnitedHealth Group's plan to acquire all of the outstanding shares of SCA common stock, and the first merger is the second step in such plan. If the offer is completed, tendered shares of SCA common stock will be exchanged for the transaction consideration, and if the first merger is completed, any remaining shares of SCA common stock that were not tendered into the offer (other than certain dissenting, converted or cancelled shares, as described further in this document) will be converted into the right to receive the transaction consideration.

Transaction Consideration (Page 23)

UnitedHealth Group, through the Offeror, is offering, upon the terms and subject to the conditions set forth in this document and in the accompanying letter of transmittal, to exchange for each outstanding share of SCA common stock that is validly tendered in the offer and not properly withdrawn:

\$11.40 in cash, without interest and less any applicable withholding taxes (the default cash consideration); and

a number of shares of UnitedHealth Group common stock, par value \$0.01 per share, equal to the amount obtained by dividing \$45.60 by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (the default stock consideration).

We refer to the default cash consideration and the default stock consideration as the default transaction consideration. In lieu of delivering the default transaction consideration, UnitedHealth Group may, by providing written notice to SCA no later than 5:00 p.m., New York City time, on the tenth business day prior to the final expiration date of the offer, deliver (i) an amount in cash greater than the default cash consideration and not to exceed \$27.93 per share of SCA common stock, without interest and less any applicable withholding taxes (we refer to the cash consideration, including as it may be increased at UnitedHealth Group's election, as the applicable cash consideration), and (ii) a number of shares of UnitedHealth Group common stock equal to (a) \$57.00 minus the applicable cash consideration, divided by (b) the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock

on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (we refer to the stock consideration, including as it may be decreased at UnitedHealth Group's election, as the applicable stock consideration). We refer to the applicable cash consideration and the applicable stock consideration together as the transaction consideration.

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SCA stockholders will not receive any fractional shares of UnitedHealth Group common stock in the offer or the first merger, and each SCA stockholder who otherwise would be entitled to receive a fraction of a share of UnitedHealth Group common stock pursuant to the offer or the first merger will be paid an amount in cash (without interest and less any applicable withholding taxes) in lieu thereof, based on the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer.

The Offer (Page 23)

UnitedHealth Group, through the Offeror, is offering, upon the terms and subject to the conditions set forth in this document and in the accompanying letter of transmittal, to exchange the transaction consideration for each outstanding share of SCA common stock that is validly tendered in the offer and not properly withdrawn.

The Mergers (Page 23)

The first merger and the second merger (which we refer to collectively as the mergers) will be completed as soon as practicable following the Offeror's acceptance of SCA shares tendered in the offer if the offer is completed, assuming the satisfaction or waiver of the other conditions to the mergers at such time. If the offer is completed, the first merger will be subject to Section 251(h) of the DGCL, which means that no vote of SCA stockholders will be required to complete the first merger. Accordingly, UnitedHealth Group anticipates that, if the offer is completed, the first merger will be completed on the same day as the offer.

In the first merger, the Offeror will merge with and into SCA, with SCA surviving the merger. At the effective time of the first merger, each outstanding share of SCA common stock that was not acquired by the Offeror in the offer (other than certain dissenting, converted or cancelled shares, as described further in this document) will be converted into the right to receive the transaction consideration. After the first merger, SCA will be held as a direct wholly owned subsidiary of Merger Sub and an indirect wholly owned subsidiary of UnitedHealth Group, and the former stockholders of SCA will no longer have any direct ownership interest in the surviving corporation.

Immediately following the first merger, the surviving corporation will merge with and into Merger Sub, with Merger Sub surviving the second merger. The second merger will be governed by Section 267 of the DGCL and Section 18-209(i) of the DLLCA. As a result of the second merger, the surviving corporation will be converted from a corporation into a limited liability company. It is intended that the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the Code). Please read the discussion under Material U.S. Federal Income Tax Consequences for more information.

The Companies (Page 21)

UnitedHealth Group

UnitedHealth Group Incorporated

UnitedHealth Group Center

9900 Bren Road East

Minnetonka, Minnesota 55343

(952) 936-1300

UnitedHealth Group is a diversified health and well-being company dedicated to helping people live healthier lives and helping to make the health system work better for everyone. Through a diversified family of businesses, we leverage core competencies in advanced, enabling technology; health care data, information and intelligence; and clinical care management and coordination to help meet the demands of the health system.

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These core competencies are deployed within our two distinct, but strategically aligned, business platforms: health benefits operating under UnitedHealthcare and health services operating under Optum.

UnitedHealth Group Incorporated was incorporated in January 1977 in Minnesota. On July 1, 2015, UnitedHealth Group Incorporated changed its state of incorporation from Minnesota to Delaware pursuant to a plan of conversion. Shares of UnitedHealth Group are traded on the NYSE under the ticker symbol UNH.

Offeror

Spartan Merger Sub 1, Inc.

c/o UnitedHealth Group Incorporated

UnitedHealth Group Center

9900 Bren Road East

Minnetonka, Minnesota 55343

(952) 936-1300

The Offeror is a Delaware corporation and an indirect wholly owned subsidiary of UnitedHealth Group. The Offeror was incorporated on January 5, 2017 for the purpose of making the offer and consummating the first merger. The Offeror has engaged in no business activities to date and it has no material assets or liabilities of any kind, other than those incident to its formation and those incurred in connection with the merger agreement, the offer and the mergers.

Merger Sub

Spartan Merger Sub 2, LLC

c/o UnitedHealth Group Incorporated

UnitedHealth Group Center

9900 Bren Road East

Minnetonka, Minnesota 55343

(952) 936-1300

Merger Sub is a Delaware limited liability company and a direct wholly owned subsidiary of UnitedHealth Group. Merger Sub was formed on January 5, 2017 for the purpose of consummating the second merger. Merger Sub has engaged in no business activities to date and it has no material assets or liabilities of any kind, other than those incident to its formation and those incurred in connection with the mergers.

SCA

Surgical Care Affiliates, Inc.

510 Lake Cook Road, Suite 400

Deerfield, Illinois 60015

(847) 236-0921

SCA is a leading provider of solutions to physicians, health plans, and health systems to optimize surgical care. SCA operates one of the largest networks of surgical facilities in the United States, which as of December 31, 2016, included 197 ambulatory surgery centers and seven surgical hospitals in partnership with approximately 3,000 physician partners.

SCA was converted from a Delaware limited liability company, previously named ASC Acquisition LLC, to a Delaware corporation on October 30, 2013. Its shares trade on Nasdaq under the ticker symbol SCAI.

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Expiration of the Offer (Page 63)

The offer is scheduled to expire at 12:01 a.m., New York City time, on Friday, March 24, 2017, which is the expiration date, unless and until the Offeror has extended or re-extended the period during which the offer is open, subject to the terms and conditions of the merger agreement, in which event the term expiration date means the subsequent time and date at which the offer, as so extended or re-extended by the Offeror, will expire.

Extension, Termination and Amendment of Offer (Page 63)

Subject to the provisions of the merger agreement, and unless the offer or the merger agreement is terminated in accordance with its terms, (1) the Offeror must (and UnitedHealth Group must cause the Offeror to) extend the offer for any period required by the U.S. federal securities laws and rules and regulations of the SEC and its staff or of Nasdaq (but in no event will the Offeror be required to extend the offer past July 7, 2017(the end date)), and (2) if the offer conditions are not satisfied at any scheduled expiration date, the Offeror may (and must, if requested by SCA) extend the offer and the expiration date for not more than 10 business days after the previously scheduled expiration date. If, as of any expiration date, the HSR clearance condition or the minimum tender condition have not been satisfied, and if the Offeror elects to, or if SCA requests that the Offeror, extend the offer and the expiration date, the Offeror will extend the offer and the then-scheduled expiration date to a date that is not more than 20 business days after the then-scheduled expiration date (but which may in no event be later than the end date). However, in no event will the Offeror be required to (and the Offeror will not, if requested by SCA) extend the offer to a date that is after the later of (i) 30 calendar days following the satisfaction of each of the conditions related to HSR clearance, effectiveness of the registration statement on Form S-4 of which this document is a part, the approval for listing of the UnitedHealth Group shares to be issued in the offer and the first merger and required health care regulatory consents, and (ii) May 7, 2017.

If the merger agreement is terminated, the Offeror will promptly terminate the offer. Other than in connection with the termination of the merger agreement, the Offeror may not terminate or withdraw the offer without the prior written consent of SCA. Any decision to extend, terminate or withdraw the offer will be made public by a press release or otherwise by a public announcement.

Conditions to the Offer and the Mergers (Pages 93 - 95)

Completion of the offer and the mergers is subject to certain conditions, including, among others:

Minimum Tender Condition SCA stockholders having validly tendered and not properly withdrawn prior to the expiration of the offer a number of shares of SCA common stock that, together with any shares of SCA common stock then owned by UnitedHealth Group, the Offeror or any other subsidiary UnitedHealth Group, represents at least a majority of all then-outstanding SCA shares;

HSR Clearance any waiting period (and extensions thereof) applicable to the offer and the mergers under the HSR Act having expired or been terminated;

Effectiveness of Form S-4 the registration statement on Form S-4, of which this document is a part, having been declared effective by the SEC under the Securities Act, and no stop order suspending the

effectiveness of such registration statement having been issued or proceeding seeking a stop order having been initiated or threatened by the SEC;

Listing of UnitedHealth Group Common Stock the UnitedHealth Group shares to be issued in the offer and the first merger having been approved for listing on the NYSE, subject to official notice of issuance;

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Accuracy of SCA's Representations the representations and warranties of SCA contained in the merger agreement being true and correct as of the date of the merger agreement and the expiration date of the offer, subject to specified materiality standards;

SCA's Compliance with Covenants SCA having performed and complied in all material respects with all covenants and agreements required by the merger agreement to be performed or complied with by SCA prior to the expiration date;

No Legal Prohibition there being no injunction, whether temporary, preliminary or permanent, by any court or other tribunal of competent jurisdiction or law that has been adopted and is effective that, in each case, prohibits or makes illegal the consummation of the offer or the mergers;

Tax Opinions the receipt of written opinions by UnitedHealth Group and SCA from their respective legal counsel, dated as of the expiration date of the offer, to the effect that, on the basis of certain facts, representations and assumptions set forth or referred to in such opinions, the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code;

No Merger Agreement Termination the merger agreement not having been terminated in accordance with its terms; and

Required Health Care Regulatory Consents SCA having obtained all consents, authorizations, waivers and approvals and having made all filings, applications and notices, in each case, with respect to certificates of need and licenses to operate as an ambulatory surgery center or a hospital, as the case may be, required to be obtained by SCA pursuant to applicable health care laws in order to consummate the transactions with respect to at least 94% of all facilities that provide health care services that are operated or managed by SCA, its subsidiaries or certain related entities of SCA.

Withdrawal Rights (Page 65)

SCA stockholders may withdraw previously tendered SCA shares at any time until the expiration time on the expiration date (as the same may be extended) or if the Offeror fails to promptly accept and pay for such tendered shares. For the withdrawal to be effective, the exchange agent must receive a written notice of withdrawal from the relevant SCA stockholder (including, among other things, information as to the relevant SCA stockholder and the number of shares to be withdrawn) prior to the expiration time on the expiration date. Once the Offeror accepts shares for exchange pursuant to the offer, SCA stockholders who previously tendered their shares will no longer be able to withdraw them.

Procedures for Tendering (Page 65)

To validly tender SCA shares held of record, SCA stockholders must:

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if held in book entry form directly with SCA via the direct registration system, deliver a properly completed and duly executed letter of transmittal, along with any required signature guarantees and any other required documents, if applicable, for tendered SCA shares to the exchange agent for the offer, at its address set forth elsewhere in this document, all of which must be received by the exchange agent prior to the expiration date; or

if such shares are in electronic book-entry form, deliver an agent's message in connection with a book-entry transfer, and any other required documents, to the exchange agent at its address set forth elsewhere in this document and follow the other procedures for book-entry tender set forth herein, all of which must be received by the exchange agent prior to the expiration date.

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If SCA shares are held in street name (*i.e.*, through a broker, dealer, commercial bank, trust company or other nominee), those shares may be tendered by the nominee holding such shares by book-entry transfer through DTC. To validly tender such shares held in street name, SCA stockholders should instruct such nominee to do so prior to the expiration date. See Exchange Offer Procedures Procedures for Tendering for more information.

Treatment of SCA Common Stock and Equity Awards (Page 74)*SCA Stock Options*

As described under Interests of Certain Persons in the Transactions Treatment of Equity and Equity-Based Awards SCA Stock Options, at the effective time of the first merger, by virtue of the first merger, each outstanding SCA stock option, will, without any further action on the part of any holder thereof, be converted into an option to purchase that number of shares of UnitedHealth Group common stock (rounded down to the nearest whole number) equal to the product of (a) the number of shares of SCA common stock subject to such SCA stock option and (b) \$57.00 divided by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer (the equity conversion ratio) at an exercise price per share (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (1) the exercise price per share for such option immediately prior to the effective time of the first merger, by (2) the equity conversion ratio. UnitedHealth Group will convert SCA stock options into converted UnitedHealth Group options in such a manner as to ensure that the converted UnitedHealth Group options are not subject to Section 409A of the Code as a result of the assumption and conversion. The converted UnitedHealth Group options will have the same vesting schedule, exercisability terms and other terms and conditions as the corresponding SCA stock options, provided that the period following a change in control during which an individual's converted UnitedHealth Group options become fully vested in the event of certain terminations of employment shall be extended from two (2) years to four (4) years, and all references to the Company in SCA's equity incentive plan and award agreements will be references to UnitedHealth Group.

SCA Restricted Stock Units

As described under Interests of Certain Persons in the Transactions Treatment of Equity and Equity-Based Awards SCA RSUs beginning on page 53, at the effective time of the first merger, by virtue of the first merger, the SCA restricted stock units (RSUs) outstanding immediately prior to the effective time of the first merger will be converted into restricted stock units of UnitedHealth Group common stock (converted RSUs) equal to the product of (a) the number of shares of SCA common stock subject to such SCA RSUs and (b) the equity conversion ratio, rounded down to the nearest whole number. Any converted RSUs so issued will be subject to the same terms and conditions as were applicable under such SCA RSUs, provided that the period following a change in control during which an individual's converted RSUs become fully vested in the event of certain terminations of employment shall be extended from two (2) years to four (4) years, and all references to the Company in SCA's equity incentive plan and award agreements will be references to UnitedHealth Group.

Notwithstanding the above, if an SCA RSU is subject to an agreement with an individual holder in effect as of January 7, 2017 that provides that such SCA RSU shall be settled in connection with a change of control involving SCA (without the required occurrence of termination or any other event), such SCA RSU shall be settled in shares of SCA common stock immediately prior to the occurrence of the effective time of the first merger and the holder shall be treated as a shareholder and will receive the transaction consideration in respect thereof.

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SCA Performance Share Awards

At the effective time of the first merger, by virtue of the first merger, the SCA performance share awards (SCA PSAs) outstanding immediately prior to the effective time of the first merger shall be assumed and converted into that number of UnitedHealth Group performance share awards, rounded down to the nearest whole share (converted PSAs) equal to the product of (x) the number of shares of SCA common stock subject to such SCA PSAs, with such number determined as of the closing date of the first merger and (y) the equity conversion ratio. Other than the extension from two (2) years to four (4) years of the period following a change in control during which an individual s converted PSA becomes fully vested in the event of certain terminations of employment, each converted PSA shall continue to be governed by the same terms and conditions as were applicable to the applicable SCA PSA immediately prior to conversion, including the satisfaction of the performance criteria set forth in the SCA PSA, provided that all references to the Company in SCA s equity incentive plan and award agreements will be references to UnitedHealth Group.

Treatment of Teammate Stock Purchase Plan (Page 76)

Following the date of the merger agreement, SCA will take all actions necessary to ensure that no offering period under the SCA Teammate Stock Purchase Plan (TSPP) will be authorized or commenced on or after the date of the merger agreement, except for the six-month offering period under the TSPP that commenced on January 1, 2017. If the first merger occurs prior to the end of the offering period in effect on the date of the merger agreement, each individual participating in such offering period shall receive notice of the transactions contemplated by the merger agreement and shall have an opportunity to terminate his or her outstanding purchase rights under the TSPP, and such offering period shall end prior to the date of the first merger. Each TSPP participant s accumulated contributions under the TSPP shall be used to purchase shares of SCA common stock in accordance with the TSPP as of the end of the offering period, and any remaining accumulated but unused payroll deductions shall be distributed to the relevant participants without interest as promptly as practicable. SCA will terminate the TSPP and all rights under it prior to the date of the first merger.

Regulatory Approvals (Page 51)

Completion of the offer is subject to the expiration or termination of any waiting period (and extensions thereof) applicable to the offer and the mergers under the HSR Act. As of the date of this document, the waiting period under the HSR Act has expired, and accordingly this condition to the offer has been satisfied. UnitedHealth Group and SCA are required to use their respective reasonable best efforts to consummate the offer and the mergers and make effective the mergers as soon as practicable, including by taking all actions necessary to obtain any antitrust or other required governmental approvals.

Source and Amount of Funds (Page 61)

UnitedHealth Group estimates that the aggregate amount of cash consideration required to purchase the maximum amount of shares of SCA common stock sought in the offer (which is 100% of the outstanding shares of SCA common stock on a fully diluted basis) and complete the first merger is approximately \$484.5 million, in the case of the default cash consideration, or approximately \$1,187.0 million, in the case of the maximum applicable cash consideration, plus in each case related fees and expenses. UnitedHealth Group anticipates that the funds needed to complete the offer and the first merger will be derived from available cash on hand. UnitedHealth Group s obligations to consummate the offer and the first merger are not conditioned upon any financing arrangements or contingencies.

Interests of Certain Persons in the Transactions (Page 52)

Certain of SCA's executive officers and directors may have financial interests in the transactions that may be different from, or in addition to, the interests of SCA's stockholders generally. The SCA Board was aware of

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these potentially differing interests and considered them, among other matters, in evaluating and negotiating the merger agreement and in reaching its decision to approve the merger agreement and the transactions contemplated therein.

Listing of UnitedHealth Group Common Stock (Page 92)

UnitedHealth Group will submit the necessary applications to seek to cause the shares of its common stock to be issued as transaction consideration in the offer and the first merger to be approved for listing on the NYSE. Approval of this listing is a condition to completion of the offer and the first merger.

Tender and Support Agreement (Page 100)

On January 7, 2017, concurrently with the execution of the merger agreement, the TPG stockholders entered into the tender and support agreement with UnitedHealth Group and the Offeror. Pursuant to, and subject to the terms and conditions set forth in, the tender and support agreement, among other things, each TPG stockholder agreed to tender all of the SCA shares of which such TPG stockholder is the beneficial or record owner (which, as of January 5, 2017, represented in the aggregate approximately 30% of the outstanding SCA shares) into the offer, and not to tender their SCA shares into, or vote in favor of, any competing offer or takeover proposal. The tender and support agreement terminates automatically, among other things, upon the termination of the merger agreement.

Comparative Market Price and Dividend Matters (Page 102)

UnitedHealth Group common stock is listed on the NYSE under the symbol UNH, and SCA shares are listed on Nasdaq under the symbol SCAI. On January 6, 2017, the trading day before the public announcement of the execution of the merger agreement, the closing price per SCA share on Nasdaq was \$48.75, and the closing price per share of UnitedHealth Group common stock on the NYSE was \$162.41. On February 17, 2017, the last practicable trading day prior to the commencement of the offer, the closing price per SCA share on Nasdaq was \$56.69, and the closing price per share of UnitedHealth Group common stock on the NYSE was \$157.62. SCA stockholders should obtain current market quotations for SCA shares and shares of UnitedHealth Group common stock before deciding whether to tender their SCA shares in the offer. See Comparative Market Price and Dividend Matters for a discussion of pro forma per share data.

Ownership of UnitedHealth Group After the Offer and the First Merger (Page 49)

UnitedHealth Group estimates that former stockholders of SCA will own, in the aggregate, approximately 1.3% of the shares of UnitedHealth Group common stock outstanding immediately following completion of the offer and the first merger, assuming the default stock consideration, or approximately 0.8%, assuming the minimum applicable stock consideration.

Comparison of Stockholders Rights (Page 159)

As a result of the offer and the mergers, holders of SCA common stock will become holders of UnitedHealth Group common stock. The rights of UnitedHealth Group stockholders are different in some respects from the rights of SCA stockholders due to the different provisions of the governing documents of SCA and UnitedHealth Group. Therefore, SCA stockholders will have different rights as stockholders once they become UnitedHealth Group stockholders. These differences are described in more detail under Comparison of Stockholders Rights.

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Material U.S. Federal Income Tax Consequences (Page 152)

It is intended that the offer and the mergers, taken together, qualify as a reorganization within the meaning of Section 368(a) of the Code. It is a condition to UnitedHealth Group's obligation to complete the offer that UnitedHealth Group and SCA each receive a written opinion from their respective legal counsel, Hogan Lovells US LLP (Hogan Lovells) and Cleary Gottlieb Steen & Hamilton LLP (Cleary Gottlieb), respectively, to the effect that the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code. Accordingly, assuming the receipt and accuracy of such opinions, U.S. holders (as defined in the section of this prospectus/offer to exchange entitled Material U.S. Federal Income Tax Consequences) of shares of SCA common stock that receive a combination of shares of UnitedHealth Group common stock and cash (other than cash received in lieu of fractional shares of UnitedHealth Group common stock) in exchange for shares of SCA common stock pursuant to the offer and/or the first merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount by which the sum of the fair market value of UnitedHealth Group common stock and cash received by the U.S. holder exceeds such U.S. holder's adjusted tax basis in its shares of SCA common stock surrendered and (ii) the amount of cash received by such U.S. holder.

Holders of SCA common stock should read the section of this prospectus/offer to exchange entitled Material U.S. Federal Income Tax Consequences for a more complete discussion of the U.S. federal income tax consequences of the transactions. Tax matters can be complicated, and the tax consequences of the transactions to a particular holder will depend on such holder's particular facts and circumstances. SCA stockholders should consult their own tax advisors to determine the specific consequences to them of exchanging their shares of SCA common stock for the transaction consideration pursuant to the offer or the first merger.

Accounting Treatment (Page 61)

In accordance with United States generally accepted accounting principles (GAAP or U.S. GAAP), UnitedHealth Group will account for the acquisition of SCA shares in the offer and the first merger under the acquisition method of accounting for business combinations.

Questions About the Offer and the Mergers

Questions or requests for assistance or additional copies of this document may be directed to the information agent at the telephone number and addresses set forth below. SCA stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the offer and the mergers.

The information agent for the offer is:

D. F. King & Co., Inc.

48 Wall Street, 22nd Floor

New York, NY 10005

Banks and Brokers Call Collect: (212) 269-5550

All Others Call Toll-Free: (800) 431-9645

Email: UNH@dfking.com

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The following table sets forth certain selected financial information for UnitedHealth Group as of the end of and for the years indicated. The selected consolidated statements of operations data for the years ended December 31, 2016, 2015 and 2014, and the selected consolidated balance sheet data as of December 31, 2016 and 2015 are derived from, and qualified by reference to, the audited consolidated financial statements included in UnitedHealth Group's Annual Report on Form 10-K for the year ended December 31, 2016, which is incorporated by reference into this document. The selected consolidated statements of operations data for the years ended December 31, 2013 and 2012 and the selected consolidated balance sheet data as of December 31, 2014, 2013 and 2012 are derived from UnitedHealth Group's audited consolidated financial statements, which are not incorporated by reference into this document. You should read the summary selected financial data together with UnitedHealth Group's Management's Discussion and Analysis of Financial Condition and Results of Operations and UnitedHealth Group's historical consolidated financial statements and the notes thereto. The historical results are not necessarily indicative of results to be expected in the future. For more information, see [Where to Obtain Additional Information](#).

(in millions, except percentages and per share data)	For the Year Ended December 31,				
	2016	2015 (a)	2014	2013	2012
Consolidated operating results					
Revenues	\$ 184,840	\$ 157,107	\$ 130,474	\$ 122,489	\$ 110,618
Earnings from operations	12,930	11,021	10,274	9,623	9,254
Net earnings attributable to UnitedHealth Group common shareholders	7,017	5,813	5,619	5,625	5,526
Return on equity (b)	19.4%	17.7%	17.3%	17.7%	18.7%
Basic earnings per share attributable to UnitedHealth Group common shareholders	\$ 7.37	\$ 6.10	\$ 5.78	\$ 5.59	\$ 5.38
Diluted earnings per share attributable to UnitedHealth Group common shareholders	7.25	6.01	5.70	5.50	5.28
Cash dividends declared per common share	2.3750	1.8750	1.4050	1.0525	0.8000
Consolidated cash flows from (used for)					
Operating activities	\$ 9,795	\$ 9,740	\$ 8,051	\$ 6,991	\$ 7,155
Investing activities	(9,355)	(18,395)	(2,534)	(3,089)	(8,649)
Financing activities	(1,011)	12,239	(5,293)	(4,946)	471
As of December 31,					
(in millions, except percentages and per share data)	2016	2015	2014	2013	2012
Consolidated Financial Position					
Cash and investments	\$ 37,143	\$ 31,703	\$ 28,063	\$ 28,818	\$ 29,148
Total assets (c)	122,810	111,254	86,300	81,880	80,811
Total commercial paper and long-term debt (c)	32,970	31,965	17,324	16,778	16,680
Redeemable noncontrolling interests	2,012	1,736	1,388	1,175	2,121
Total equity	38,177	33,725	32,454	32,149	31,178

(a) Includes the effects of the July 2015 Catamaran acquisition and related debt issuances.

(b) Return on equity is calculated as net earnings divided by average equity. Average equity is calculated using the equity balance at the end of the preceding year and the equity balances at the end of each of the four quarters of

the year presented.

- (c) In the first quarter of 2016, UnitedHealth Group adopted Financial Accounting Standards Board (FASB) Accounting Standard Update (ASU) No. 2015-03 (ASU 2015-03), retrospectively as required. Accordingly, UnitedHealth Group Incorporated reclassified debt issuance costs of \$129, \$82, \$83, and \$80 as of December 31, 2015, 2014, 2013 and 2012, respectively, that were recorded in total assets to total commercial paper and long-term debt on the Consolidated Balance Sheet.

Table of Contents**SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF SCA**

The following table sets forth certain selected financial information for SCA as of the end of and for the periods indicated. The selected consolidated statements of operations data for the fiscal years ended December 31, 2016, 2015, and 2014 and the selected consolidated balance sheet data as of December 31, 2016 and 2015 are derived from, and qualified by reference to, the consolidated financial statements included in SCA's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, which is incorporated by reference into this document. The selected consolidated statements of operations data for the year ended December 31, 2013 and 2012 and the selected consolidated balance sheet data as of December 31, 2014, 2013 and 2012 are derived from SCA's consolidated financial statements, which are not incorporated by reference into this document. You should read this summary selected financial data together with SCA's Management's Discussion and Analysis of Financial Condition and Results of Operations and SCA's historical consolidated financial statements and the notes thereto. The historical results are not necessarily indicative of results to be expected in the future. For more information, see [Where to Obtain Additional Information](#).

	Year Ended December 31,				
	2016	2015	2014	2013	2012
(in millions, except facilities and per unit data in actual amounts)					
Net operating revenues:					
Net patient revenues	\$ 1,201.6	\$ 971.4	\$ 788.0	\$ 731.6	\$ 699.0
Management fee revenues	54.8	61.0	58.9	40.5	17.8
Other revenues	25.0	19.1	17.8	13.6	9.6
Total net operating revenues	1,281.4	1,051.5	864.7	785.7	726.4
Equity in net income of nonconsolidated affiliates	54.4	49.9	32.6	23.4	16.8
Operating expenses:					
Salaries and benefits	426.5	351.0	297.2	270.9	234.2
Supplies	303.6	221.4	177.9	170.2	164.8
Other operating expenses	198.1	161.9	124.9	127.7	112.8
Depreciation and amortization	88.6	66.2	52.7	41.5	40.0
Occupancy costs	45.7	36.5	29.4	25.5	25.3
Provision for doubtful accounts	22.3	17.2	14.1	14.2	12.7
Impairment of intangible and long-lived assets	1.9	0.6	0.6		0.4
Loss (gain) on disposal of assets	1.8	1.9	(0.2)	0.1	(0.3)
Total operating expenses	1,088.5	856.7	696.4	650.1	589.9
Operating income	247.4	244.7	200.9	158.9	153.2
Interest expense	43.2	42.1	32.8	60.2	58.6
HealthSouth option expense		11.7			
Debt modification expense	2.4	5.0			
Loss on extinguishment of debt	0.2	0.5		10.3	
Interest income	(20.5)	(0.4)	(0.2)	(0.2)	(0.3)
(Gain) loss on sale of investments	(33.0)	(4.0)	(7.6)	12.3	7.1
Income from continuing operations before income taxes	255.2	189.6	175.9	76.2	87.8

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(Benefit) provision for income taxes	28.8	(84.8)	9.4	12.3	8.5
Income from continuing operations (1)	226.4	274.4	166.5	63.9	79.3
Loss from discontinued operations, net of income tax expense	(0.1)	(0.8)	(9.4)	(9.3)	(4.9)
Net income	226.3	273.6	157.1	54.6	74.4

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	Year Ended December 31,				
	2016	2015	2014	2013	2012
(in millions, except facilities and per unit data in actual amounts)					
Less: Net income attributable to noncontrolling interests	(190.9)	(158.3)	(125.2)	(105.9)	(94.4)
Net income (loss) attributable to Surgical Care Affiliates	\$ 35.4	\$ 115.3	\$ 32.0	\$ (51.3)	\$ (20.0)
Basic net income (loss) per share attributable to Surgical Care Affiliates:					
Continuing operations attributable to Surgical Care Affiliates	\$ 0.88	\$ 2.95	\$ 1.07	\$ (1.33)	\$ (.50)
Discontinued operations attributable to Surgical Care Affiliates	\$	\$ (.02)	\$ (.24)	\$ (.29)	\$ (.16)
Net income (loss) per share attributable to Surgical Care Affiliates	\$ 0.88	\$ 2.93	\$ 0.83	\$ (1.62)	\$ (.66)
Basic weighted average shares outstanding (in thousands) (2)	40,214	39,360	38,477	31,688	30,340
Distribution paid per share on September 16, 2013	\$	\$	\$	\$ 2.47	\$
Diluted net income (loss) per share attributable to Surgical Care Affiliates:					
Continuing operations attributable to Surgical Care Affiliates	\$ 0.86	\$ 2.85	\$ 1.03	\$ (1.33)	\$ (.50)
Discontinued operations attributable to Surgical Care Affiliates	\$	\$ (.02)	\$ (.23)	\$ (.29)	\$ (.16)
Net income (loss) per share attributable to Surgical Care Affiliates	\$ 0.86	\$ 2.83	\$ 0.80	\$ (1.62)	\$ (.66)
Diluted weighted average shares outstanding (in thousands) (2)	41,106	40,734	39,958	31,688	30,340
Facilities (at period end):					
Consolidated facilities	125	104	95	87	87
Equity method facilities	61	68	65	60	52
Managed-only facilities	19	21	26	30	8
Total facilities	205	193	186	177	147

	December 31,				
	2016	2015	2014	2013	2012
	(in millions)				
Balance Sheet Data (at period end):					
Cash and cash equivalents	\$ 131.8	\$ 79.3	\$ 8.7	\$ 85.8	\$ 118.6
Total current assets	430.9	314.9	237.5	234.0	267.4
Total assets (3)	2,670.7	2,001.6	1,642.9	1,415.6	1,403.1
Current portion of long-term debt	64.1	32.5	24.7	22.6	14.9
Total current liabilities	341.9	258.1	248.5	197.7	175.2
Long-term debt, net of current portion	1,051.4	851.8	660.6	641.9	765.0
Total liabilities (3)	1,498.7	1,185.9	1,060.5	977.7	1,061.4
Total Surgical Care Affiliates equity	440.1	382.3	243.3	205.7	147.5
Noncontrolling interests non-redeemable	714.9	411.5	323.6	210.3	172.5

Total equity	1,154.9	793.7	567.0	416.0	320.0
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Note: Totals above may not sum due to rounding and any references in the table above and these footnotes to Surgical Care Affiliates, the Company, we, us and our refer to Surgical Care Affiliates, Inc. and its consolidated affiliates as of our conversion from a Delaware limited liability company to a Delaware corporation on October 30, 2013 and to ASC Acquisition LLC and its consolidated subsidiaries prior to our conversion from a Delaware limited liability company to a Delaware corporation on October 30, 2013.

- (1) Income (loss) from continuing operations attributable to Surgical Care Affiliates, which is income from continuing operations less net income attributable to noncontrolling interests, was \$35.5 million, \$116.1 million, \$41.3 million, \$(42.0) million and \$(15.1) million for years-ended December 31, 2016, 2015, 2014, 2013 and 2012, respectively.
- (2) Calculated based on number of shares of common stock and vested RSUs that would have been outstanding as of December 31, 2012, assuming our conversion from a Delaware limited liability company to a Delaware corporation.
- (3) Our consolidated assets as of December 31, 2016, 2015 and 2014, include total assets of a VIE of \$453.4 million, \$76.1 million and \$117.5 million, respectively, which can only be used to settle the obligations of the VIE. Our consolidated total liabilities as of December 31, 2016, 2015 and 2014 include total liabilities of the VIE of \$241.5 million, \$41.0 million and \$23.8 million, respectively, for which the creditors of the VIE have no recourse to us, with the exception of \$24.2 million, \$4.0 million and \$3.4 million of debt guaranteed by us at December 31, 2016, 2015 and 2014, respectively. Our consolidated assets as of December 31, 2013 and December 31, 2012 include total assets of a VIE of \$49.5 million and \$28.2 million, respectively, which can only be used to settle the obligations of the VIE. Our consolidated total liabilities as of December 31, 2013 and December 31, 2012 include total liabilities of the VIE of \$12.2 million and \$1.4 million, respectively, for which the creditors of the VIE have no recourse to us, with the exception of \$4.0 million of debt guaranteed by us at December 31, 2013.
- (4) Year over year comparisons are impacted by acquisitions as discussed in Note 2 to the consolidated financial statements included in SCA's Annual Report on Form 10-K for the year ended December 31, 2016, which is incorporated by reference in this document.

Table of Contents**UNAUDITED COMPARATIVE PER SHARE DATA**

The following table reflects historical information about basic and diluted earnings per share and cash dividends per share for the year ended December 31, 2016 for each of UnitedHealth Group and SCA, in each case, on a historical basis, and for UnitedHealth Group and SCA on an unaudited pro forma combined basis after giving effect to the transactions. The summary unaudited comparative per share data give effect to the anticipated transactions under the acquisition method of accounting. For purposes of preparing the unaudited comparative per share data, the transactions are assumed to have occurred as of or at the beginning of the period presented for the basic and diluted earnings per share and cash dividends per share and as of the end of the period for the book value per share. The SCA equivalent pro forma combined per share data is calculated by multiplying the pro forma combined UnitedHealth Group common stock per share amounts by the exchange ratio of 0.28.

SCA stockholders should read the information presented in the following table together with the historical financial statements of UnitedHealth Group and SCA and the related notes, which are incorporated by reference in this document. The pro forma data are unaudited and for illustrative purposes only. SCA stockholders should not rely on this information as being indicative of the historical results that would have been achieved during the periods presented had the companies always been combined or the future results that the combined company will achieve after the consummation of the transactions. This pro forma information is subject to risks and uncertainties, including those discussed in Risk Factors.

	UnitedHealth Group Historical	SCA Historical	Pro Forma Combined	Pro Forma Equivalent SCA Share
Net income per share attributable to common shareholders for the year ended December 31, 2016:				
Basic earnings per share	\$ 7.37	\$ 0.88	\$ 7.33	\$ 2.05
Diluted earnings per share	7.25	0.86	7.21	2.02
Cash dividends declared per share for the year ended December 31, 2016:	2.375		2.375	n/a
Book Value per share as of December 31, 2016:	\$ 40.20	\$ 10.86	\$ 39.78	\$ 11.14

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RISK FACTORS

SCA stockholders should carefully read this document and the other documents referred to or incorporated by reference into this document, including in particular the following risk factors, in deciding whether to tender their SCA shares pursuant to the offer.

Risks Relating to the Transactions

The offer remains subject to conditions that UnitedHealth Group cannot control.

The offer is subject to a number of conditions, including the minimum tender condition, receipt of required clearance under the HSR Act, lack of legal prohibitions against consummation of the offer or the mergers, the approval for listing on the NYSE of the shares of UnitedHealth Group common stock to be issued in the transactions, the receipt of opinions of SCA's and UnitedHealth Group's respective legal counsel regarding the tax treatment of the transactions, the effectiveness of the registration statement on Form S-4 of which this document is a part, the truth and accuracy of SCA's representations and warranties made in the merger agreement, subject to specified materiality standards, SCA's material compliance with its covenants under the merger agreement, the receipt of certain consents, authorizations, waivers and approvals and the making of certain filings, applications and notices under applicable U.S. health care laws to operate as an ambulatory surgery center or a hospital, and the non-termination of the merger agreement. There are no assurances that all of the conditions to the offer will be satisfied or that the conditions will be satisfied in the time frame expected. If the conditions to the offer are not met, then UnitedHealth Group may, subject to the terms and conditions of the merger agreement, allow the offer to expire, or amend or extend the offer. See Merger Agreement Conditions to the Offer and Conditions to the Mergers.

If the transactions are completed, SCA stockholders will receive UnitedHealth Group common stock as part of the transaction consideration and will accordingly become UnitedHealth Group stockholders. UnitedHealth Group common stock may be affected by different factors than SCA common stock, and UnitedHealth Group stockholders will have different rights than SCA stockholders.

Upon consummation of the transactions, SCA stockholders will receive shares of UnitedHealth Group common stock as part of the transaction consideration and will accordingly become UnitedHealth Group stockholders. UnitedHealth Group's business differs from that of SCA, and UnitedHealth Group's results of operations and the trading price of UnitedHealth Group common stock may be adversely affected by factors different from those that would affect SCA's results of operations and stock price.

In addition, holders of shares of UnitedHealth Group common stock will have rights as UnitedHealth Group stockholders that differ from the rights they had as SCA stockholders before the transactions. For a comparison of the rights of UnitedHealth Group stockholders to the rights of SCA stockholders, see Comparison of Stockholders' Rights.

SCA stockholders will have a reduced ownership and voting interest in UnitedHealth Group, and the amount of their ownership and voting interest in UnitedHealth Group is uncertain.

Immediately following consummation of the offer and the first merger, SCA stockholders will collectively own approximately 1.3% of the outstanding shares of UnitedHealth Group common stock, assuming the default transaction consideration, or approximately 0.8% of the outstanding shares of UnitedHealth Group common stock, assuming UnitedHealth Group elects to increase the applicable cash consideration to the maximum allowed under the merger agreement, and based on an assumed trading price of UnitedHealth Group common stock of \$160.50 (based upon a hypothetical closing date of February 15, 2017, reflecting the volume-weighted average of the closing prices for the

five business days ending on and including the third business day prior to such hypothetical February 15, 2017 closing date). Consequently, SCA stockholders will not be able to exercise as much influence over the management and policies of UnitedHealth Group as they currently exercise over

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SCA, and in the event UnitedHealth Group elects to increase the applicable cash consideration, SCA stockholders influence will be further reduced.

The receipt of UnitedHealth Group shares in the offer and/or the first merger may be taxable to SCA stockholders.

The offer is contingent upon the receipt of an opinion by each of UnitedHealth Group and SCA from their respective legal counsel to the effect that the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code. However, if the offer and the mergers are not treated as component parts of an integrated transaction for U.S. federal income tax purposes, if the mergers are not completed or if the transactions otherwise fail to qualify as a reorganization within the meaning of Section 368(a) of the Code, the exchange of SCA common stock for cash and shares of UnitedHealth Group common stock in the offer and/or the first merger will be taxable to such SCA stockholders for U.S. federal income tax purposes.

SCA stockholders should consult their tax advisors to determine the specific tax consequences to them of the offer and the mergers, including any federal, state, local, foreign or other tax consequences, and any tax return filing or other reporting requirements.

The merger agreement limits SCA's ability to pursue alternative transactions, and in certain instances requires payment of a termination fee of \$90 million, which could deter a third party from proposing an alternative transaction.

The merger agreement contains provisions that, subject to certain exceptions, limit SCA's ability to solicit, initiate or knowingly encourage or knowingly facilitate any inquiries regarding or the making of any proposal or offer that constitutes or could reasonably be expected to lead to an alternative takeover proposal. See Merger Agreement No Solicitation of Acquisition Proposals. In addition, under specified circumstances where the merger agreement is terminated, SCA is required to pay a termination fee of \$90 million if the merger agreement is terminated. See Merger Agreement Termination Fee and Expenses. It is possible that these or other provisions might discourage a potential competing acquirer that might have an interest in acquiring all or a significant part of SCA from considering or proposing an acquisition or might result in a potential competing acquirer proposing to pay a lower per share price to acquire SCA than it might otherwise have proposed to pay.

The stock prices of UnitedHealth Group and SCA common stock may be adversely affected if the transactions are not completed.

If the offer and the mergers are not completed, the prices of UnitedHealth Group common stock and SCA common stock may decline to the extent that the current market prices of such common stock reflect a market assumption that the offer and the mergers will be completed and have value.

The results reflected in the unaudited prospective financial information considered by SCA and its financial advisor may not be realized.

While the unaudited prospective financial information utilized by SCA and its financial advisor in connection with the offer and the mergers and summarized in this document were prepared in good faith based on information available at the time of preparation, no assurances can be made regarding future events or that the assumptions made in preparing such unaudited prospective financial information will accurately reflect future conditions. In preparing such unaudited prospective financial information, the management of SCA made assumptions regarding, among other things, future economic, competitive, regulatory and financial market conditions and future business decisions that may not be realized and that are inherently subject to significant uncertainties and contingencies, including, among others, risks

and uncertainties described or incorporated by reference in this section and the section entitled **Cautionary Statement Regarding Forward-Looking**

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Statements, all of which are difficult to predict and many of which are beyond the control of SCA and UnitedHealth Group. There can be no assurance that the underlying assumptions or projected results will be realized, and actual results will likely differ, and may differ materially, from those reflected in the unaudited prospective financial information, whether or not the offer and the mergers are completed. As a result, the unaudited prospective financial information cannot be considered predictive of actual future operating results, and this information should not be relied on as such. In addition, since such unaudited prospective financial information covers multiple years, the information by its nature becomes less predictive with each successive year.

The opinion of SCA's financial advisor will not reflect changes in circumstances between the signing of the merger agreement and the completion of the transactions.

SCA has not obtained an updated opinion from its financial advisor as of the date of this document and does not expect to receive updated, revised or reaffirmed opinions prior to the completion of the transactions. Changes in the operations and prospects of SCA or UnitedHealth Group, general market and economic conditions and other factors that may be beyond the control of SCA or UnitedHealth Group, and on which SCA's financial advisor's opinion was based, may significantly alter the value of SCA or UnitedHealth Group or the prices of SCA or UnitedHealth Group common stock by the time the transactions are completed. The opinions do not speak as of the time the transactions will be completed or as of any other date other than the date of such opinion. Because SCA's financial advisor will not be updating its opinion, the opinion will not address the fairness of the transaction consideration from a financial point of view at the time the transactions are completed.

Risks Relating to UnitedHealth Group and the Combined Company

UnitedHealth Group may fail to realize any or all of the anticipated benefits of the transactions or those benefits may take longer to realize than expected.

The full benefits of the transactions may not be realized as expected or may not be achieved within the anticipated time frame, or at all. Failure to achieve the anticipated benefits of the transactions could adversely affect UnitedHealth Group's results of operations or cash flows, cause dilution to the earnings per share of UnitedHealth Group, decrease or delay the expected benefits of the transactions and negatively affect the price of UnitedHealth Group common stock.

In addition, UnitedHealth Group and SCA will be required to devote significant attention and resources prior to closing to prepare for the post-closing operation of the surviving company, and UnitedHealth Group will be required post-closing to devote significant attention and resources to successfully align the business practices and integrate the operations of SCA into UnitedHealth Group. This process may disrupt the businesses and, if ineffective, would limit the anticipated benefits of the transactions.

UnitedHealth Group and SCA will incur direct and indirect costs as a result of the transactions.

UnitedHealth Group and SCA will incur substantial expenses in connection with and as a result of completing the transactions and, following the completion of the mergers, UnitedHealth Group expects to incur additional expenses in connection with combining the businesses, operations, policies and procedures of UnitedHealth Group and SCA. Factors beyond UnitedHealth Group's control could affect the total amount or timing of those expenses, many of which, by their nature, are difficult to estimate accurately. Moreover, diversion of management focus and resources from the day-to-day operation of the business to matters relating to the transactions could adversely affect each company's business, regardless of whether the transactions are completed.

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If the value of UnitedHealth Group's business, together with any synergies to be achieved from UnitedHealth Group's acquisition of SCA, is less than the value of the transaction consideration, the trading price of shares of UnitedHealth Group common stock could decrease.

If investors believe that the value of the applicable cash consideration and applicable stock consideration to be exchanged for SCA shares in connection with the offer and the first merger, together with transaction costs, is greater than the value of SCA's business, together with any synergies expected to be achieved from UnitedHealth Group's acquisition of SCA, the trading price of UnitedHealth Group common stock could decrease and the transactions could have a dilutive effect on the value of shares of UnitedHealth Group common stock held by UnitedHealth Group stockholders (including former SCA stockholders).

Executive officers and directors of SCA have interests in the transactions that are different from or are in addition to the interests of SCA stockholders generally.

Certain of SCA's executive directors and officers have financial and other interests in the transactions contemplated by the merger agreement that are different from, or in addition to, the interests of SCA stockholders generally. These interests include, but are not limited to, entitlement to certain compensation and benefits. These interests are described more fully under "The Transactions—Interests of Certain Persons in the Transactions."

Uncertainty during the pendency of the transactions may lower physician utilization of SCA's facilities or otherwise cause commercial health plans or other business partners to delay or defer decisions concerning SCA.

SCA's business depends upon the efforts and success of the physicians who provide medical services at its facilities, and the strength of SCA's relationships with these physicians. In almost all cases, these physicians are not employees of SCA or its facilities and are generally not contractually required to use its facilities. The transactions will be completed only if specified conditions are met, many of which are outside the control of UnitedHealth Group and SCA. In addition, both parties have rights to terminate the merger agreement under specified circumstances. Accordingly, there may be uncertainty regarding the consummation of the transactions, both as to whether they will be consummated and when. This uncertainty may lower physician utilization of SCA's facilities and cause commercial health plans or other business partners to delay or defer decisions concerning SCA. In addition, physicians, commercial health plans and other business partners of SCA may seek to change existing agreements with SCA, which could negatively affect its business, results of operations and financial condition.

Additionally, if the transactions are completed, certain physicians, commercial health plans and other business partners may attempt to terminate or change their relationships with the surviving company or UnitedHealth Group. These decisions could have an adverse effect on the business of the combined company.

UnitedHealth Group's acquisition of SCA could trigger certain change-of-control or similar provisions contained in SCA's agreements with third parties that could permit such parties to terminate or re-negotiate those agreements.

SCA is a party to agreements that permit a counterparty to terminate an agreement or receive payments because the transactions would cause a default or violate an anti-assignment, change-of-control or similar clause in such agreement. If this happens, UnitedHealth Group may have to seek to replace that agreement with a new agreement or make additional payments under such agreement in order to retain the commercial relationship with the counterparty. However, UnitedHealth Group may be unable to replace a terminated agreement on comparable terms or at all. Depending on the importance of such agreement to SCA's business, the failure to replace a terminated agreement on similar terms or at all, and requirements to pay additional amounts, may increase the costs to UnitedHealth Group of operating SCA's business or decrease the expected benefits of the transactions to the surviving company and

UnitedHealth Group.

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Failure to effectively retain, attract and motivate key employees could diminish the anticipated benefits of the transactions.

The success of the acquisition of SCA will depend in part on the attraction, retention and motivation of personnel critical to the business and operations of the surviving company due to, for example, their technical skills or health care industry and management expertise. Employees and consultants may experience uncertainty about their future roles with UnitedHealth Group and SCA during the pendency of the transactions or after their completion.

UnitedHealth Group and SCA do not have identical corporate cultures, and some SCA employees may not want to work for the surviving company. In addition, competitors may recruit employees during UnitedHealth Group's integration of SCA. If UnitedHealth Group and SCA are unable to attract, retain and motivate personnel that are critical to the successful integration of SCA into UnitedHealth Group and the future operation of the combined business, the surviving company could face disruptions in its operations, loss of physicians, strategic relationships, key information, expertise or know-how and unanticipated additional recruiting and training costs. In addition, the loss of key personnel could diminish the anticipated benefits of the acquisition of SCA to UnitedHealth Group.

Risks Related to UnitedHealth Group's Business

You should read and consider the risk factors specific to UnitedHealth Group's business that will also affect the combined company after the transactions. These risks are described in Part I, Item 1A of UnitedHealth Group's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, as filed with the SEC on February 8, 2017, and in other documents that are incorporated by reference into this document. See [Where to Obtain Additional Information](#) for the location of information incorporated by reference in this document.

Risks Related to SCA's Business

You should read and consider the risk factors specific to SCA's business that will also affect the combined company after the transactions. These risks are described in Part I, Item 1A of SCA's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, as filed with the SEC on February 21, 2017, and in other documents that are incorporated by reference into this document. See [Where to Obtain Additional Information](#) for the location of information incorporated by reference in this document.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Information both included and incorporated by reference in this document may contain forward-looking statements, which may be identified by their use of terms such as intend, plan, may, should, will, anticipate, believe, estimate, expect, forecast, continue, potential, opportunity, project and similar terms. These statements are based on certain assumptions and analyses that UnitedHealth Group's management or SCA's management believe are appropriate under the circumstances. However, these statements are subject to risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialize, or should the assumptions prove incorrect, actual results may differ materially from those expected, estimated or projected. Forward-looking statements speak only as of the date they are made, and neither UnitedHealth Group nor SCA undertakes any obligation to publicly update or revise any of them in light of new information, future events or otherwise.

All subsequent written and oral forward-looking statements attributable to UnitedHealth Group, SCA or any person acting on UnitedHealth Group's or SCA's behalf are qualified by the cautionary statements in this section.

Factors that could have a material adverse effect on UnitedHealth Group's or SCA's operations and future prospects or the consummation of the offer and the mergers, many of which are difficult to predict and beyond the control of UnitedHealth Group or SCA, include, but are not limited to:

failure to satisfy the conditions to consummate the transactions; the risk that regulatory or other approvals required for the transactions are not obtained or are obtained subject to conditions that are not anticipated;

the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement;

the failure of the transactions to close in a timely manner or at all for any other reason;

SCA's limited ability to pursue alternative transactions;

the ability of UnitedHealth Group to successfully integrate SCA following completion of the transactions;

realization of the expected benefits of the transactions in a timely manner or at all;

the amount of the costs, fees, expenses and charges related to the offer and the mergers;

effects of the pendency of the transactions on relationships with employees, physicians, suppliers, customers and other business partners;

failure to effectively retain, attract and motivate key employees;

UnitedHealth Group acquiring, managing and integrating new operations, businesses or assets, and the associated diversion of management attention or other related costs or difficulties;

general political, economic and business conditions and industry conditions;

changes to laws or regulations, including in the health care industry;

the hiring and retention of qualified personnel in a competitive labor market;

the inherent uncertainty associated with financial or other projections; and

the ability to implement and achieve business strategies successfully.

These risks and uncertainties, along with the risk factors discussed under Risk Factors in this document, should be considered in evaluating any forward-looking statements contained in this document.

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THE COMPANIES

UnitedHealth Group

UnitedHealth Group Incorporated is a diversified health and well-being company dedicated to helping people live healthier lives and helping to make the health system work better for everyone.

Through a diversified family of businesses, UnitedHealth Group leverages core competencies in advanced, enabling technology; health care data, information and intelligence; and clinical care management and coordination to help meet the demands of the health system. These core competencies are deployed within our two distinct, but strategically aligned, business platforms: health benefits operating under UnitedHealthcare and health services operating under Optum.

UnitedHealthcare provides health care benefits to an array of customers and markets. UnitedHealthcare Employer & Individual serves employers ranging from sole proprietorships to large, multi-site and national employers, public sector employers and other individuals. UnitedHealthcare Medicare & Retirement delivers health and well-being benefits for Medicare beneficiaries and retirees. UnitedHealthcare Community & State manages health care benefit programs on behalf of state Medicaid and community programs and their participants. UnitedHealthcare Global includes UnitedHealthcare Brazil, a health care company providing health and dental benefits and hospital and clinical services to employer groups and individuals in Brazil, and other diversified global health businesses.

Optum is a health services business serving the broad health care marketplace, including payers, care providers, employers, governments, life sciences companies and consumers, through its OptumHealth, OptumInsight and OptumRx businesses. These businesses have dedicated units that help improve overall health system performance, through optimizing care quality, reducing costs and improving consumer experience and care provider performance leveraging distinctive capabilities in data and analytics, pharmacy care services, population health, health care delivery and health care operations.

UnitedHealth Group Incorporated was incorporated in January 1977 in Minnesota. On July 1, 2015, UnitedHealth Group Incorporated changed its state of incorporation from Minnesota to Delaware pursuant to a plan of conversion. Shares of UnitedHealth Group are traded on the NYSE under the ticker symbol `UNH`. The address and telephone number of UnitedHealth Group is UnitedHealth Group Center, 9900 Bren Road East, Minnetonka, Minnesota 55343, (952) 936-1300. UnitedHealth Group also maintains a website at <http://www.unitedhealthgroup.com>. UnitedHealth Group's website and the information contained therein or connected thereto shall not be deemed to be incorporated in this document, and you should not rely on any such information in deciding whether to tender your SCA shares in the offer.

Offeror

Spartan Merger Sub 1, Inc. is a Delaware corporation and an indirect wholly owned subsidiary of UnitedHealth Group. The Offeror was incorporated on January 5, 2017 for the purpose of making the offer and consummating the mergers. The Offeror has engaged in no business activities to date and it has no material assets or liabilities of any kind, other than those incident to its formation and those incurred in connection with the merger agreement, the offer and the mergers.

The address and telephone number of the Offeror's principal executive offices is c/o UnitedHealth Group Incorporated, UnitedHealth Group Center, 9900 Bren Road East, Minnetonka, Minnesota 55343, (952) 936-1300.

Merger Sub

Spartan Merger Sub 2, LLC is a Delaware limited liability company and a direct wholly owned subsidiary of UnitedHealth Group. Merger Sub was formed on January 5, 2017 for the purpose of consummating the second merger. Merger Sub has engaged in no business activities to date and it has no material assets or liabilities of any kind, other than those incident to its formation and those incurred in connection with the mergers.

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The address and telephone number of Merger Sub's principal executive offices is c/o UnitedHealth Group Incorporated, UnitedHealth Group Center, 9900 Bren Road East, Minnetonka, Minnesota 55343, (952) 936-1300.

SCA

Surgical Care Affiliates, Inc. is a leading provider of solutions to physicians, health plans, and health systems to optimize surgical care. SCA operates one of the largest networks of surgical facilities in the United States, which as of December 31, 2016, included 197 ambulatory surgery centers and seven surgical hospitals in partnership with approximately 3,000 physician partners.

Surgical Care Affiliates, Inc., a Delaware corporation, was converted from a Delaware limited liability company, previously named ASC Acquisition LLC, to a Delaware corporation on October 30, 2013. Its shares trade on Nasdaq Global Select Market under the ticker symbol SCAI.

The address and telephone number of SCA's principal executive offices is 510 Lake Cook Road, Suite 400, Deerfield, Illinois 60015, (847) 236-0921.

SCA also maintains a website at <http://www.scasurgery.com>. SCA's website and the information contained therein or connected thereto shall not be deemed to be incorporated in this document, and you should not rely on any such information in deciding whether to tender your SCA shares in the offer.

Table of Contents**THE TRANSACTIONS*****General***

UnitedHealth Group, through the Offeror, which is an indirect wholly owned subsidiary of UnitedHealth Group, is offering upon the terms and subject to the conditions set forth in this document and in the accompanying letter of transmittal, to exchange for each outstanding share of SCA common stock that is validly tendered in the offer and not properly withdrawn:

\$11.40 in cash, without interest and less any applicable withholding taxes (the default cash consideration); and

a number of shares of UnitedHealth Group common stock, par value \$0.01 per share, equal to the amount obtained by dividing \$45.60 by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (the default stock consideration).

We refer to the above as the default transaction consideration. In lieu of delivering the default transaction consideration, UnitedHealth Group may, by providing written notice to SCA no later than 5:00 p.m., New York City time, on the tenth business day prior to the final expiration date of the offer, deliver (i) an amount in cash greater than the default cash consideration and not to exceed \$27.93 per share of SCA common stock, without interest and less any applicable withholding taxes (we refer to the cash consideration, including as it may be increased at UnitedHealth Group's election, as the applicable cash consideration), and (ii) a number of shares of UnitedHealth Group common stock equal to (a) \$57.00 minus the applicable cash consideration, divided by (b) the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer, together with cash in lieu of any fractional shares of UnitedHealth Group common stock, without interest and less any applicable withholding taxes (we refer to the stock consideration, including as it may be decreased at UnitedHealth Group's election, as the applicable stock consideration). We refer to the applicable cash consideration and the applicable stock consideration together as the transaction consideration.

SCA stockholders will not receive any fractional shares of UnitedHealth Group common stock in the offer or the first merger, and each SCA stockholder who otherwise would be entitled to receive a fraction of a share of UnitedHealth Group common stock pursuant to the offer or the first merger will be paid an amount in cash (without interest) in lieu thereof, based on the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer.

The offer is for 100% of the outstanding shares of common stock, par value \$0.01 per share, of SCA. The purpose of the offer and the first merger is for UnitedHealth Group to acquire control of, and ultimately all of the outstanding equity in, SCA. The offer is the first step in UnitedHealth Group's plan to acquire all of the outstanding SCA shares. As a second step in such plan, if the offer is completed, pursuant to the terms and subject to the conditions of the

merger agreement, as soon as practicable following the consummation of the offer, UnitedHealth Group intends to consummate a merger of the Offeror with and into SCA, with SCA surviving the merger. Immediately following the first merger, the surviving corporation will merge with and into Merger Sub, with Merger Sub surviving the second merger. As a result of the second merger, the surviving corporation will be converted from a corporation into a limited liability company. If the offer is completed, tendered shares of SCA common stock will be exchanged for the transaction consideration, and if the first merger is completed, any remaining shares of SCA common stock that were not tendered into the offer (other than certain dissenting, converted or cancelled shares, as described further in this document) will be converted into the right to receive the transaction consideration.

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Background of the Transactions

The SCA Board, with the assistance of SCA's senior management, has regularly reviewed and evaluated the potential strategic alternatives available to SCA (including possible acquisitions, divestitures, joint ventures, business collaborations and business combination transactions) to maximize stockholder value. As part of this review, the SCA Board has periodically considered whether the continued execution of SCA's business strategy as a standalone company, or a business combination with a third party, would provide the best path to enhance stockholder value.

In addition, in the ordinary course SCA regularly engages in discussions with a variety of other organizations concerning commercial partnering opportunities. Over the past two years, SCA has engaged in such discussions with UnitedHealth Group with respect to a commercial relationship focused on, among other things, the development of a national contract between SCA and UnitedHealth Group that would include value-based contracts for surgical care based on quality, patient experience and efficiency and the establishment of partnerships between SCA and medical groups associated with UnitedHealth Group's OptumCare business whereby SCA would partner with such medical groups to optimize surgical delivery (quality, experience and cost) in specific markets.

From time to time during 2015, in consultation with members of the SCA Board, Mr. Hayek met with UnitedHealth Group representatives (including Stephen Hemsley, the Chief Executive Officer of UnitedHealth Group, and David S. Wichmann, the President of UnitedHealth Group). During these meetings, Mr. Hayek provided the UnitedHealth Group representatives with an overview of SCA and its business model of partnering in specific markets with health plans, medical groups and health systems to enhance the delivery of surgical care, and had further discussions with UnitedHealth Group representatives about the proposed commercial relationship.

At a November 2015 meeting between Messrs. Hayek and Wichmann, Mr. Wichmann briefly raised the potential benefits of a business combination between SCA and UnitedHealth Group's OptumCare division. The UnitedHealth Group board of directors (the UnitedHealth Group Board), with the assistance of UnitedHealth Group's senior management, has regularly reviewed opportunities for expanding UnitedHealth Group's care management and local care delivery services, including through the acquisition of ambulatory surgery centers. For the reasons described in the section of this prospectus/offer to exchange entitled "The Transactions - UnitedHealth Group's Reasons for the Transactions", over the course of these reviews, UnitedHealth Group identified SCA as a potential acquisition opportunity. UnitedHealth Group's senior management began updating the UnitedHealth Group board regarding the status of the proposed commercial arrangements with SCA, as well as SCA's financial and operational performance, on a quarterly basis in November 2015.

Also in November 2015, a representative of another healthcare organization with which SCA had an existing commercial relationship (Company A) asked Mr. Hayek whether he would be interested in joining Company A as a senior executive. Mr. Hayek indicated that he was committed to remaining in his position with SCA. The Company A representative then suggested the possibility of a business combination between the companies in which Mr. Hayek would assume a senior leadership role in Company A that would include continued responsibility for SCA's business. The representative of Company A did not indicate any price or valuation at which Company A would be interested in pursuing a potential business combination transaction in these discussions.

On December 1, 2015, at a regularly scheduled meeting, the SCA Board discussed the expressions of interest by UnitedHealth Group and Company A in a potential business combination transaction with SCA. The SCA Board discussed various aspects of both potential business combinations, including the risks that they would implicate for SCA in light of certain change of control provisions contained in agreements governing certain of SCA's key joint ventures. The SCA Board agreed that the counterparty in any potential transaction would need to assume the risk with respect to such change of control provisions, and that any transaction otherwise would need to offer SCA's

stockholders a material premium to the then current trading price of the

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SCA shares (which was in a range of \$35 to \$38 per SCA share). The SCA Board directed Mr. Hayek to continue his dialogue with both of UnitedHealth Group and Company A, and to report any material developments to the SCA Board.

Later in December 2015, Messrs. Hayek and Wichmann met to further discuss the proposed commercial relationship. At this meeting, Messrs. Hayek and Wichmann also discussed the potential benefits of combining SCA and UnitedHealth Group's OptumCare division, including the ability to create a national clinical delivery network that included primary care physicians, urgent care clinics, and surgery centers and the potential for SCA to serve as a platform for creating the surgical delivery component of that network. Messrs. Hayek and Wichmann also scheduled additional meetings between Mr. Hayek and UnitedHealth Group executives to occur in January 2016.

Also in December 2015, Mr. Hayek spoke by telephone with the representative of Company A. The representative advised Mr. Hayek that Company A was unlikely to offer a material premium to the then current trading price of the SCA shares (which was in a range of \$35 to \$41 per SCA share) and that a business combination transaction with SCA would be dependent upon Mr. Hayek's willingness to assume a senior leadership role within Company A that would require Mr. Hayek to relocate. Following consultation with the SCA Board, Mr. Hayek later advised the Company A representative that, for personal reasons, he would not be in a position to relocate, but that the SCA Board would otherwise consider a proposal for a business combination that would offer the SCA stockholders a material premium to the then-current trading price of the SCA shares (which was in a range of \$35 to \$41 per SCA share). While SCA and Company A continued to engage on their commercial relationship, Company A did not make any additional proposals or engage in any further discussions regarding a potential business combination transaction.

From time to time between January and July of 2016, Messrs. Hayek and Wichmann met in person or spoke by telephone to discuss further the commercial relationships between SCA and UnitedHealth Group, and they engaged from time to time regarding the potential merits of a potential business combination between SCA and UnitedHealth Group's OptumCare division. Mr. Hayek provided the SCA Board with periodic updates with respect to such discussions.

In a meeting on July 29, 2016, Mr. Wichmann advised Mr. Hayek that he believed that there was a strong strategic rationale to combine SCA with UnitedHealth's OptumCare division and that UnitedHealth Group therefore was interested in pursuing an all-stock business combination transaction with SCA in which the stockholders of SCA would receive shares of UnitedHealth Group common stock in exchange for their SCA shares. Mr. Hayek updated the SCA Board on his discussion with Mr. Wichmann.

On August 23, 2016, in addition to reporting on such discussions, Mr. Hayek provided the SCA Board with an overview of publicly available research analyst reports regarding UnitedHealth Group. The SCA Board determined that, given no further determination had been made to engage in a sale or change-in-control of SCA, before engaging in more substantive discussions with UnitedHealth Group or permitting UnitedHealth Group to engage in in-depth due diligence, it should be confirmed that the financial terms on which UnitedHealth Group would be willing to pursue a transaction would be acceptable to the SCA Board and likely to lead to a transaction that the SCA Board would be prepared to recommend to the holders of SCA common stock. The SCA Board also discussed and affirmed the prior discussions of the SCA Board that UnitedHealth Group would need to assume the transaction risk attendant to the change of control provisions contained in the agreements governing certain of SCA's key joint ventures. The SCA Board thus determined that Todd B. Sisitsky, SCA's lead outside director, and members of SCA's standing Transactions Committee of the SCA Board, consisting of Thomas Geiser and Jeffrey Rhodes, would provide oversight of, and guidance to, Mr. Hayek in connection with further discussions with UnitedHealth Group regarding a potential business combination transaction. Messrs. Sisitsky and Rhodes are also partners of TPG Capital, LP, an affiliate of TPG Global, LLC (TPG Global).

In addition to the meetings and conference calls further described below, from August 23, 2016 until the Merger Agreement was executed by SCA and UnitedHealth Group on January 7, 2017, Messrs. Sisitsky, Geiser and Hayek participated in numerous conference calls, including with outside advisors, to discuss the potential transaction with UnitedHealth Group.

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On August 30, 2016 and September 2, 2016, Mr. Hayek met with Mr. Wichmann and other UnitedHealth Group executives. In the course of these meetings, Messrs. Hayek and Wichmann continued their discussions concerning the possible financial terms of a business combination transaction between SCA and UnitedHealth Group. Mr. Wichmann indicated that UnitedHealth Group's analysis of a potential transaction supported a range of value from \$50 to \$55 per SCA share. Mr. Hayek conveyed to Mr. Wichmann that while the SCA Board had not determined to engage in any transaction or discussed the price at which it might be willing to do so, Mr. Hayek believed that affiliates of TPG Global, collectively SCA's largest shareholders holding approximately 30% of the outstanding SCA shares (the TPG Stockholders), would not support any transaction at a price of less than \$60 per share of SCA common stock. The closing trading price of the SCA common stock on September 2, 2016 was \$42.78 per share of SCA common stock.

On September 14, 2016, in a telephone call between Messrs. Hayek and Wichmann, Mr. Wichmann informed Mr. Hayek that UnitedHealth Group was not prepared to pursue a transaction with SCA at the \$60 per share of SCA common stock price level. Mr. Wichmann suggested, however, that the parties continue their discussions regarding expanding their commercial relationship. The closing trading price of the SCA common stock on September 14, 2016 was \$40.36 per SCA share.

On September 15, 2016, Mr. Hayek reported on his conversation with Mr. Wichmann to the SCA Board at a regularly scheduled meeting thereof. The SCA Board agreed that Mr. Hayek should continue his dialogue with Mr. Wichmann regarding the proposed commercial relationship between the companies, and that Mr. Hayek would update the SCA Board on any further expression of interest regarding a potential business combination.

Messrs. Hayek and Wichmann continued to engage in discussions about the proposed commercial relationship, including development of a national contract with UnitedHealth Group and partnerships with OptumCare medical groups, throughout October 2016, regarding which Mr. Hayek reported to the SCA Board at its regularly scheduled monthly financial review calls on October 4, 2016 and November 4, 2016.

On December 6, 2016, Mr. Hayek met with Mr. Wichmann to discuss progress on their commercial relationship. At that meeting, Mr. Wichmann shared that UnitedHealth Group had decided to expand into surgical delivery as part of its OptumCare delivery network, that UnitedHealth Group viewed SCA as a leading surgical services platform, and that he believed that the parties should re-engage in discussions regarding a potential business combination. Mr. Hayek indicated that he would share this information with the SCA Board, that any detailed discussion of potential terms would include Mr. Sisitsky, as lead independent director, and that he and Mr. Sisitsky would work closely with the Transactions Committee of the SCA Board.

At a regularly scheduled meeting held on December 8, 2016, the SCA Board discussed a potential business combination transaction with UnitedHealth Group. The SCA Board instructed Messrs. Sisitsky and Hayek to meet with Mr. Wichmann as a next step to explore the terms of a potential business combination.

On December 9, 2016, Messrs. Hayek and Sisitsky spoke by telephone with Mr. Wichmann. On the call, Mr. Wichmann stated that UnitedHealth Group would be interested in pursuing a business combination transaction in which the SCA stockholders would receive both cash and shares of UnitedHealth stock having a fixed value in exchange for their SCA shares. Mr. Sisitsky indicated that SCA would only engage in discussions of a potential transaction with the understanding that any risks related to change of control provisions contained in the agreements governing certain of SCA's key joint ventures would be borne by UnitedHealth Group and that a transaction would not be contingent upon SCA's partners in these joint ventures waiving their change of control rights. Mr. Wichmann informed Messrs. Hayek and Sisitsky that he understood their position and that UnitedHealth Group would be amenable to working with SCA to reduce the risks associated with the change of control provisions. Mr. Sisitsky also noted that the process of due diligence would need to be expeditious in order to ensure the confidentiality of the

process and to minimize disruption to the ongoing business operations of SCA. Mr. Wichmann indicated that \$55 per share was the high end of UnitedHealth Group's valuation range for SCA, and Mr. Sisitsky indicated that he and the SCA Board believed that a higher valuation was appropriate given SCA's strategic position and growth prospects. The parties agreed to defer further discussion of the financial terms of a potential transaction until they could meet in person the following week.

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On December 14, 2016, during a telephonic meeting of the SCA Board, Mr. Hayek provided the SCA Board with a report on the December 9, 2016 call with Mr. Wichmann. At the meeting, the SCA Board also determined to engage J.P. Morgan Securities LLC (J.P. Morgan) as financial advisor to SCA (subject to the SCA Board's review of and satisfaction with a relationship disclosure letter to be provided by J.P. Morgan following the meeting, and entering into a mutually acceptable engagement letter with J.P. Morgan), and Cleary Gottlieb as outside counsel to SCA, in connection with SCA's consideration of a potential business combination transaction with UnitedHealth Group. The SCA Board determined to engage J.P. Morgan and Cleary Gottlieb based on, among other factors, each of J.P. Morgan's and Cleary Gottlieb's qualifications, expertise and reputation and their familiarity with SCA. During this meeting, Cleary Gottlieb also discussed with the SCA Board certain legal and fiduciary duty considerations relating to a potential business combination transaction involving SCA and UnitedHealth Group.

At a December 16, 2016 meeting, Messrs. Hayek, Sisitsky and Wichmann discussed the principal terms of a potential business combination transaction between SCA and UnitedHealth Group, including price, the timeline and process for further discussions between the parties and the fact that SCA would not be willing to engage in further discussions unless UnitedHealth Group was willing to move forward on the basis that the risks relating to the change of control provisions contained in the agreements governing certain of SCA's key joint ventures would be borne by UnitedHealth Group and that a transaction would not be contingent upon SCA's partners in these joint ventures waiving their change of control rights. Messrs. Hayek, Sisitsky and Wichmann also discussed that in light of the need to ensure the confidentiality of the process and to minimize disruption to the ongoing business operations of SCA and the fact that SCA was scheduled to present at an industry conference on January 9, 2017, SCA and UnitedHealth Group would target an announcement of a transaction prior to the open of trading on the U.S. equity markets on January 9, 2017. Messrs. Sisitsky and Wichmann each shared their respective views regarding the price per share that UnitedHealth Group would pay in consideration for the SCA common stock. Among other things, Mr. Wichmann noted that UnitedHealth Group's analysis supported a valuation range of \$50 to \$55 per share, and Mr. Sisitsky noted that the SCA Board was enthusiastic about SCA's strategy and optimistic regarding SCA's growth prospects, and that he believed a valuation of \$60 per share was appropriate. Messrs. Sisitsky and Wichmann engaged in a robust discussion relating to respective views of valuation and how valuation tied to other deal terms, and, after discussing other key deal points (including that SCA would expect UnitedHealth Group to assume all change of control risks relating to its key joint ventures), ultimately agreed to recommend to their respective boards a price of \$57 per share.

Later on December 16, 2016, Mr. Hayek sent to Mr. Wichmann a draft confidentiality agreement to facilitate the sharing of certain confidential information of SCA with UnitedHealth Group in connection with a potential business combination transaction. The draft confidentiality agreement provided by SCA contained an express standstill provision.

On December 17, 2016, Mr. Wichmann delivered to Mr. Hayek a non-binding written proposal to acquire SCA for \$57 per SCA share. The \$57 per SCA share price represented a 29.4% premium to the 60-day volume weighted average price of SCA's common stock as of December 16, 2016. As outlined in the proposal letter, the proposed business combination transaction would be structured as an exchange offer, and the purchase price would be payable in shares of UnitedHealth Group common stock, provided that UnitedHealth Group would have the ability to elect, up until three days prior to closing, to pay up to 30% of the purchase price in cash. UnitedHealth Group's proposal letter also outlined certain other proposed transaction terms, including (i) each party's agreement to use its respective reasonable best efforts to take all appropriate actions and do all things necessary to consummate the transaction within twelve months, subject to certain exceptions, (ii) a termination fee would be payable by SCA in certain circumstances in the amount of 3.5% of the enterprise value of the proposed transaction (or approximately 5.0% of the equity value of the proposed transaction), and (iii) the execution of a tender and support agreement by the TPG Stockholders. UnitedHealth Group also requested a thirty-day exclusivity period, during which SCA would be (a) required to immediately terminate any other discussions or negotiations with third parties, and (b) prevented from, among other

things, soliciting or initiating discussions or negotiations with any third party, regarding a transaction involving a sale of 10% or more of SCA's equity interests or assets.

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Later on December 17, 2016, a representative of UnitedHealth Group sent comments to the draft confidentiality agreement to representatives of SCA and Cleary Gottlieb, which, among other things, eliminated the express standstill provision contained in the draft confidentiality agreement.

On the evening of December 17, 2016, Messrs. Hayek, Sisitsky and Geiser held a telephonic meeting with representatives of Cleary Gottlieb to discuss UnitedHealth Group's proposal letter and comments to the confidentiality agreement. Following this discussion, Messrs. Hayek, Sisitsky and Geiser instructed the representatives of Cleary Gottlieb to engage with representatives of UnitedHealth Group and Hogan Lovells, outside counsel to UnitedHealth Group, to obtain greater clarity on certain aspects of the proposal letter and comments to the confidentiality agreement prior to the SCA Board meeting scheduled for December 18, 2016.

On the morning of December 18, 2016, representatives of Cleary Gottlieb spoke by telephone with representatives of UnitedHealth Group and Hogan Lovells and discussed certain aspects of the proposal letter and confidentiality agreement comments. On this call, a representative of UnitedHealth Group stated that while UnitedHealth Group did not intend to pursue a hostile acquisition of SCA, UnitedHealth Group's practice was not to enter into express standstill agreements and that UnitedHealth Group would terminate discussions if SCA insisted that it enter into such an express agreement as a condition to engaging in further discussions.

Later on December 18, 2016, the SCA Board met telephonically with members of SCA management and representatives of J.P. Morgan and Cleary Gottlieb. Messrs. Sisitsky and Hayek first updated the SCA Board on their meeting with Mr. Wichmann. Representatives of Cleary Gottlieb then discussed the key terms of the UnitedHealth Group proposal letter and confidentiality agreement with the SCA Board, members of SCA management and representatives of J.P. Morgan. Members of SCA management then discussed with the SCA Board management's financial projections for SCA for fiscal years 2016 through 2021, which discussion included the key drivers and the risks SCA faced in achieving the financial projections. The financial projections were based on SCA's normal long-term planning process from earlier in the year, updated for actual year-to-date results, current forecasts of overhead spending, recent same-site growth trends and SCA's development pipeline. Representatives of J.P. Morgan then discussed with the SCA Board certain of J.P. Morgan's relationships and previous engagements with SCA and UnitedHealth Group and noted that they intended to provide the SCA Board with information relating to certain of J.P. Morgan's relationships and engagements with the TPG Stockholders and certain of their affiliates in the coming days. Following careful consideration, the SCA Board determined that the relationships and engagements disclosed by J.P. Morgan did not adversely impact J.P. Morgan's independence or ability to serve as financial advisor to SCA. J.P. Morgan also provided the SCA Board with an overview of potential counterparties that might be perceived as having an interest in pursuing a potential business combination transaction with SCA. Representatives of J.P. Morgan also discussed preliminary financial analyses of the terms of UnitedHealth Group's proposal and publicly available information regarding SCA and UnitedHealth Group, each on a standalone basis, with the SCA Board. Following careful consideration and discussions with members of SCA management and representatives of J.P. Morgan and Cleary Gottlieb, the SCA Board directed the representatives of Cleary Gottlieb to convey SCA's responses to the proposal letter and confidentiality agreement comments to representatives of UnitedHealth Group and Hogan Lovells and, subject to the satisfactory resolution of the issues raised by the proposal letter and comments to the confidentiality agreement, authorized SCA management to continue the discussions with UnitedHealth Group regarding a potential business combination transaction.

Following the SCA Board meeting, representatives of Cleary Gottlieb spoke by telephone with representatives of UnitedHealth Group and Hogan Lovells to discuss SCA's responses to the proposal letter and confidentiality agreement comments, which included (i) rejecting the request for exclusivity, (ii) proposing to reduce the amount of the termination fee to 3% of the equity value of the proposed transaction (or approximately \$75 million), (iii) reiterating that prior to permitting UnitedHealth Group to perform in-depth due diligence on SCA, UnitedHealth

Group would need to confirm that it was willing to assume the risks relating to the change of control provisions contained in the agreements governing certain of SCA's key joint ventures and that any transaction would not be contingent upon SCA's partners in these joint ventures waiving their change of control

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rights, and (iv) based on the statements made by a representative of UnitedHealth Group as to UnitedHealth Group's unwillingness to enter into an express standstill agreement, accepting the request to eliminate the express standstill provision from the confidentiality agreement.

Over the next several days, representatives of SCA and UnitedHealth Group and their respective legal advisors continued to discuss and negotiate the terms of the proposal letter and draft confidentiality agreement, including the amount of the termination fee and the scope of UnitedHealth Group's obligations to obtain the required regulatory approvals. During this time, members of SCA management and Cleary Gottlieb continued to discuss these matters, including the appropriate size of the termination fee, with Messrs. Sisitsky and Geiser. Following numerous discussions between the parties, Messrs. Hayek and Wichmann agreed, subject to satisfactory resolution of the other terms and conditions of the transaction agreements, to recommend to their respective boards of directors a termination fee of \$90 million (or approximately 3.7% of the equity value of the proposed transaction).

On the morning of December 19, 2016, SCA and UnitedHealth Group entered into a confidentiality agreement effective as of December 18, 2016 relating to the proposed transaction, and thereafter UnitedHealth Group and its advisors were provided access to SCA's electronic data room.

Later on December 19, 2016, certain representatives of SCA, including Mr. Hayek, met with representatives of UnitedHealth Group, including Mr. Wichmann, to present certain information regarding SCA. From December 19, 2016 until the execution of the Merger Agreement on January 7, 2017, representatives of UnitedHealth Group and its advisors continued their due diligence investigation of SCA.

On December 20, 2016, the SCA Board met telephonically with members of SCA management and representatives of J.P. Morgan and Cleary Gottlieb. Mr. Hayek first updated the SCA Board on his discussions with Mr. Wichmann regarding a potential business combination transaction and the December 19, 2016 meeting between representatives of SCA and UnitedHealth Group. Mr. Sisitsky informed the SCA Board that Messrs. Hayek and Wichmann had agreed to recommend to their respective boards of directors a termination fee \$90 million and that this recommendation was supported by Messrs. Sisitsky and Geiser. Representatives of J.P. Morgan and Cleary Gottlieb noted that in their view a termination fee of \$90 million was within the range of a market termination fee for a transaction of this nature, and representatives of Cleary Gottlieb noted that in their view such termination fee was reasonable. Representatives of Cleary Gottlieb then updated the SCA Board on certain other aspects of the discussions with representatives of UnitedHealth Group and Hogan Lovells relating to the proposal letter and confidentiality agreement comments and the proposed resolution of the other open issues that had been previously discussed with the SCA Board. After further discussions and careful consideration, the SCA Board instructed members of SCA management and the representatives of J.P. Morgan and Cleary Gottlieb to continue the discussions with UnitedHealth Group and its advisors regarding a potential business combination transaction consistent with the guidance provided by the SCA Board. The SCA Board then further discussed the financial projections considered by the SCA Board at the December 18, 2016 meeting and, after careful consideration, approved the financial projections and authorized SCA management to share the financial projections with UnitedHealth Group.

On December 20, 2016, J.P. Morgan provided information regarding certain of its relationships and previous engagements with the TPG Stockholders and certain of their affiliates to the SCA Board.

Also on December 20, 2016, Mr. Wichmann delivered to Mr. Hayek a revised, non-binding proposal to acquire SCA for \$57 per share of SCA common stock. The terms of UnitedHealth Group's revised proposal were substantially consistent with those contained in UnitedHealth Group's December 17 proposal, except that, as discussed between representatives of SCA and UnitedHealth Group and their respective legal advisors, (i) the amount of the proposed termination fee had been reduced to \$90 million, and (ii) the proposed exclusivity agreement and certain other terms

had been eliminated.

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On December 21, 2016, Mr. Wichmann confirmed to Mr. Hayek that UnitedHealth Group was prepared to assume the risks relating to the change of control provisions contained in the agreements governing certain of SCA's key joint ventures and understood that any transaction would not be contingent upon SCA's partners in these joint ventures waiving their change of control rights. Through the signing of the merger agreement, representatives of UnitedHealth Group and SCA engaged in joint discussions on how to mitigate the risks relating to the change of control provisions.

On December 22, 2016, the SCA Board met telephonically with members of SCA management and representatives of J.P. Morgan and Cleary Gottlieb. Mr. Hayek updated the SCA Board on the discussions with UnitedHealth Group regarding a potential business combination transaction. Representatives of Cleary Gottlieb also summarized for the SCA Board the terms of UnitedHealth Group's December 20 proposal. The SCA Board also discussed the information J.P. Morgan had provided on December 20, 2016 regarding certain of its relationships and previous engagements with the TPG Stockholders and certain of their affiliates. Following careful consideration, the SCA Board determined that the relationships and engagements disclosed by J.P. Morgan did not adversely impact J.P. Morgan's independence or ability to serve as financial advisor to SCA.

Later on December 22, 2016, representatives of Hogan Lovells sent an initial draft of the merger agreement to representatives of Cleary Gottlieb.

On December 24, 2016, after consulting with representatives of Cleary Gottlieb and noting that agreement had been reached on the key economic terms of the proposed transaction, Messrs. Sisitsky and Geiser, on behalf of the SCA Board, authorized Mr. Hayek to commence discussions with UnitedHealth Group regarding the terms of employment for Mr. Hayek and certain other SCA executives following the closing of the transactions.

On December 26, 2016, Messrs. Sisitsky, Geiser and Hayek and representatives of Cleary Gottlieb met telephonically to discuss the key issues raised by the draft merger agreement and Messrs. Sisitsky, Geiser and Hayek provided the representatives of Cleary Gottlieb with guidance on the key issues.

On December 27, 2016, representatives of Cleary Gottlieb circulated a revised draft of the merger agreement to representatives of Hogan Lovells.

Between December 26, 2016 and December 28, 2016, SCA and UnitedHealth Group held due diligence meetings. On December 28, 2016, representatives of UnitedHealth Group and SCA also held meetings with their respective legal advisors at which certain terms of the draft merger agreement were negotiated. Following the December 28, 2016 meeting until the merger agreement was executed by the parties on the morning of January 7, 2017, representatives of Cleary Gottlieb, Hogan Lovells and UnitedHealth Group held several telephonic meetings to discuss and negotiate the terms and conditions of the draft merger agreement. During the same period, Messrs. Hayek and Wichmann spoke on several occasions to discuss certain terms of the draft merger agreement.

On December 29, 2016, Hogan Lovells circulated a revised draft of the merger agreement to Cleary Gottlieb.

On December 30, 2016, during a telephonic meeting of the SCA Board, Mr. Hayek provided the SCA Board with updates regarding his discussions with Mr. Wichmann regarding a potential business combination transaction. Mr. Hayek also updated the SCA Board on the meetings that had taken place on December 26 through December 28 among SCA, UnitedHealth Group and their respective advisors. Representatives of Cleary Gottlieb then addressed various questions from members of the SCA Board relating to, among other things, the structure of the proposed consideration to be received by SCA's stockholders in the proposed transaction. Representatives of J.P. Morgan then presented their preliminary valuation analyses of the proposed consideration to be received by SCA's stockholders in the proposed transaction and views as to other potential counterparties, including Company A, that might be perceived

to have an interest in pursuing a potential business combination transaction with SCA. Representatives of J.P. Morgan noted that UnitedHealth Group's strategic interest in SCA

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made it a unique buyer and the best possible suitor for SCA. In this respect, representatives of J.P. Morgan also expressed their view that it would be unlikely for a competing bidder to be interested and capable of acquiring SCA at a price that would be higher than that proposed by UnitedHealth Group or capable of assuming the change-in-control risks relating to certain key joint ventures, which UnitedHealth Group had advised SCA that it was prepared to do. The SCA Board also discussed the risk that UnitedHealth Group would terminate discussions with SCA if it were to learn SCA was soliciting alternative proposals from other parties and the harm that could result to SCA if its discussions with UnitedHealth Group or solicitation of alternative proposals were to become public. The SCA Board also discussed with representatives of Cleary Gottlieb and J.P. Morgan the timeline for commencing the offer and consummating the transactions and the fact that the draft merger agreement would, under certain circumstances, permit SCA to respond to unsolicited acquisition proposals and terminate the merger agreement to accept an unsolicited acquisition proposal that was financially superior to the transactions following compliance with UnitedHealth Group's matching right and payment of the \$90 million termination fee, which the SCA Board believed was unlikely to meaningfully deter other acquisition proposals. After careful consideration and taking into account the input of SCA's financial and legal advisors, the SCA Board determined not to contact other potential counterparties to gauge their interest in pursuing a potential business combination transaction at that time and to continue discussing a potential business combination transaction with UnitedHealth Group.

On December 31, 2016, Mr. Wichmann advised Mr. Hayek that UnitedHealth Group wished to modify its proposal to increase the amount of cash it could substitute for UnitedHealth Group common stock in the proposed consideration, with the stock consideration comprising a smaller percentage of the total consideration, and the rest of the proposed consideration to be paid in cash. Following discussions with Messrs. Sisitsky and Geiser and SCA's financial and legal advisors, Mr. Hayek advised Mr. Wichmann that he would be prepared to recommend to the SCA Board to provide UnitedHealth Group with greater flexibility to increase the portion of the total consideration that would consist of cash so long as at least 51% of the total consideration would continue to consist of UnitedHealth Group common stock, which Mr. Wichmann confirmed would be acceptable to UnitedHealth Group.

On January 2, 2017, during a telephonic meeting of the SCA Board, Mr. Hayek updated the SCA Board on discussions between representatives of SCA and UnitedHealth Group on a range of topics during certain diligence sessions held on December 31, 2016 and January 1, 2017. Mr. Hayek also updated the SCA Board on his discussions with Mr. Wichmann on December 31, 2016 relating to the potential business combination transaction involving SCA and UnitedHealth Group, including UnitedHealth's request to increase the portion of the total consideration that would be comprised of cash. After discussion and careful consideration, the SCA Board agreed that the proposed change to the stock component of the transaction consideration was acceptable. Members of SCA's management then left the meeting, and an executive session of the SCA Board was held to further discuss the status of discussions with UnitedHealth Group and the proposed next steps.

Also on January 2, 2017, representatives of Cleary Gottlieb sent to representatives of Hogan Lovells a revised draft of the merger agreement and an initial draft of the tender and support agreement to be entered into by the TPG Stockholders, UnitedHealth Group and the Offeror.

On January 3, 2017, Cleary Gottlieb and Hogan Lovells spoke by telephone to discuss, among other things, certain of SCA's comments to the merger agreement and UnitedHealth Group's positions with respect to such comments. On January 4, 2017, Hogan Lovells circulated revised drafts of the merger agreement and the tender and support agreement to Cleary Gottlieb. From January 4, 2017 until the tender and support agreement was executed by the TPG Stockholders, UnitedHealth Group and the Offeror on the morning of January 7, 2017, representatives of Cleary Gottlieb and Hogan Lovells held several telephonic meetings to discuss and negotiate the terms and conditions of the draft tender and support agreement.

On January 4, 2017, during a telephonic meeting of the SCA Board, Mr. Hayek updated the SCA Board on the discussions and negotiations between representatives of SCA and UnitedHealth Group and their respective advisors regarding a potential business combination transaction. Representatives of Cleary Gottlieb then updated the SCA Board on the status of discussions with representatives of UnitedHealth Group and Hogan Lovells with

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respect to the terms and conditions of the draft merger agreement and draft tender and support agreement. Representatives of Cleary Gottlieb also noted that at the meeting of the SCA Board scheduled for January 6, 2017 it anticipated making a presentation to the SCA Board on the principal terms of the merger agreement and the tender and support agreement and a forum selection bylaw that it would be recommending that the SCA Board adopt in connection with the transaction. The SCA Board also engaged in a discussion with respect to the employment terms UnitedHealth Group had proposed to offer certain SCA executives as contemplated by the draft employment agreements UnitedHealth Group had sent to Mr. Hayek on January 3, 2017. Mr. Hayek noted that the proposed terms were being reviewed by outside counsel to SCA's management team. Members of SCA's management then left the meeting, and an executive session of the SCA Board was held to further discuss the status of discussions with UnitedHealth Group and the proposed next steps.

On the evening of January 6, 2017, the SCA Board held a telephonic meeting with members of SCA management and representatives of Cleary Gottlieb. At this meeting, representatives of Cleary Gottlieb discussed with the SCA Board certain legal and fiduciary duty considerations relating to the proposed transaction with UnitedHealth Group. Mr. Geiser then reviewed with the SCA Board the principal terms of the proposed engagement letter with J.P. Morgan, pursuant to which J.P. Morgan would be engaged as outside financial advisor to SCA in connection with the transactions. Following careful consideration, the SCA Board approved the engagement letter with J.P. Morgan and later that day SCA entered into the engagement letter with J.P. Morgan effective as of December 14, 2016. Representatives of J.P. Morgan then joined the meeting of the SCA Board. Representatives of Cleary Gottlieb then reviewed with the SCA Board the principal terms and conditions of the merger agreement and tender and support agreement. Representatives of Cleary Gottlieb also provided the SCA Board with an overview of the treatment of the existing SCA equity awards in the proposed transaction, and briefly discussed the 2017 equity awards expected to be granted to certain members of SCA management and the employment agreements to be entered into by certain members of SCA management with UnitedHealth Group concurrently with the execution of the merger agreement and to become effective upon the closing of the transactions. Representatives of J.P. Morgan then presented their financial analyses of the transaction consideration and confirmed to the SCA Board that there had been no material changes to such analyses from the presentation made by J.P. Morgan to the SCA Board on December 30, 2016. Representatives of J.P. Morgan then delivered to the SCA Board J.P. Morgan's oral opinion, which was confirmed by delivery of a written opinion, dated January 7, 2017, that, as of such date, and based upon and subject to the factors and assumptions set forth in its opinion, the transaction consideration to be paid in the proposed transactions to holders of SCA common stock entitled to receive the transaction consideration pursuant to the merger agreement was fair, from a financial point of view, to such holders. Representatives of Cleary Gottlieb then discussed with the SCA Board the forum selection bylaw that was proposed for adoption by the SCA Board in connection with the transaction. Following further discussion and careful consideration, the SCA Board unanimously (i) determined and resolved that the terms of the offer, the mergers and the other transactions contemplated by the merger agreement were advisable, and fair to and in the best interests of, SCA and its stockholders, (ii) determined that it was advisable and in the best interests of SCA and its stockholders to enter into the merger agreement, and that the merger agreement was advisable, (iii) approved the merger agreement and the transactions contemplated thereby, on the terms and conditions set forth in the merger agreement and (iv) resolved to recommend, subject to its ability to change its recommendation as permitted by the Merger Agreement, that SCA's stockholders accept the offer and tender their shares to the Offeror pursuant to the offer. For further information concerning the factors considered by the SCA Board in reaching its decision that the merger agreement and the transactions contemplated thereby, including the offer and the mergers, are in the best interests of the SCA stockholders, and its decision to approve the merger agreement and the transactions contemplated thereby, see *SCA's Reasons for the Transactions; Recommendation of the Board of Directors of SCA*.

Following the SCA Board meeting through the morning of January 7, 2017, Cleary Gottlieb and Hogan Lovells worked to finalize the merger agreement and the tender and support agreement.

On the morning of January 7, 2017, (i) the merger agreement was executed by SCA, UnitedHealth Group, the Offeror and Merger Sub and (ii) the tender and support agreement was executed by UnitedHealth Group, the

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Offeror and the TPG Stockholders. Concurrently with the execution of the merger agreement and the tender and support agreement, Mr. Hayek and certain other members of SCA management entered into employment agreements with UnitedHealth Group effective as of the closing of the transactions.

On January 9, 2017, prior to the opening of trading of the shares of SCA common stock on Nasdaq, SCA and UnitedHealth Group issued a joint press release announcing the execution of the merger agreement and the tender and support agreement and the forthcoming commencement of the offer.

UnitedHealth Group's Reasons for the Transactions

The UnitedHealth Group board approved the merger agreement and determined that the terms of the merger agreement and the transactions contemplated by the merger agreement, including the offer and the mergers, are in the best interests of UnitedHealth Group and its stockholders. In reaching its determination, the UnitedHealth Group board consulted with UnitedHealth Group's management, as well as with UnitedHealth Group's legal advisors, and considered a variety of factors weighing favorably towards the transactions, including the factors described below:

the combined company is expected to create long-term stockholder value by creating additional growth opportunities relating to SCA's facilities;

trends and competitive developments in the health care industry and the range of strategic alternatives available to UnitedHealth Group;

broader consumer access to higher value, higher quality and lower cost ambulatory surgical centers;

advancement of OptumCare's growth strategy through the addition of more than 200 facilities in 33 states;

the experience and strength of SCA's management team;

the amount and form of consideration to be paid in the transaction, the expected *pro forma* ownership of the combined company and other financial terms of the transactions;

the recommendation of UnitedHealth Group's management in favor of the transactions; and

the expectation that the conditions to consummation of the offer and the first merger will be satisfied on a timely basis.

The board of directors of UnitedHealth Group also identified and considered certain potentially negative factors in its deliberations to be balanced against the positive factors, including:

the risk that the anticipated benefits of the transactions will not be realized in full or in part, including the risks that expected synergies will not be achieved or not achieved on the expected timeframe;

the risk that while UnitedHealth Group performed due diligence on SCA and its business, the scope of that due diligence was limited and there may be aspects of SCA or its business of which UnitedHealth Group is not aware;

the risk that the transactions may not be consummated despite the parties' efforts or that the closing of the transactions may be unduly delayed;

other costs associated with the transactions;

the risk of diverting UnitedHealth Group management's focus and resources from other strategic opportunities and from operational matters while working to implement the transaction with SCA, and other potential disruption associated with combining the companies, and the potential effects of such diversion and disruption on the businesses and customer relationships of UnitedHealth Group and SCA; and

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the risks associated with the transactions, the combined company following the transactions, UnitedHealth Group's business and SCA's business described under the sections entitled "Cautionary Statement Regarding Forward-Looking Statements" and "Risk Factors."

After consideration of these factors, the board of directors of UnitedHealth Group determined that, overall, the potential benefits of the transactions outweighed the potential risks.

This discussion of the information and factors considered by the board of directors of UnitedHealth Group includes the material positive and negative factors considered by the board of directors of UnitedHealth Group, but it is not intended to be exhaustive and may not include all the factors considered by the board of directors of UnitedHealth Group. The board of directors of UnitedHealth Group did not quantify or assign any relative or specific weights to the various factors that it considered in reaching its determination to approve the merger agreement and the transactions. Rather, the board of directors of UnitedHealth Group viewed its position as being based on the totality of the information presented to and factors considered by it. In addition, individual members of the board of directors of UnitedHealth Group may have given differing weights to different factors. It should be noted that this explanation of the reasoning of the board of directors of UnitedHealth Group and certain information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed in the section entitled "Cautionary Statement Regarding Forward-Looking Statements."

SCA's Reasons for the Transactions; Recommendation of the Board of Directors of SCA

In evaluating the merger agreement and the offer, the mergers and the other transactions contemplated by the merger agreement, including the tender and support agreement, the SCA Board consulted with the senior management of SCA, as well as J.P. Morgan and Cleary Gottlieb. In the course of making the determination (i) that the offer, the mergers and the other transactions contemplated by the merger agreement were advisable, fair to and in the best interests of SCA and its stockholders, (ii) that it was advisable and in the best interests of SCA and its stockholders to enter into the merger agreement and that the merger agreement was advisable, and (iii) to recommend that SCA's stockholders accept the offer and tender their SCA shares to the Offeror pursuant to the offer, the SCA Board considered each of the following reasons, among others, each of which the SCA Board believed supported its unanimous determination and recommendation (but which are not presented in any relative order of importance):

Transaction Consideration. The SCA Board considered the fact that the transaction consideration consists of a mix of cash and shares of UnitedHealth Group common stock and that the portion of a share of UnitedHealth Group common stock included in the transaction consideration will be determined based on a floating exchange ratio, which, in combination with the cash portion of the transaction consideration, is designed to maintain the \$57 total value per SCA share of the transaction consideration and therefore provides certainty of value to SCA's stockholders and protects against decreases in the value of UnitedHealth Group common stock between the execution of the merger agreement and the determination of the exchange ratio, and:

that this total value per SCA share:

represents a 21.1% premium to the trading price at which the SCA shares closed on January 5, 2017, the last trading day before delivery of J.P. Morgan's oral opinion on January 6, 2017;

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represents a 27.2% premium over the volume-weighted average closing price for the SCA shares for the 30-trading day period ending on and including January 5, 2017;

represents a 9.6% premium to the highest closing price for the SCA shares during the last 52-weeks ending on and including January 5, 2017; and

exceeded the all-time high trading price of the SCA shares; and

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the SCA Board considered that, based on discussions and negotiations with UnitedHealth Group and its advisors, in its view the transaction consideration represented the highest per-SCA share consideration that UnitedHealth Group was willing to pay.

Form of Consideration. The SCA Board considered that the consideration to be paid to SCA's stockholders consists of a combination of cash and shares of UnitedHealth Group common stock, which with respect to the applicable cash consideration, allows holders of SCA shares to realize immediate value, in cash, for their investment in SCA, without the continued exposure to SCA's business risks and the uncertainty associated with SCA executing on its standalone plan, and with respect to the applicable stock consideration, provides holders of SCA shares with the ability to participate in the future growth of UnitedHealth Group. SCA also considered that shares of UnitedHealth Group common stock are highly liquid and that UnitedHealth Group pays quarterly dividends while SCA does not.

Business and Financial Condition of SCA. The SCA Board considered SCA's business, financial condition, results of operations, business, competitive position, properties, assets and prospects as well as its standalone plan. The SCA Board considered, among other factors, that the holders of the SCA shares would continue to be subject to the risks and uncertainties of SCA executing on its standalone plan if it remained independent, including continued financial pressure on smaller physician groups (which constitute a majority of SCA's physician partners), continued risks of hospital employment of independent physicians, reimbursement pressure on SCA's surgical facilities, risk of increased competition, including from hospital systems and new market entrants, risks of declining interest from health plans and medical groups to strategically partner with SCA, and risks of declining valuation metrics for health care providers, and other risks set forth in Part I, Item IA of SCA's Annual Report on Form 10-K for its fiscal year ended December 31, 2016 as filed with the SEC on February 21, 2017. The SCA Board weighed the certainty of realizing a compelling value for SCA shares in the offer and the mergers compared to the uncertainty that trading values would approach the transaction consideration in the foreseeable future.

Strategic Alternatives. The SCA Board considered its belief that the value offered to holders of SCA shares in the offer and the mergers was more favorable to holders of SCA shares than the potential value of remaining an independent public company and pursuing alternative strategies that might be available to an independent public company.

Tax Treatment of the Offer and the Mergers. The SCA Board considered the fact that the offer and the mergers are expected to be treated as a reorganization within the meaning of Section 368(a) of the Code, and that, as a result, receipt of the applicable stock consideration by stockholders of SCA in exchange for their SCA shares would not be taxable to SCA stockholders that are U.S. persons for federal tax income purposes, although the applicable cash consideration will be taxable up to the total amount of gain realized in the offer and mergers.

J.P. Morgan's Fairness Opinion and Related Analyses. The SCA Board considered the oral opinion of J.P. Morgan delivered to the SCA Board on January 6, 2017, which was confirmed by delivery of a written opinion dated January 7, 2017, that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the transaction consideration to be paid in the proposed offer and the

mergers to the holders of SCA shares entitled to receive the transaction consideration pursuant to the merger agreement was fair, from a financial point of view, to such holders, as more fully described below under Opinion of SCA's Financial Advisor.

Paucity of Potentially Interested Counterparties. After discussions with J.P. Morgan and management of SCA, the SCA Board considered the paucity of potentially interested and capable counterparties based on the criteria of whether such parties both had the capacity to compete with the terms proposed by UnitedHealth Group and the likely interest in pursuing a potential business combination transaction with SCA.

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Negotiation Process and Procedural Fairness. The SCA Board considered the fact that the terms of the offer and mergers were the result of robust arm's-length negotiations and that the Transaction Committee of the SCA Board, with the assistance of SCA's independent financial and legal advisors, played an active role in the negotiations.

Speed of Completion. The SCA Board considered the anticipated timing of the consummation of the transactions contemplated by the merger agreement, and the structure of the transaction as an exchange offer for the SCA shares, which, subject to the satisfaction or waiver of the applicable conditions set forth in the merger agreement, is expected to allow SCA's stockholders to receive the consideration for their SCA shares in a relatively short time frame, followed by the first merger in which stockholders who do not validly exercise appraisal rights will receive the same consideration as received by those stockholders who tender their SCA shares in the offer. The SCA Board considered that the potential for closing in a relatively short time frame could also reduce the amount of time in which SCA's business would be subject to the operational restrictions contained in the merger agreement and the potential disruption and uncertainty pending closing.

Likelihood of Completion; Certainty of Payment. The SCA Board considered its belief that the offer and the mergers will likely be consummated, based on, among other factors:

the absence of any financing condition to consummation of the offer or the mergers;

the reputation and financial condition of UnitedHealth Group;

the fact that the conditions to the offer and mergers are specific and limited in scope;

the fact that the TPG Stockholders had entered into the Tender and Support Agreement, pursuant to which each TPG Stockholder has agreed to tender the SCA shares held by it into the offer, on the terms and conditions set forth in the Tender and Support Agreement; and

SCA's ability to specifically enforce the merger agreement, including the obligation of UnitedHealth Group and Offeror to consummate the offer and the mergers.

Assumption of Certain Change-in-Control Risks. The SCA Board considered that the risks relating to the change of control provisions contained in the agreements governing certain of SCA's key joint ventures would be borne by UnitedHealth Group and that a transaction would not be contingent upon SCA's partners in these joint ventures waiving their change of control rights. The SCA Board also considered that it was unlikely for a competing bidder to be capable of assuming the change-in-control risks relating to certain key joint ventures, which UnitedHealth Group had advised SCA that it was prepared to do.

The SCA Board considered other terms of the merger agreement, which are more fully described in the section of this prospectus/offer to exchange entitled "Merger Agreement." Certain provisions of the merger agreement that the SCA Board considered important included:

Minimum Tender Condition. Consummation of the offer is conditioned on the satisfaction of the minimum tender condition, which, if satisfied, would demonstrate strong support for the offer and the mergers by holders of SCA shares because satisfaction of the minimum tender condition would require that at least a majority of SCA shares would have been tendered in the offer and not withdrawn.

Ability to Respond to Unsolicited Takeover Proposals. Prior to the time of the Offeror's acceptance of SCA shares tendered in the offer, the SCA Board may provide confidential information and/or engage in discussions or negotiations in connection with an unsolicited bona fide written takeover proposal (for further discussion, see the section of this prospectus/offer to exchange entitled "Merger Agreement No Solicitation of Acquisition Proposals") that did not result from SCA's breach of its non-solicitation obligations if the SCA Board determines in good faith, after consultation with its independent financial advisor and outside legal counsel, that such takeover proposal constitutes or is reasonably likely to lead to a superior proposal (for further discussion, see the section of this

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prospectus/offer to exchange entitled *Merger Agreement No Solicitation of Acquisition Proposals*) and that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, subject to certain notice requirements in favor of UnitedHealth Group and the entry into an acceptable confidentiality agreement.

Company Adverse Recommendation Change in Response to a Superior Proposal; Ability to Accept a Superior Proposal. The SCA Board may, in connection with a superior proposal, effect a change in recommendation (for further discussion, see the section of this prospectus/offer to exchange entitled *Merger Agreement No Solicitation of Acquisition Proposals*) and/or cause SCA to terminate the merger agreement to enter into a definitive agreement with respect to a superior proposal, if the SCA Board determines in good faith, after consultation with its independent financial advisor and outside legal counsel, that failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, subject to a five-business day match right that would allow UnitedHealth Group to match a superior proposal, and which will renew for two additional business days upon any revisions to the financial terms or any material revisions to the other terms of the superior proposal. If the merger agreement is terminated in connection with SCA's entering into a definitive agreement with respect to a superior proposal or changing its recommendation in response to a superior proposal, then SCA will have an obligation to pay UnitedHealth Group a termination fee of \$90 million (as more fully described in the section of this prospectus/offer to exchange entitled *Merger Agreement Termination Fee*). The SCA Board also considered, based on discussions with its independent financial and legal advisors, that the amount of the termination fee is comparable to termination fees in transactions of a similar size, was reasonable, would not meaningfully deter competing bids and would not likely be required to be paid unless SCA entered into a more favorable transaction. The SCA Board also recognized that the provisions in the merger agreement relating to match right and termination fees were insisted upon by UnitedHealth Group as a condition to entering into the merger agreement.

General Company Adverse Recommendation Change. The SCA Board may also effect a change in recommendation other than in response to a superior proposal if the SCA Board determines in good faith, after consultation with its independent financial advisor and outside legal counsel, that failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, subject to a five-business day right that would allow UnitedHealth Group to propose adjustments to the terms and conditions of the merger agreement such that the failure to take such action would no longer be inconsistent with the directors' fiduciary duties under applicable law. If UnitedHealth Group terminates the merger agreement as a result of such adverse change in recommendation, SCA will have an obligation to pay UnitedHealth Group a termination fee of \$90 million (as more fully described in the section of this prospectus/offer to exchange entitled *Merger Agreement Termination Fee*).

Extension of the Offer. Although the Offeror's obligation to accept and pay for all SCA shares that have been validly tendered into the offer and not properly withdrawn is subject to the satisfaction or waiver of a number of conditions, the Offeror is required, under certain circumstances, to extend the offer beyond the initial expiration date which will provide additional time for such conditions to be satisfied (see the section of this prospectus/offer to exchange entitled *Exchange Offer Procedures Extension, Termination and Amendment of Offer*).

End Date. The end date (as defined in the section of this prospectus/offer to exchange entitled "Questions and Answers About the Transactions") under the merger agreement on which either party, subject to certain exceptions, can terminate the merger agreement allows for sufficient time to consummate the offer and the mergers, while minimizing the length of time during which SCA would be required to operate subject to the restrictions on interim operations set forth in the merger agreement.

Obligations to Consummate the Offer and the Mergers. The merger agreement requires UnitedHealth Group to use its reasonable best efforts to consummate the offer and the mergers and to obtain requisite approvals to consummate the offer and the mergers.

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Appraisal Rights. The SCA Board considered the availability of statutory appraisal rights under Delaware law in connection with the first merger for stockholders of SCA who do not tender their SCA shares into the offer (and who otherwise comply with the statutory requirements of Delaware law), and who believe that exercising such rights would yield them a greater per-share amount than the transaction consideration, which appraisal rights avoid delays in the transaction so that other stockholders of SCA will be able to receive in the offer and the first merger the transaction consideration, as applicable, for their SCA shares.

In reaching its determinations and recommendations described above, the SCA Board also considered a number of uncertainties, risks and potentially negative factors relevant to the transactions, including the following (but not in any relative order of importance):

Floating Exchange Ratio. The SCA Board considered that because 20-49% of the transaction consideration is payable in cash and the portion of a share of UnitedHealth Group common stock included in the transaction consideration will be determined based on a floating exchange ratio, SCA stockholders will not benefit from any increase in the trading price of UnitedHealth Group common stock between the execution of the merger agreement and the determination of the exchange ratio.

Non-Solicitation Covenant. The SCA Board considered that the merger agreement prohibits SCA from soliciting takeover proposals from third parties (as more fully described in the section of this prospectus/offer to exchange entitled *Merger Agreement No Solicitation of Acquisition Proposals*).

Termination Fee. The SCA Board considered the fact that SCA must pay UnitedHealth Group a termination fee of \$90 million if the merger agreement is terminated under certain circumstances, including to accept a superior proposal (as more fully described in the section of this prospectus/offer to exchange entitled *Merger Agreement Termination Fee*).

Tax Treatment of the Offer and the Mergers. The SCA Board considered the fact that receipt of the applicable cash consideration by stockholders of SCA in exchange for their SCA shares would be taxable to SCA stockholders that are U.S. persons for federal tax income purposes.

Interim Operating Covenants. The SCA Board considered that the merger agreement imposes restrictions on the conduct of SCA's business prior to the consummation of the first merger, requiring SCA and its subsidiaries to conduct their respective businesses in the ordinary course of business in all material respects and use their respective commercially reasonable efforts to, among other things, maintain and preserve intact SCA's business organizations, and keep available the services of their key employees, and that these restrictions may limit SCA and its subsidiaries from taking specified actions, subject to specific limitations, which may delay or prevent SCA from undertaking business opportunities that may arise pending completion of the transactions (as more fully described in the section of this prospectus/offer to exchange entitled *Merger Agreement Conduct of SCA's Business Pending the First Merger*).

Risks and Uncertainties Relating to the Combined Business. The SCA Board considered the challenges of combining the business of SCA with that of UnitedHealth Group and the risk that the anticipated

performance or operational synergies might not be fully realized.

Risks the Offer and the Mergers May Not Be Completed. The SCA Board considered the risk that the conditions to the offer may not be satisfied and that, therefore, SCA shares may not be exchanged pursuant to the offer and the mergers may not be consummated. The SCA Board also considered the risks and costs to SCA if the offer and the mergers are not consummated, including the diversion of management and employee attention, potential employee attrition, the potential effect on vendors, distributors, customers, facilities, partners and others that do business with SCA and the potential effect on the trading price of the SCA shares.

Potential Conflicts of Interest. The SCA Board considered the fact that SCA's executive officers and directors have financial interests in the transactions contemplated by the merger agreement, including

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the offer and the mergers that may be different from or in addition to those of other stockholders, as more fully described below in Agreements or Arrangements with Executive Officers and Directors of SCA. The foregoing discussion of the reasons considered by the SCA Board is intended to be a summary only and should not be considered an exhaustive list of all of the reasons considered by the SCA Board. The SCA Board unanimously concluded that the positive reasons relating to the merger agreement and the transactions contemplated thereby, including the offer and the mergers, substantially outweighed the potential negative reasons. The SCA Board collectively reached the conclusion to approve the merger agreement and the related transactions, including the offer and the mergers, in light of the various reasons described above and other factors that the members of the SCA Board believed were appropriate. In view of the wide variety of reasons considered by the SCA Board in connection with its evaluation of the merger agreement and the transactions contemplated thereby, including the offer and the mergers, and the complexity of these matters, the SCA Board did not consider it practical, and did not attempt to quantify, rank or otherwise assign relative weights to the specific reasons it considered in reaching its decision, and it did not undertake to make any specific determination as to whether any reason, or any particular aspect of any reason, supported or did not support its ultimate determination. Rather, the SCA Board made its recommendation based on the totality of information it received and the investigation it conducted. In considering the reasons discussed above, individual directors may have given different weights to different reasons. It should be noted that this explanation of the reasoning of the SCA Board and certain information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed in the section entitled Cautionary Statement Regarding Forward-Looking Statements.

For the reasons described above, and in light of other factors that they believed were appropriate, the SCA Board unanimously determined and resolved that the terms of the offer, the mergers and the other transactions contemplated by the merger agreement are advisable, and fair to and in the best interests of, SCA and its stockholders, and unanimously resolved to recommend that the stockholders of SCA accept the offer and tender their shares of SCA common stock to the Offeror pursuant to the offer.

Opinion of SCA's Financial Advisor

Pursuant to an engagement letter dated January 6, 2017 (which we refer to in this section of this prospectus/offer to exchange as the engagement letter), SCA retained J.P. Morgan as its financial advisor in connection with the proposed offer and the mergers (referred to in this section of this prospectus/offer to exchange as the transactions).

At the meeting of the SCA Board of Directors on January 6, 2017, J.P. Morgan rendered its oral opinion to the SCA Board of Directors that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the transaction consideration to be paid in the proposed transactions to the holders of SCA shares entitled to receive transaction consideration pursuant to the merger agreement was fair, from a financial point of view, to such holders.

J.P. Morgan has confirmed its January 6, 2017 oral opinion by delivering its written opinion to the SCA Board, dated January 7, 2017, that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the transaction consideration to be paid in the proposed transactions to the holders of SCA shares entitled to receive transaction consideration pursuant to the merger agreement was fair, from a financial point of view, to such holders. The full text of the written opinion of J.P. Morgan dated January 7, 2017, which sets forth the assumptions made, matters considered and limits on the review undertaken, is attached hereto as Annex C and is incorporated herein by reference. SCA's stockholders are urged to read the opinion in its entirety. J.P. Morgan's written opinion was provided to the SCA Board (in its capacity as such) in connection with and for the purposes of its evaluation of the proposed transactions and was directed only to the transaction consideration to be paid in the proposed transactions to the holders of shares of SCA common stock entitled to receive transaction consideration pursuant to the merger

agreement and did not address any other aspect of the proposed

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transactions. The issuance of J.P. Morgan's opinion was approved by a fairness committee of J.P. Morgan. The summary of the opinion of J.P. Morgan set forth in this prospectus/offer to exchange is qualified in its entirety by reference to the full text of such opinion. The opinion does not constitute a recommendation to any stockholder of SCA as to whether such stockholder should tender its SCA shares into the offer or how such stockholder should vote with respect to the proposed transactions or any other matter.

In arriving at its opinions, J.P. Morgan, among other things:

reviewed the merger agreement;

reviewed certain publicly available business and financial information concerning SCA and UnitedHealth Group and the industries in which they operate;

compared the proposed financial terms of the proposed transactions with the publicly available financial terms of certain transactions involving companies J.P. Morgan deemed relevant and the consideration paid for such companies;

compared the financial and operating performance of SCA and UnitedHealth Group with publicly available information concerning certain other companies J.P. Morgan deemed relevant and reviewed the current and historical market prices of the SCA shares and UnitedHealth Group common stock and certain publicly traded securities of such other companies;

reviewed certain internal financial analyses and forecasts prepared by the management of SCA relating to its business which are set forth in Table 1 of the section of this prospectus/offer to exchange entitled "Certain Unaudited Prospective Financial Information of SCA" (referred to in this section as the "unaudited prospective financial information") and certain financial analyses and forecasts derived therefrom by the management of SCA and guidance provided by management of SCA with respect to extrapolations derived therefrom by J.P. Morgan (which extrapolations were reviewed and approved by management of SCA); and

performed such other financial studies and analyses and considered such other information as J.P. Morgan deemed appropriate for the purposes of its opinion.

In addition, J.P. Morgan held discussions with certain members of the management of SCA with respect to certain aspects of the proposed transactions, and the past and current business operations of SCA, the financial condition and future prospects and operations of SCA, the effects of the transactions on the financial condition and future prospects of SCA, and certain other matters J.P. Morgan believed necessary or appropriate to its inquiry.

In giving its opinion, J.P. Morgan relied upon and assumed the accuracy and completeness of all information that was publicly available or was furnished to or discussed with J.P. Morgan by SCA or otherwise reviewed by or for J.P. Morgan, and J.P. Morgan did not independently verify (and did not assume any obligation to undertake any such independent verification of) any such information or its accuracy or completeness. J.P. Morgan did not conduct and was not provided with any valuation or appraisal of any assets or liabilities, nor did J.P. Morgan evaluate the solvency

of SCA or UnitedHealth Group under any state or federal laws relating to bankruptcy, insolvency or similar matters. In relying on the unaudited prospective financial information or on financial analyses and forecasts derived therefrom by the management of SCA and guidance provided by management of SCA with respect to extrapolations derived therefrom by J.P. Morgan (which extrapolations were reviewed and approved by management of SCA), J.P. Morgan assumed that they were reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by management as to the expected future results of operations and financial condition of SCA to which the unaudited prospective financial information or such financial analyses and forecasts derived therefrom by management and guidance provided by management of SCA with respect to extrapolations derived therefrom by J.P. Morgan (which extrapolations were reviewed and approved by management of SCA) relate. J.P. Morgan expressed no view as to the unaudited prospective financial information or the financial analyses and forecasts derived therefrom by the management of SCA and guidance provided by management of SCA with respect to extrapolations derived therefrom by J.P. Morgan (which extrapolations were reviewed and approved by management of SCA) or the assumptions on

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which they were based. J.P. Morgan also assumed that the proposed transactions and other transactions contemplated by the merger agreement will qualify as a tax-free reorganization for United States federal income tax purposes and will be consummated as described in the merger agreement. J.P. Morgan also assumed that the representations and warranties made by SCA and UnitedHealth Group in the merger agreement and the related agreements were and will be true and correct in all respects material to its analysis. J.P. Morgan is not a legal, regulatory or tax expert and relied on the assessments made by advisors to SCA with respect to such issues. J.P. Morgan further assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the proposed transactions will be obtained without any adverse effect on SCA or UnitedHealth Group or on the contemplated benefits of the proposed transactions.

J.P. Morgan's opinion was necessarily based on economic, market and other conditions as in effect on, and the information made available to J.P. Morgan as of the date of its opinion. J.P. Morgan's opinion noted that subsequent developments may affect J.P. Morgan's opinion, and that J.P. Morgan does not have any obligation to update, revise, or reaffirm such opinion. J.P. Morgan's opinion is limited to the fairness, from a financial point of view, of the transaction consideration to be paid in the proposed transactions to the holders of SCA shares entitled to receive transaction consideration pursuant to the merger agreement, and J.P. Morgan has expressed no opinion as to the fairness of any consideration to be paid to the holders of any other class of securities, creditors or other constituencies of SCA or the underlying decision by SCA to engage in the proposed transactions. Furthermore, J.P. Morgan expressed no opinion with respect to the amount or nature of any compensation to any officers, directors, or employees of any party to the proposed transactions, or any class of such persons relative to the transaction consideration to be paid in the proposed transactions to the holders of SCA shares entitled to receive transaction consideration pursuant to the merger agreement or with respect to the fairness of any such compensation. J.P. Morgan expressed no opinion as to the price at which the SCA shares or UnitedHealth Group common stock will trade at any future time.

The terms of the merger agreement, including the transaction consideration, were determined through arm's length negotiations between SCA and UnitedHealth Group, and the decision to enter into the merger agreement was solely that of the SCA Board. J.P. Morgan's opinion and financial analyses were only one of the many factors considered by the SCA Board in its evaluation of the proposed transactions and should not be viewed as determinative of the views of the SCA Board or management with respect to the proposed transactions or the transaction consideration to be paid in the proposed transactions to the holders of SCA shares entitled to receive transaction consideration pursuant to the merger agreement.

In accordance with customary investment banking practice, J.P. Morgan employed generally accepted valuation methodologies in rendering its oral opinion to the SCA Board on January 6, 2017 and contained in the presentation delivered to the SCA Board on such date in connection with the rendering of such oral opinion. The following is a summary of the material financial analyses utilized by J.P. Morgan in connection with providing its opinion. Some of the summaries of the financial analyses include information presented in tabular format. The tables are not intended to stand alone and, in order to more fully understand the financial analyses used by J.P. Morgan, the tables must be read together with the full text of each summary. Considering the data set forth below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of J.P. Morgan's analyses. For purposes of the financial analyses utilized by J.P. Morgan in connection with providing its opinion, EBITDA for SCA was calculated as earnings before interest, taxes, depreciation and amortization before stock-based compensation, excluding income attributable to non-controlling interests.

Public Trading Multiples

Using publicly available information, J.P. Morgan compared selected financial data of SCA with similar data for selected publicly traded companies engaged in businesses which J.P. Morgan judged to be analogous to SCA or aspects thereof based on J.P. Morgan's experience and its familiarity with the industries in which SCA operates. The companies selected by J.P. Morgan were as follows:

Surgery Partners, Inc.

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Envision Healthcare Holdings, Inc.

TeamHealth Holdings Inc.

MEDNAX, Inc.

With respect to the selected companies, the information J.P. Morgan presented included the multiple of firm value (calculated as equity value plus net debt and, with respect to SCA, Surgery Partners, Inc. and Envision Healthcare Holdings, Inc., excluding non-controlling interests), referred to in this section as **FV**, to adjusted EBITDA (calculated as earnings before interest, taxes, depreciation and amortization before stock-based compensation, and, with respect to SCA, Surgery Partners, Inc. and Envision Healthcare Holdings, Inc., excluding income attributable to non-controlling interests), referred to in this section as **EBITDA**. Estimated financial data for the selected companies was based on the selected companies' filings with the SEC and publicly available analyst consensus estimates for the calendar year ended 2017 that J.P. Morgan obtained from FactSet Research Systems. Results of this analysis were presented for the selected companies, as indicated in the following table:

Selected Company	FV/EBITDA 2017E Multiple
Surgery Partners, Inc.	9.5x
Envision Healthcare Holdings, Inc.	9.3x*
TeamHealth Holdings Inc.	10.1x**
MEDNAX, Inc.	10.7x

* Pro forma for the merger between AMSURG Corp. and Envision Healthcare Holdings, Inc. announced on June 17, 2016 and completed on December 1, 2016.

** Based on TeamHealth Holdings Inc.'s unaffected stock price as of October 28, 2016 prior to the announcement of The Blackstone Group's acquisition of TeamHealth Holdings Inc.

Based on the above analysis and other factors that J.P. Morgan considered appropriate, J.P. Morgan then selected a FV/EBITDA 2017E reference range for SCA of 9.50x to 10.75x. Applying this range to SCA's projected EBITDA for the calendar year ended 2017 included in the unaudited prospective financial information, the analysis indicated an implied equity value per SCA share between \$26.25 and \$33.25 (rounded to the nearest \$0.25), which J.P. Morgan compared to the value of the transaction consideration of \$57.00 per SCA share. J.P. Morgan also derived the FV/EBITDA 2017E multiples for SCA based on publicly available analyst consensus estimates and the unaudited prospective financial information of 14.00x and 13.30x, respectively, and noted that expanding the FV/EBITDA 2017E reference range to 9.50x to 14.00x and applying it to SCA's projected EBITDA for the calendar year ended 2017 included in the unaudited prospective financial information would indicate an implied equity value per SCA share between \$26.25 and \$51.00 (rounded to the nearest \$0.25), as compared to the value of the transaction consideration of \$57.00 per SCA share.

Table of Contents*Selected Transaction Analysis.*

Using publicly available information, J.P. Morgan examined selected transactions with respect to businesses which J.P. Morgan judged to be analogous to SCA's business or aspects thereof based on J.P. Morgan's experience and familiarity with the industries in which SCA operates. The transactions indicated in the following table were selected by J.P. Morgan as relevant in evaluating the proposed transactions. Using publicly available information, J.P. Morgan calculated, for each selected transaction, the multiple of the target company's FV implied in the relevant transaction to the target company's EBITDA for the twelve-month period prior to the announcement date of the applicable transaction. Estimated financial data for the selected transactions was based on the selected companies' filings with the SEC and publicly available analyst consensus estimates that J.P. Morgan obtained from FactSet Research Systems. Results of this analysis were presented for the selected transactions, as indicated in the following table:

Announcement

Date	Acquiror	Target	LTM EBITDA Multiple
October 2016	Blackstone Group LP	TeamHealth Holdings Inc.	12.9x
June 2016	AMSURG Corp.	Envision Healthcare Holdings, Inc.	12.6x*
August 2015	TeamHealth Holdings Inc.	IPC Healthcare, Inc.	22.7x**
May 2014	AMSURG Corp.	Sheridan Healthcare, Inc.	12.2x*
June 2014	Surgery Partners Inc. / H.I.G. Capital, LLC	Symbion Holdings Corp.	10.3x
April 2011	AMSURG Corp.	National Surgical Care, Inc.	8.1x
January 2011	Surgery Partners Inc. / H.I.G. Capital, LLC	NovaMed, Inc.	7.7x*
April 2007	Crestview Partners, L.P.	Symbion Holdings Corp.	12.5x
March 2007	TPG Capital, L.P.	HealthSouth Corporation (Surgery Centers)	10.1x

* EBITDA for Envision Healthcare Holdings, Inc. Sheridan Healthcare and NovaMed, Inc. calculated excluding income attributable to non-controlling interests.

** Transaction included for reference purposes only and not as a component of J.P. Morgan's fairness analysis. Based on the above analysis and other factors that J.P. Morgan considered appropriate, J.P. Morgan then selected a LTM EBITDA multiple reference range for SCA of 8.00x to 13.00x. Applying this range to SCA's EBITDA for calendar year 2016 included in the unaudited prospective financial information, this analysis indicated an implied equity value per SCA share between \$11.50 and \$35.25 (rounded to the nearest \$0.25), which J.P. Morgan compared to the value of the transaction consideration of \$57.00 per SCA share.

Discounted Cash Flow Analysis.

J.P. Morgan conducted a discounted cash flow analysis for the purpose of determining the fully diluted equity value per SCA share. J.P. Morgan calculated the unlevered free cash flow estimates of SCA for calendar years 2017 through 2031 (as set forth in Table 2 of the section of this prospectus/offer to exchange entitled "Certain Unaudited Prospective Financial Information of SCA"), which were discussed with, and approved by, SCA's management for J.P. Morgan's use in connection with its financial analyses. J.P. Morgan also calculated a range of terminal values for SCA at the end of

this period by applying terminal value growth rates ranging from 1.50% to 2.00% to the unlevered free cash flow estimates for SCA during the terminal period. The unlevered free cash flow estimates, the cash flows generated by potential tax savings resulting from utilization of the net operating losses of SCA as provided by SCA management and the range of terminal values were then discounted by J.P. Morgan to present value as of December 31, 2016 using discount rates ranging from 6.50% to 7.50%. This range of discount rates was derived utilizing the capital asset pricing model to derive the cost of equity, and based upon an analysis of SCA's weighted average cost of capital and inputs that J.P. Morgan determined were relevant based on publicly available data, taking into account macro-economic assumptions, estimates of risk,

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SCA's capital structure and other appropriate factors. J.P. Morgan also conducted an analysis to illustrate the effects of projected annual tax savings during the period from calendar year 2017 through 2022 based on projected annual usage of net operating losses provided by SCA management to offset projected tax liabilities of SCA should the net operating losses be fully utilizable by SCA and not subject to any change of control limitation. SCA's net operating loss balance was valued by applying such balance to offset potential taxes on earnings, assuming a 41.0% effective tax rate, and using the same range of discount rates. J.P. Morgan assumed that SCA's net operating loss balance would be fully utilized by 2022 and conducted its analysis without regard to potential usage limitations. This analysis indicated a range of estimated present values for SCA's net operating loss balance of \$91 million to \$94 million. The present value of the unlevered free cash flow estimates and the range of terminal values were then adjusted by subtracting projected net debt as of December 31, 2016 of \$1,024 million and adding the discounted value as of December 31, 2016 of SCA's net operating loss balance. This analysis indicated a range of implied equity values for SCA, which J.P. Morgan divided by the number of outstanding SCA shares, calculated on a fully-diluted basis, to derive a range of implied equity values per SCA share of between \$40.00 and \$70.50 (rounded to the nearest \$0.25) per SCA share (which values included the estimated value of SCA's net operating loss balance per share), which J.P. Morgan compared to the value of the transaction consideration of \$57.00 per SCA share.

Other Information

Historical Trading Range for SCA. For reference purposes only and not as a component of its fairness analysis, J.P. Morgan reviewed the historical trading prices of the SCA shares during the 52-week period prior to January 5, 2017, the last trading day before delivery of J.P. Morgan's oral opinion on January 6, 2017, noting that the low and high closing prices during such period ranged from \$38.29 per share to \$52.01 per SCA share, as compared to the value of the transaction consideration of \$57.00 per SCA share.

Analyst Price Targets for SCA. For reference purposes only and not as a component of its fairness analysis, J.P. Morgan reviewed certain publicly available equity research analyst share price targets for the SCA shares obtained from FactSet Research Systems, noting that the low and high share price targets ranged from \$37.00 per share to \$58.00 per SCA share, as compared to the value of the transaction consideration of \$57.00 per SCA share.

Miscellaneous

The foregoing summary of certain material financial analyses does not purport to be a complete description of the analyses or data presented by J.P. Morgan. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. J.P. Morgan believes that the foregoing summary and its analyses must be considered as a whole and that selecting portions of the foregoing summary and these analyses, without considering all of its analyses as a whole, could create an incomplete view of the processes underlying the analyses and its opinion. As a result, the ranges of valuations resulting from any particular analysis or combination of analyses described above were merely utilized to create points of reference for analytical purposes and should not be taken to be the view of J.P. Morgan with respect to the actual value of SCA. The order of analyses described does not represent the relative importance or weight given to those analyses by J.P. Morgan. In arriving at its opinion, J.P. Morgan did not attribute any particular weight to any analyses or factors considered by it and did not form an opinion as to whether any individual analysis or factor (positive or negative), considered in isolation, supported or failed to support its opinion. Rather, J.P. Morgan considered the totality of the factors and analyses performed in determining its opinion.

Analyses based upon forecasts of future results are inherently uncertain, as they are subject to numerous factors or events beyond the control of the parties and their advisors. Accordingly, forecasts and analyses used or made by J.P. Morgan are not necessarily indicative of actual future results, which may be significantly more or less favorable than

suggested by those analyses. Moreover, J.P. Morgan's analyses are not and do not purport to be appraisals or otherwise reflective of the prices at which businesses actually could be acquired or sold. None of the selected companies reviewed as described in the above summary is identical to SCA, and certain of these

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companies may have characteristics that are materially different from those of SCA, and none of the selected transactions reviewed was identical to the proposed transactions. However, the companies selected were chosen because they are publicly traded companies with operations and businesses that, for purposes of J.P. Morgan's analysis, may be considered similar to those of SCA. The transactions selected were similarly chosen because their participants, size and other factors, for purposes of J.P. Morgan's analysis, may be considered similar to the proposed transactions. The analyses necessarily involve complex considerations and judgments concerning differences in financial and operational characteristics of the companies involved and other factors that could affect the companies differently than they would affect SCA and the transactions differently than they would affect the proposed transactions.

As a part of its investment banking business, J.P. Morgan and its affiliates are continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, investments for passive and control purposes, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements, and valuations for corporate and other purposes. J.P. Morgan was selected to advise the SCA Board in connection with the proposed transactions on the basis of, among other things, such experience and its qualifications and reputation in connection with such matters and its familiarity with SCA and the industries in which it operates.

For financial advisory services rendered in connection with the transactions (including the delivery of its opinion), SCA has agreed to pay J.P. Morgan a fee of \$14 million, \$2 million of which was payable upon delivery by J.P. Morgan of its opinion, and the remainder of which will become due upon the closing of the proposed transactions. In addition, SCA has agreed to reimburse J.P. Morgan for certain of its reasonable costs and expenses incurred in connection with its services, including certain of the reasonable fees and disbursements of counsel, and will indemnify J.P. Morgan against certain liabilities arising out of J.P. Morgan's engagement. During the two years preceding the date of J.P. Morgan's opinion, J.P. Morgan and its affiliates have had commercial or investment banking relationships with SCA, UnitedHealth Group and TPG Capital, L.P. (together with its affiliates, TPG) for which J.P. Morgan and such affiliates have received customary compensation. With respect to SCA, such services during such period have included acting as joint lead arranger and joint bookrunner with respect to its term loan B and revolving credit facility closed March 2015 and as sole bookrunner and sole lead arranger with respect to the increase of the said term loan B facility closed October 2016, as joint bookrunner with respect to its bond offering closed March 2015, and as joint bookrunner with respect to its equity offering closed March 2015. With respect to UnitedHealth Group, such services during such period have included acting as joint lead arranger and bookrunner with respect to its revolving credit facility closed April 2015 and joint lead arranger and bookrunner with respect to its term loan A facility closed April 2015, as joint bookrunner with respect to its bond offerings closed December 2016 and July 2015, respectively, and as financial advisor on its acquisition of Catamaran Corporation closed July 2015. With respect to TPG, such services during such period have included acting as joint lead arranger and bookrunner with respect to its syndicated credit facilities closed October 2015 and August 2016 respectively. In addition, J.P. Morgan's commercial banking affiliate is an agent bank and a lender under outstanding credit facilities of SCA and UnitedHealth Group, for which J.P. Morgan receives customary compensation or other financial benefits. In addition, J.P. Morgan and its affiliates hold, on a proprietary basis, less than 1% of each of the SCA shares and UnitedHealth Group common stock. During the two years preceding the date of J.P. Morgan's opinion, the aggregate fees received by J.P. Morgan from SCA were approximately \$6 million, the aggregate fees received by J.P. Morgan from UnitedHealth Group were approximately \$49 million and the aggregate fees received by J.P. Morgan from TPG were approximately \$183 million. In the ordinary course of their businesses, J.P. Morgan and its affiliates may actively trade the debt and equity securities or financial instruments (including derivatives, bank loans or other obligations) of SCA or UnitedHealth Group for its own account or for the accounts of customers and, accordingly, J.P. Morgan may at any time hold long or short positions in such securities or other financial instruments.

Table of Contents***Certain Unaudited Prospective Financial Information of SCA***

SCA does not, as a matter of course, publicly disclose long-term forecasts or internal projections as to future revenues, earnings or other results, due to, among other reasons, the unpredictability of such forecasts or projections and the underlying assumptions and estimates. However, in connection with its evaluation of UnitedHealth Group's acquisition proposal, SCA's management prepared certain unaudited prospective financial information that was presented to the SCA Board on December 17, 2016 (the "unaudited prospective financial information"). SCA's management provided the unaudited prospective financial information to (i) the SCA Board on December 17, 2016 for purposes of considering and evaluating UnitedHealth Group's acquisition proposal, (ii) UnitedHealth Group on December 20, 2016 in connection with its evaluation of an acquisition of SCA, and (iii) J.P. Morgan in connection with the rendering of J.P. Morgan's fairness opinion to the SCA Board and in performing its related financial analyses, as described above in Opinion of SCA's Financial Advisor. The SCA Board directed J.P. Morgan to use the unaudited prospective financial information in performing its financial analyses in connection with the rendering of its fairness opinion. To give holders of SCA common stock access to certain nonpublic information that was available to the SCA Board, UnitedHealth Group and J.P. Morgan at the time of the evaluation of the offer, the mergers and the other transactions contemplated by the merger agreement, certain of the unaudited prospective financial information is included below.

The unaudited prospective financial information was developed from historical financial statements and a series of independent assumptions and estimates of SCA management related to future trends and did not give effect to any significant changes or expenses as a result of the offer, the mergers or the other transactions contemplated by the merger agreement or any other effects of the offer, the mergers and the other transactions contemplated by the merger agreement. The unaudited prospective financial information have been prepared by SCA management and were not prepared with a view toward public disclosure; and, accordingly, do not necessarily comply with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of financial forecasts, or GAAP. PricewaterhouseCoopers LLP, SCA's independent registered public accounting firm, has not audited, reviewed, compiled or performed any procedures with respect to the unaudited prospective financial information and does not express an opinion or any form of assurance related thereto. The PricewaterhouseCoopers LLP report included in this offering document by reference to SCA's Annual Report on Form 10-K for the year ended December 31, 2016 relates to SCA's historical financial information. It does not extend to the unaudited prospective financial information and should not be read to do so. The inclusion of the unaudited prospective financial information in this prospectus/offer to exchange should not be regarded as an indication that SCA, UnitedHealth Group, J.P. Morgan or any of their respective affiliates, or any other recipient of this information considered, or now considers, such unaudited prospective financial information to be a reliable prediction of future results or any actual future events. None of SCA, UnitedHealth Group, J.P. Morgan, any of their respective affiliates or any other person assumes any responsibility for the validity, reasonableness, accuracy or completeness of the unaudited prospective financial information included below. Except as required by law, none of SCA, UnitedHealth Group, J.P. Morgan or any of their respective affiliates intends to, and each of them disclaims any obligation to, update, revise, or correct the unaudited prospective financial information if they are or become inaccurate (in the long term or the short term).

SCA's future financial results may materially differ from those expressed in the unaudited prospective financial information. While presented with numerical specificity, the unaudited prospective financial information necessarily was based on numerous variables and assumptions that are inherently uncertain and many of which are beyond the control of SCA and difficult to predict, including with respect to industry performance, competitive factors, industry consolidation, general business, economic, regulatory, market and financial conditions, as well as matters specific to SCA's business, which assumptions may not prove to have been, or may no longer be, accurate. SCA cannot ensure that any of the results expressed in the unaudited prospective financial information will be realized or that SCA's future financial results will not materially vary from the unaudited prospective financial information. The unaudited

prospective financial information speaks only as of the date it was prepared as it does not take into account any circumstances or events occurring after the date they were prepared, including the January 9, 2017 announcement of the merger agreement or pendency of

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the transaction with UnitedHealth Group, and has not been updated since its date of preparation. In addition, the unaudited prospective financial information does not take into account the effect of any failure of the offer, the mergers and the other transactions contemplated by the merger agreement to occur and should not be viewed as accurate or continuing in that context. Because the unaudited prospective financial information covers multiple years, by their nature, it becomes subject to greater uncertainty with each successive year.

In light of the foregoing factors and the uncertainties inherent in the unaudited prospective financial information, SCA stockholders are cautioned not to place undue reliance on the unaudited prospective financial information. They should not be utilized as public guidance and will not be provided in the ordinary course of our business in the future. The unaudited prospective financial information should be evaluated in conjunction with SCA's historical financial statements and other information regarding SCA and its public filings with the SEC.

The unaudited prospective financial information is summarized in Table 1 below:

Table 1 Unaudited Prospective Financial Information

Fiscal Year Ended 12/31	2016E	2017E	2018E	2019E	2020E	2021E
Net Revenue (in millions)	\$ 1,200	\$ 1,408	\$ 1,677	\$ 1,940	\$ 2,225	\$ 2,573
EBITDA (in millions) (1)	\$ 201	\$ 235	\$ 282	\$ 332	\$ 386	\$ 447
Adjusted Net Income (in millions) (2)	\$ 76	\$ 94	\$ 121	\$ 150	\$ 181	\$ 220
Adjusted EPS (2)	\$ 1.85	\$ 2.26	\$ 2.86	\$ 3.50	\$ 4.19	\$ 4.99

(1) As used in this section of the prospectus/offer to exchange, EBITDA represents earnings before interest, taxes, depreciation and amortization before stock-based compensation, less income attributable to non-controlling interests. EBITDA is a non-GAAP financial measure.

(2) As used in this section of the prospectus/offer to exchange, Adjusted Net Income and Adjusted EPS include certain non-GAAP adjustments to remove the effects of stock-based compensation, amortization, provisions for income taxes and, in the case of 2016E Adjusted Net Income and 2016E Adjusted EPS, impairment of assets and other non-recurring losses. Adjusted EPS is based on a weighted average of outstanding shares of SCA common stock. Adjusted Net Income and Adjusted EPS are each non-GAAP financial measures.

Certain Information Regarding Non-GAAP Financial Measures

The following table reconciles EBITDA to GAAP Net Income attributable to SCA:

Fiscal Year Ended 12/31	2016E	2017E	2018E	2019E	2020E	2021E
EBITDA	\$ 201	\$ 235	\$ 282	\$ 332	\$ 386	\$ 447
Depreciation and Amortization	(\$ 89)	(\$ 100)	(\$ 116)	(\$ 135)	(\$ 156)	(\$ 177)
Stock-Based Compensation	(\$ 13)	(\$ 17)	(\$ 18)	(\$ 18)	(\$ 19)	(\$ 19)
Interest Expense	(\$ 56)	(\$ 63)	(\$ 68)	(\$ 72)	(\$ 76)	(\$ 81)
Other Expense	\$ 12	(\$ 1)	(\$ 2)	(\$ 2)	(\$ 2)	(\$ 3)
GAAP Taxes	(\$ 22)	(\$ 22)	(\$ 32)	(\$ 43)	(\$ 54)	(\$ 68)

GAAP Net Income Attributable to SCA	\$ 34	\$ 31	\$ 47	\$ 62	\$ 78	\$ 99
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The following table reconciles Adjusted Net Income to GAAP Net Income attributable to SCA. As noted above in footnote 2 to Table 1, Adjusted EPS is derived by dividing the Adjusted Net Income of SCA by the weighted average of outstanding shares of SCA's common stock for the given period.

Fiscal Year Ended 12/31	2016E	2017E	2018E	2019E	2020E	2021E
GAAP Net Income Attributable to the Company	\$ 34	\$ 31	\$ 47	\$ 62	\$ 78	\$ 99
Stock-Based Compensation	\$ 13	\$ 17	\$ 18	\$ 18	\$ 19	\$ 19
Amortization	\$ 21	\$ 24	\$ 24	\$ 27	\$ 30	\$ 34
Asset Impairments	\$ 12					
Provision for Income Tax	\$ 22	\$ 22	\$ 32	\$ 43	\$ 54	\$ 68
Other Non-Recurring Losses (Gains)	(\$ 26)					
Adjusted Net Income	\$ 76	\$ 94	\$ 121	\$ 150	\$ 181	\$ 220

In connection with the rendering of its fairness opinion to the SCA Board and in performing its related financial analyses, J.P. Morgan calculated unlevered free cash flow estimates of SCA for calendar years 2017 through 2031 (such estimates of unlevered free cash flow, the Unlevered Free Cash Flow Estimates) based on the unaudited prospective financial information for calendar years 2017 through 2021 and certain extrapolations derived therefrom by J.P. Morgan, on the basis of and in accordance with guidance provided by SCA management, which extrapolations were reviewed and approved by SCA management, for calendar years 2022 through 2031. In deriving such extrapolations from the unaudited prospective financial information for calendar years 2017 through 2021, J.P. Morgan, on the basis of and in accordance with guidance provided by SCA management, utilized the following assumptions provided by SCA management: (i) EBITDA generated by SCA's existing facilities from 2018 to 2021 was expected to increase by 3.00% per annum, with the increase in EBITDA declining over the course of the forecast period to 1.50% by 2030; (ii) SCA would establish 9 to 12 de novo facilities per annum for 2017 to 2021 up to a maximum 16 de novo facilities per annum in 2026 and thereafter the number of de novo facilities established by SCA each year would decline to zero in 2031; and (iii) cash spent to acquire new facilities would increase each year over the forecast period up to a maximum of \$276 million in 2024 and would thereafter decline each year over the forecast period to \$0 in 2031. The Unlevered Free Cash Flow Estimates were discussed with, and approved by, SCA's management for J.P. Morgan's use in connection with its financial analyses.

The EBITDA estimates and Unlevered Free Cash Flow Estimates for calendar years 2017 through 2031 and estimates of EBITDA for 2022 through 2031 are summarized in Table 2 below:

Table 2 EBITDA Estimates and Unlevered Free Cash Flow Estimates

Calendar Years 2017E through 2021E

Fiscal Year	2017E	2018E	2019E	2020E	2021E
Unlevered Free Cash Flow (in millions) (1)	(\$ 52)	(\$ 69)	(\$ 51)	(\$ 26)	(\$ 50)

Calendar Years 2022E through 2031E

Fiscal Year	2022E	2023E	2024E	2025E	2026E	2027E	2028E	2029E	2030E	2031E
EBITDA(2)	\$ 504	\$ 568	\$ 633	\$ 698	\$ 754	\$ 807	\$ 852	\$ 888	\$ 914	\$ 933

Unlevered Free Cash Flow

(in millions)(1)	(\$82)	(\$71)	(\$57)	\$ 14	\$ 76	\$ 154	\$ 229	\$ 297	\$ 350	\$ 397
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- (1) As used in this section of the prospectus/offer to exchange, the Unlevered Free Cash Flow Estimates for a given period are calculated as follows: EBITDA minus (i) taxes, (ii) stock based compensation and other expenses, (iii) capital expenditures, and (iv) expenditures on acquisitions and de novo facilities, and plus income attributable to noncontrolling interests and equity (in each case, net of distributions), after giving effect to the impact of changes in net working capital (including impact from allowance for doubtful accounts and deferred taxes).

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- (2) As used in this section of the prospectus/offer to exchange, EBITDA represents earnings before interest, taxes, depreciation and amortization before stock-based compensation, less income attributable to non-controlling interests. EBITDA is a non-GAAP financial measure.

Ownership of UnitedHealth Group After the Offer and the First Merger

It is estimated that former stockholders of SCA will own in the aggregate between approximately 0.8%, in the case of the minimum applicable stock consideration, and 1.3%, in the case of the default stock consideration, of the outstanding shares of UnitedHealth Group common stock immediately following consummation of the offer and the mergers, assuming that:

the trading price for the UnitedHealth Group common stock equals \$160.50 (based upon a hypothetical closing date of February 15, 2017, reflecting the volume-weighted average of the closing prices for the five business days ending on and including the third business day prior to such hypothetical February 15, 2017 closing date);

UnitedHealth Group acquires through the offer and the first merger 100% of the outstanding shares of common stock of SCA;

in the offer and the mergers, UnitedHealth Group issues approximately 7,697,719 shares of UnitedHealth Group common stock, in the case of the minimum applicable stock consideration, or 12,074,853 shares of UnitedHealth Group common stock, in the case of the default stock consideration; and

immediately following completion of the mergers, there are approximately 959,689,048 shares of UnitedHealth Group common stock outstanding, in the case of the minimum applicable stock consideration, or there are approximately 964,066,182 shares of UnitedHealth Group common stock outstanding, in the case of the default stock consideration (calculated by adding 951,991,329, the number of shares of UnitedHealth Group common stock outstanding as of February 15, 2017, plus approximately 7,697,719 or 12,074,853, the number of shares of UnitedHealth Group common stock estimated to be issued as part of the transaction consideration in the cases of minimum applicable stock consideration or the default stock consideration, respectively).

Appraisal Rights

No appraisal rights are available to SCA stockholders in connection with the offer. However, if the first merger is consummated, the holders of record of shares of SCA common stock immediately prior to the effective time of the first merger who (1) did not tender their shares of SCA common stock in the offer; (2) demand appraisal of their shares of SCA common stock in accordance with Section 262 of the DGCL and otherwise follow the procedures set forth in Section 262 of the DGCL; and (3) do not thereafter withdraw their demand for appraisal of such shares or otherwise lose their appraisal rights, in each case in accordance with the DGCL, will be entitled to have their shares appraised by the Delaware Court of Chancery and receive in lieu of the transaction consideration payment of the fair value of such shares, determined as of the effective time of the first merger exclusive of any element of value arising from the accomplishment or expectation of the transactions, together with a fair rate of interest, as determined by such court.

The fair value of any shares of SCA common stock could be based upon considerations other than, or in addition to, the price paid in the offer and the first merger and the market value of such shares. SCA stockholders should recognize that the value so determined could be higher or lower than, or the same as, the transaction consideration. Moreover, UnitedHealth Group and SCA may argue in an appraisal proceeding that, for purposes of such proceeding, the fair value of such shares of SCA common stock is less than such amount.

Under Section 262 of the DGCL, if a merger is approved under Section 251(h) of the DGCL, either a constituent corporation before the effective date of the merger, or the surviving corporation within 10 days thereafter, shall notify each of the holders of any class or series of stock of such constituent corporation who is

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entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and must include in such notice a copy of Section 262 of the DGCL. **The Schedule 14D-9 that was mailed to SCA stockholders on February 21, 2017 constitutes the formal notice of appraisal rights under Section 262 of the DGCL.**

As described more fully in the Schedule 14D-9, if a SCA stockholder elects to exercise appraisal rights under Section 262 of the DGCL, such stockholder must do all of the following, among other things:

by the later of the consummation of the offer and 20 days after the mailing of the Schedule 14D-9, deliver to SCA a written demand for appraisal of shares of SCA common stock held by the stockholder, which demand must reasonably inform SCA of the identity of the stockholder and that the stockholder is demanding appraisal;

not tender such holder's SCA shares in the offer; and

continuously hold of record the shares from the date on which the written demand for appraisal is made through the effective time of the first merger.

This does not purport to be a complete statement of the procedures to be followed by SCA stockholders desiring to exercise any appraisal rights and is qualified in its entirety by reference to Section 262 of the DGCL. The proper exercise of appraisal rights requires strict and timely adherence to the applicable provisions of Delaware law. A copy of Section 262 of the DGCL was included as Annex B to the Schedule 14D-9.

Plans for SCA

In connection with the offer and the mergers, UnitedHealth Group has reviewed and will continue to review various possible business strategies that it might consider in the event that UnitedHealth Group acquires control of SCA, whether pursuant to the offer and/or the first merger or otherwise. Following a review of additional information regarding SCA, these changes could include, among other things, changes in SCA's business, operations, personnel, employee benefit plans, corporate structure, capitalization and management. See also The Transactions UnitedHealth Group's Reasons for the Transactions.

Delisting and Termination of Registration

Following consummation of the offer and the first merger, shares of SCA common stock will no longer be eligible for inclusion on Nasdaq and will be withdrawn from listing. Assuming that SCA qualifies for termination of registration under the Securities Exchange Act of 1934, as amended (the Exchange Act), after the offer and the first merger are consummated, UnitedHealth Group and SCA have agreed to cooperate to seek to terminate the registration of shares of SCA common stock under the Exchange Act.

Board of Directors, Management and Organizational Documents

Upon consummation of the first merger, the directors of the Offeror immediately prior to the effective time of the first merger will become the initial directors of the surviving corporation, and the officers of the Offeror immediately prior to the effective time of the first merger will continue as the officers of the surviving corporation, in each case until

their successors have been duly elected and qualified or until their earlier death, resignation or removal. At the effective time of the first merger, the certificate of incorporation and bylaws of SCA will become the certificate of incorporation and bylaws of the surviving corporation.

Upon consummation of the second merger, subject to applicable law, the manager of Merger Sub immediately prior to the effective time of the second merger will become the manager of the surviving company, and, except as otherwise determined by UnitedHealth Group prior to the effective time of the second merger, the officers of the corporation surviving the first merger immediately prior to the effective time of the second merger

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will be the officers of the company surviving the second merger. At the effective time of the second merger, the certificate of formation and limited liability company agreement of Merger Sub will become the certificate of formation and limited liability company agreement of the surviving company. From and after the effective time of the first merger until the sixth anniversary thereof, the provisions providing rights to indemnification, exculpation from liabilities for acts or omissions occurring at or prior to the effective time of the first merger and advancement of expenses currently included in SCA's or any of its subsidiaries organizational documents or any existing indemnification agreements may not be amended, repealed or modified in any manner that would adversely affect the rights of such indemnified parties.

After UnitedHealth Group's review of SCA and its corporate structure, management and personnel, UnitedHealth Group will determine what additional changes, if any, are desirable.

Regulatory Approvals

UnitedHealth Group is not aware of any governmental license or regulatory permit that appears to be material to SCA's business that might be adversely affected by the Offeror's acquisition of SCA shares pursuant to the offer or the first merger or, except as described below, or of any approval or other action by any government or governmental administrative or regulatory authority or agency, domestic or foreign, that would be required for the Offeror's acquisition or ownership of SCA shares pursuant to the offer or the first merger. Should any of these approvals or other actions be required, UnitedHealth Group and the Offeror currently contemplate that these approvals or other actions will be sought. There can be no assurance that (a) any of these approvals or other actions, if needed, will be obtained (with or without substantial conditions), (b) if these approvals were not obtained or these other actions were not taken adverse consequences would not result to SCA's business or (c) certain parts of SCA's or UnitedHealth Group's businesses, or those of any of their respective subsidiaries, would not have to be disposed of or held separate.

UnitedHealth Group and SCA agreed to use their respective reasonable best efforts to take all actions necessary to obtain as soon as practicable any consent, waiver, authorization, order or approval, or any exemption by, any third party, including any governmental entity (including furnishing all information and documentary material required under the HSR Act) required to be obtained or made by UnitedHealth Group, the Offeror, Merger Sub, SCA or any of their respective subsidiaries in connection with the offer or the mergers.

It is a condition to completion of the transactions that the waiting period under the HSR Act has expired or been terminated. Accordingly, and in accordance with their obligations under the merger agreement, UnitedHealth Group filed a Notification and Report Form with respect to the offer and the mergers with the Antitrust Division of the U.S. Department of Justice (the Antitrust Division) and the Federal Trade Commission (FTC) on January 13, 2017. SCA also filed a Notification and Report Form with respect to the offer and the mergers with the Antitrust Division and the FTC on January 13, 2017.

Under the HSR Act, the purchase of SCA common stock in the offer may not be completed until the expiration of a thirty (30) calendar day waiting period, which began when UnitedHealth Group filed a Premerger Notification and Report Form under the HSR Act with the FTC and the Antitrust Division on January 13, 2017, unless the FTC and Antitrust Division grant early termination of the waiting period, UnitedHealth Group receives a request for additional information or documentary material prior to that time, or UnitedHealth Group voluntarily elects to withdraw and refile its Notification and Report Form to provide the Antitrust Division and the FTC an additional thirty (30) calendar day waiting period to complete their review. If the thirty (30) calendar day waiting period expires on a federal holiday or weekend, the waiting period is automatically extended until 11:59 p.m. the next business day. The required waiting period under the HSR Act expired at 11:59 p.m., New York City time, on February 13, 2017. Accordingly, the condition to the offer relating to the expiration or termination of the waiting period under the HSR Act has been

satisfied.

At any time before or after consummation of the transactions, notwithstanding the expiration of the waiting period under the HSR Act, the FTC or the Antitrust Division could take such action under the antitrust laws as it deems necessary under the applicable statutes, including seeking to enjoin the completion of the transactions,

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seeking divestiture of substantial assets of the parties or requiring the parties to license, or hold separate, assets or terminate existing relationships and contractual rights. At any time before or after the completion of the transactions, and notwithstanding any termination or expiration of the waiting period under the HSR Act, any state or other governmental entity could take such action under the antitrust laws as it deems necessary. Such action could include seeking to enjoin the completion of the transactions or seeking divestiture of substantial assets of the parties, or requiring the parties to license, or hold separate, assets or terminate existing relationships and contractual rights. Private parties may also seek to take legal action under the antitrust laws under certain circumstances. There can be no assurance that a challenge to the transactions on antitrust grounds will not be made, or if such a challenge is made, what the result will be.

Litigation Related to the Transactions

On February 28, 2017, a putative stockholder class action complaint was filed in the United States District Court for the District of Delaware against SCA, the members of the SCA Board, UnitedHealth Group, Offeror and Merger Sub, captioned *Chaile Steinberg v. Surgical Care Affiliates, Inc. et al.*, Case 1:17-cv-00204. The complaint alleges, among other things, that the Schedule 14D-9 of SCA contains false and misleading statements or omissions of material fact in violation of certain sections of the Exchange Act and the rules promulgated thereunder. The complaint seeks, among other things, injunctive relief preventing the consummation of the transactions, money damages and an award of attorneys' and experts' fees.

On March 1, 2017, another putative stockholder class action complaint was filed in the United States District Court for the District of Delaware against SCA and the members of the SCA Board, captioned *Stephen Bushansky v. Surgical Care Affiliates, Inc. et al.*, Case 1:17-cv-00211. The complaint alleges substantially the same claims as those alleged in the *Steinberg* complaint and also seeks, among other things, injunctive relief preventing the consummation of the transactions, money damages and an award of attorneys' and experts' fees. On March 14, 2017, the plaintiff in this action withdrew his motion for a preliminary injunction.

The defendants believe that the claims asserted in the lawsuits are without merit. Additional lawsuits arising out of or relating to the merger agreement or the proposed transactions may be filed in the future. If additional similar complaints are filed, absent new or different allegations that are material, neither UnitedHealth Group nor SCA will necessarily announce such additional filings.

Interests of Certain Persons in the Transactions

Certain of SCA's executive officers and directors may have financial interests in the transactions that may be different from, or in addition to, the interests of SCA's stockholders generally. The SCA Board was aware of these potentially differing interests and considered them, among other matters, in evaluating and negotiating the merger agreement and in reaching its decision to approve the merger agreement and the transactions contemplated therein.

As part of SCA's regular annual equity grant practices, SCA's executive officers and directors have received their ordinary course grants in the first quarter of 2017, substantially on the same terms and conditions as applied to their awards in 2016, including with respect to additional vesting in the event of a termination related to a change in control. As a result of the fact that the SCA RSUs granted to certain of SCA's directors are expected to vest as a result of the transaction, the value of SCA's directors' grants were reduced in 2017. As of the date of the initial filing of the registration statement on Form S-4 of which this document is a part, these awards had not been granted to SCA's executive officers and directors, and thus these award amounts are not reflected in the disclosure herein.

Table of Contents*Treatment of Equity and Equity-Based Awards*

Certain SCA directors and executive officers hold one or more of the following equity-based awards: SCA options to purchase shares of SCA common stock (SCA stock options), restricted stock units that vest based solely on the holder's continued service with SCA or one of its subsidiaries (SCA RSUs), and restricted shares that are subject to performance-based vesting requirements (SCA PSAs), which equity-based awards will be treated as follows in connection with the transactions.

SCA Stock Options

At the effective time of the first merger, by virtue of the first merger, each outstanding SCA stock option, will, without any further action on the part of any holder thereof, be converted into an option to purchase that number of shares of UnitedHealth Group common stock (rounded down to the nearest whole number) equal to the product of (a) the number of shares of SCA common stock subject to such SCA stock option and (b) \$57.00 divided by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer (the equity conversion ratio) at an exercise price per share (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (1) the exercise price per share for such option immediately prior to the effective time of the first merger, by (2) the equity conversion ratio. UnitedHealth Group will convert SCA stock options into converted UnitedHealth Group options in such a manner as to ensure that the converted UnitedHealth Group options are not subject to Section 409A of the Code as a result of the assumption and conversion. The converted UnitedHealth Group options will have the same vesting schedule, exercisability terms and other terms and conditions as the corresponding SCA stock options, provided that the period following a change in control during which an individual's converted UnitedHealth Group options become fully vested in the event of certain terminations of employment shall be extended from two (2) years to four (4) years, and all references to the Company in SCA's equity incentive plan and award agreements will be references to UnitedHealth Group.

SCA RSUs

At the effective time of the first merger, by virtue of the first merger, the SCA RSUs outstanding immediately prior to the effective time of the first merger will be converted into restricted stock units of UnitedHealth Group common stock (converted RSUs) equal to the product of (A) the number of shares of SCA common stock subject to such SCA RSUs and (b) the equity conversion ratio, rounded down to the nearest whole number. Any converted RSUs so issued will be subject to the same terms and conditions as were applicable under such SCA RSUs, provided that the period following a change in control during which an individual's converted RSUs become fully vested in the event of certain terminations of employment shall be extended from two (2) years to four (4) years, and all references to the Company in SCA's equity incentive plan and award agreements will be references to UnitedHealth Group.

Notwithstanding the above, if an SCA RSU is subject to an agreement with an individual holder in effect as of January 7, 2017 that provides that such SCA RSU shall be settled in connection with a change of control involving SCA (without the required occurrence of termination or any other event), such SCA RSU shall be settled in shares of SCA common stock immediately prior to the occurrence of the effective time of the first merger and the holder shall be treated as a shareholder and will receive the transaction consideration in respect thereof. In addition, as further described under Interests of Certain Persons in the Transactions Treatment of Equity and Equity-Based Awards SCA RSUs, as a result of the transactions described herein, (i) fully vested RSUs held by certain directors of SCA will settle in shares of SCA common stock pursuant to the terms of these awards and (ii) the directors of SCA will cease to be directors of SCA and consequently, any outstanding and unvested SCA RSUs held by them will vest and settle in

shares of SCA common stock.

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Fully vested SCA RSUs held by Messrs. Hayek, Geiser and Sachs, Ms. Skeete Tatum and Dr. Mansukani will settle in shares of SCA common stock as a result of the transactions described herein, pursuant to the terms of such awards, and Messrs. Hayek, Geiser and Sachs, Ms. Skeete Tatum and Dr. Mansukani will receive the transaction consideration with a pre-tax value of \$3,892,644, \$418,950, \$264,366, \$59,223, \$188,898 and \$418,950 respectively in exchange for such shares of SCA common stock at the effective time of the first merger, upon the same terms and conditions as the other stockholders of SCA.

In addition, in connection with the transactions described herein, the directors of SCA will cease to be directors of SCA and as a result, any outstanding and unvested SCA RSUs held by them will become vested and settled. Messrs. Geiser, Goulet, Hessler and Sachs, Ms. Skeete Tatum and Dr. Mansukani will receive the transaction consideration with a pre-tax value of \$180,120, \$113,601, \$180,120, \$183,597, \$180,120 and \$180,120, respectively, in respect of those shares of SCA common stock. Any SCA RSUs to be granted to the directors of SCA in 2017 prior to, and that remain outstanding and unvested at the time of, the consummation of the transactions contemplated herein will also become vested and settled in connection with the transactions described herein, as noted above.

SCA Performance Share Awards

At the effective time of the first merger, by virtue of the first merger, the SCA PSAs outstanding immediately prior to the effective time of the first merger shall be assumed and converted into that number of UnitedHealth Group performance share awards, rounded down to the nearest whole share (converted PSAs) equal to the product of (x) the number of shares of SCA common stock subject to such SCA PSAs, with such number determined as of the closing date of the first merger and (y) the equity conversion ratio. Other than the extension from two (2) years to four (4) years of the period following a change in control during which an individual s converted PSA becomes fully vested in the event of certain terminations of employment, each converted PSA shall continue to be governed by the same terms and conditions as were applicable to the applicable SCA PSA immediately prior to conversion, including the satisfaction of the performance criteria set forth in the SCA PSA, provided that all references to the Company in SCA s equity incentive plan and award agreements will be references to UnitedHealth Group.

SCA RSUs to Be Settled in Exchange for a Payment

The following table sets forth SCA RSU information related to the payments expected to be made to certain directors and executive officers of SCA in exchange for settlement of certain SCA RSUs, as described above. The amounts listed below are estimates based on (i) an assumed closing date of February 15, 2017, (ii) equity award holdings as of such date and (iii) the per share transaction consideration payable for each share underlying each vested SCA RSU (calculated based on an assumed price per share of UnitedHealth Group common stock of \$160.50, based upon a hypothetical closing date of February 15, 2017, reflecting the volume-weighted average of the closing prices for the five business days ending on and including the third business day prior to such hypothetical February 15, 2017 closing date.

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Consideration for SCA Shares Received by Executive Officer or Director in respect of the Settlement of Certain SCA RSUs – Default Stock Consideration (1)

Name of Executive Officer or Director	Number of SCA RSUs to be Settled in SCA Shares	Number of Shares of UnitedHealth Group Common Stock Received for SCA Shares in respect of Settling SCA RSUs	Cash Consideration for SCA Shares in respect of Settling SCA RSUs (\$)(2)	Total Value Received for SCA Shares in respect of Settling SCA RSUs (\$)(3)
Andrew P. Hayek	68,292	19,402	\$ 778,623	\$ 3,892,644
Thomas C. Geiser	10,510	2,986	\$ 119,817	\$ 599,070
Kenneth R. Goulet	1,993	566	\$ 22,758	\$ 113,601
Frederick A. Hessler	7,798	2,215	\$ 88,978.50	\$ 444,486
Sharad Mansukani	10,510	2,986	\$ 119,817	\$ 599,070
Jeffrey K. Rhodes				
Michael A. Sachs	4,260	1,210	\$ 48,615	\$ 242,820
Todd B. Sisitsky				
Lisa Skeete Tatum	6,474	1,839	\$ 73,858.50	\$ 369,018
Joseph T. Clark				
Tom W.F. De Weerd				
Michael A. Rucker				
Richard L. Sharff, Jr.				

- (1) The table sets forth the approximate number of shares of UnitedHealth Group common stock and the value of the pre-tax cash payments, if any, that each director and executive officer of SCA would receive in exchange for his or her SCA shares received in respect of the settlement of certain SCA RSUs, as described above, in the offer if they were to tender such SCA shares, assuming UnitedHealth Group does not elect to decrease the stock consideration pursuant to the merger agreement.
- (2) Includes cash for fractional shares of UnitedHealth Group common stock, calculated based on an assumed UnitedHealth Group trading price of \$160.50 (which is the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the New York Stock Exchange on each of the five full consecutive trading days ending on and including the third business day prior to the hypothetical closing date of February 15, 2017).
- (3) Includes the aggregate value of the UnitedHealth Group common stock to be exchanged for SCA shares received in respect of the settlement of certain SCA RSUs, as described above.

SCA Stock Options, SCA RSUs and SCA PSAs to Be Converted or Assumed in the First Merger

For purposes of this Section, it is assumed that each executive officer's employment with SCA will continue after the first merger and that, accordingly, the executive's equity awards that are outstanding and unvested at the effective time of the first merger will be assumed and converted into UnitedHealth Group equity awards as described above. The following table sets forth SCA stock option, SCA RSU and SCA PSA ownership information with regard to equity awards held by directors and executive officers that are not expected to be settled and paid out at the effective time of

the first merger. The amounts listed below are estimates based on (i) an assumed closing date of February 15, 2017, and (ii) equity award holdings as of such date. However, the actual number of SCA stock options, SCA RSUs or SCA PSAs to be converted into converted UnitedHealth Group options, converted RSUs and converted PSAs, respectively, will depend on the number of outstanding SCA stock options, SCA RSUs and SCA PSAs held by such individuals that remain outstanding on the actual closing date of the first merger. As described above, the outstanding SCA stock options, SCA RSUs and SCA PSAs will be converted at the effective time of the first merger into converted UnitedHealth Group options, converted RSUs and converted PSAs, respectively, based on the formulas described above. The table below

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reflects the SCA shares subject to such awards as of February 15, 2017 as well as the converted UnitedHealth Group awards (with SCA PSAs presented based on the target number of SCA shares subject to the award).

Name of Executive Officer or Director	Number of Shares of UnitedHealth Group Common Stock Subject to UnitedHealth Group Stock Options Received for SCA Stock			Number of Shares of UnitedHealth Group Common Stock Subject to UnitedHealth Group RSUs Received for SCA RSUs and PSAs		
	Number of SCA Shares Subject to Options (#)	Options (#)(1)	Total Value of SCA Stock Options (\$)	Number of SCA Shares Subject to RSUs and PSAs (#)(3)	RSUs and PSAs (#)(1)(2)	Total Value of SCA RSUs and PSAs (\$)
Andrew P. Hayek	572,724	203,397	\$ 20,930,236.53	216,689	76,954	\$ 12,351,273
Thomas C. Geiser	20,661	7,337	\$ 937,559.70	10,510		\$ 599,070
Kenneth R. Goulet				1,993		\$ 113,601
Frederick A. Hessler				7,798		\$ 444,486
Sharad Mansukani	9,921	3,523	\$ 445,452.90	10,510		\$ 599,070
Jeffrey K. Rhodes						
Michael A. Sachs				4,260		\$ 242,820
Todd B. Sisitsky						
Lisa Skeete Tatum				6,474		\$ 369,018
Joseph T. Clark	148,129	52,606	\$ 5,026,183.45	43,303	15,378	\$ 2,468,271
Tom W.F. De Weerd	13,792	4,898	\$ 217,224	30,083	10,683	\$ 1,714,731
Michael A. Rucker	301,107	106,935	\$ 11,490,507.51	53,570	19,024	\$ 3,053,490
Richard L. Sharff, Jr.	99,377	35,292	\$ 3,324,795.79	30,312	10,765	\$ 1,727,784

- (1) These awards are being assumed as a result of the contemplated transaction and will remain outstanding, on their original terms (including with respect to vesting and forfeiture), except that the shares underlying the awards will be shares of UnitedHealth Group common stock, adjusted by the equity conversion ratio, and the double-trigger protection period has been extended from 2 years to 4 years.
- (2) As described above, outstanding SCA RSUs held by the SCA directors will vest and be settled in SCA shares as a result of the transaction, immediately prior to the effective time of the first merger. As a result, these awards will not be assumed, and the directors will receive the transaction consideration in respect of those SCA shares.
- (3) The SCA PSAs are reported based on the target number of performance shares subject to the award. The award will be settled with respect to a range between 0% and 120% of the target number of performance shares granted based on a determination of SCA's attainment of its Adjusted EBITDA-NCI target in 2018 and system-wide operating revenues target (as defined in the award agreement) in 2018.

Treatment of Teammate Stock Purchase Plan

Following the date of the merger agreement, SCA will take all actions necessary to ensure that no offering period under the SCA Teammate Stock Purchase Plan (the "TSPP") will be authorized or commenced on or after the date of the merger agreement, except for the six-month offering period under the TSPP that commenced on January 1, 2017. If the first merger occurs prior to the end of the offering period in effect on the date of the merger agreement, each individual participating in such offering period shall receive notice of the transactions contemplated by the merger agreement and shall have an opportunity to terminate his or her outstanding purchase rights under the TSPP, and such offering period shall end prior to the date of the first merger. Each TSPP participant's accumulated contributions under the TSPP shall be used to purchase shares of SCA common stock in accordance with the TSPP as of the end of the offering period, and any remaining accumulated but unused payroll deductions shall be distributed to the relevant participants without interest as promptly as practicable. SCA will terminate the TSPP and all rights under it prior to the date of the first merger.

Table of Contents***Agreements or Arrangements with Executive Officers and Directors of SCA***

Certain of SCA's executive officers and directors may have financial interests in the transactions that may be different from, or in addition to, the interests of SCA's stockholders generally. The SCA board was aware of these potentially differing interests and considered them, among other matters, in evaluating and negotiating the merger agreement and in reaching its decision to approve the merger agreement and the transactions.

Consideration for Shares Tendered Pursuant to the Offer

If the directors and executive officers of SCA who own shares tender their shares for exchange pursuant to the offer, or if their shares are converted into the right to receive the transaction consideration pursuant to the merger agreement, they will receive the same transaction consideration on the same terms and conditions as the other stockholders of SCA. As of February 15, 2017, the directors and executive officers of SCA and their affiliates beneficially owned in the aggregate 227,556 shares, which for purposes of this subsection excludes shares issuable upon exercise or settlement of outstanding SCA stock options and shares issuable upon settlement of outstanding SCA RSUs and SCA PSAs. For a description of the treatment of SCA stock options, SCA RSUs and SCA PSAs held by the directors and executive officers of SCA, see above under the heading "Treatment of Equity and Equity-Based Awards."

The following table sets forth, as of February 15, 2017, the consideration that each executive officer and director and his or her affiliates would be entitled to receive in respect of outstanding shares beneficially owned by him, her or it (excluding shares underlying SCA stock options, SCA RSUs and SCA PSAs), assuming such individual or his or her affiliate were to tender all of his, her or its outstanding shares pursuant to the offer and those shares were accepted for exchange and exchanged by the Offeror, and/or all such shares were converted into the right to receive the transaction consideration by virtue of the first merger. The information in the table is based on a price per share of UnitedHealth Group common stock of \$160.50, based upon a hypothetical closing date of February 15, 2017, reflecting the volume-weighted average of the closing prices for the five business days ending on and including the third business day prior to such hypothetical February 15, 2017 closing date. The amounts set forth in the table below are as calculated before any taxes that may be due on such amounts have been paid.

Consideration for SCA Shares Received by Executive Officer or Director – Default Stock Consideration (1)

Name of Executive Officer or Director	Number of Shares Owned	Number of Shares Received for Common Stock Received for Shares Owned	Cash Consideration for Shares Owned (\$)(2)	Total Value Received for Shares Owned (\$)(3)
Andrew P. Hayek	67,656	19,221	\$ 771,421.50	\$ 3,856,392
Thomas C. Geiser	69,783	19,826	\$ 795,558	\$ 3,977,631
Kenneth R. Goulet				
Frederick A. Hessler	15,000	4,261	\$ 171,109.50	\$ 855,000
Sharad Mansukani				
Jeffrey K. Rhodes				
Michael A. Sachs				
Todd B. Sisitsky				

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Lisa Skeete Tatum				
Joseph T. Clark	15,880	4,511	\$ 181,144.50	\$ 905,160
Tom W.F. De Weerd	5,772	1,639	\$ 65,944.50	\$ 329,004
Michael A. Rucker	41,265	11,723	\$ 470,563.50	\$ 2,352,105
Richard L. Sharff, Jr.	9,076	2,578	\$ 103,563	\$ 517,332

- (1) The table sets forth the approximate number of shares of UnitedHealth Group common stock and the value of the pre-tax cash payments, if any, that each director and executive officer of SCA would receive in

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- exchange for his or her SCA shares in the offer if they were to tender their SCA shares, assuming UnitedHealth Group does not elect to decrease the applicable stock consideration pursuant to the merger agreement.
- (2) Includes cash for fractional shares of UnitedHealth Group common stock, calculated based on an assumed UnitedHealth Group trading price of \$160.50 (which is the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the New York Stock Exchange on each of the five full consecutive trading days ending on and including the third business day prior to the hypothetical closing date of February 15, 2017).
- (3) Includes the aggregate value of the UnitedHealth Group common stock to be exchanged for SCA shares owned.
- Effect of the Mergers on Employee Benefits*

The merger agreement provides that for a period of twelve (12) months following the effective time of the first merger, and subject to the applicable law of each jurisdiction where employees are located, UnitedHealth Group will provide certain employees of SCA or its subsidiaries (the SCA employees) with (x) a base salary or base wage, bonus and incentive opportunities (excluding any equity based compensation awards, the TSPP, and any retention bonuses or special one-time payments) no less favorable than those provided to such SCA employees immediately prior to the effective time of the first merger, and (y) employee benefits including retirement and welfare benefits (excluding equity based compensation awards and the TSPP) that are, in the aggregate, no less favorable than those provided to the SCA employees immediately prior to the effective time of the first merger or, in UnitedHealth Group's discretion, are substantially comparable to those made available to similarly situated employees of UnitedHealth Group and its subsidiaries.

Following the effective time of the first merger, UnitedHealth Group will, or will cause the surviving company to, cause any employee benefit plans sponsored or maintained by UnitedHealth Group or the surviving company or any of their subsidiaries in which SCA employees are eligible to participate following the closing date to waive any pre-existing condition limitations, actively-at-work requirements and eligibility waiting periods under any welfare plans of UnitedHealth Group or its subsidiaries (subject to certain exceptions in the case of supplemental life insurance) and give SCA employees credit for their years of service with SCA and its subsidiaries before the effective time of the first merger for purposes of determining eligibility to participate, level of benefits, benefit accrual and vesting under any employee benefit plan, policy or arrangement maintained by UnitedHealth Group or any of its subsidiaries following the effective time and in which the employees of SCA participate (except for any employee benefit plans that are frozen or grandfathered, for purposes of qualifying for any subsidized early retirement benefits, for benefit accrual under any defined benefit pension plans, or to the extent necessary to avoid duplication of benefits). In addition, UnitedHealth Group and its subsidiaries will assume and honor in accordance with their terms, including any right to amend or terminate, all existing employment and severance agreements with any officer, director, or employee of SCA and its subsidiaries (excluding agreements with any officers, directors or employees that primarily work at a (i) facility entity or (ii) a provider of health care services). The merger agreement provides that UnitedHealth Group may request that SCA, not less than 10 days prior to the anticipated effective time of the first merger, terminate its 401(k) plan, effective as of the day prior to the effective time of the first merger.

*Other Arrangements with Executive Officers***Employment Agreements**

SCA is a party to employment agreements (the Employment Agreements) with each of its current named executive officers, consisting of:

Andrew Hayek, Chairman, President and Chief Executive Officer of SCA;

Tom De Weerd, Executive Vice President and Chief Financial Officer of SCA;

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Michael Rucker, Executive Vice President and Chief Operating Officer of SCA;

Joseph Clark, Executive Vice President and Chief Development Officer of SCA; and

Richard Sharff, Jr., Executive Vice President, General Counsel and Corporate Secretary of SCA.

Under the Employment Agreements, in the event that SCA terminates the respective executive officer's employment without cause or delivers a notice of non-renewal, or in the event that the executive terminates his or her employment for good reason, in each case within 3 months before or 24 months after a change in control of SCA, the executive would be entitled to receive (i) a lump sum cash payment equal to 1.5 times (two times in the case of Mr. Hayek) the sum of the executive's then-current annual base salary and his target annual bonus, (ii) health insurance benefits for 18 months following the date of termination of employment or until he becomes re-employed with another employer and is eligible to receive health insurance benefits under another employer-provided plan, whichever is earlier, and (iii) a pro rata portion of his annual bonus for the year of termination based on the achievement of applicable performance objectives, payable in a lump sum at the same time as the annual bonuses are otherwise paid. For these purposes, the terms "cause," "good reason" and "change in control" are defined in the Employment Agreements. The transactions will constitute a "change in control" for purposes of these agreements.

In each case, the executive's right to receive severance benefits under the Employment Agreement is subject to the executive's executing a release of claims in favor of SCA and such release becoming effective, and compliance with restrictive covenants. The executives are not entitled to any tax gross-up payments from SCA. Instead, should any benefits payable to the executive in connection with a change in control of SCA be subject to the excise tax imposed under Section 4999 of the Code, the executive will be entitled to either payment of the benefits in full (but no gross-up payment) or a reduction in the benefits to the extent necessary to avoid triggering the excise tax, whichever would result in the executive receiving the greater benefit on an after-tax basis.

On January 6, 2017, Mr. Clark entered into an amendment to his employment agreement with SCA, contingent on, and effective as of, the consummation of the transactions. The amendment provides that the term of the employment agreement will be extended until June 30, 2020. It further provides that Mr. Clark will remain a full-time employee until June 30, 2017, and commencing on July 1, 2017, Mr. Clark will reduce his time commitment to 75% of full-time employment, and each July 1 thereafter reduce his time commitment to 50% and 25% of full-time employment, respectively, with commensurate reductions to his salary. Pursuant to the amendment, (i) Mr. Clark will waive any occurrence of good reason resulting from a change in his duties, responsibilities or positions as a result of the consummation of the transactions, (ii) a relocation of his work location will no longer trigger "good reason", and (iii) no future equity incentive awards will be made to Mr. Clark following the equity incentive award made by SCA in 2017 (which will have a grant value of \$1,000,000).

Executive Officer Arrangements Following the Transactions

As of the date of this document, three of SCA's named executive officers have entered into employment agreements with UnitedHealth Group regarding their continued service with UnitedHealth Group after the effective time of the mergers, which are contingent on, and shall become effective as of, the consummation of the transactions.

Agreement with Mr. Hayek

The agreement with UnitedHealth Group provides that Mr. Hayek will serve as Chief Executive Officer of SCA. He will receive an annual base salary of \$820,000, will be eligible for an annual target bonus of 120% of annual base

salary and will be awarded an initial equity award with a value of \$4,500,000. In addition, management will recommend an equity award for the 2018 plan year in the amount of \$4,500,000. In the event Mr. Hayek's employment is terminated by UnitedHealth Group without cause (as defined in the employment agreement) or by Mr. Hayek for good reason (as defined in the employment agreement), in addition to receiving

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any accrued benefits, he will be entitled to: (i) two times his annualized base salary in effect as of the effective date of termination, (ii) any bonus or incentive compensation paid for the two most recent calendar years (excluding equity-related awards, payments under any long-term or similar benefit plan or any other special or one-time bonus or incentive compensation payments), or, if termination occurs within two years of the effective date of the agreement, two times his target bonus, (iii) a \$12,000 lump sum payment, to offset costs of COBRA, to be paid within 60 days following termination, (iv) accrued but unused vacation, payable in a lump sum, (v) outplacement services through a firm selected by, and in an amount determined by, UnitedHealth Group, and (vi) if the termination occurs within two years of the effective date of the agreement, a pro rata bonus for the year of termination based on the amount paid or payable to him for the most recent calendar year (or if termination occurs within one year of the effective date of the agreement, his target bonus). The employment agreement also contains confidentiality and non-disparagement provisions, and non-competition and non-solicitation covenants that survive for two years following Mr. Hayek's termination.

Agreement with Mr. Rucker

The agreement with UnitedHealth Group provides that Mr. Rucker will serve as Executive Vice President and Chief Operating Officer of SCA. He will receive an annual base salary of \$476,625, will be eligible for an annual target bonus of 77.5% of annual base salary and will be awarded an initial equity award with a value of \$1,250,000. In addition, management will recommend an equity award for the 2018 plan year in the amount of \$1,250,000. If Mr. Rucker's employment is terminated by UnitedHealth Group without cause (as defined in the employment agreement) or by Mr. Rucker for good reason (as defined in the employment agreement), in addition to receiving any accrued benefits, he will be entitled to: (i) an amount equal to 18 months of annualized base salary, (ii) pro rata bonus for the year of termination based on the amount paid or payable to him for the most recent calendar year, (iii) a \$12,000 lump sum payment, to offset costs of COBRA, to be paid within 60 days following termination, (iv) accrued but unused vacation, payable in a lump sum, (v) outplacement services through a firm selected by, and in an amount determined by, UnitedHealth Group, and (vi) if the termination occurs within two years of the effective date of the agreement, an amount equal to 1.5 times his target bonus. The employment agreement also contains confidentiality and non-disparagement provisions, and non-competition and non-solicitation covenants that survive for 18 months following Mr. Rucker's termination.

Agreement with Mr. Sharff

The agreement with UnitedHealth Group provides that Mr. Sharff will serve as Executive Vice President, Corporate Secretary and General Counsel of SCA. He will receive an annual base salary of \$435,625, will be eligible for an annual target bonus of 65% of annual base salary and will be awarded an initial equity award with a value of \$700,000. In addition, management will recommend an equity award for the 2018 plan year in the amount of \$700,000. If Mr. Sharff's employment is terminated by UnitedHealth Group without cause (as defined in the employment agreement) or by Mr. Sharff for good reason (as defined in the employment agreement), in addition to receiving any accrued benefits, he will be entitled to: (i) an amount equal to 18 months of annualized base salary, (ii) pro rata bonus for the year of termination based on the amount paid or payable to him for the most recent calendar year, (iii) a \$12,000 lump sum payment, to offset costs of COBRA, to be paid within 60 days following termination, (iv) accrued but unused vacation, payable in a lump sum, (v) outplacement services through a firm selected by, and in an amount determined by, UnitedHealth Group, and (vi) if the termination occurs within two years of the effective date of the agreement, an amount equal to 1.5 times his target bonus. The employment agreement also contains confidentiality and non-disparagement provisions, and non-competition and non-solicitation covenants that survive for 18 months following Mr. Sharff's termination.

In addition to the foregoing provisions, each of the employment agreements with UnitedHealth Group provide that the executives will be eligible to participate in UnitedHealth Group s, or SCA s, welfare, retirement, and stock incentive plans. Each of the agreements conditions the receipt of any severance benefits on the executive s timely entering into and not revoking UnitedHealth Group s standard separation agreement and release of claims.

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Certain Relationships With SCA

Neither UnitedHealth Group nor the Offeror has effected any transaction in securities of SCA in the past 60 days. To the best of UnitedHealth Group's and the Offeror's knowledge, after reasonable inquiry, none of the persons listed on Annex D hereto, nor any of their respective associates or majority-owned subsidiaries, beneficially owns or has the right to acquire any securities of SCA or has effected any transaction in securities of SCA during the past 60 days.

Source and Amount of Funds

UnitedHealth Group anticipates that the funds needed to complete the offer and the first merger will be derived from available cash on hand. UnitedHealth Group's obligation to consummate the offer and the first merger is not conditioned upon any financing arrangements or contingencies. UnitedHealth Group estimates that it will need approximately \$484.5 million in cash in the case of the default cash consideration and up to \$1,187.0 million in cash in the case of an election to increase the applicable cash consideration to the maximum amount allowed under the merger agreement in order to consummate the offer and the first merger.

UnitedHealth Group intends to repay the amounts, if any, outstanding under SCA's existing credit facility, and pay related fees and expenses associated therewith with cash on hand. Letters of credit under SCA's existing credit facility will be assigned to UnitedHealth Group.

Fees and Expenses

UnitedHealth Group has retained D. F. King & Co., Inc. as information agent in connection with the offer and the first merger. The information agent may contact holders of shares by mail, email, telephone, facsimile or personal interview and may request brokers, dealers, commercial banks and trust companies and other nominees to forward material relating to the offer and the first merger to beneficial owners of shares. UnitedHealth Group will pay the information agent reasonable and customary compensation for its services in connection with the offer, will reimburse the information agent for its reasonable out-of-pocket expenses and will indemnify the information agent against certain liabilities and expenses, including certain liabilities under the U.S. federal securities laws.

In addition, UnitedHealth Group has retained Wells Fargo Bank, N.A. as exchange agent in connection with the offer and the first merger. UnitedHealth Group will pay the exchange agent reasonable and customary compensation for its services in connection with the offer, will reimburse the exchange agent for its reasonable out-of-pocket expenses and will indemnify the exchange agent against certain liabilities and expenses, including certain liabilities under the U.S. federal securities laws.

UnitedHealth Group will reimburse brokers, dealers, commercial banks and trust companies and other nominees, upon request, for customary clerical and mailing expenses incurred by them in forwarding materials related to the offer and the first merger to their customers. Except as set forth above, neither UnitedHealth Group nor the Offeror will pay any fees or commissions to any broker, dealer or other person for soliciting tenders of shares pursuant to the offer.

Accounting Treatment

In accordance with GAAP, UnitedHealth Group will account for the acquisition of shares in the offer and the first merger under the acquisition method of accounting for business combinations.

Stock Exchange Listing

Shares of UnitedHealth Group common stock are listed on the NYSE under the symbol UNH. UnitedHealth Group intends to submit a supplemental listing application to list on the NYSE the shares of

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UnitedHealth Group common stock that UnitedHealth Group will issue in the offer and the first merger as part of the transaction consideration. Approval of such listing is a condition to completion of the offer and the first merger.

Resale of UnitedHealth Group Common Stock

All UnitedHealth Group common stock received by SCA stockholders as consideration in the offer and the first merger will be freely tradable for purposes of the Securities Act, except for UnitedHealth Group common stock received by any person who is deemed an affiliate of UnitedHealth Group at the time of the closing of the first merger. UnitedHealth Group common stock held by an affiliate of UnitedHealth Group may be resold or otherwise transferred without registration in compliance with the volume limitations, manner of sale requirements, notice requirements and other requirements under Rule 144 or as otherwise permitted under the Securities Act. This document does not cover resales of UnitedHealth Group common stock received upon completion of the offer or the first merger by any person, and no person is authorized to make any use of this document in connection with any resale.

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EXCHANGE OFFER PROCEDURES

Distribution of Offering Materials

This document, the related letter of transmittal and other relevant materials is being delivered to record holders of shares of SCA common stock and to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on SCA's stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, so that they can in turn send these materials to beneficial owners of shares of SCA common stock.

Expiration of the Offer

The offer is scheduled to expire at 12:01 a.m., New York City time, on Friday, March 24, 2017, which is the expiration date, unless terminated or extended. Expiration date means Friday, March 24, 2017 unless and until the Offeror has extended or re-extended the period during which the offer is open, subject to the terms and conditions of the merger agreement, in which event the term expiration date means the subsequent time and date at which the offer, as so extended or re-extended by the Offeror, will expire.

Extension, Termination and Amendment of Offer

Subject to the provisions of the merger agreement, and unless the offer or the merger agreement is terminated in accordance with its terms, (1) the Offeror must (and UnitedHealth Group must cause the Offeror to) extend the expiration date for any period required by the U.S. federal securities laws and rules and regulations of the SEC and its staff or of Nasdaq applicable to the offer (but in no event will the Offeror be required to extend the offer past July 7, 2017 (the end date)), and (2) if the offer conditions are not satisfied at any scheduled expiration date, the Offeror may (and must, if requested by SCA) extend the offer and the expiration date to a date that is not more than 10 business days after the previously scheduled expiration date. If, as of any expiration date, the HSR clearance condition or the minimum tender condition have not been satisfied, and if the Offeror elects to, or if SCA requests that the Offeror extend the offer and the expiration date, the Offeror will extend the offer and the then-scheduled expiration date to a date that is not more than 20 business days after the then-scheduled expiration date (but which may in no event be later than the end date). However, in no event will the Offeror be required to (and the Offeror will not, if requested by SCA) extend the offer and the expiration date to a date that is after the later of (i) 30 calendar days following the satisfaction of each of the conditions related to HSR clearance, effectiveness of the registration statement on Form S-4 of which this document is a part, the approval for listing of the UnitedHealth Group shares to be issued in the offer and the first merger on the NYSE and required health care regulatory consents, and (ii) May 7, 2017.

If the merger agreement is terminated, the Offeror will promptly terminate the offer.

If the Offeror does not accept any tendered SCA shares for exchange pursuant to the terms and conditions of the offer for any reason, including as a result of termination of the offer, the Offeror will cause to be returned such unexchanged shares without expense to the tendering stockholder or, in the case of shares tendered by book-entry transfer into the exchange agent's account at The Depository Trust Company (DTC), the shares to be returned will be credited to an account maintained with DTC following any such termination of the offer.

Other than as described above, the Offeror may not extend, terminate or withdraw the offer without the prior written consent of SCA. Any decision to extend, terminate or withdraw the offer will be made public by a press release or otherwise by a public announcement.

The Offeror expressly reserves the right to waive any offer condition or modify the terms of the offer, including increasing the transaction consideration payable in the offer. However, without the prior written consent of SCA, the Offeror may not (and UnitedHealth Group will not permit the Offeror to): (1) reduce the number of shares of SCA common stock subject to the offer, (2) reduce the transaction consideration to be paid

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in the offer, (3) change the form of consideration payable in the offer, other than the election of UnitedHealth Group to increase the applicable cash consideration and proportionally decrease the applicable stock consideration in accordance with the terms of the merger agreement, (4) waive, amend or modify the minimum tender condition or the conditions relating to HSR clearance, the effectiveness of the registration statement on Form S-4 of which this document is a part, the approval for listing of the UnitedHealth Group shares to be issued in the offer and the first merger on the NYSE, there being no legal prohibitions against the offer or the mergers, and the receipt of tax opinions (provided that UnitedHealth Group will (and will cause the Offeror to) waive the tax opinions conditions upon SCA's written request), (5) add any condition to the offer other than those described in The Merger Agreement Conditions to the Offer, (6) amend, modify or supplement any offer condition or, except as otherwise expressly permitted by the merger agreement, any other term of the offer, in each case, in any manner adverse to the holders of SCA common stock, (7) except as otherwise expressly required or permitted under the merger agreement, terminate or extend the offer, or (8) provide any subsequent offering period in accordance with Rule 14d-11 of the Exchange Act.

In the case of any extension, delay, termination, waiver or amendment of the offer, the Offeror will promptly make a public announcement thereof, which, in the case of an extension, will be issued no later than 9:00 a.m., New York City time, on the next business day following the previously scheduled expiration date. Subject to applicable law (including Rules 14d-4(c) and 14d-6(d) under the Exchange Act, which require that any material change in the information published, sent or given to stockholders in connection with the offer be promptly disseminated to stockholders in a manner reasonably designed to inform them of such change) and without limiting the manner in which the Offeror may choose to make any public announcement, the Offeror assumes no obligation to publish, advertise or otherwise communicate any such public announcement of this type other than by issuing a press release or making a public announcement.

If the Offeror materially changes the terms of the offer, including following an election by UnitedHealth Group to increase the applicable cash consideration and proportionally decrease the applicable stock consideration, or the information concerning the offer, or if the Offeror waives a material condition of the offer, the Offeror will extend the offer to the extent legally required under the Exchange Act.

For purposes of the offer, a business day is calculated in accordance with Rule 14d-1(g)(3) promulgated under the Exchange Act.

The parties do not anticipate making any subsequent offering period available after the offer.

Exchange of Shares

UnitedHealth Group has retained Wells Fargo Bank, N.A. as the depositary and exchange agent (the exchange agent) to handle the exchange of shares for the transaction consideration in both the offer and the first merger.

Upon the terms and subject to the satisfaction or waiver of the conditions of the offer (including, if the offer is extended or amended, the terms and conditions of any such extension or amendment), the Offeror will accept for exchange promptly after the expiration date, and will thereafter promptly exchange the transaction consideration for, shares of SCA common stock validly tendered in the offer and not properly withdrawn. In all cases, a SCA stockholder will receive consideration for tendered SCA shares only after timely receipt by the exchange agent of a confirmation of a book-entry transfer of those shares, a properly completed and duly executed letter of transmittal or an agent's message in connection with a book-entry transfer (as described below), as applicable, and any other documents as may customarily be required by the exchange agent.

For purposes of the offer, the Offeror will be deemed to have accepted for exchange shares validly tendered and not properly withdrawn if and when it notifies the exchange agent of its acceptance of those shares pursuant to the offer. The exchange agent will deliver to the applicable SCA stockholders any cash and shares of UnitedHealth Group common stock issuable in exchange for shares validly tendered and accepted pursuant to the

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offer promptly after receipt of such notice informing it of the Offeror's acceptance. The exchange agent will act as the agent for tendering SCA stockholders for the purpose of receiving cash and UnitedHealth Group shares from the Offeror and transmitting such cash and stock to the tendering SCA stockholders. SCA stockholders will not receive any interest on any cash that the Offeror pays in the offer, even if there is a delay in making the exchange.

Without the prior written consent of SCA, the Offeror shall not accept for payment or pay for any SCA shares if, as a result, the Offeror would acquire less than the number of shares required to satisfy the minimum tender condition to the offer.

If the Offeror does not accept any tendered SCA shares for exchange pursuant to the terms and conditions of the offer for any reason, the Offeror will cause to be returned such unexchanged shares without expense to the tendering stockholder or, in the case of shares tendered by book-entry transfer into the exchange agent's account at DTC, the shares to be returned will be credited to an account maintained with DTC following expiration or termination of the offer.

Withdrawal Rights

SCA stockholders may withdraw tendered shares of SCA common stock at any time until the expiration time on the expiration date (as the same may be extended) or if the Offeror fails to promptly accept and pay for such tendered shares.

For the withdrawal of shares to be effective, the exchange agent must receive a written notice of withdrawal from the SCA stockholder at one of the addresses set forth elsewhere in this document, prior to the expiration time on the expiration date. The notice must include the SCA stockholder's name, address, social security number, the number of shares to be withdrawn and the name of the registered holder, if it is different from that of the person who tendered those shares, and any other information required pursuant to the offer or the procedures of DTC, if applicable.

A financial institution must guarantee all signatures on the notice of withdrawal, unless the shares to be withdrawn were tendered for the account of an eligible institution. Most banks, savings and loan associations and brokerage houses are able to provide signature guarantees. An eligible institution is a financial institution that is a participant in the Securities Transfer Agents Medallion Program.

If shares have been tendered pursuant to the procedures for book-entry transfer, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn shares and must otherwise comply with DTC's procedures.

The Offeror will decide all questions as to the form and validity (including time of receipt) of any notice of withdrawal in its sole discretion, and its decision will be final and binding, provided that applicable securityholders may challenge any such determination in a court of competent jurisdiction. None of the Offeror, UnitedHealth Group, SCA, the exchange agent, the information agent or any other person is under any duty to give notification of any defects or irregularities in any tender or notice of withdrawal or will incur any liability for failure to give any such notification. Any shares properly withdrawn will be deemed not to have been validly tendered for purposes of the offer. However, a SCA stockholder may re-tender withdrawn shares by following the applicable procedures discussed under the section "Procedures for Tendering" at any time prior to the expiration date.

Procedures for Tendering

To validly tender shares of SCA common stock held of record, SCA stockholders must:

if such shares are held in book entry form directly with SCA via the direct registration system, deliver a properly completed and duly executed letter of transmittal, along with any required signature

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guarantees and any other required documents, if applicable, for tendered SCA shares to the exchange agent for the offer, at its address set forth elsewhere in this document, all of which must be received by the exchange agent prior to the expiration date; or

if such shares are in electronic book-entry form, deliver an agent's message in connection with a book-entry transfer, and any other required documents, to the exchange agent at its address set forth elsewhere in this document and follow the other procedures for book-entry tender set forth herein, all of which must be received by the exchange agent prior to the expiration date.

If shares of SCA common stock are held in street name (i.e., through a broker, dealer, commercial bank, trust company or other nominee), those shares may be tendered by the nominee holding such shares by book-entry transfer through DTC. To validly tender such shares held in street name, SCA stockholders should instruct such nominee to do so prior to the expiration date.

The term "agent's message" means a message transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the DTC participant tendering the shares that are the subject of such book-entry confirmation, that such participant has received and agrees to be bound by the terms of the letter of transmittal and that the Offeror may enforce that agreement against such participant.

The exchange agent has established an account with respect to the shares at DTC in connection with the offer, and any financial institution that is a participant in DTC may make book-entry delivery of shares by causing DTC to transfer such shares prior to the expiration date into the exchange agent's account in accordance with DTC's procedure for such transfer. However, although delivery of shares may be effected through book-entry transfer at DTC, the letter of transmittal with any required signature guarantees, or an agent's message in lieu thereof, along with any other required documents, must, in any case, be received by the exchange agent at one of its addresses set forth elsewhere in this document prior to the expiration date. **The Offeror cannot assure SCA stockholders that book-entry delivery of shares will be available. The Offeror is not providing for guaranteed delivery procedures and therefore SCA stockholders must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC prior to the expiration date.** Tendered shares received by the exchange agent after the expiration date will be disregarded and of no effect.

Signatures on all letters of transmittal must be guaranteed by an eligible institution, except in cases in which shares are tendered either by a registered holder of shares who has not completed the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" on the letter of transmittal or for the account of an eligible institution.

The method of delivery of SCA shares and all other required documents, including delivery through DTC, is at the option and risk of the tendering SCA stockholder, and delivery will be deemed made only when actually received by the exchange agent. If delivery is by mail, the Offeror recommends registered mail with return receipt requested and properly insured. In all cases, SCA stockholders should allow sufficient time to ensure timely delivery.

To prevent U.S. federal backup withholding, each SCA stockholder that is a "United States person" (within the meaning of the U.S. Internal Revenue Code, as amended (the "Code")) must provide the exchange agent with its correct taxpayer identification number and certify that it is not subject to backup withholding by completing the Internal Revenue Service ("IRS") Form W-9 included with the letter of transmittal. Certain stockholders (including, among others, certain foreign persons) are not subject to these backup withholding requirements. In order for a foreign person to qualify as an exempt recipient for purposes of U.S. backup withholding, the stockholder must submit an IRS Form W-8BEN, or

other applicable IRS Form W-8, signed under penalties of perjury, attesting to such person's exempt status. In addition, foreign persons may be subject to U.S. federal withholding tax with respect to cash received pursuant to the offer. For more information, see **Tax Withholding** in the instructions to the accompanying letter of transmittal.

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The tender of shares pursuant to any of the procedures described above will constitute a binding agreement between the Offeror and the tendering SCA stockholder upon the terms and subject to the satisfaction or waiver of the conditions of the offer (including, if the offer is extended or amended, the terms and conditions of any such extension or amendment).

No Guaranteed Delivery

The Offeror is not providing for guaranteed delivery procedures, and therefore SCA stockholders must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC prior to the expiration date. SCA stockholders must tender their SCA shares in accordance with the procedures set forth in this document. In all cases, the Offeror will exchange shares tendered and accepted for exchange pursuant to the offer only after timely receipt by the exchange agent of shares (or timely confirmation of a book-entry transfer of such shares into the exchange agent's account at DTC as described elsewhere in this document), a properly completed and duly executed letter of transmittal (or an agent's message in connection with a book-entry transfer) and any other required documents.

Grant of Proxy

By executing a letter of transmittal or an agent's message in lieu thereof, an SCA stockholder will irrevocably appoint the Offeror's designees as such SCA stockholder's attorneys-in-fact and proxies, each with full power of substitution, to the full extent of such stockholder's rights with respect to its shares tendered and accepted for exchange by the Offeror and with respect to any and all other shares and other securities issued or issuable in respect of those shares on or after the expiration date. That appointment is effective, and voting rights will be effected, when and only to the extent that the Offeror accepts tendered SCA shares for exchange pursuant to the offer and deposits with the exchange agent the transaction consideration for such shares. All such proxies will be considered coupled with an interest in the tendered shares and therefore will not be revocable. Upon the effectiveness of such appointment, all prior proxies that the SCA stockholder has given will be revoked, and such stockholder may not give any subsequent proxies (and, if given, they will not be deemed effective). The Offeror's designees will, with respect to the shares for which the appointment is effective, be empowered, among other things, to exercise all of such stockholder's voting and other rights as they, in their sole discretion, deem proper at any annual, special or adjourned meeting of SCA's stockholders or otherwise.

The Offeror reserves the right, prior to the expiration of the offer, to require that, in order for shares to be deemed validly tendered, immediately upon the exchange of such shares, the Offeror must be able to exercise full voting rights with respect to such shares. However, prior to acceptance for exchange by the Offeror in accordance with terms of the offer, the appointment will not be effective, and the Offeror will have no voting rights as a result of the tender of shares until such acceptance.

Fees and Commissions

Tendering registered SCA stockholders who tender shares directly to the exchange agent will not be obligated to pay any charges or expenses of the exchange agent or any brokerage commissions. Tendering SCA stockholders who hold SCA shares through a broker, dealer, commercial bank, trust company or other nominee should consult that institution as to whether or not such institution will charge the stockholder any service fees in connection with tendering shares pursuant to the offer. Except as set forth in the instructions to the letter of transmittal, transfer taxes on the exchange of shares pursuant to the offer will be paid by the Offeror.

Matters Concerning Validity and Eligibility

The Offeror will determine questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange of any tender of shares, in its sole discretion, and its determination will be final and binding, provided that applicable securityholders may challenge any such determination in a court of competent

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jurisdiction. The Offeror reserves the absolute right to reject any and all tenders of shares that it determines are not in the proper form or the acceptance of or exchange for which may be unlawful. The Offeror also reserves the absolute right, subject to applicable laws, to waive any defect or irregularity in the tender of any shares. No tender of shares will be deemed to have been validly made until all defects and irregularities in tenders of such shares have been cured or waived. None of the Offeror, UnitedHealth Group, SCA, the exchange agent, the information agent or any other person will be under any duty to give notification of any defects or irregularities in the tender of any shares or will incur any liability for failure to give any such notification. Subject to any rights of SCA under the merger agreement, the Offeror's interpretation of the terms and conditions of the offer (including the letter of transmittal and instructions thereto) will be final and binding, provided that applicable securityholders may challenge any such determination in a court of competent jurisdiction.

SCA stockholders who have any questions about the procedure for tendering shares in the offer should contact the information agent, D. F. King, toll-free at (800) 431-9645 or at the address set forth elsewhere in this document.

Announcement of Results of the Offer

UnitedHealth Group will announce the final results of the offer, including whether all of the conditions to the offer have been satisfied or, to the extent permitted, waived and whether the Offeror will accept the tendered shares of SCA common stock for exchange, as promptly as practicable following the expiration date. The announcement will be made by a press release in accordance with applicable securities laws and stock exchange requirements.

No Stockholder Approval

If the offer is consummated, UnitedHealth Group is not required to and will not seek the approval of SCA's remaining public stockholders before effecting the first merger. Section 251(h) of the DGCL provides that following the consummation of a successful tender offer for the outstanding shares of voting stock of a corporation whose shares are listed on a national securities exchange, and subject to certain statutory provisions, if the acquiring corporation owns at least the amount of shares of each class or series of stock of the target corporation that would otherwise be required to adopt a merger agreement providing for the merger of the target corporation, and as soon as practicable thereafter each outstanding share of each class or series of stock of the target corporation subject to, but not tendered in, the tender offer is subsequently converted by virtue of such a merger into, or into the right to receive, the same amount and kind of consideration for their stock in the merger as was payable in the tender offer, the acquiring corporation can effect such a merger without the vote of the stockholders of the target corporation. If the offer is completed, it will mean that the minimum tender condition has been satisfied, and if the minimum tender condition has been satisfied, it will mean that the first merger may be consummated pursuant to Section 251(h) of the DGCL. Accordingly, if the offer is completed, UnitedHealth Group intends to effect the closing of the first merger without a vote of the SCA stockholders in accordance with Section 251(h) of the DGCL.

Non-Applicability of Rules Regarding Going Private Transactions

The SEC has adopted Rule 13e-3 under the Exchange Act, which is applicable to certain going private transactions, and which may under certain circumstances be applicable to the first merger or another business combination following the purchase of shares pursuant to the offer in which the Offeror seeks to acquire the remaining shares not held by it. The Offeror believes that Rule 13e-3 will not be applicable to the first merger because it is anticipated that the first merger will be effected within one year following the consummation of the offer and, in the first merger, SCA stockholders will receive the same consideration as that paid in the offer. It is anticipated that, because the first merger may be effected pursuant to Section 251(h) of the DGCL if the offer is consummated, the first merger will be consummated on the same day that the offer is consummated.

Table of Contents***Effect of the Offer on the Market for SCA Common Stock***

The purchase of shares of SCA common stock by the Offeror pursuant to the offer will reduce the number of holders of shares of SCA common stock, and the number of shares of SCA common stock that might otherwise trade publicly and could adversely affect the liquidity and market value of the remaining shares held by the public. The extent of the public market for shares of SCA common stock after consummation of the offer and the availability of quotations for such shares will depend upon a number of factors, including the number of SCA stockholders, the aggregate market value of the shares of SCA common stock held by the public at such time, the interest in maintaining a market in the shares of SCA common stock, analyst coverage of SCA on the part of any securities firms and other factors. It is anticipated that, because the first merger may be effected pursuant to Section 251(h) of the DGCL if the offer is consummated, the first merger will be consummated on the same day that the offer is consummated. As a result of the first merger, shares of SCA common stock will no longer qualify for inclusion on Nasdaq and will be withdrawn from listing.

Nasdaq Listing

The shares of SCA common stock are currently listed on Nasdaq. However, the rules of Nasdaq establish certain criteria that, if not met, could lead to the discontinuance of listing of the shares of SCA common stock from Nasdaq. Among such criteria are the number of stockholders, the number of shares publicly held and the aggregate market value of the shares publicly held. If, as a result of the purchase of shares of SCA common stock pursuant to the offer or otherwise, shares of SCA common stock no longer meet the requirements of Nasdaq for continued listing and the listing of shares of SCA common stock is discontinued, the market for such shares would be adversely affected.

Following the consummation of the offer, if the first merger is for some reason not consummated, it is possible that shares of SCA common stock would be traded on other securities exchanges (with trades published by such exchanges), the OTC Bulletin Board or in a local or regional over-the-counter market. The extent of the public market for such shares would, however, depend upon the number of SCA stockholders and the aggregate market value of shares of SCA common stock remaining at such time, the interest in maintaining a market in such shares on the part of securities firms, the possible termination of registration of shares of SCA common stock under the Exchange Act and other factors. As a result of the first merger, shares of SCA common stock will no longer qualify for inclusion on Nasdaq and will be withdrawn from listing.

Registration Under the Exchange Act

The shares of SCA common stock are currently registered under the Exchange Act. Such registration may be terminated upon application by SCA to the SEC if SCA shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of SCA shares under the Exchange Act would substantially reduce the information required to be furnished by SCA to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to SCA, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with meetings of stockholders and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to going private transactions. Furthermore, the ability of affiliates of SCA and persons holding restricted securities of SCA to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act may be impaired. If registration of shares of SCA common stock under the Exchange Act were terminated, such shares would no longer be margin securities or be eligible for quotation on Nasdaq. After consummation of the offer and the first merger, UnitedHealth Group and SCA have agreed to cooperate to cause SCA to terminate the registration of SCA shares under the Exchange Act as soon as the requirements for termination of registration are met.

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Margin Regulations

The shares of SCA common stock are currently margin securities under the Regulations of the Board of Governors of the Federal Reserve System (the Federal Reserve Board), which designation has the effect, among other effects, of allowing brokers to extend credit on the collateral of such shares of SCA common stock. Depending upon factors similar to those described above regarding the market for SCA shares and stock quotations, it is possible that, following the offer, shares of SCA common stock would no longer constitute margin securities for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers. As a result of the first merger, shares of SCA common stock will no longer constitute margin securities.

Exchange Agent Contact Information

The contact information for the exchange agent for the offer and the first merger is:

Wells Fargo Bank, N.A.

By first class mail:
Wells Fargo Bank, N.A.

Shareowner Services

Voluntary Corporate Actions

P.O. Box 64858

St. Paul, MN 55164-0858

By registered mail or overnight courier:
Wells Fargo Bank, N.A.

Shareowner Services

Voluntary Corporate Actions

1110 Centre Pointe Curve, Suite 101

Mendota Heights, MN 55120

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MERGER AGREEMENT

This section describes certain material terms of the merger agreement. The description in this section and elsewhere in this document is qualified in its entirety by reference to the complete text of the merger agreement, a copy of which is attached as Annex A and is incorporated by reference into this document. This summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you in determining whether to tender your SCA shares in the offer. We encourage you to read the merger agreement carefully and in its entirety. The legal rights and obligations of the parties are governed by the specific language of the merger agreement and not this summary.

Explanatory Note Regarding the Merger Agreement and the Summary of the Merger Agreement; Representations, Warranties and Covenants in the Merger Agreement Are Not Intended to Function or Be Relied on as Public Disclosures

The merger agreement and the summary of terms included in this document have been prepared to provide you with information regarding its terms and are not intended to provide any factual information about SCA, UnitedHealth Group, the Offeror, Merger Sub or any of their respective subsidiaries or affiliates. Such information can be found elsewhere in this document or in the public filings that UnitedHealth Group or SCA makes with the SEC, as described in the section entitled *Where to Obtain Additional Information* . The representations, warranties and covenants contained in the merger agreement have been made solely for the purposes of the merger agreement as of specific dates and solely for the benefit of parties to, or to third parties as specified in, the merger agreement and:

are not intended as statements of fact, but rather as a way of allocating the risk between the parties in the event the statements therein prove to be inaccurate;

have been modified or qualified by certain confidential disclosures that were made between the parties in connection with the negotiation of the merger agreement, which disclosures are not reflected in the merger agreement itself;

may no longer be true as of a given date;

may be subject to a contractual standard of materiality in a way that is different from those generally applicable to you or other SCA stockholders and reports and documents filed with the SEC; and

may be subject in some cases to other exceptions and qualifications (including exceptions that do not result in, and would not reasonably be expected to have, a material adverse effect) .

Accordingly, you should not rely on the representations, warranties or covenants or any descriptions thereof as characterizations of the actual state of facts or condition of SCA, UnitedHealth Group, the Offeror, Merger Sub or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date as of which the representations and warranties were made in the merger agreement, which subsequent information may or may not be fully reflected in the public disclosures of SCA or UnitedHealth Group. Accordingly, the representations and warranties and other provisions of the merger

agreement or any description of such provisions should not be read alone, but instead should be read together with the information provided elsewhere in this document and in the documents incorporated by reference into this document. See [Where to Obtain Additional Information](#) .

The Offer

The Offeror is offering to exchange the transaction consideration for each outstanding share of SCA common stock that is validly tendered in the offer and not properly withdrawn.

The Offeror's obligation to accept for exchange and to exchange shares of SCA common stock validly tendered in the offer and not properly withdrawn is subject only to the satisfaction or waiver of certain

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conditions, including there having been validly tendered and not properly withdrawn in accordance with the terms of the offer a number of shares of SCA common stock that, together with any shares of SCA common stock then owned by UnitedHealth Group, the Offeror or UnitedHealth Group's other subsidiaries, represents at least a majority of all then-outstanding shares of SCA common stock. This condition is referred to as the minimum tender condition. See Conditions to the Offer beginning on page 93 for a description of the other offer conditions.

The offer is scheduled to expire at 12:01 a.m., New York City time, on the expiration date, unless extended or the merger agreement is earlier terminated. The expiration date initially meant the twenty-first (21st) business day following (and including) the date that the offer is commenced (i.e. Tuesday, March 21, 2017), unless the Offeror has extended the period during which the offer is open, subject to the terms and conditions of the merger agreement or as required by applicable laws or the interpretations of the SEC, in which event the term expiration date means the subsequent time and date that the offer, as so extended, may expire. On March 17, 2017, UnitedHealth Group announced the extension of the expiration of the Offer to 12:01 a.m., New York City time, on Friday, March 24, 2017, unless further extended.

Subject to the provisions of the merger agreement, and unless the offer or the merger agreement is terminated in accordance with its terms, (1) the Offeror must (and UnitedHealth Group must cause the Offeror to) extend the expiration date for any period required by the U.S. federal securities laws and rules and regulations of the SEC and its staff or of Nasdaq applicable to the offer (but in no event will the Offeror be required to extend the offer past July 7, 2017 (the end date)), and (2) if the offer conditions are not satisfied at any scheduled expiration date, the Offeror may (and must, if requested by SCA) extend the offer and the expiration date to a date that is not more than 10 business days after the previously scheduled expiration date. If, as of any expiration date, the HSR clearance condition or the minimum tender condition have not been satisfied, and if the Offeror elects to, or if SCA requests that the Offeror extend the offer and the expiration date, the Offeror will extend the offer and the then-scheduled expiration date to a date that is not more than 20 business days after the then-scheduled expiration date (but which may in no event be later than the end date). However, in no event will the Offeror be required to (and the Offeror will not, if requested by SCA) extend the offer and the expiration date to a date that is after the later of (i) 30 calendar days following the satisfaction of each of the conditions related to HSR clearance, effectiveness of the registration statement on Form S-4 of which this document is a part, the approval for listing of the UnitedHealth Group shares to be issued in the offer and the first merger on the NYSE and required health care regulatory consents, and (ii) May 7, 2017.

If the offer has not been consummated at or prior to the end date, either SCA or UnitedHealth Group may terminate the merger agreement in accordance with the terms of the merger agreement. If the merger agreement is validly terminated prior to any scheduled expiration date (pursuant to the foregoing sentence or otherwise), the Offeror must promptly (and in any case within twenty-four hours of such termination), irrevocably and unconditionally terminate the offer.

Other than in connection with the termination of the merger agreement, the Offeror may not terminate or withdraw the offer without the prior written consent of SCA.

Any decision to extend, terminate or withdraw the offer will be made public by an announcement. See Exchange Offer Procedures Extension, Termination and Amendment of Offer.

The Offeror expressly reserves the right to waive any offer condition or modify the terms of the offer, including increasing the transaction consideration payable in the offer. However, without the prior written consent of SCA, the Offeror may not (and UnitedHealth Group will not permit the Offeror to): (1) reduce the number of shares of SCA common stock subject to the offer, (2) reduce the transaction consideration to be paid in the offer, (3) change the form of consideration payable in the offer, other than the election of UnitedHealth Group to increase the applicable cash

consideration and proportionally decrease the applicable stock consideration in accordance with the terms of the merger agreement, (4) waive, amend or modify the minimum tender condition or the conditions relating to HSR clearance, the effectiveness of the registration statement on Form S-4 of which this document is a part, the approval for listing of the UnitedHealth Group shares to be issued

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in the offer and the first merger on the NYSE, there being no legal prohibitions against the offer or the mergers, and the receipt of tax opinions (provided that UnitedHealth Group will (and will cause the Offeror to) waive the tax opinions conditions upon SCA's written request), (5) add any condition to the offer other than those described in Merger Agreement Conditions to the Offer, (6) amend, modify or supplement any offer condition or, except as otherwise expressly permitted by the merger agreement, any other term of the offer, in each case, in any manner adverse to the holders of SCA common stock, (7) except as otherwise expressly required or permitted under the merger agreement, terminate or extend the offer, or (8) provide any subsequent offering period in accordance with Rule 14d-11 of the Exchange Act.

Without the prior written consent of SCA, the Offeror shall not accept for payment or pay for any shares of SCA common stock if, as a result, the Offeror would acquire less than the number of shares of SCA common stock necessary to satisfy the minimum tender condition.

The Mergers

Upon the terms and subject to the satisfaction or waiver of the closing conditions, the first merger and the second merger will be completed as soon as practicable after the Offeror accepts for payment the shares of SCA common stock validly tendered in the offer and not properly withdrawn. If the offer is completed such that the Offeror will own at least a majority of the outstanding shares of SCA common stock, including any shares of SCA common stock (if any) owned by UnitedHealth Group, the Offeror and UnitedHealth Group's other subsidiaries, the first merger will be governed by Section 251(h) of the DGCL, and accordingly no stockholder vote will be required to consummate the first merger. The first merger refers to the merger of the Offeror with and into SCA, with SCA surviving the first merger. The second merger refers to the merger of SCA, as the company surviving the first merger, with and into Merger Sub, with Merger Sub surviving the second merger. After the first merger, SCA will be an indirect wholly owned subsidiary of UnitedHealth Group and a direct wholly owned subsidiary of Merger Sub, and the former stockholders of SCA will no longer have any direct ownership interest in the surviving corporation. From and after the effective time of the second merger, the surviving company holding the SCA business will be a limited liability company rather than a corporation.

Following the completion of the mergers, SCA's common stock will be delisted from Nasdaq and deregistered under the Exchange Act and will cease to be publicly traded.

Directors and Officers; Certificate of Incorporation; By-laws

Following the effectiveness of the first merger, the board of directors of the Offeror immediately prior to the effective time of the first merger will be the initial directors of the corporation surviving the first merger, until the earlier of their death, resignation or removal or until their successors have been duly elected and qualified. Following the effectiveness of the second merger, the manager of Merger Sub immediately prior to the effective time of the second merger will be the manager of the company surviving the second merger.

The officers of the Offeror immediately prior to the effective time of the first merger will continue as the officers of the corporation surviving the first merger, and unless otherwise determined by UnitedHealth Group, the officers of the corporation surviving the first merger immediately prior to the effective time of the second merger will be the officers of the company surviving the second merger, until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

The certificate of incorporation and bylaws of SCA in effect immediately prior to the effective time of the first merger will be the certificate of incorporation and bylaws, respectively, of the corporation surviving the first merger, in each

case, until thereafter changed or amended in accordance with their terms or applicable law. The certificate of formation and limited liability company agreement of Merger Sub as in effect immediately prior to the effective time of the second merger will be the certificate of formation and limited liability company agreement of the company surviving the second merger, until thereafter amended in accordance with applicable law and the applicable provisions of such certificate of formation and limited liability company agreement.

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Closing and Effective Time of the Mergers

The closing of the mergers will take place at 10:00 a.m. New York City time as soon as practicable following the time at which the Offeror accepts for payment the shares of SCA common stock tendered in the offer and not properly withdrawn, which date shall be no later than the second business day following the satisfaction or waiver of all of the conditions to closing of the mergers described in *Conditions to the Mergers* beginning on page 95 (other than conditions that by their nature are to be satisfied at or immediately prior to the closing of the mergers, but subject to the satisfaction or waiver of such conditions at the closing of the mergers), or at such other date and time as UnitedHealth Group and SCA have otherwise agreed to in writing.

Assuming timely satisfaction of the necessary closing conditions, we anticipate that the mergers will be completed in the first half of 2017. Each merger will become effective at the time when the relevant certificate of merger is duly filed with the Secretary of State of the State of Delaware unless a later date is agreed to by SCA and UnitedHealth Group and is specified therein. The first merger (the merger of the Offeror with and into SCA) must precede the second merger (the merger of the corporation surviving the first merger with and into Merger Sub).

Treatment of Offeror Common Stock and Merger Sub Membership Interests

First Merger

At the effective time of the first merger, by virtue of the first merger and without any action on the part of the parties to the merger agreement or the holder of any securities of SCA or the Offeror, each issued and outstanding share of common stock of the Offeror, par value \$0.01 per share, will automatically be converted into and become one fully paid and nonassessable share of common stock of the corporation surviving the first merger and will constitute the only outstanding shares of capital stock of the corporation surviving the first merger, and all certificates representing shares of the common stock of the Offeror will be deemed for all purposes to represent the number of shares of common stock of the first surviving corporation into which they were converted.

Second Merger

At the effective time of the second merger, by virtue of the second merger and without any action on the part of the parties to the merger agreement or the holder of any securities of the corporation surviving the first merger or Merger Sub, each membership interest of Merger Sub issued and outstanding immediately prior to the effective time of the second merger will remain outstanding as a membership interest of the company surviving the second merger and all shares of common stock of the corporation surviving the first merger will no longer be outstanding and will automatically be cancelled and will cease to exist without any consideration being payable therefor.

Treatment of SCA Common Stock and Equity Awards

Common Stock

At the effective time of the first merger, by virtue of the first merger and without any action on the part of the parties to the merger agreement or the holders of any SCA shares or of any shares of the common stock of the Offeror, each SCA share issued and outstanding immediately prior to the effective time of the first merger (other than (i) SCA Shares (if any) owned by UnitedHealth Group, the Offeror or any direct or indirect wholly owned subsidiary of UnitedHealth Group, or any SCA shares held by SCA as treasury stock, or (ii) SCA shares that are held by any stockholder who is entitled to demand and properly demands appraisal pursuant to, and who complies in all respects with the provisions of, Section 262 of the DGCL with respect to such SCA shares) will be cancelled and automatically

converted into the right to receive the transaction consideration. In case of any change in the number of issued or outstanding SCA shares or UnitedHealth Group shares in between the date of

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the merger agreement and the time at which the Offeror first accepts for payment the shares of SCA common stock tendered in the offer as a result of a reclassification, recapitalization, share split, reverse share split, combination, exchange of shares or other like change (other than in connection with the transactions contemplated by the merger agreement), or any share dividend or share distribution (including any dividend or distribution of securities convertible into SCA shares or UnitedHealth Group shares, as applicable) with a record date during such period, the transaction consideration shall be equitably adjusted to reflect such change. No fraction of a share of UnitedHealth Group common stock will be issued by virtue of the offer or the first merger, but in lieu thereof each holder of SCA common stock that would otherwise be entitled to a fraction of a share of UnitedHealth Group common stock (after aggregating all SCA shares tendered in the offer (and not validly withdrawn) by such holder or otherwise held by such holder as of the effective time of the first merger, as applicable) will instead receive an amount of cash without interest and less any applicable withholding taxes determined by multiplying (i) the UnitedHealth Group trading price, rounded to the nearest one-hundredth of a cent by (ii) the fraction of a share (after aggregating all SCA shares held by such holder and accepted for payment by the Offeror pursuant to the Offer or otherwise held by such holder at the effective time of the first merger, as applicable, and rounded to the nearest one thousandth when expressed in decimal form) of UnitedHealth Group common stock to which such holder would otherwise be entitled. SCA shares held in SCA's treasury and each SCA share (if any) owned by UnitedHealth Group, the Offeror or any other direct or indirect wholly-owned subsidiary of UnitedHealth Group will be cancelled and cease to exist and no consideration shall be delivered in exchange therefor. SCA common stock owned by stockholders who are entitled to demand and who have properly exercised and perfected their demands for appraisal rights under the DGCL will not be converted into the right to receive the per share transaction consideration. Such stockholders will instead be entitled to the appraisal rights provided under Delaware law. See *The Transactions* Appraisal Rights.

SCA Stock Options

As described under *Interests of Certain Persons in the Transactions* Treatment of Equity and Equity-Based Awards SCA Stock Options, at the effective time of the first merger, by virtue of the first merger, each outstanding SCA stock option, will, without any further action on the part of any holder thereof, be converted into an option to purchase that number of shares of UnitedHealth Group common stock (rounded down to the nearest whole number) equal to the product of (a) the number of shares of SCA common stock subject to such SCA stock option and (b) \$57.00 divided by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE, as reported in the New York City edition of *The Wall Street Journal* on each of the five full consecutive trading days ending on and including the third business day prior to the final expiration date of the offer (the equity conversion ratio), at an exercise price per share (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (1) the exercise price per share of SCA common stock for such option immediately prior to the effective time of the first merger, by (2) the equity conversion ratio. UnitedHealth Group will convert SCA stock options into converted UnitedHealth Group options in such a manner as to ensure that the converted UnitedHealth Group options are not subject to Section 409A of the Code as a result of the assumption and conversion. The converted UnitedHealth Group options will have the same vesting schedule, exercisability terms and other terms and conditions as the corresponding SCA stock options, provided that the period following a change in control (as defined in the agreement governing any such awards) during which an individual's converted UnitedHealth Group options become fully vested in the event of certain terminations of employment shall be extended from two (2) years to four (4) years, and all references to the Company in SCA's equity incentive plan and award agreements will be references to UnitedHealth Group.

SCA RSUs

As described under *Interests of Certain Persons in the Transactions* Treatment of Equity and Equity-Based Awards SCA RSUs beginning on page 53, at the effective time of the first merger, by virtue of the first merger and without

any further action on the part of any holder thereof, the SCA RSUs outstanding

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immediately prior to the effective time of the first merger will be converted into restricted stock units of UnitedHealth Group common stock (converted RSUs) equal to the product (rounded down to the nearest whole number) of (A) the number of shares of SCA common stock subject to such SCA RSUs and (b) the equity conversion ratio. Any converted RSUs so issued will be subject to the same terms and conditions (including vesting terms) as were applicable under such SCA RSUs, provided that the period following a change in control (as defined in the agreement governing any such awards) during which an individual s converted RSUs become fully vested in the event of certain terminations of employment shall be extended from two (2) years to four (4) years, and all references to the Company in SCA s equity incentive plan and award agreements will be references to UnitedHealth Group.

Notwithstanding the above, if an SCA RSU is subject to an agreement with an individual holder in effect as of January 7, 2017 that provides that such SCA RSU shall be settled in connection with a change of control involving SCA (without the required occurrence of termination or any other event), such SCA RSU shall be settled in shares of SCA common stock immediately prior to the occurrence of the effective time of the first merger and the holder shall be treated as a shareholder and will receive the transaction consideration in respect thereof. In addition, as further described under Interests of Certain Persons in the Transactions Treatment of Equity and Equity-Based Awards SCA RSUs , as a result of the transactions described herein, (i) fully vested RSUs held by certain directors of SCA will settle in shares of SCA common stock pursuant to the terms of these awards and (ii) the directors of SCA will cease to be directors of SCA and consequently, any outstanding and unvested SCA RSUs held by them will vest and settle in shares of SCA common stock.

SCA Performance Share Awards

At the effective time of the first merger, by virtue of the first merger and without any further action on the part of any holder thereof, the SCA PSAs outstanding immediately prior to the effective time of the first merger shall be converted into that number of UnitedHealth Group performance share awards, rounded down to the nearest whole share (converted PSAs) equal to the product of (x) the number of shares of SCA common stock subject to such SCA PSAs immediately prior to the effectiveness of the first merger and (y) the equity conversion ratio. Other than the extension from two (2) years to four (4) years of the period following a change in control (as defined in the agreement governing any such awards) during which an individual s converted PSA becomes fully vested in the event of certain terminations of employment, each converted PSA shall continue to be governed by the same terms and conditions as were applicable to the applicable SCA PSA immediately prior to conversion, including the satisfaction of the performance criteria set forth in the SCA PSA, provided that all references to the Company in SCA s equity incentive plan and award agreements will be references to UnitedHealth Group.

Treatment of Teammate Stock Purchase Plan

Following the date of the merger agreement, SCA will take all actions necessary to ensure that no offering period under the TSPP will be authorized or commenced on or after the date of the merger agreement, except for the six-month offering period under the TSPP that commenced on January 1, 2017. If the first merger occurs prior to the end of the offering period in effect on the date of the merger agreement (i.e., June 30, 2017), each individual participating in such offering period shall receive notice of the transactions contemplated by the merger agreement and shall have an opportunity to terminate his or her outstanding purchase rights under the TSPP, and such offering period shall end prior to the date of the first merger. Each TSPP participant s accumulated contributions under the TSPP shall be used to purchase shares of SCA common stock in accordance with the TSPP as of the end of the offering period, and any remaining accumulated but unused payroll deductions shall be distributed to the relevant participants without interest as promptly as practicable. Additionally, the applicable purchase price for shares of SCA common stock will not be decreased below the levels set forth in the TSPP as of the date of the merger agreement and no individual will be permitted to increase his or her rate of contribution under the TSPP following the date of the merger agreement.

SCA will terminate the TSPP and all rights under it prior to the effectiveness of the first merger.

Table of Contents***Dissenting Shares***

Shares of SCA's common stock which are issued and outstanding immediately prior to the effective time of the first merger and held by a holder of record who is entitled to demand appraisal rights under Section 262 of the DGCL, and who (i) has not tendered his, her or its shares of SCA common stock in the offer, (ii) has properly demanded appraisal of his, her or its shares of SCA common stock in accordance with Section 262 of the DGCL, and otherwise followed the procedures set forth in Section 262 of the DGCL and (iii) does not thereafter withdraw such demand for appraisal of such shares or otherwise lose his, her or its right to appraisal, in each case in accordance with the DGCL, shall not be converted into the right to receive the per share transaction consideration but instead such holder shall be entitled to have such shares appraised by the Delaware Court of Chancery and to receive in lieu of the consideration payable in the first merger payment of the fair value of such dissenting shares determined as of the effective time of the first merger exclusive of any element of value arising from the accomplishment or expectation of the first merger, together with a fair rate of interest, if any, as determined by such court in accordance with Section 262 of the DGCL. The fair value of any shares of SCA common stock could be based upon considerations other than, or in addition to, the price paid in the offer and the first merger and the market value of such shares. SCA stockholders should recognize that the value so determined could be higher or lower than, or the same as, the consideration payable in the offer and the first merger. Moreover, UnitedHealth Group and SCA may argue in an appraisal proceeding that, for purposes of such proceeding, the fair value of such shares of SCA common stock is less than such amount. In the event that any such stockholder fails to perfect, or otherwise waives, effectively withdraws or loses his or her right to appraisal under Section 262 of the DGCL, then the right of such holder to be paid the fair value of such holder's dissenting shares shall cease and such shares held by such stockholder will be deemed to have been converted into and shall be exchangeable solely for, the right to receive the per share transaction consideration. SCA has agreed to give UnitedHealth Group prompt notice of any demands SCA receives for appraisal of shares of SCA's common stock, withdrawals or attempted withdrawals of such demands and any other instruments served pursuant to Section 262 of the DGCL, and to provide UnitedHealth Group with the opportunity to direct any and all negotiations and proceedings with respect to such demands. SCA will not voluntarily make any payment to any dissenting stockholder with respect to, or settle or offer to settle, or approve the withdrawal of, any such demands for appraisal without the prior written consent of UnitedHealth Group.

Representations and Warranties

The parties made customary representations and warranties in the merger agreement that are subject, in some cases, to specified exceptions and qualifications contained in the merger agreement and, with respect to SCA's representations and warranties, the matters contained in confidential disclosure schedules delivered by SCA to UnitedHealth Group concurrently with the execution of the merger agreement (the SCA disclosure schedules). SCA's representations and warranties relate to, among other things:

due organization, existence, good standing and authority to carry on SCA's business as it is currently being conducted;

the accuracy and completeness of each of SCA's and SCA's subsidiaries certificate of incorporation, by-laws or equivalent constituent documents, and the absence of any violations of these documents;

SCA's and SCA's subsidiaries' capitalization;

SCA's corporate power and authority to execute, deliver, and consummate the transactions contemplated by the merger agreement, and the enforceability of the merger agreement against SCA, subject to certain specified customary assumptions and exceptions;

the absence of violations of, or conflicts with, SCA's constitutional documents, applicable law and certain agreements as a result of SCA's entrance into and performance under the merger agreement, subject to certain specified standard qualifications and assumptions;

SCA's SEC reports (including all amendments) since December 31, 2013, the financial statements included therein, and the absence of any material outstanding or unresolved written comments from the SEC staff with respect to SCA's SEC reports;

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compliance with applicable requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act of 2002;

SCA's disclosure controls and procedures and internal controls over financial reporting;

the absence of certain undisclosed liabilities;

regulatory matters;

the absence of a SCA material adverse effect (as defined below) since December 31, 2015, and the absence of specified actions since December 31, 2015 that would be in violation of certain interim operating covenants under the merger agreement if taken after date of the merger agreement;

information supplied by SCA for inclusion in the offer documents, the Schedule 14D-9 and the registration statement on Form S-4 of which this document is a part;

material contracts, the absence of any default or breach under any material contract, and the absence of any event, circumstance or condition which would give rise to a right to accelerate the maturity or performance of, or cancel, terminate or modify, any material contract;

employee benefit plans, ERISA and the applicability of the "safe harbor" provided pursuant to Rule 14d-10(d)(2) under the Exchange Act;

except as would not be material to SCA and its subsidiaries taken as a whole, the absence of actions, claims, suits or proceedings against SCA or any of its subsidiaries, and the absence of governmental investigations against SCA or any of its subsidiaries;

compliance with applicable federal, state, local or foreign laws, statutes, ordinances, rules, regulations, judgments, orders, injunctions, decrees or agency requirements or permits, including compliance with certain export laws and regulations by SCA and its subsidiaries, and including compliance with restrictions on certain payments by SCA and its subsidiaries, including those that would violate any provisions of the federal Foreign Corrupt Practices Act of 1977;

intellectual property;

privacy and data security;

taxes;

real property and tangible assets;

environmental matters;

labor matters;

possession of licenses and permits needed to carry out SCA's business and compliance therewith;

insurance matters;

the absence of any undisclosed broker's or finder's fees;

that no vote or consent of the SCA stockholders is needed to approve the merger agreement or the transactions contemplated thereby;

the SCA Board determination that (i) the terms of the transactions contemplated by the merger agreement, including the offer and the mergers, are fair to, and in the best interests of, SCA and its stockholders, and (ii) it is in the best interest of SCA and its stockholders to enter into the merger agreement, and the merger agreement is advisable, and the approval of the execution and delivery by SCA of the merger agreement (including the agreement of merger, as such term is used in Section 251 of the DGCL), the performance by SCA of its covenants and agreements contained in the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the offer and the mergers, upon the terms and subject to the conditions contained in the merger agreement, and the recommendation that SCA stockholders accept the offer and tender their shares to the Offeror pursuant to the offer, unless the SCA Board changes its recommendation as permitted by the merger agreement;

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the receipt of a written opinion from J.P. Morgan to the effect that, as of the date of such opinion and based upon and subject to the various matters and limitations set forth in such opinion, the transaction consideration to be paid to the holders of SCA shares entitled to receive the transaction consideration pursuant to the merger agreement is fair, from a financial point of view, to such holders; and

that the SCA Board has taken all action so that the state anti-takeover statutes or regulations applicable to business combinations, including those imposed by Section 203 of the DGCL, are, and will be, inapplicable to the transactions contemplated by the merger agreement and the tender and support agreement, and that no anti-takeover statute or regulation would restrict, prohibit or otherwise be applicable with respect to the merger agreement, the tender and support agreement and the transactions contemplated in the merger agreement.

Many of SCA's representations and warranties are qualified by, among other things, exceptions relating to the absence of a SCA material adverse effect, which means any condition, fact, change, circumstance, event, occurrence, development or effect that individually or in the aggregate has had or would reasonably be expected to have a material adverse effect on the financial condition, business or results of operations of SCA and its subsidiaries, taken as a whole. However, no condition, fact, change, circumstance, event, occurrence, development or effect arising from or relating to any of the following will be taken into account in determining whether there has been or would reasonably be expected to be a SCA material adverse effect:

- (1) political or economic conditions, or securities, credit, financial or other capital markets conditions;
- (2) any condition or changes generally affecting SCA's industry or industries;
- (3) any decline in the market price or trading volume of the shares of SCA common stock on Nasdaq or a change in the credit rating of SCA or any of its subsidiaries (it being understood that the changes, effects or developments underlying such decline that are not otherwise excluded from the definition of an SCA material adverse effect may be taken into account);
- (4) any failure, in and of itself, by SCA or any of its subsidiaries to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the changes, effects or developments underlying such failure that are not otherwise excluded from the definition of an SCA material adverse effect may be taken into account);
- (5) the execution and delivery of the merger agreement, the performance by any party of its obligations thereunder and consummation of the transactions or the public announcement or pendency of the offer or the mergers or any of the other transactions contemplated by the merger agreement, including the impact thereof on the relationships, contractual or otherwise, of SCA or any subsidiary of SCA with customers, suppliers, distributors, employees or any other third party (provided that this exception will not apply to any representation or warranty to the extent such representation or warranty addresses the consequences resulting from the execution and delivery of the merger agreement, the performance of a party's obligations thereunder or the consummation of the transactions contemplated thereby);

- (6) changes or proposed changes in GAAP or in applicable laws or the enforcement or interpretation thereof;
- (7) the outbreak or escalation of hostilities, any acts of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, acts of war, sabotage, terrorism or military actions threatened or underway as of the date of the merger agreement;
- (8) any action taken at the request of UnitedHealth Group, the Offeror or Merger Sub in accordance with the merger agreement;
- (9) the identity of, or any facts or circumstances relating to, UnitedHealth Group, the Offeror, Merger Sub or any of their respective affiliates; or
- (10) certain matters set forth in the SCA disclosure schedules.

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except, in the case of items (1) (2), (6) and (7) above, to the extent that such condition, fact, change, circumstance, event, occurrence, development or effect has a disproportionate adverse effect on SCA and its subsidiaries, taken as a whole, relative to the adverse effect that it has on participants in SCA's industry or industries.

The merger agreement also contains customary representations and warranties made by UnitedHealth Group that are subject to specified exceptions and qualifications contained in the merger agreement. The representations and warranties of UnitedHealth Group, the Offeror and Merger Sub to SCA under the merger agreement, relate to, among other things:

UnitedHealth Group's, the Offeror's and Merger Sub's due organization, existence, good standing and authority to carry on their business as it is currently being conducted;

the corporate power and authority of UnitedHealth Group, the Offeror and Merger Sub to execute, deliver, and consummate the transactions contemplated by the merger agreement, and the enforceability of the merger agreement against UnitedHealth Group, the Offeror and Merger Sub, subject to certain specified customary assumptions and exceptions;

UnitedHealth Group's capitalization and the Offeror's and Merger Sub's capitalization;

the absence of contraventions of, or conflicts with, the constitutional documents of UnitedHealth Group or any of its subsidiaries, applicable law and certain agreements as a result of UnitedHealth Group's, the Offeror's or Merger Sub's execution and delivery of and consummation of the transactions contemplated by the merger agreement, subject to certain specified standard qualifications and assumptions;

UnitedHealth Group's SEC reports (including all exhibits, supplements and schedules) since December 31, 2013, the financial statements included therein, and the absence of any outstanding or unresolved written comments from the SEC staff with respect to UnitedHealth Group's SEC reports;

compliance with applicable requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act of 2002;

UnitedHealth Group's disclosure controls and procedures and internal controls over financial reporting;

the absence of undisclosed liabilities;

the absence of a UnitedHealth Group material adverse effect since December 31, 2015;

except as would not be material to UnitedHealth Group and its subsidiaries taken as a whole, the absence of actions, claims, suits or proceedings against UnitedHealth Group or any of its subsidiaries, and the absence of governmental investigations against UnitedHealth Group or any of its subsidiaries;

compliance with laws;

information supplied by UnitedHealth Group for inclusion in the offer documents, the Schedule 14D-9 and the registration statement on Form S-4 of which this document is a part;

the absence of undisclosed broker's or finder's fees;

sufficiency of funds;

tax matters; and

the absence of beneficial ownership of SCA's common stock by UnitedHealth Group or any of its subsidiaries as of and for the three years prior to the date of the merger agreement.

Many of the representations and warranties of UnitedHealth Group are qualified by, among other things, exceptions relating to the absence of a UnitedHealth Group material adverse effect which means any condition, fact, change, circumstance, event, occurrence, development or effect that individually or in the aggregate has had

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or would reasonably be expected to (a) prevent or materially impede, materially interfere with or materially delay the consummation by UnitedHealth Group, the Offeror or Merger Sub of the transactions or (b) have a material adverse effect on the financial condition, business or results of operations of UnitedHealth Group and its subsidiaries, taken as a whole. However, no condition, fact, change, circumstance, event, occurrence, development or effect arising from or relating to any of the following will be taken into account in determining whether there has been or would reasonably be expected to be a UnitedHealth Group material adverse effect:

- (1) political or economic conditions, or securities, credit, financial or other capital markets conditions;
- (2) any condition or changes generally affecting UnitedHealth Group's industry or industries;
- (3) any decline in the market price or trading volume of the shares of UnitedHealth Group common stock on the NYSE or a change in the credit rating of UnitedHealth Group or any of its subsidiaries (provided that this exception does not present or otherwise affect a determination that any change, effect or development underlying such decline or change has resulted in a UnitedHealth Group material adverse effect);
- (4) any failure, in and of itself, by UnitedHealth Group or any of its subsidiaries to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period (provided that this exception does not present or otherwise affect a determination that any change, effect or development underlying such decline or change has resulted in or contributed to a UnitedHealth Group material adverse effect);
- (5) the execution and delivery of the merger agreement, the performance by any party of its obligations thereunder and consummation of the transactions or the public announcement or pendency of the offer or the mergers or any of the other transactions contemplated by the merger agreement, including the impact thereof on the relationships, contractual or otherwise, of UnitedHealth Group or any subsidiary of UnitedHealth Group with customers, suppliers, distributors, employees or any other third party (provided that this exception does not apply to any representation or warranty to the extent such representation or warranty addresses the consequences resulting from the execution and delivery of the merger agreement, the performance of a party's obligations thereunder or the consummation of the transactions contemplated thereby);
- (6) changes or proposed changes in GAAP or in applicable law or the enforcement or interpretation thereof;
- (7) the outbreak or escalation of hostilities, any acts of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, acts of war, sabotage, terrorism or military actions threatened or underway as of the date of the merger agreement;
- (8) any action taken at the request of SCA or any of its subsidiaries in accordance with the merger agreement; or

(9) the identity of, or any facts or circumstances relating to, SCA, its subsidiaries or any of their respective affiliates.

except, in the case of items (1), (2), (6) and (7) above, to the extent that such condition, fact, change, circumstance, event, occurrence, development or effect has a disproportionate adverse effect on UnitedHealth Group and its subsidiaries, taken as a whole, relative to the adverse effect that it has on participants in UnitedHealth Group's industry or industries.

Unless expressly provided otherwise, the representations, warranties, covenants or agreements in the merger agreement or in any instrument delivered pursuant to the merger agreement of each of SCA, UnitedHealth Group, the Offeror and Merger Sub will not survive the effective time of the first merger or the termination of the merger agreement pursuant to its terms.

Table of Contents***Conduct of SCA's Business Pending the First Merger***

SCA has agreed to certain covenants in the merger agreement restricting the conduct of its business from the date of the merger agreement until the earlier of the effective time of the first merger and the termination of the merger agreement in accordance with its terms. In general, except as (i) may be required by law, (ii) contemplated under the merger agreement, (iii) set forth in the SCA disclosure schedules, or (iv) permitted pursuant to UnitedHealth Group's written consent (not to be unreasonably withheld, conditioned or delayed), SCA and its subsidiaries have agreed that SCA will and will cause its subsidiaries to conduct the business of SCA and its subsidiaries in the ordinary course of business in all material respects, and to the extent consistent therewith, use commercially reasonable efforts to maintain and preserve intact SCA's business organization, keep available the services of key employees and preserve their relationships with government entities and partners, health systems, health plans, medical groups, payors, customers, suppliers, distributors and licensors having significant business dealings with SCA and SCA's subsidiaries, and SCA and SCA's subsidiaries will not consent to allow any of SCA's facility entities to take any action inconsistent with the foregoing.

SCA has also agreed that, except as (i) may be required by applicable law, (ii) required or expressly permitted under the merger agreement, (iii) set forth in SCA disclosure schedules, or (iv) permitted pursuant to UnitedHealth Group's prior written consent, from the date of the merger agreement until the earlier of the effective time of the first merger and the termination of the merger agreement in accordance with its terms, neither SCA nor any of its subsidiaries will, and will not consent to allow certain other related entities of SCA to, subject to certain specified exceptions:

amend or otherwise change its certificate of incorporation or bylaws, amend or otherwise change the organizational documents of its subsidiaries in any material respect, or amend or otherwise change the organizational documents of certain other related entities of SCA;

split, combine or reclassify any of its capital stock;

make, declare or pay any dividend, or make any other distribution on, or redeem, purchase or otherwise acquire, any shares of its capital stock, or any other securities or obligations convertible into or exchangeable for any shares of its capital stock, except for (a) by SCA subsidiaries to SCA or other SCA subsidiaries, (b) dividends paid by certain related entities of SCA in the ordinary course of business in accordance with its respective organizational documents, (c) the acceptance of shares of SCA common stock as payment for the exercise price of SCA options or withholding taxes in connection with the exercise of SCA options or the vesting or settlement of SCA RSUs in accordance with the terms of SCA's stock plans, (d) in connection with the SCA TSPP in accordance with its terms, or (e) the repurchase of shares of SCA common stock in connection with a forfeiture of SCA stock awards or the termination of a SCA stock award holder's position with SCA;

grant any SCA stock awards or other equity-based awards or interests, or grant any individual, corporation or other entity any right to acquire any shares of its capital stock, in each case, other than as permitted under the merger agreement;

issue, sell, deliver, pledge, dispose of, encumber, grant or otherwise permit to become outstanding any additional shares of its capital stock or securities convertible or exchangeable into, or exercisable for, any shares of its capital stock or any options, warrants, or other rights of any kind to acquire any shares of its capital stock, except (a) pursuant to the exercise of SCA options or the settlement of SCA RSUs outstanding as of the date of the merger agreement in accordance with their terms, (b) in connection with the SCA TSPP in accordance with its terms, or enter into any agreement, understanding or arrangement with respect to the sale or voting of its capital stock or equity interests, (c) by a wholly owned subsidiary of SCA to or in favor of SCA or another wholly owned subsidiary of SCA, and (d) as otherwise permitted in accordance with the merger agreement;

adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization with respect SCA, any of its material subsidiaries or certain material related entities of SCA;

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incur, assume, acquire, endorse, guarantee or otherwise become liable for any indebtedness for borrowed money (other than the assumption, endorsement, guarantee of or other liability for any existing indebtedness for borrowed money of a SCA subsidiary) or issue or sell any debt securities or calls, options, warrants or other rights to acquire any debt securities, except for (a) indebtedness for borrowed money in an aggregate principal amount not to exceed \$10,000,000 outstanding at any time, (b) any indebtedness for borrowed money among SCA and its wholly owned subsidiaries or among wholly owned subsidiaries of SCA, (c) incurring, assuming, acquiring, endorsing or guaranteeing any existing indebtedness of any acquisition target in connection with any transaction permitted by the terms of the merger agreement, or (d) indebtedness for borrowed money incurred in the ordinary course of business under an existing credit facility (as in effect on the date of the merger agreement);

make any loans or advances to any other person in excess of \$1,000,000 in the aggregate, except for (a) loans or advances among SCA and any of its subsidiaries in the ordinary course of business, and (b) advances to directors or employees in the ordinary course of business to cover costs and expenses incurred in their respective capacities as such;

(a) sell, transfer, lease, rent, license, assign, abandon, mortgage, encumber or otherwise dispose of any of its properties, legal entities or assets to any person other than sales, transfers, leases, rents, licenses, assignments, abandonments, mortgages, encumbrances or dispositions (i) in the ordinary course of business consistent with past practice, (ii) on an intercompany basis among SCA and its subsidiaries, or (iii) mortgages or encumbrances on properties, legal entities or properties that are not material or (b) cancel, release or assign any material indebtedness of any such person owed to it, in the case of each of clause (a) and clause (b) other than permitted liens;

(a) acquire any other person for consideration in excess of \$5,000,000 in any transaction or series of related transactions or any material assets or properties of any other person, or (b) make any material investment in any other person either by purchase of stock or securities, contributions to capital, property transfers or purchase of property or assets of any person other than (i) a wholly owned subsidiary of SCA or (ii) as required by the terms of any contract in effect as of the date of the merger agreement (other than letters of intent);

make any capital expenditures in excess of its 2017 capital expenditure budget as disclosed to UnitedHealth Group prior to the date of the merger agreement, except that, subject to prior consultation with UnitedHealth Group, SCA and its subsidiaries are permitted to make emergency capital expenditures in any commercially reasonable amount that SCA reasonably determines is necessary to maintain its ability to operate its businesses in the ordinary course of business;

except in the ordinary course of business, (a) terminate, materially amend, or waive any material right under, any SCA material contract or (b) enter into any contract that would constitute a SCA material contract if it were in effect on the date of the merger agreement;

except as required by applicable law or the terms of SCA benefit plan in effect on the date of the merger agreement, or as required or permitted by the merger agreement, (a) establish, adopt, enter into, amend or terminate any collective bargaining agreement or SCA benefit plan or any plan that would be a SCA benefit plan if in effect on the date the merger agreement, (b) increase in any manner the compensation or benefits of any of the current or former directors, officers, employees, partners, consultants, independent contractors or other service providers of SCA or its subsidiaries, in each case other than in the ordinary course of business, (c) pay or award, or commit to pay or award, any bonuses or incentive compensation, (d) accelerate any rights or benefits, other than in the ordinary course of business and consistent with past practice, (e) establish or fund any rabbi trust or other funding arrangement in respect of any SCA benefit plan, (f) grant or amend any SCA stock awards or other equity-based awards, or (g) hire, or terminate (other than for cause) the employment or services of, any officer, employee, independent contractor or consultant who has annualized base compensation greater than \$300,000; however, SCA may establish terms and conditions for the payment of cash bonuses in respect of 2017 to the extent that the bonus targets, metrics, degree of attainability and reliance on

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subjective performance criteria are substantially comparable to such awards made in calendar year 2016 (with reasonable adjustments to account for changes in business objectives) and are reflected at 100% of target payout in SCA's 2017 budget provided to UnitedHealth Group in connection with the transactions contemplated by the merger agreement;

implement or adopt any change in its financial accounting principles, practices or methods, other than as may be required by GAAP or applicable law, each as concurred with by SCA's independent registered public accountants;

settle or compromise any legal or administrative proceeding, claim, suit, arbitration, mediation, charge, complaint, litigation or similar action, except for settlements or compromises that (a) with respect to the payment of monetary damages, involve monetary remedies with a value not in excess of \$1,000,000 (net of any amounts covered by insurance or reserved for in the most recent balance sheet included in the SCA financial statements as of the date of the merger agreement), individually or in the aggregate or (b) do not impose any material restriction on SCA's business or the businesses of its subsidiaries;

except in the ordinary course of business, make, change or revoke any material tax election, change or adopt any annual tax accounting period or adopt or change any material method of tax accounting, file any amended tax return, enter into any closing agreement within the meaning of Section 7121 of the internal revenue code (or any analogous or similar provision of state, local or foreign law), request any tax ruling from any taxing authority, settle or compromise any material tax liability or any audit, examination or other proceeding relating to a material amount of taxes, or surrender any claim for a material refund of taxes;

enter into any new line of business;

other than in the ordinary course of business consistent with past practice, reduce the amount of insurance coverage or fail to renew or replace any existing insurance policies;

amend any material permit in a manner that adversely impacts the ability to conduct its business, or terminate or allow to lapse any material permits in a manner that adversely impacts its ability to conduct its business;

cancel or allow to lapse or otherwise abandon any material intellectual property;

amend or modify the engagement letter of SCA's financial advisor in a manner that increases the fee or commission payable by SCA or any of its subsidiaries; or

agree to take or authorize, or make any binding commitment to take, any of the foregoing actions.

Access

The merger agreement provides that, prior to the effective time of the first merger, SCA will, upon reasonable advance notice, afford UnitedHealth Group and its employees, accountants, consultants and legal counsel, financial advisors, financing sources, tax advisors, agents and other representatives reasonable access during normal business hours (and in a manner that does not unreasonably interfere with their respective businesses) to SCA's and its subsidiaries' and facility entities' personnel, properties, contracts, books and records, tax returns, representatives, accountant work papers, permits, licenses and any report, schedule or other document filed or received by it pursuant to the requirements of applicable law and will make available all information concerning its business, properties and personnel as UnitedHealth Group may reasonably request.

However, SCA will not be required to provide access to or make available to any person any document or information that, in SCA's reasonable judgment, (i) would violate any of its obligations with respect to any applicable law or order, (ii) would violate any of SCA's material obligations with respect to confidentiality or the terms of any contract (provided that SCA will use reasonable best efforts to provide, or allow such access or

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disclosure to, any such document or information) or (iii) is subject to any attorney-client or work-product privilege (provided that SCA will use reasonable best efforts to allow such access or disclosure in a manner that does not result in loss or waiver of such privilege, including, but not limited to, entering into appropriate common interest or similar agreements).

All information provided in connection with the merger agreement and the transactions contemplated thereby will be subject to the confidentiality agreement between UnitedHealth Group and SCA.

Registration Statement; Schedule TO

Concurrently with the filing of certain specified offer documents, UnitedHealth Group agreed to prepare and file a registration statement on Form S-4 with the SEC.

UnitedHealth Group and the Offeror shall, as soon as practicable on the commencement date of the offer, file a tender offer statement on Schedule TO with the SEC, which will contain certain specified offer documents, deliver a copy of the offer statement on Schedule TO to SCA at its principal executive offices, give telephonic notice of certain information, and mail a copy of the offer statement on Schedule TO, to Nasdaq, and, subject to SCA's compliance with certain obligations, cause these offer documents to be disseminated to holders of SCA's common stock as required by applicable law.

UnitedHealth Group will, with SCA's reasonable cooperation, use reasonable best efforts to (i) have the registration statement declared effective under the Securities Act as promptly as practicable after its filing, (ii) ensure that the registration statement and offer documents comply in all material respects with applicable law, and (iii) keep the registration statement effective for so long as necessary to complete the first merger. SCA will promptly furnish in writing to UnitedHealth Group and the Offeror information concerning SCA, its subsidiaries, the facility entities and the holders of shares of SCA common stock that is required by applicable law or otherwise reasonably advisable to be included in the offer documents and the registration statement. Each of UnitedHealth Group, the Offeror and SCA will promptly correct any information provided by it or any of its respective representatives for use in the offer documents and the registration statement if and to the extent that such information has become false or misleading in any material respect. UnitedHealth Group and the Offeror will, with SCA's cooperation, take all reasonable steps to cause the offer documents and the registration statement, as so corrected, to be filed with the SEC and to be disseminated to the holders of shares of SCA common stock, in each case as and to the extent required by applicable law, or by the SEC or its staff or Nasdaq. Each of UnitedHealth Group and the Offeror has agreed to (a) provide SCA and its counsel with reasonable opportunity to review and comment on the registration statement and the offer documents (and any amendments or supplements to any of the foregoing) prior to filing with the SEC, and give reasonable consideration to any timely comments thereon made by SCA or its counsel, (b) promptly notify SCA of the receipt of, and promptly provide SCA with copies of, all comments received from, and all correspondence with, the SEC or its staff with respect to any offer document or the registration statement, (c) provide SCA and its counsel with a reasonable opportunity to review and comment on any proposed correspondence between UnitedHealth Group or any of its representatives on the one hand and the SEC or its staff on the other hand with respect to any offer document or the registration statement and give reasonable consideration to any timely comments thereon made by SCA or its counsel, and (d) promptly provide SCA with final copies of any correspondence sent by it or any of its representatives to the SEC or its staff with respect to any offer document or the registration statement, and of any amendments or supplements to any offer document or the registration statement. UnitedHealth Group will also take any other action required to be taken under the Securities Act, the Exchange Act, any applicable foreign or state securities or blue sky laws and the rules and regulations thereunder in connection with the issuance of the UnitedHealth Group common stock in the offer or the first merger, and will pay all expenses related thereto, and SCA will timely furnish all information concerning SCA and the holders of SCA common stock as may be reasonably requested in connection

with any such actions.

Table of Contents***Schedule 14D-9; Assistance with the Offer***

Concurrently with the filing of the Schedule TO by UnitedHealth Group and the Offeror, SCA shall file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9, containing, among other things, the recommendation of the SCA Board that the holders of SCA common stock accept the offer and tender their shares of SCA common stock pursuant to the offer, unless and until such recommendation is changed in accordance with the terms of the merger agreement. SCA has agreed to, promptly after commencement of the offer, cause the Schedule 14D-9 to be mailed to the holders of shares of SCA common stock together with a notice of appraisal rights promptly after commencement of the offer.

SCA shall cause the Schedule 14D-9 to comply as to form and substance in all material respects with applicable requirements of the Exchange Act and other applicable law. To the extent requested by SCA, UnitedHealth Group will cause the Schedule 14D-9 to be mailed or otherwise disseminated to the holders of shares of SCA common stock (to the extent required by applicable law) together with the offer documents. Each of UnitedHealth Group and the Offeror will promptly furnish in writing to SCA all information concerning UnitedHealth Group and the Offeror that is required by applicable law or otherwise reasonably advisable to be included in the Schedule 14D-9. Each of SCA, UnitedHealth Group and the Offeror will correct promptly any information provided by it or any of its representatives for use in the Schedule 14D-9 if and to the extent that such information has become false or misleading in any material respect. SCA has further agreed to, with UnitedHealth Group's and the Offeror's reasonable cooperation, take all reasonable steps to cause the Schedule 14D-9, as corrected, to be filed with the SEC and disseminated to holders of shares of SCA common stock in each case as and to the extent required by applicable laws or by the SEC or its staff. Unless and until the SCA board has effected a change of recommendation pursuant to the merger agreement, SCA has agreed to (a) provide UnitedHealth Group and its counsel with a reasonable opportunity to review and comment on the Schedule 14D-9 (and any amendments or supplements to the foregoing) before it is filed with the SEC, and give reasonable consideration to any timely comments thereon made by UnitedHealth Group or its counsel, (b) promptly notify UnitedHealth Group of the receipt of, and promptly provide UnitedHealth Group copies of, all comments from, and all correspondence with, the SEC or its staff with respect to the Schedule 14D-9, (c) provide UnitedHealth Group and its counsel with a reasonable opportunity to review and comment on any proposed correspondence between SCA or any of its representatives on the one hand and the SEC or its staff on the other hand with respect to the Schedule 14D-9 and give reasonable consideration to any comments thereon made by UnitedHealth Group or its counsel and (d) promptly provide UnitedHealth Group with final copies of any correspondence sent by it or any of its representatives to the SEC or its staff with respect to the Schedule 14D-9, and of any amendments or supplements to the Schedule 14D-9. Notwithstanding anything to the contrary set forth above, but subject to the terms of the merger agreement, SCA may amend or supplement the Schedule 14D-9 in connection with a change in recommendation effected by the SCA board pursuant to the merger agreement without the prior consent of UnitedHealth Group and without providing UnitedHealth Group or its counsel an opportunity to review or comment thereon.

In connection with the offer, SCA has also agreed to, or to cause its transfer agent to, promptly furnish or cause to be furnished to UnitedHealth Group and the Offeror with such assistance and such information as UnitedHealth Group, the Offeror or any of their representatives reasonably requests in order to disseminate and otherwise communicate the offer and the mergers to the record and beneficial holders of shares of SCA common stock, including a list, as of the most recent practicable date, of the stockholders of SCA, mailing labels and any available listing or computer files containing the names and addresses of all record and beneficial holders of shares of SCA common stock, and lists of security positions of shares of SCA common stock held in stock depositories (including updated lists of stockholders, mailing labels, listings or files of securities positions), in each case as of the most recent practicable date, and shall promptly furnish UnitedHealth Group and the Offeror with such additional information and assistance (including updated lists of the record and beneficial holders of shares of SCA common stock, mailing labels and lists of security positions) as UnitedHealth Group and the Offeror or their agents may reasonably request in order to communicate the

offer and the mergers to the holders of shares of SCA common stock. Subject to applicable laws, and except for such steps as are necessary to

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disseminate the offer documents and any other documents necessary to consummate the offer and the mergers, UnitedHealth Group and the Offeror (and their respective agents) must hold the information contained in any such lists of stockholders, mailing labels and listings or files of securities positions in confidence, use such information only in connection with the offer and the mergers, and if the merger agreement is terminated, promptly return (or use their reasonable efforts to cause their representatives to return or destroy) any and all copies and any extracts or summaries from such information then in their possession or control.

No Solicitation of Acquisition Proposals

Under the terms of the merger agreement, subject to certain exceptions described below, SCA has agreed that it will not, and will cause each of its subsidiaries and its and their respective officers, directors, managers and employees, and will instruct and cause its and its subsidiaries' respective agents, financial advisors, investment bankers, attorneys and accountants (which officers, directors, managers, employees, agents, financial advisors, investment bankers, attorneys and accountants in their capacity as such are referred to in this section of this prospectus/offer to exchange as the representatives) not to, directly or indirectly through intermediaries:

solicit, initiate, knowingly encourage (including by way of furnishing non-public information relating to SCA or any of its subsidiaries) or knowingly facilitate any inquiries regarding, or the making of any proposal or offer that constitutes, or could reasonably be expected to lead to, a takeover proposal;

conduct, engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other person any information in connection with, or for the purpose of knowingly encouraging or knowingly facilitating, a takeover proposal;

approve, endorse, recommend or enter into, or propose to approve, endorse, recommend or enter into, any letter of intent, term sheet, acquisition agreement, merger agreement, joint venture agreement or similar document, agreement, commitment or agreement in principle (whether written, oral, binding or non-binding) with respect to a takeover proposal;

amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of SCA or any of its subsidiaries;

approve any transaction involving SCA or any of its subsidiaries under or any third party (other than UnitedHealth Group or the Offeror) becoming an interested stockholder of SCA or any of its subsidiaries under Section 203 of the DGCL or SCA's organizational documents (except a transaction involving UnitedHealth Group, the Offeror or their affiliates); or

resolve to do any of the foregoing.

SCA has also agreed that upon execution of the merger agreement, it will, and will cause each of its subsidiaries and its and their respective representatives, to immediately cease and cause to be terminated any solicitation, discussions or negotiations with any persons (other than UnitedHealth Group and its representatives) that are ongoing with respect

to a takeover proposal.

Under the merger agreement, SCA is obligated to notify UnitedHealth Group in writing promptly (and in no event later than 24 hours after receipt) after it or any of its representatives receives a takeover proposal or a request for information relating to SCA or its subsidiaries that contemplates a takeover proposal. Such notice to UnitedHealth Group must include the identity of the person making the takeover proposal and the material terms and conditions of the takeover proposal (including an unredacted copy of the takeover proposal if it is in writing and if not, a description of the terms thereof). SCA must promptly (and in no event later than 24 hours after receipt) provide UnitedHealth Group with copies of any proposals, indications of interest and/or draft agreements relating to such takeover proposal and must provide UnitedHealth Group with at least 2 business days prior written notice (or such lesser notice as is provided to member of the SCA board) of any meeting of the SCA board at which such takeover proposal is reasonably expected to be considered.

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Notwithstanding anything in the merger agreement to the contrary, SCA may (a) furnish information to a person making a takeover proposal, including non-public information, pursuant to an executed confidentiality agreement (an acceptable confidentiality agreement) containing terms that are not materially less restrictive with respect to the other party than those contained in the confidentiality agreement between SCA and UnitedHealth Group) and provided that SCA (i) promptly (and in no event later than 24 hours after receipt) provides a copy of such confidentiality agreement to UnitedHealth Group and (ii) concurrently makes available to UnitedHealth Group any nonpublic information it provides the other party or its representatives that UnitedHealth Group has not previously received and (b) engage in discussions and negotiations with the person making the takeover proposal, if at any time after the date of the merger agreement and prior to the Offeror's acceptance of shares tendered in the offer (x) SCA or any of its representatives receives a bona fide written takeover proposal from any person that did not result from a breach of SCA's non-solicitation obligations under the merger agreement; and (y) the SCA Board determines in good faith after consultation with its independent financial advisor and outside legal counsel that such takeover proposal constitutes or is reasonably likely to lead to a superior proposal and that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law.

A takeover proposal for purposes of the merger agreement means any unsolicited, bona fide inquiry, proposal, indication of interest or offer from any person (other than UnitedHealth Group, the Offeror or any of their affiliates) relating to:

a merger, consolidation, business combination, recapitalization, binding share exchange, liquidation, dissolution, joint venture or similar transaction involving SCA or any of its subsidiaries that would result in such other person acquiring (a) 15% or more of SCA's outstanding common stock or securities of SCA representing more than 15% of the voting power of SCA or (b) 15% or more of the consolidated assets, net revenues or net income of SCA and its subsidiaries;

any acquisition, in one transaction or a series of related transactions, of the beneficial ownership of or the right to acquire beneficial ownership, directly or indirectly, of 15% or more of the outstanding SCA common stock or securities of SCA representing more than 15% of the voting power of SCA;

any acquisition (including the acquisition of stock in any subsidiary of SCA), in one transaction or a series of related transactions, of assets or businesses of SCA or its subsidiaries, including pursuant to a joint venture, representing 15% or more of the consolidated assets, net revenues or net income of SCA and its subsidiaries; or

any tender or exchange offer or similar transaction or series of transactions that, if consummated, would result in any person beneficially owning 15% or more of SCA's outstanding common stock or securities of SCA representing more than 15% of the voting power of SCA.

A superior proposal for purposes of the merger agreement means any written takeover proposal (as defined above but substituting 50% for all references to 15%) that the SCA Board determines in good faith, after consultation with its outside financial advisor and outside legal counsel, taking into account the timing, likelihood of consummation, legal, financial, regulatory and other aspects of such takeover proposal, including the identity of the third party making such takeover proposal and the financing terms thereof, and such other factors as the SCA Board considers to be appropriate, and taking into account any revisions to the terms of the merger agreement committed to in writing by

UnitedHealth Group in response to such takeover proposal, is more favorable to the stockholders of SCA from a financial point of view than the transactions contemplated by the merger agreement.

Change of Recommendation

The merger agreement requires the SCA Board to recommend that the SCA stockholders accept the offer and tender their shares of SCA common stock into the offer. In general, the SCA Board may not change such recommendation unless it has determined that the failure to so change its recommendation would be inconsistent with directors fiduciary duties, including as a result of a superior proposal.

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More specifically, other than as described below (any of the following being a change of recommendation), the SCA Board may not:

unless a recommendation change has been made in compliance with the terms of the merger agreement, fail to include the recommendation in favor of the transactions in the Schedule 14-9 or the prospectus/offer to exchange when it is distributed to the SCA stockholders;

change, qualify, withhold, withdraw or modify (or authorize or publicly propose to change, qualify, withhold, withdraw or modify) the recommendation in favor of the transactions in a manner adverse to UnitedHealth Group;

publicly recommend a tender or exchange offer by any person other than the Offeror;

adopt, approve or recommend, or publicly propose to adopt, approve or recommend a takeover proposal to the SCA stockholders;

make any public statement inconsistent with the recommendation in favor of the transactions; or

if a takeover proposal has been publicly announced or disclosed, either fail to recommend against such takeover proposal or fail to reaffirm its recommendation in favor of the transactions with UnitedHealth Group promptly following a written request by UnitedHealth Group to do so, in either case on or prior to the later of the fifth business day prior to the then-scheduled expiration date of the offer and the tenth business day after the public announcement or disclosure of any such takeover proposal (and in any event at least one business day prior to the then-scheduled expiration date of the offer).

The merger agreement also prohibits the SCA Board from authorizing, causing or permitting SCA or any of its subsidiaries to enter into any letter of intent, memorandum of understanding, agreement or agreement in principle with respect to any takeover proposal.

Notwithstanding anything to the contrary in the merger agreement, the SCA Board may, prior to the Offeror's acceptance of SCA shares tendered in the offer, in respect of a bona fide, written superior proposal that did not result from a breach of SCA's non-solicitation obligations (i) make a change of recommendation or (ii) terminate the merger agreement (subject to payment of the termination fee) in order to enter into a definitive agreement for such superior proposal, in either case if and only if prior to taking such action, the SCA Board has determined in good faith, after consultation with its independent financial advisor and outside legal counsel, that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law; provided that prior to taking such action:

SCA has given UnitedHealth Group at least five business days' prior written notice of its intention to take such action, including the terms and conditions of and the basis for such action, and the identity of the person making, any such superior proposal and has contemporaneously provided to UnitedHealth Group a

copy of the superior proposal or any proposed acquisition agreements and a copy of any related financing commitments in SCA's possession (or, in each case, if not provided in writing to SCA, a written summary of the terms thereof);

SCA has negotiated, and has caused its representatives to negotiate, in good faith with UnitedHealth Group during such five business days' period, to the extent UnitedHealth Group wishes to negotiate, any revisions to the terms of the merger agreement proposed by UnitedHealth Group;

following the end of such five business days' notice period, the SCA Board determines, after consultation with its independent financial advisor and outside legal counsel, and giving due consideration to the revisions to the terms of the merger agreement to which UnitedHealth Group has committed in writing, that the superior proposal would nevertheless continue to constitute a superior proposal (assuming the revisions committed to by UnitedHealth Group in writing were to be given effect) and that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law; and

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in the event of any change to any of the financial terms (including the form, amount and timing of payment of consideration) or any other material terms of such superior proposal, SCA will, in each case, have delivered to UnitedHealth Group an additional notice consistent with that described above and a new notice period will commence (except that the five business days notice period referred to above will instead be equal to two business days) during which time SCA will be required to comply with the requirements above anew with respect to such additional notice.

Neither SCA nor any of its subsidiaries may enter into a definitive agreement with respect to a superior proposal unless the merger agreement is terminated in accordance with its terms and SCA pays the termination fee.

Notwithstanding anything to the contrary contained in the merger agreement, other than in connection with a takeover proposal, the SCA Board may, at any time prior to the Offeror's acceptance of shares tendered in the offer, make a recommendation change in response to an intervening event if, prior to taking such action, the SCA Board has determined in good faith, after consultation with its independent financial advisor and outside legal counsel, that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, provided, however, that, prior to taking such action,

SCA has given UnitedHealth Group at least five business days prior written notice of its intention to take such action, and specifying in reasonable detail the intervening event and the potential reasons that the SCA Board is proposing to make a change of recommendation,

SCA has negotiated, and has caused its representatives to negotiate, in good faith with UnitedHealth Group during such five business day period, to the extent UnitedHealth Group wishes to negotiate, to enable UnitedHealth Group to propose revisions to the terms of the merger agreement such that it would cause the SCA Board to not make such change of recommendation, and

following the end of such five business day period, the SCA Board has considered in good faith any revisions to the terms of the merger agreement to which UnitedHealth Group has committed in writing, and has determined, after consultation with its independent financial advisor and outside legal counsel (assuming the revisions committed to by UnitedHealth Group in writing were to be given effect), that the failure to make a change of recommendation would be inconsistent with the directors' fiduciary duties under applicable law.

For the purposes of the merger agreement, an intervening event means a material event, development or change in circumstances with respect to SCA and its subsidiaries, taken as a whole, that occurred or arose after the date of the merger agreement, which (a) was unknown to and was not reasonably foreseeable by, the SCA Board as of or prior to the date of the merger agreement and (b) becomes known to or by the SCA Board prior to the Offeror's acceptance of shares tendered in the offer; provided, however that none of the following will constitute, or be considered in determining whether there has been, an intervening event: (i) the receipt, existence of or terms of a takeover proposal or any inquiry, request, proposal or discussion that could reasonably be expected to lead to a takeover proposal or any matter relating thereto or consequence thereof; (ii) changes in the market price or trading volume of the shares of SCA common stock on Nasdaq; (iii) the fact that SCA or its subsidiaries have exceeded or met in and of itself (or the failure of UnitedHealth Group to meet in and of itself) any internal or published projections, forecasts or predictions in respect of revenues, earnings or other financial or operating performance for any period ending on or after the date of the merger agreement; and (iv) changes in the market price or trading volume of the shares of UnitedHealth Group common stock on the NYSE (provided, however, that the underlying causes of such change or fact shall not be

excluded by clauses (ii), (iii) or (iv)).

Employee Benefit Matters

The merger agreement provides that for a period of twelve (12) months following the effective time of the first merger, UnitedHealth Group will provide (or cause to be provided) certain SCA employees who continue to

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be employed following the effective time of the first merger with (x) a base salary or base wage, bonus and incentive opportunities (excluding any equity based compensation awards, the TSPP, and any retention bonuses or special one-time payments) no less favorable than those provided to such SCA employees immediately prior to the effective time of the first merger, and (y) employee benefits including retirement and welfare benefits (excluding equity based compensation awards and the TSPP) that are, in the aggregate, no less favorable than those provided to the SCA employees immediately prior to the effective time of the first merger or, in UnitedHealth Group's discretion, are substantially comparable to those made available to similarly situated employees of UnitedHealth Group and its subsidiaries.

Following the effective time of the first merger, UnitedHealth Group will, or will cause the surviving company to, cause any employee benefit plans sponsored or maintained by UnitedHealth Group or the surviving company or any of their subsidiaries in which SCA employees are eligible to participate following the closing date to waive any pre-existing conditions or limitations, actively-at-work requirements and eligibility waiting periods under any welfare plans of UnitedHealth Group or its subsidiaries (subject to certain exceptions in the case of supplemental life insurance) and give the SCA employees credit for their years of service with SCA and its subsidiaries before the effective time of the first merger for all purposes including determining eligibility to participate, level of benefits (including severance benefits), benefit accrual and vesting under any applicable employee benefit plan maintained by UnitedHealth Group, as if such service had been performed with UnitedHealth Group, (except for any employee benefit plans that are frozen or grandfathered, for purposes of qualifying for any subsidized early retirement benefits, for benefit accrual under any defined benefit pension plans, or to the extent necessary to avoid duplication of benefits). In addition, UnitedHealth Group will honor (or cause to be honored) in accordance with their terms, including any right to amend or terminate, all existing employment and severance agreements with any officer, director, or employee of SCA and its subsidiaries (excluding agreements with any officers, directors or employees that primarily work at (i) certain related entities of SCA or (ii) a provider of health care services). The merger agreement provides that UnitedHealth Group may request in writing, not less than 10 days prior to the anticipated effective time of the first merger, that the SCA Board take such action as reasonably necessary to terminate SCA's 401(k) plans, effective as of the day prior to the effective time of the first merger.

Regulatory Approvals

UnitedHealth Group and SCA agreed to use their respective reasonable best efforts to take all actions necessary to obtain as soon as practicable any consent, waiver, authorization, order or approval, or any exemption by, any third party, including any governmental entity (including furnishing all information and documentary material required under the HSR Act) required to be obtained or made by UnitedHealth Group, the Offeror, Merger Sub, SCA or any of their respective subsidiaries in connection with the offer or the mergers.

Takeover Statutes

Each of SCA and UnitedHealth Group agreed that neither it nor its subsidiaries will take any action that would cause the transactions contemplated by the merger agreement or the tender and support agreement to be subject to requirements imposed by any takeover statute.

Public Announcements

Unless a change of recommendation has occurred, the parties will consult with one another prior to issuing, and provide each other with the opportunity to review and comment on, any public announcement, statement or other disclosure with respect to the merger agreement or the transactions, except as may be required by law or the rules and regulations of the NYSE or Nasdaq; however, each of SCA and UnitedHealth Group may make any public statements

in response to questions by the press, analysts, investors or analyst or investor calls, so long as such statements are not inconsistent with previous statements made jointly by SCA and UnitedHealth Group (or made by one party after having consulted with the other party).

Table of Contents***Transaction Litigation***

The terms of the merger agreement require SCA to give UnitedHealth Group the opportunity to participate in the defense or settlement of any stockholder litigation against SCA or its directors or executive officers relating to the transactions, including the offer and the mergers. SCA may not settle or offer to settle any such litigation commenced prior to or after the date of the merger agreement against SCA or its directors, executive officers or similar persons by any stockholder of SCA relating to the merger agreement, the offer, the mergers or the other transactions without UnitedHealth Group's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed to the extent that such settlement only requires (a) the issuance of additional disclosure or (b) the payment of money if the amount of money to be paid in connection with such settlement does not materially exceed any insurance proceeds that SCA reasonably expects to receive with respect to such action and any deductible in respect thereof. Each of UnitedHealth Group and SCA shall notify the other promptly (and in any event within 48 hours) of the commencement of any such stockholder action of which it has received notice.

Listing of UnitedHealth Group Common Stock; Delisting of SCA Common Stock

UnitedHealth Group agreed in the merger agreement to file a supplemental listing application with the NYSE with respect to the listing of the shares of UnitedHealth Group common stock to be issued or reserved for issuance in connection with the offer and the first merger, subject to official notice of issuance, prior to the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer.

SCA agreed in the merger agreement to cooperate with UnitedHealth Group and use reasonable best efforts to take, or cause to be taken, all actions reasonably necessary, proper or advisable on SCA's part under applicable law and the rules and policies of Nasdaq to enable the delisting of shares of SCA common stock from Nasdaq and the termination of its registration under the Exchange Act, in each case, as promptly as practicable after the effective time of the first merger. Such delisting and termination will not be effective until after the effective time of the first merger.

Debt Matters

From and after the date of the merger agreement, and through the earlier of the closing and the date on which the merger agreement is terminated in accordance with its terms, SCA and its subsidiaries and their respective representatives must use commercially reasonable efforts to provide all cooperation as may be reasonably requested by UnitedHealth Group to assist UnitedHealth Group in any repayment of SCA's debt obligations at or following the closing, including in each case taking all customary actions as may be necessary or desirable to effect any such transactions. This requirement will not (a) require SCA or any of its subsidiaries to agree to or to pay any fees, incur or reimburse any costs or expenses, or make any payment, prior to the occurrence of the closing or otherwise incur any liability or give any indemnities prior to the occurrence of the closing, (b) require SCA or any of its subsidiaries to take any action that would reasonably be expected to conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, the organizational documents of SCA or any of its subsidiaries, any applicable laws or any contract, (c) require SCA or any of its subsidiaries to execute or deliver any certificate, document, instrument or contract that is effective prior to the closing or agree to any change or modification of any existing certificate, document, instrument or contract that is effective prior to the closing (other than customary payoff letters), (d) require SCA or any of its subsidiaries or their respective representatives to enter into, execute or deliver any contract, or agree to any change or modification to any contract, that is effective prior to the occurrence of the closing or that would be effective if the closing does not occur, or (e) require cooperation to the extent it would unreasonably disrupt or interfere with the conduct of the business or operations of SCA or its subsidiaries.

UnitedHealth Group will indemnify, defend and hold harmless SCA and its subsidiaries and their representatives from and against any and all liabilities, obligations, losses, damages, claims, costs, expenses, awards, judgments and penalties suffered or incurred by any of them in connection with any actions taken at the request of UnitedHealth Group in relation to the debt matters described above.

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Rule 14d-10 Matters

The compensation committee of the SCA board, at a meeting to be held prior to the acceptance time, will duly adopt resolutions approving as an employment compensation, severance or other employee benefit arrangement within the meaning of Rule 14d-10(d)(1) under the Exchange Act, (i) each employment compensation, severance and other employee benefit plans of SCA presented to the compensation committee of the SCA board on or prior to the date of the merger agreement, (ii) the treatment of the SCA stock awards, as applicable, in accordance with the terms set forth in the merger agreement, and (iii) other terms set forth under the merger agreement, and will take all other actions necessary to satisfy the requirements of the non-exclusive safe harbor under Rule 14d-10(d)(2) under the Exchange Act with respect to the foregoing arrangements.

Resignations

SCA will use its reasonable best efforts to cause to be delivered to UnitedHealth Group resignations executed by each director of SCA in office as of immediately prior to the effective time of the first merger and effective upon the effective time of the first merger.

Conditions to the Offer

The Offeror will not be required to, and UnitedHealth Group will not be required to cause the Offeror to, accept for payment or, subject to applicable rules and regulations of the SEC, pay for any tendered shares of SCA common stock if, at the time that the offer expires (after taking into account any extension of the expiration date):

Minimum Tender Condition there have not been validly tendered in the offer and not properly withdrawn a number of shares of SCA common stock that, together with the shares of SCA common stock (if any) then owned by UnitedHealth Group, the Offeror and UnitedHealth Group's other subsidiaries, represents at least a majority of all then-outstanding shares of SCA common stock (excluding, for purposes of determining whether a sufficient number of shares have been tendered in the offer to satisfy the minimum tender condition, shares of SCA common stock tendered pursuant to guaranteed delivery procedures that have not yet been received, as such term is defined in Section 251(h) of the DGCL, by the depositary for the offer pursuant to such procedures);

HSR Clearance any waiting period (and extensions thereof) applicable to the offer and the mergers under the HSR Act has not expired or been terminated;

Effectiveness of Form S-4 the registration statement on Form S-4 relating to the exchange offer (of which this document is a part) has not been declared effective by the SEC under the Securities Act or a stop order suspending the effectiveness of such registration statement has been issued by the SEC or proceedings for that purpose have been initiated or threatened by the SEC;

Listing of UnitedHealth Group Common Stock the shares of UnitedHealth Group common stock to be issued in the offer and the first merger have not been approved for listing on the NYSE, subject to official notice of issuance (provided that UnitedHealth Group will not be entitled to invoke this condition if it has not

complied in all material respects with its obligations under the merger agreement with respect to submitting the requisite supplemental listing application to the NYSE); or

Other Conditions any of the following has occurred and continues to exist as of the expiration date:

No Legal Prohibition an injunction, whether temporary, preliminary or permanent, by any court or other tribunal of competent jurisdiction has been entered and continues to be in effect, or a law has been adopted or is effective, in each case that prohibits or makes illegal the consummation of the offer or the mergers;

Accuracy of SCA's Representations any of the representations and warranties of SCA contained in the merger agreement shall not be true and correct both at and as of the date of the merger agreement and at and as of the expiration date as though made at and as of the expiration date, other than for

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failures to be so true and correct (without regard to materiality, SCA material adverse effect and similar qualifiers contained in such representations and warranties) that have not had and would not reasonably be expected to have a SCA material adverse effect, except that this condition shall not be satisfied if (i) certain representations and warranties of SCA relating to corporate organization and qualification, the organizational documents of SCA, SCA's capitalization, required issuances of SCA, granting options or other similar rights with respect to equity interests of SCA, certain required payments of SCA, and the absence of a SCA material adverse effect are not true and correct at and as of the date of the merger agreement and at and as of the expiration date as though made at and as of the expiration date, except for any *de minimis* inaccuracies, and (ii) certain representations and warranties of SCA relating to the organizational documents of SCA's subsidiaries, debt securities and voting arrangements regarding SCA's securities, corporate authorization, due execution and delivery of the merger agreement, finders and brokers and Section 251(h) of the DGCL are not true and correct in all material respects at and as of the date of the merger agreement and at and as of the expiration date as though made at and as of the expiration date; provided, however, that representations and warranties that are made as of a particular date or period need be true and correct (in the applicable manner set forth above) only as of such date or period;

SCA's Compliance with Covenants SCA has failed to perform and comply in all material respects with all covenants and agreements required by the merger agreement to be performed or complied with by it prior to the expiration date;

SCA Closing Certificate SCA has failed to deliver to UnitedHealth Group a certificate, dated as of the expiration date and signed by SCA's Chief Executive Officer or another senior officer, certifying to the effect that the conditions regarding the accuracy of SCA's representations and warranties and compliance with its covenants have been satisfied;

SCA Tax Opinion SCA has not received a written opinion from Cleary Gottlieb, in form and substance reasonably satisfactory to SCA, dated as of the expiration date, to the effect that, on the basis of certain facts, representations and assumptions set forth or referred to in such opinion, the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code;

UnitedHealth Group Tax Opinion UnitedHealth Group has not received a written opinion from Hogan Lovells, in form and substance reasonably satisfactory to UnitedHealth Group, dated as of the expiration date, to the effect that, on the basis of certain facts, representations and assumptions set forth or referred to in such opinion, the offer and the mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code;

Termination of Merger Agreement the merger agreement has been terminated in accordance with its terms; or

Required Health Care Regulatory Consents SCA has failed to obtain all consents, authorizations, waivers and approvals and to make all filings, applications and notices, in each case, with respect to certificates of need and licenses to operate as an ambulatory surgery center or a hospital, as the case may be, required to be

obtained by SCA pursuant to applicable health care laws in order to consummate the transactions with respect to more than 6% of all facilities that provide health care services that are operated or managed by SCA, its subsidiaries or certain related entities of SCA.

The Offeror expressly reserves the right, prior to the expiration of the offer to waive any offer condition or modify the terms of the offer. However, without the prior written consent of SCA, the Offeror may not (and UnitedHealth Group will not permit the Offeror to): (1) reduce the number of shares of SCA common stock subject to the offer, (2) reduce the transaction consideration to be paid in the offer, (3) change the form of consideration payable in the offer, other than the election of UnitedHealth Group to increase the applicable cash consideration and proportionally decrease the applicable stock consideration in accordance with the terms of the merger agreement, (4) waive, amend or modify the minimum tender condition or the conditions relating to HSR

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clearance, the effectiveness of the registration statement on Form S-4 of which this document is a part, the approval for listing of the UnitedHealth Group shares to be issued in the offer and the first merger on the NYSE, there being no legal prohibitions against the offer or the mergers, and the receipt of tax opinions (provided that UnitedHealth Group will (and will cause the Offeror to) waive the tax opinions conditions upon SCA's written request), (5) add any condition to the offer other than those described above, (6) amend, modify or supplement any offer condition or, except as otherwise expressly permitted by the merger agreement, any other term of the offer, in each case, in any manner adverse to the holders of SCA common stock, (7) except as otherwise expressly required or permitted under the merger agreement, terminate or extend the offer, or (8) provide any subsequent offering period in accordance with Rule 14d-11 of the Exchange Act.

Conditions to the Mergers

The respective obligations of UnitedHealth Group, the Offeror, Merger Sub and SCA to consummate the mergers are subject to the satisfaction (or waiver by SCA or UnitedHealth Group if permissible under applicable law) on or prior to the closing date of the following conditions:

no injunction, whether temporary, preliminary or permanent, by any court or other tribunal of competent jurisdiction shall have been entered and shall continue to be in effect, and no law shall have been adopted or be effective, in each case that restrains, enjoins, prevents, prohibits or makes illegal the consummation of the mergers; and

the Offeror shall have accepted for payment and paid for all shares of SCA common stock validly tendered and not properly withdrawn pursuant to the offer.

Termination

The merger agreement may be terminated at any time before the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer only as follows and subject to any required authorizations of the SCA Board or the board of directors of UnitedHealth Group to the extent required by the DGCL, by mutual written consent of UnitedHealth Group and SCA or by either party:

Offer Not Completed if the offer has been terminated or expired in accordance with its terms (subject to the rights and obligations of UnitedHealth Group and the Offeror to extend the offer) without the satisfaction of the minimum tender condition and the satisfaction (or waiver by UnitedHealth Group) of the other offer conditions;

No Closing Before End Date if the Offeror has not accepted for payment the shares of SCA common stock tendered in the offer and not properly withdrawn on or prior to the end date; provided, however, that if all of the offer conditions, other than the condition relating to obtaining required health care regulatory consents, have been satisfied or waived (other than the minimum tender condition and those conditions which by their terms cannot be satisfied prior to the acceptance for exchange of shares of SCA common stock), and the offer has not been terminated theretofore, the end date may be extended one or more times to 12:01 a.m., New York City time, on the date that is ten business days following the then-current end date at the election

of UnitedHealth Group by delivery of written notice to SCA prior to the then current end date. UnitedHealth Group may only exercise such an extension up to a maximum of two times; or

Legal Prohibition if an order by a governmental entity of competent jurisdiction has been issued permanently restraining, enjoining or otherwise prohibiting consummation of the offer or either merger and such order has become final and nonappealable, except that such right to terminate will not be available to any party if such order (or such order becoming final and nonappealable) was due to such party's material breach of any covenant or other agreement of such party set forth in the merger agreement.

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In addition to the mutual termination rights described above, SCA may terminate the merger agreement at any time prior to the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer in the following circumstances:

UnitedHealth Group, the Offeror or Merger Sub's Breach if UnitedHealth Group, the Offeror or Merger Sub has breached or materially failed to perform any of their covenants or other agreements or any of their representations or warranties becomes inaccurate, which breach or inaccuracy, individually or in the aggregate, would reasonably be expected to have a UnitedHealth Group material adverse effect and such breaches, failures to perform or inaccuracies are not curable or are not cured by the earlier of (x) the end date, and (y) the date that is thirty calendar days following written notice from SCA to UnitedHealth Group describing such breach or failure or inaccuracy in reasonable detail; SCA will not be entitled to exercise this termination right if SCA is then in breach of any representation, warranty, covenant or other agreement in the merger agreement that would cause a failure of the closing conditions relating to the truth and accuracy of its representations and warranties and its compliance with its covenants (subject, in each case, to specified materiality standards) to be satisfied; or

Superior Proposal prior to the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer, in order to enter into a definitive agreement providing for a superior proposal concurrently with or immediately after such termination; SCA will only be entitled to exercise this termination right if it has complied in all respects with its obligations to provide UnitedHealth Group with the notice period and related opportunities discussed above in Merger Agreement Change of Recommendation (including an opportunity to negotiate revisions to the merger agreement), has complied in all material respects with its other non-solicitation and related obligations, and immediately prior to or concurrently with (and as a condition to) the termination of the merger agreement, SCA pays to UnitedHealth Group the termination fee in the manner described below under Merger Agreement Termination Fee .

In addition to the mutual termination rights described above, UnitedHealth Group may terminate the merger agreement at any time prior to the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer in the following circumstances:

SCA's Breach if SCA has breached or failed to perform any of its representations, warranties, covenants or other agreements in the merger agreement, which breach or failure to perform, if it occurred or was continuing to occur at the time of the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer, would result in a failure of the offer conditions relating to the truth and accuracy of SCA's representations and warranties or SCA's compliance with its covenants (subject, in each case, to specified materiality standards) to be satisfied, and such breaches, failures to perform or inaccuracies are not curable or are not cured by the earlier of (x) the date that is thirty days following written notice from UnitedHealth Group to SCA describing such breach or failure in reasonable detail and (y) the end date; UnitedHealth Group will not be entitled to exercise this termination right if UnitedHealth Group is then in breach of any representation, warranty, covenant or other agreement in the merger agreement that would cause a failure of any of the offer conditions to be satisfied; or

Change of Recommendation or Breach of the Non-Solicitation Obligations if, prior to the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer, the SCA Board effects a change of recommendation (provided that UnitedHealth Group's right to terminate for a change of recommendation expires at 11:59 p.m., New York City time, on the last business day of the first extension of the offer made by UnitedHealth Group in accordance with the merger agreement following a change of recommendation) or SCA has materially violated or materially breached its non-solicitation obligations with respect to takeover proposals under the merger agreement.

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Termination Fee

The merger agreement provides that SCA will pay UnitedHealth Group a termination fee of \$90 million if:

SCA terminates the merger agreement pursuant to the termination right described under SCA's termination rights related to Superior Proposal as described in Merger Agreement Termination ;

UnitedHealth Group terminates the merger agreement pursuant to the termination right described under UnitedHealth Group's termination rights related to Change of Recommendation or Breach of the Non-Solicitation Obligations as described in Merger Agreement Termination (including if SCA terminates the merger agreement pursuant to the termination rights described under SCA's termination rights related to Offer Not Completed or No Closing Before End Date as described in Merger Agreement Termination at a time at which UnitedHealth Group would have been entitled to terminate the merger agreement pursuant to the termination right described under UnitedHealth Group's termination rights related to Change of Recommendation or Breach of the Non-Solicitation Obligations as described in Merger Agreement Termination);

(a) after the date of the merger agreement, (i) a takeover proposal (with references to 15% in the definition of takeover proposal deemed to be references to 50%) is made directly to the SCA shareholders or publicly announced or publicly disclosed or (ii) a bona fide third party or group makes (or discloses its intention to make) a takeover proposal to any member of the SCA Board, and in either case the takeover proposal is not withdrawn in good faith at least five business days prior to termination of the merger agreement, and (b) thereafter, either SCA or UnitedHealth Group terminates the merger agreement pursuant to the termination rights described under Offer Not Completed or No Closing Before End Date or UnitedHealth Group terminates the merger agreement pursuant to the termination right described under SCA's Breach , in each case as described in Merger Agreement Termination and (c) within 12 months after such termination, SCA or any of its subsidiaries enters into a definitive agreement with respect to, or consummates, any transaction constituting a takeover proposal (with references to 15% in the definition of takeover proposal deemed to be references to 50%) (whether or not involving the same takeover proposal previously announced, disclosed or made known). In the event a termination fee is due as described in this bullet point as result of UnitedHealth Group's termination of the merger agreement pursuant to the termination right described under SCA's Breach as described in Merger Agreement Termination , then the termination fee will be offset by the amount of any damages recovered by UnitedHealth Group as a result of the relevant breaches, failures to perform or inaccuracies.

In no event will SCA be obligated to pay the termination fee on more than one occasion.

In the event that the termination fee is payable and SCA pays UnitedHealth Group the termination fee, the termination fee will be the sole and exclusive remedy of UnitedHealth Group, the Offeror and Merger Sub for any loss suffered as a result of any breach of any covenant or agreement of the merger agreement by SCA or for the failure of the transactions to be consummated, except in the case of SCA's fraud, intentional misrepresentation or other willful breach occurring prior to termination of the merger agreement.

Additionally, UnitedHealth Group, the Offeror, Merger Sub and SCA acknowledge in the merger agreement that the termination fee is not intended to be a penalty, but rather is liquidated damages in a reasonable amount that will

compensate UnitedHealth Group in the circumstances in which the termination fee is payable and which do not involve fraud, intentional misrepresentation or other willful breach, for the efforts and resources expended and opportunities foregone while negotiating the merger agreement and in reliance on the merger agreement and on the expectation of the consummation of the transactions contemplated by the merger agreement.

Expenses

All costs and expenses incurred in connection with the offer, the mergers, the merger agreement and the other transactions contemplated thereby shall be paid by the party to the merger agreement incurring or required

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to incur such expenses, whether or not the offer and the mergers are consummated, provided, however, that UnitedHealth Group, on the one hand, and SCA, on the other hand, shall be responsible for the payment of 50% of any filings fees under the HSR Act.

Remedies

Under the merger agreement, the parties have agreed that, prior to the valid termination of the merger agreement, each party will be entitled to, in addition to any other remedy that may be available to it (including monetary damages):

an injunction or injunctions to prevent any breaches of the merger agreement; and

a decree or order of specific performance specifically enforcing the terms and provisions of the merger agreement.

Indemnification; Directors and Officers Insurance

Under the merger agreement, from and after the effective time of the first merger, each of the surviving corporation and the surviving company must, and UnitedHealth Group must cause the surviving corporation and the surviving company, as applicable (a) to indemnify and hold harmless, to the fullest extent permitted by or otherwise contemplated by SCA's or any of its subsidiaries' organizational documents, each current and former director and officer of SCA and its subsidiaries and any other person entitled to indemnification under SCA's or any of its subsidiaries' organizational documents (in each case, solely when acting in such capacity) (together with their respective heirs, executors and administrators, the SCA indemnified parties) against any documented costs or expenses (including documented attorneys' fees), damages and other losses incurred in connection with any claims, actions or other proceedings arising out of or related to the fact that such person is or was a director or officer of SCA or its subsidiaries and pertaining to matters existing or occurring or actions or omissions taken at or prior to the effective time of the first merger (including the transactions contemplated by the merger agreement and actions to enforce these indemnification rights) and (b) to advance expenses to each SCA indemnified party as incurred to the fullest extent permitted or otherwise contemplated by SCA's or any of its subsidiaries' organizational documents, provided that any such SCA indemnified party provides an undertaking to repay such advances if it is ultimately determined by a final and nonappealable judicial determination that such person is not entitled to indemnification. In addition, for a period of six years following the effective time of the first merger, the provisions providing rights to indemnification, exculpation from liabilities for acts or omissions occurring at or prior to the effective time of the first merger and advancement of expenses currently included in SCA's or any of its subsidiaries' organizational documents or any existing indemnification agreements will continue in full force and effect in accordance with their terms and may not be amended, repealed or modified in any manner that would adversely affect the rights of such SCA indemnified parties, except as required by applicable law.

Prior to the effective time of the first merger, SCA will, and if SCA is unable to, the surviving company will promptly following the effective time of the first merger, obtain and fully pay the premium for the extension of SCA's current directors' and officers' liability coverage for a claims reporting or discovery period of at least six years from and after the effective time of the first merger from an insurer with the same or better credit rating as SCA's existing insurer and with terms, conditions, retentions and limits of liability no less favorable in the aggregate than those in the existing policy. If SCA and the surviving company fail to obtain such tail policy, then for six years after the effective time of the first merger, the surviving company must maintain in effect a directors' and officers' insurance and indemnification policy that provides coverage for claims arising from facts or events, or acts or omissions, occurring or alleged to

occur prior to the effective time of the first merger with terms, conditions, retentions and limits of liability no less favorable in the aggregate than those of SCA's existing policy, provided that the surviving company will not be required to pay annual premiums in excess of 200% of the premiums paid by SCA in 2016 for such insurance (the premium cap), and if such premiums for such

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insurance would at any time exceed the premium cap, then the surviving company will cause to be maintained policies of insurance which, in the surviving company's good faith determination, provide the maximum coverage available at an annual premium equal to the premium cap.

Modification or Amendment

At any time prior to the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer, the merger agreement may be amended by an amendment in writing and signed by UnitedHealth Group, the Offeror, Merger Sub and SCA.

Extensions and Waivers under the Merger Agreement

Under the merger agreement, at any time prior to the Offeror's acceptance for exchange of shares of SCA common stock tendered in the offer, either SCA or UnitedHealth Group, the Offeror and Merger Sub may, to the extent permissible by applicable law (a) extend the time for the performance of any of the obligations or other acts of the other parties; (b) waive any inaccuracies in the representations and warranties of the other parties; or (c) waive compliance by the other parties with any of the agreements or conditions for the benefit of the waiving party contained in the merger agreement.

Table of Contents**TENDER AND SUPPORT AGREEMENT**

This section describes certain material terms of the tender and support agreement. The description in this section and elsewhere in this document is qualified in its entirety by reference to the complete text of the tender and support agreement, a copy of which is attached as Annex B and is incorporated by reference into this document. This summary does not purport to be complete and may not contain all of the information about the tender and support agreement that is important to you in determining whether to tender your SCA shares in the offer. We encourage you to read the tender and support agreement carefully and in its entirety. The legal rights and obligations of the parties are governed by the specific language of the tender and support agreement and not this summary.

On January 7, 2017, concurrently with the execution of the merger agreement, the TPG stockholders entered into the tender and support agreement with UnitedHealth Group and the Offeror. Pursuant to the terms of the tender and support agreement, and pursuant to and in accordance with the terms of the offer, each TPG stockholder agreed to validly tender (or cause to be tendered), no later than fifteen business days after the commencement of the offer, all of the shares of SCA common stock beneficially owned by such TPG stockholder into the offer and to not withdraw (or cause to be withdrawn) such shares from the offer unless and until the expiration date or the termination of the tender and support agreement in accordance with its terms. Subject to the terms of the tender and support agreement, to the extent that any of such TPG stockholder's shares are not exchanged in the offer, each TPG stockholder further agreed that, during the time the tender and support agreement is in effect, at any annual or special meeting of the stockholders of SCA (including any adjournment or postponement thereof), such TPG stockholder would (a) appear at each such meeting or otherwise cause all of its shares of SCA common stock to be counted as present thereat for purposes of determining a quorum, and (b) be present and vote (or cause to be voted) such shares, among other things, (i) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach of any covenant, representation or warranty or other obligation of SCA contained in the merger agreement (or of any TPG stockholder contained in the tender and support agreement), or result in any of the offer conditions not being satisfied on or before the end date, (ii) against any agreement or arrangement related to or in furtherance of any takeover proposal, (iii) against any other action, agreement or transaction the consummation of which would reasonably be expected to materially impede, interfere with or delay the consummation of the transactions contemplated by the merger agreement by SCA, including any extraordinary corporate transaction, to the extent SCA is prohibited from taking any such action pursuant to the merger agreement, and (iv) in favor of the adoption and approval of the merger agreement and the transactions contemplated thereunder, in favor of any proposal to adjourn or postpone the meeting to a later date (if there are not sufficient votes for the adoption and approval of the merger agreement and the transactions contemplated thereby on the day such meeting is held), and in favor of any other matter necessary for the consummation of such transactions, in each case to the fullest extent that such TPG stockholder's shares of SCA common stock are entitled to vote thereon.

Pursuant to the tender and support agreement, each TPG stockholder also irrevocably appointed UnitedHealth Group (and any other person designated by UnitedHealth Group) as attorney-in-fact and proxy for and on behalf of such TPG stockholder, to (a) attend any and all stockholder meetings of SCA with respect to the above matters, and (b) vote, express consent or dissent with respect to such TPG stockholder's shares of SCA common stock in accordance with the above at any such meeting. UnitedHealth Group agreed not to exercise the proxy granted in the tender and support agreement for any purpose other than the purposes described in the tender and support agreement.

Pursuant to the tender and support agreement, each TPG stockholder also agreed, subject to limited exceptions for transfers to partners or members, certain affiliated entities and trusts, not to, directly or indirectly, (a) create or permit to exist any encumbrance on its shares of SCA common stock, other than certain permitted encumbrances, (b) transfer, sell, assign, gift, hedge, pledge or otherwise dispose of (whether by sale, liquidation, dissolution, dividend or distribution), or enter into any derivative arrangement with respect to, its shares of SCA common stock (or any

right or interest therein), or enter into any agreement or understanding to do so, (c) grant

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or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any of its shares of SCA common stock, (d) deposit or permit the deposit of its shares of SCA common stock into a voting trust or enter into a voting agreement with respect to its shares or (e) take or permit its representatives to take other action that would materially restrict, limit or interfere with the performance of such TPG stockholder's obligations under or the transactions contemplated by the tender and support agreement or otherwise make any representation or warranty of such TPG stockholder therein untrue or incorrect in any material respect. Under the tender and support agreement, each TPG stockholder agreed, and authorized SCA and its counsel, to notify SCA's transfer agent that there is a stop transfer order with respect to all of such TPG stockholder's shares of SCA common stock and that the tender and support agreement places limits on the voting and transfer of such shares, in each case, prior to the termination of the tender and support agreement. The tender and support agreement also contains customary representations and warranties of each of UnitedHealth Group, the Offeror and each TPG stockholder.

In addition, each TPG stockholder agreed (a) not to make a written demand or file a petition for appraisal, and waived and agreed not to exercise any appraisal rights or dissenters' rights pursuant to Section 262 of the DGCL or otherwise in respect of its shares of SCA common stock that may arise in connection with the offer and the first merger, and (b) not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against SCA and its successors relating to the negotiation, execution or delivery of the tender and support agreement or the merger agreement.

Each TPG stockholder also agreed (and agreed to cause its representatives) (a) to immediately cease and cause to be terminated any solicitation, discussions or negotiations by such TPG stockholder or its representatives with any persons (other than UnitedHealth Group and its representatives) that are ongoing with respect to a takeover proposal and (b) not to, directly or indirectly through intermediaries, (i) solicit, initiate, knowingly encourage or knowingly facilitate any inquiries regarding, or the making of any proposal or offer that constitutes, or could reasonably be expected to lead to, a takeover proposal, (ii) conduct, engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other person any information in connection with, or for the purpose of knowingly encouraging or knowingly facilitating, a takeover proposal (subject to certain exceptions in response to an unsolicited inquiry), and (iii) approve, endorse, recommend or enter into, or propose to approve, endorse, recommend or enter into, any letter of intent, term sheet, commitment, agreement or similar document or agreement in principle with respect to a takeover proposal. Each TPG stockholder also agreed to notify UnitedHealth Group as promptly as practicable (and in any event no later than twenty-four hours after receipt), among other things, in the event that such TPG stockholder or any of its representatives receives a takeover proposal or a request for information relating to SCA or its subsidiaries that contemplates a takeover proposal.

The tender and support agreement will terminate automatically with respect to each TPG stockholder upon the first to occur of (a) the effective time of the first merger, (b) the termination of the merger agreement in accordance with its terms, (c) the entry into any amendment or modification to the merger agreement that results in a decrease in, or change in the form of, the transaction consideration (other than as permitted pursuant to the terms of the merger agreement), (d) the date the offer terminates or the expiration date occurs, in each case without acceptance for payment of such TPG stockholder's shares of SCA common stock pursuant to the offer or (e) the mutual written consent of UnitedHealth Group and such TPG stockholder.

As of January 7, 2017, the TPG stockholders beneficially owned in the aggregate 12,156,480 shares of SCA common stock. The shares subject to the tender and support agreement represented approximately 30% of the shares of SCA common stock outstanding as of January 5, 2017.

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UnitedHealth Group common stock is listed on the NYSE under the symbol UNH, and SCA common stock is listed on Nasdaq under the symbol SCAI. The following table sets forth, for the periods indicated, as reported by the NYSE for UnitedHealth Group common stock and Nasdaq for SCAI common stock, the per share intraday high and low sales prices of each company's common stock.

	UnitedHealth Group common stock			SCA common stock		
	High	Low	Dividend	High	Low	Dividend
2014						
First Calendar Quarter	\$ 83.32	\$ 69.57	\$ 0.28	\$ 37.69	\$ 28.95	
Second Calendar Quarter	\$ 83.05	\$ 73.61	\$ 0.375	\$ 32.18	\$ 27.01	
Third Calendar Quarter	\$ 88.85	\$ 78.74	\$ 0.375	\$ 34.36	\$ 26.56	
Fourth Calendar Quarter	\$ 104.00	\$ 80.72	\$ 0.375	\$ 34.00	\$ 26.55	
2015						
First Calendar Quarter	\$ 123.76	\$ 98.46	\$ 0.375	\$ 36.60	\$ 30.82	
Second Calendar Quarter	\$ 124.11	\$ 111.12	\$ 0.50	\$ 40.99	\$ 33.86	
Third Calendar Quarter	\$ 126.21	\$ 95.00	\$ 0.50	\$ 40.44	\$ 31.91	
Fourth Calendar Quarter	\$ 125.99	\$ 109.61	\$ 0.50	\$ 40.95	\$ 27.88	
2016						
First Calendar Quarter	\$ 131.10	\$ 107.51	\$ 0.50	\$ 47.13	\$ 37.07	
Second Calendar Quarter	\$ 141.31	\$ 125.26	\$ 0.625	\$ 44.90	\$ 42.16	
Third Calendar Quarter	\$ 144.48	\$ 132.39	\$ 0.625	\$ 52.79	\$ 39.82	
Fourth Calendar Quarter	\$ 164.00	\$ 133.03	\$ 0.625	\$ 48.86	\$ 37.51	
2017						
First Calendar Quarter (through February 17, 2017)	\$ 164.97	\$ 156.09		\$ 57.44	\$ 44.43	

The following table sets forth the closing prices of UnitedHealth Group common stock on the NYSE and SCA common stock on Nasdaq as reported on January 6, 2017, the last day of trading prior to the public announcement of the execution of the merger agreement, and on February 17, 2017, the last practicable trading date prior to the commencement of the offer. The implied value per share of the SCA common stock consideration in the offer on each of the specified dates represents (i) the default cash consideration of \$11.40 per share plus (ii) the closing sales price of a share of UnitedHealth Group common stock on that date multiplied by the fraction obtained by dividing \$45.60 by the volume weighted average of the closing sale prices per share of UnitedHealth Group common stock on the NYSE on each of the five full consecutive trading days ending on and including that date.

	Per-Share SCA Closing Price	Per-Share UnitedHealth Group Closing Price	Implied Transaction Value of SCA Share
January 6, 2017	\$ 48.75	\$ 162.41	\$ 57.23
February 17, 2017	\$ 56.69	\$ 157.62	\$ 56.13

The market prices of shares of UnitedHealth Group common stock and SCA common stock will fluctuate prior to the expiration of the offer and thereafter, and may be different on the expiration date of the offer from the prices set forth above, and for SCA stockholders tendering shares in the offer, at the time they receive cash and shares of UnitedHealth Group common stock.

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Dividends

The timing, declaration, amount of, and payment of any dividends by UnitedHealth Group is within the discretion of the UnitedHealth Group board and will depend upon many factors, including UnitedHealth Group's financial condition, earnings, capital requirements of its operating subsidiaries, covenants associated with certain of UnitedHealth Group's debt service obligations, legal requirements, regulatory constraints, industry practice, ability to access capital markets, and other factors deemed relevant by the UnitedHealth Group board.

Since SCA's initial public offering, SCA has never declared or paid a cash dividend on SCA common stock. SCA intends to retain any earnings to finance the growth and development of its business and does not expect to declare or pay any cash dividends in the foreseeable future. The declaration of dividends is within the discretion of the SCA Board.

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CORPORATE GOVERNANCE OF UNITEDHEALTH GROUP

Directors and Executive Officers of UnitedHealth Group

Information about UnitedHealth Group's directors and executive officers can be found on Annex D hereto.

Director Independence

The UnitedHealth Group Board has adopted UnitedHealth Group's Standards for Director Independence, which are available on UnitedHealth Group's website at www.unitedhealthgroup.com. The Standards for Director Independence requirements exceed the independence standards set by the NYSE.

The UnitedHealth Group Board has determined that William C. Ballard, Jr., Richard T. Burke, Robert J. Darretta, Timothy P. Flynn, Michele J. Hooper, Rodger A. Lawson, Glenn M. Renwick, Kenneth I. Shine, M.D. and Gail R. Wilensky, Ph.D. are each independent under the NYSE rules and UnitedHealth Group's Standards for Director Independence and have no material relationships with UnitedHealth Group that would prevent the directors from being considered independent. Stephen J. Hemsley, UnitedHealth Group's CEO, is not an independent director. Edson Bueno, M.D., who also was not an independent director because he was the founder and CEO of Amil, passed away in February 2017.

In determining independence, the UnitedHealth Group Board considered, among other factors, the business relationships between UnitedHealth Group and its directors, their immediate family members (as defined by the NYSE) and their affiliated companies. The UnitedHealth Group Board considered whether any director or any nominee was a director, partner, significant shareholder or executive officer of an organization that has a relationship with UnitedHealth Group, and also considered charitable contributions that UnitedHealth Group or its affiliates made to organizations with which such directors or nominees are or have been associated. In particular, the UnitedHealth Group Board evaluated the following relationships and determined that such relationships were in the normal course of business and did not impair the directors' ability to exercise independent judgment:

Mr. Burke is an owner of Rainy Partners, LLC. Rainy Partners is a customer of UnitedHealth Group and paid UnitedHealth Group premiums for health insurance of approximately \$214,000 in 2016. These premiums were determined on the same terms and conditions as premiums for other comparable customers.

Dr. Wilensky is a Senior Fellow of Project HOPE. In 2016, Project HOPE paid UnitedHealth Group approximately \$1.3 million for premiums for health insurance. These premiums were determined on the same terms and conditions as premiums and fees for other comparable customers. UnitedHealth Group paid Project HOPE approximately \$354,000 for network provider services and approximately \$150,000 in sponsorship fees for a workforce health and productivity project in 2016. The United Health Foundation donated approximately \$190,000 to Project HOPE in 2016 in support of disaster relief in Haiti and its annual fundraising gala. Total fees paid by UnitedHealth Group and the United Health Foundation to Project HOPE during 2016 were less than 1% of Project HOPE's total revenues for 2016. Dr. Wilensky is neither directly nor indirectly involved in these relationships.

The UnitedHealth Group Board also considered relationships between UnitedHealth Group and organizations on which its non-employee directors or their immediate family members serve only as directors and determined that such relationships did not impair the directors' exercise of independent judgment.

Board Committees

The UnitedHealth Group Board has established four standing committees: the Audit Committee, the Compensation Committee, the Nominating Committee and the Public Policy Committee. These committees help the UnitedHealth Group Board fulfill its responsibilities and assist the Board in making informed decisions. Each

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committee operates under a written charter, and evaluates its charter and conducts a committee performance evaluation annually. The following table identifies the members of each committee as of March 14, 2017:

Director	Audit	Compensation	Nominating	Public Policy
William C. Ballard, Jr.				
Richard T. Burke*				
Robert J. Darretta				
Timothy P. Flynn				
Stephen J. Hemsley				
Michele J. Hooper				
Rodger A. Lawson				
Glenn M. Renwick				
Kenneth I. Shine, M.D.				
Gail R. Wilensky, Ph.D.				
Chairperson	Member	Financial Expert		

* Mr. Burke is the Chair of the Board and an ex-officio member of the Compensation Committee and Public Policy Committee. As an ex-officio member, Mr. Burke has a standing invitation to attend each committee meeting, but does not count for quorum purposes or vote on committee matters.

**Audit Committee
Committee Members:**

Meetings Held in 2016: 9

Glenn M. Renwick (Chair), Richard T. Burke, Robert J. Darretta and Michele J. Hooper

Primary Responsibilities:

The Audit Committee has responsibility for the selection and retention of the independent registered public accounting firm and assists the UnitedHealth Group Board by overseeing financial reporting and internal controls and public disclosure. The Audit Committee reviews and assesses the effectiveness of UnitedHealth Group's policies, procedures and resource commitment in the areas of compliance, ethics, privacy and data security, by interacting with personnel responsible for these functions. The Audit Committee also oversees management's processes to identify and quantify material risks facing UnitedHealth Group. The Audit Committee establishes procedures concerning the receipt, retention and treatment of complaints regarding accounting, internal accounting controls and auditing matters. The Audit Committee operates as a direct line of communication between the UnitedHealth Group Board and UnitedHealth Group's independent registered public accounting firm, as well as its internal audit, compliance and legal personnel.

Independence:

Each of the Audit Committee members is an independent director under the NYSE listing standards and the SEC rules. The UnitedHealth Group Board has determined that Messrs. Renwick, Burke and Darretta and Ms. Hooper are audit committee financial experts as defined by the SEC rules.

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**Compensation Committee
Committee Members:**

Meetings Held in 2016: 5

Rodger A. Lawson (Chair), William C. Ballard, Jr. and Gail R. Wilensky, Ph.D.

Primary Responsibilities:

The Compensation Committee is responsible for overseeing UnitedHealth Group's policies and practices related to total compensation for executive officers, the administration of UnitedHealth Group's incentive and equity-based plans and the risk associated with its compensation practices and plans. The Compensation Committee also establishes UnitedHealth Group's employment arrangements with its CEO and other executive officers, conducts an annual performance review of the CEO, and reviews and monitors director compensation programs and UnitedHealth Group's stock ownership guidelines.

Independence:

Each of the Compensation Committee members is an independent director under the NYSE listing standards and the SEC rules, a non-employee director under the SEC rules and an outside director under the Internal Revenue Code of 1986 (the "Internal Revenue Code").

**Nominating Committee
Committee Members:**

Meetings Held in 2016: 3

Michele J. Hooper (Chair), William C. Ballard, Jr. and Richard T. Burke

Primary Responsibilities:

The Nominating Committee's duties include identifying and nominating individuals to be proposed as nominees for election as directors at each Annual Meeting of UnitedHealth Group or to fill Board vacancies, conducting the Board evaluation process, evaluating the categorical standards which the UnitedHealth Group Board uses to determine director independence, and monitoring and evaluating corporate governance. The Nominating Committee also oversees Board processes and corporate governance-related risk.

Independence:

Each of the Nominating Committee members is an independent director under the NYSE listing standards.

**Public Policy Committee
Committee Members:**

Meetings Held in 2016: 4

Gail R. Wilensky, Ph.D. (Chair) and Kenneth I. Shine, M.D.

Edson Bueno, M.D. served on the Public Policy Committee until his passing in February 2017.

Primary Responsibilities:

The Public Policy Committee is responsible for assisting the UnitedHealth Group Board in fulfilling its responsibilities relating to UnitedHealth Group's public policy, health care reform and modernization activities, political contributions, government relations, community and charitable activities and corporate social responsibility. The Public Policy Committee is also responsible for overseeing the risks associated with these activities.

Independence:

Dr. Wilensky and Dr. Shine are each independent directors under the NYSE listing standards.

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EXECUTIVE COMPENSATION OF UNITEDHEALTH GROUP

Set forth below is information concerning UnitedHealth Group's compensation program. The definitive proxy statement for UnitedHealth Group's 2017 Annual Meeting of Shareholders may include additional information related to the topics discussed below. As used in this section, the terms we, our, us, its, or UnitedHealth Group, refer to UnitedHealth Group Incorporated and its subsidiaries, and Compensation Committee refers to the Compensation Committee of the UnitedHealth Group Board.

Executive Summary

UnitedHealth Group's compensation program is designed to attract and retain highly qualified executives and to maintain a strong link between pay and the achievement of enterprise-wide goals. We emphasize and reward teamwork and collaboration among executive officers, which we believe fosters growth and performance, optimizes the use of enterprise-wide capabilities, drives efficiencies and integrates products and services for the benefit of our customers and other stakeholders.

In determining 2016 executive compensation, the Compensation Committee considered UnitedHealth Group's strong growth, operating performance and financial results, all of which were achieved in an uncertain environment, as well as individual executive performance. Some of our key business results for 2016 were:

Revenues increased 17.7% to \$184.8 billion from \$157.1 billion in 2015;

Operating earnings increased 17.3% year-over-year to \$12.9 billion, and net earnings attributable to UnitedHealth Group common shareholders increased to over \$7 billion and were supported by cash flows from operations of \$9.8 billion;

Adjusted earnings per share¹ increased 24.8% to \$8.05 per share from \$6.45 per share in 2015;

Return on equity exceeded 19% in 2016;

Total shareholder return, which is defined as the increase in stock price, together with dividends paid, was 38% in 2016 and 120% over the 2014-2016 time period;

Our annual cash dividend rate increased to \$2.50 per share, paid quarterly, representing a 25% increase over the annual cash dividend rate of \$2.00 per share paid quarterly since the second quarter of 2015;

We repurchased \$1.28 billion in stock at an average price of \$128.97 per share;

UnitedHealth Group was the top ranking company in the insurance and managed care sector on *Fortune's* 2017 World's Most Admired Companies list, based on 2016 results. This is the seventh consecutive year UnitedHealth Group has ranked No. 1 overall in its sector; and

UnitedHealth Group was named to both the Dow Jones Sustainability World and North America Indices for the 18th consecutive year.

The Compensation Committee believes that total compensation for the executive officers listed in the 2016 Summary Compensation Table (the named executive officers or NEOs) should be heavily weighted toward long-term performance-based compensation. In 2016, long-term compensation represented approximately 70% of the total mix of compensation granted to our named executive officers. The elements of compensation for our named executive officers were unchanged from 2015.

We endeavor to maintain strong governance standards in the oversight of our executive compensation programs, including the following policies and practices that were in effect during 2016:

Performance-based compensation arrangements, including performance-based equity awards, that use a variety of performance measures, with different measures used for annual and long-term plans.

¹ Adjusted earnings per share is a non-GAAP financial measure. Refer to Reconciliation of Non-GAAP Financial Measures at the end of this section for a reconciliation of adjusted earnings per share to the most directly comparable GAAP measure.

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Double-trigger accelerated vesting of time-based equity awards, requiring both a change in control and a qualifying employment termination, which is our only change in control consideration.

No excise tax gross-ups or executive-only perquisites such as company cars, security systems or financial planning.

A compensation clawback policy that entitles the UnitedHealth Group Board to seek reimbursement from our senior executives if they are involved in fraud or misconduct that causes a material restatement, or in the event of a senior executive's violation of non-compete, non-solicit or confidentiality provisions.

A stock retention policy that generally requires executive officers to hold, for at least one year, one-third of the net shares acquired upon vesting or exercise of any equity award.

Stock ownership guidelines for our executive officers, each of whom complied with the applicable ownership guidelines as of December 31, 2016. Mr. Hemsley, our CEO, owned shares equal to 424 times his base salary as of March 14, 2017.

Prohibition on repricing of stock options and stock appreciation rights without shareholder approval.

Annual advisory shareholder vote to approve UnitedHealth Group's executive compensation.

The direct retention by the Compensation Committee of its independent compensation consultant, Pay Governance LLC, which performs no other consulting or other services for UnitedHealth Group. For 2017, we eliminated our long-term performance cash plan so that going forward all long-term incentive awards will be delivered in equity.

As discussed in detail below and reflected in the 2016 Summary Compensation Table, in 2016, the Compensation Committee determined that our CEO, Mr. Hemsley, should receive the following compensation:

Base salary of \$1.3 million, which is unchanged since 2006;

Annual cash incentive award of \$4 million, which represents 154% of his target opportunity;

Long-term cash incentive award of \$908,500 for the 2014-2016 performance period, which represents above target performance by UnitedHealth Group against pre-set 2014-2016 long-term incentive plan performance goals;

A performance-based restricted stock unit opportunity (performance shares) with a target grant date fair value of \$4.675 million, restricted stock units (RSUs) with a grant date fair value of \$2.337 million, and non-qualified stock options with a grant date fair value of \$2.337 million; and

Matching contributions of \$133,425 made under UnitedHealth Group s 401(k) plan and Executive Savings Plan.

Compensation Discussion and Analysis

Philosophy and Objectives of our Compensation Program

We seek to attract and retain highly qualified executives and establish a strong pay-for-performance alignment by linking senior management compensation to enterprise and individual performance goals. The primary objectives of our executive compensation program are to:

Align the economic interests of our executive officers with those of our shareholders.

Reward performance that advances our mission of helping people live healthier lives and helping to make the health system work better for everyone.

Attract, motivate and retain highly qualified executive officers.

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Reward performance that emphasizes teamwork and close collaboration among executive officers while also recognizing individual performance.

Reward performance that supports UnitedHealth Group's values.

Foster an entrepreneurial spirit with innovative thinking and action, and effective and accountable management, and that leverages the ingenuity of our employees.

Compensation Program Principles

Our Compensation Committee uses the following principles to implement our compensation philosophy and achieve our executive compensation program objectives:

Pay-for-sustainable performance. A substantial portion of the total compensation of our executive officers is earned based on achievement of enterprise-wide goals that affect shareholder value.

Enhance the long-term value of the business. Our incentive compensation design and the performance measures we select encourage executive officers to focus on enhancing the longer-term value of UnitedHealth Group and avoid excessive risk-taking.

Reward long-term growth, and focus management on sustained success and shareholder value creation. Compensation of our executive officers is heavily weighted toward long-term equity awards. These awards encourage sustained performance and positive shareholder returns.

Provide standard benefits and very limited perquisites. We provide standard employee benefits and very limited perquisites to our executive officers. We generally do not have any executive-only benefits or perquisites, which we believe is appropriate in our culture and does not impact our ability to attract and retain top executive talent.

Determination of Total Compensation

Role of the Compensation Committee

The Compensation Committee oversees UnitedHealth Group's policies and philosophy related to total compensation for executive officers. The Compensation Committee approves the compensation for the named executive officers based on its own evaluation, input from our CEO (for all executive officers except himself), internal pay equity considerations, the tenure, role and performance of each named executive officer, input from its independent consultant and market data.

In addition, in making compensation decisions, the Compensation Committee considers the results of UnitedHealth Group's annual shareholder advisory votes approving UnitedHealth Group's executive compensation. Since our inaugural vote in 2011, more than 95% of the votes cast have been in favor of UnitedHealth Group's executive compensation at each of our annual meetings. The Compensation Committee believes these shareholder votes indicate

strong support for UnitedHealth Group's executive compensation program.

The Compensation Committee's Use of an Independent Compensation Consultant

The Compensation Committee retains a separate independent compensation consultant, Jon Weinstein of Pay Governance LLC, to advise the Compensation Committee on executive and director compensation matters, assess total compensation program levels and program elements for executive officers and evaluate competitive compensation trends. Pay Governance does not provide any other services to UnitedHealth Group and does not perform any work for management. The Compensation Committee has assessed the independence of Mr. Weinstein and of Pay Governance, specifically considering, in accordance with SEC rules, whether Mr. Weinstein and Pay Governance had any relationships with UnitedHealth Group, our officers or our Board

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members that would impair their independence. Based on this evaluation, the Compensation Committee concluded that Mr. Weinstein's and Pay Governance's work for the Compensation Committee does not raise any conflict of interest.

Competitive Positioning

The Compensation Committee believes that total compensation for the named executive officers should be heavily weighted toward long-term performance-based compensation, but it does not target a specific mix of annual and long-term compensation or cash and equity compensation and does not formulaically set compensation amounts.

In general, the Compensation Committee's goal is to achieve total compensation for the named executive officers as a group that falls within a range of the 50th to 75th percentiles of the market data for our peer group (as discussed below) if paid at target. Target total compensation of our named executive officers as a group in 2016, consisting of base salary, target annual cash incentive award, target long-term cash incentive award and the grant date fair value of equity awards (including performance shares at target), resulted in a target compensation opportunity for our named executive officers in the aggregate between the 50th and the 75th percentiles of the market data for our peer group. The Compensation Committee believes this range is an appropriate reflection of UnitedHealth Group's size, complexity and relative performance over the past several years. The following briefly summarizes the processes followed by the Compensation Committee to select competitive compensation benchmark data and how the Compensation Committee uses this data.

At the request of the Compensation Committee, Pay Governance conducts an annual review of UnitedHealth Group's compensation peer group. This review ensures that the peer group companies remain appropriate from a business and talent perspective and occurs at the second quarter Compensation Committee meeting because recent financial and compensation data are generally available.

The Compensation Committee uses the following methodology, which formulates a peer group focused on the industries reflected in the prior career experience of approximately 250 of UnitedHealth Group's senior leaders:

All U.S. publicly traded companies in the following industries as the starting point:

Health care	Pharma/Biotech/Life Sciences
Insurance	Financial Services
Technology	Professional Services (<i>e.g.</i> , consulting, accounting)

Limit the list to the largest companies by revenue and market cap to avoid companies of significantly smaller scope; and

Add major companies located near UnitedHealth Group's headquarters and primary operating locations to reflect relevant geographic markets for talent.

This screening process resulted in the 52 companies set forth under "Peer Group and Managed Care Companies" below. As compared to the peer group, UnitedHealth Group is:

Approximately at the 95th percentile on a revenue basis;

Approximately at the 70th percentile on a market cap basis;

Approximately at the 70th percentile in earnings from operations; and

Approximately at the 75th percentile in number of employees.

The Compensation Committee also considers market data from the four largest publicly traded managed care companies with which we compete for business, three of which are in the 52-company peer group described

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above. However, the Compensation Committee does not use this group of managed care companies as a primary reference point for benchmarking compensation practices because UnitedHealth Group is substantially larger, more complex and more diverse than these companies, and because we believe that UnitedHealth Group competes primarily for talent and capital with other successful large companies across a broader group of industries.

Once the process is concluded and peer group companies are selected, the Compensation Committee generally uses the data as follows:

At the fourth quarter Compensation Committee meeting, Pay Governance presents an annual review of the market competitiveness of UnitedHealth Group's executive compensation program for UnitedHealth Group's executive officers. The review compares the compensation opportunities provided to UnitedHealth Group's executive officers to peer group companies on a position-by-position basis and on an aggregate basis.

At the first quarter meeting, the Compensation Committee determines pay opportunities for each officer using the market competitiveness assessment from the previous fourth quarter as a reference point. In addition, the Compensation Committee takes into consideration UnitedHealth Group's performance against previously established performance goals, each officer's individual performance, internal equity, the CEO's recommendations, and other relevant business performance that may not be adequately captured by UnitedHealth Group and individual officer goals.

The companies that were included in the 2016 peer group and the four managed care companies are listed at the end of this Compensation Discussion and Analysis.

Role of Management and CEO in Determining Executive Compensation

The Compensation Committee has the responsibility to approve and monitor all compensation for our executive officers. Management recommends appropriate enterprise-wide financial and non-financial performance goals for use in incentive compensation. Our CEO assists the Compensation Committee by evaluating the performance of the executive officers that report directly to him and recommending compensation levels for these executive officers.

Use of Tally Sheets and Wealth Accumulation Analysis

When approving compensation decisions, the Compensation Committee reviews comprehensive tally sheet information for each of our executive officers. These tally sheets are prepared by management and quantify the elements of each executive officer's total compensation. The tally sheets include a summary of all equity awards previously granted to each executive officer, the gain realized from past vesting or exercise of equity awards, the projected value of accumulated equity awards based upon various stock price scenarios, and compensation to be paid under various potential employment termination scenarios. This is done to effectively analyze the compensation each executive officer has accumulated to date and to fully understand the amount the executive officer could potentially accumulate in the future.

Table of Contents***Elements of our Compensation Program****Overview*

The compensation program for our named executive officers consists of the following elements:

Compensation Element	Objective	Type of Compensation
Base salary	To provide a base level of cash compensation for executive officers	Annual compensation, not variable
Annual cash incentive awards	To encourage and reward executive officers for achieving annual corporate performance goals and individual performance results	Annual performance compensation, variable
Long-term cash incentive awards (no new awards after 2017 replaced with long-term performance shares)	To encourage and reward executive officers for achieving three-year corporate performance goals	Long-term performance compensation, variable
Equity awards	To motivate and retain executive officers and align their interests with shareholders through the use of: Performance shares to motivate sustained performance and growth and potentially assist executives in building ownership in UnitedHealth Group RSUs to retain executive officers and build stock ownership positions Non-qualified stock options to encourage sustained stock price appreciation	Long-term performance compensation, variable
Employee benefits	To promote health, well-being and financial security of employees, including executive officers; constitutes the smallest part of total	Annual indirect compensation, not variable

remuneration

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As reflected in the charts below, the mix of total target compensation granted in 2016 to our named executive officers was heavily weighted towards performance-based and long-term incentive compensation, with long-term incentive awards making up approximately 70% of total target compensation for our named executive officers.

*Annual Compensation***Base Salary**

The Compensation Committee generally determines base salary levels for our named executive officers early in the fiscal year. In June 2016, the Compensation Committee approved an increase in the base salary for Mr. Rex upon his promotion to Chief Financial Officer, which was effective June 7, 2016. There were no other changes to the base salaries of the other named executive officers:

Name	2016 Base Salary (\$)	2015 Base Salary (\$)	Increase From 2015 to 2016 (%)
Stephen J. Hemsley	1,300,000	1,300,000	0%
John F. Rex	800,000	625,000	28%
David S. Wichmann	1,100,000	1,100,000	0%
Larry C. Renfro	1,100,000	1,100,000	0%
Marianne D. Short	800,000	800,000	0%

Annual Cash Incentive Awards*2016 Annual Incentive Plan Performance Goals*

Annual cash incentive awards may be paid if UnitedHealth Group meets or exceeds annual performance goals for that year as determined by the Compensation Committee. In establishing the performance measures for the 2016 annual cash incentive awards, the Compensation Committee sought to align broadly the compensation of our executive officers with key elements of UnitedHealth Group's 2016 business plan. Development of UnitedHealth Group's 2016 business plan was a robust process that involved input from all of UnitedHealth Group's business units and was reviewed with the UnitedHealth Group Board in the fourth quarter of 2015 and the first quarter of 2016. These performance measures are based on enterprise-wide measures because the Compensation Committee believes that the named executive officers share the responsibility to support the goals and performance of UnitedHealth Group as key members of UnitedHealth Group's leadership team.

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The following table sets forth the performance measures and goals established, as well as actual 2016 performance results:

2016 Performance Measure	Weight	Threshold Performance	Target Performance	Maximum Performance	Actual 2016 Performance
Revenue*	1/3	\$ 172.425 billion	\$ 181.5 billion	\$ 190.575 billion	\$ 184.828 billion
Operating Income*	1/3	\$ 11.241 billion	\$ 13.225 billion	\$ 15.209 billion	\$ 13.280 billion
Cash Flows from Operations*		\$ 8.075 billion	\$ 9.5 billion	\$ 10.925 billion	\$ 9.795 billion
Stewardship:	1/3	2015 results for customer and physician satisfaction, teamwork, and employee engagement	2 points above 2015 results for customer and physician satisfaction; 1 point above 2015 results for teamwork and employee engagement	4 points above 2015 results for customer and physician satisfaction; 2 points above 2015 results for teamwork and employee engagement	At threshold for customer and physician satisfaction; at target for employee engagement and teamwork
Customer and Physician Satisfaction					
Employee Engagement					
Employee Teamwork					

* UnitedHealth Group's annual incentive plan allows for adjustments to UnitedHealth Group's reported results for the impact of changes in accounting principles, extraordinary items and unusual or non-recurring gains or losses, including significant differences from the assumptions contained in the financial plan upon which the incentive targets were established. Adjustments to reported results are intended to better reflect executives line of sight/ability to affect payouts, align award payments with growth of UnitedHealth Group's business, avoid artificial inflation or deflation of awards due to unusual or non-recurring items in the applicable period and emphasize UnitedHealth Group's preference for long-term and sustainable growth. We adjusted 2016 operating income to exclude the impact of our estimated share of guaranty association assessments resulting from the liquidation of Penn Treaty Network America Insurance Company and its subsidiary (Penn Treaty) of \$350 million. Penn Treaty is completely unaffiliated with, is not owned by, and does not share any executive officers or directors with, UnitedHealth Group. Under state guaranty association laws, we and other insurance companies are required to cover a portion of Penn Treaty's obligations to its policyholders when it became insolvent. The Committee felt it was appropriate to exclude the impact of the Penn Treaty charge since management had no control over this matter and there was no consideration for Penn Treaty included in the 2016 performance measure and goal setting process.

Context for the 2016 Annual Cash Incentive Plan Performance Goals

The 2016 financial performance measures at target level represented year-over-year growth in revenues of \$24.4 billion, or 15.5%; year-over-year growth in operating income of \$2.2 billion, or 20.0%; and year-over-year decrease in operating cash flows of \$240 million due to unusually strong operating cash flows in 2015. These targets reflected a full-year of Catamaran results following its acquisition in mid-2015 and the view that there would be a

continued challenging business environment in 2016, including the following expectations:

Continued marketplace disruption and financial uncertainty related to certain elements of the public health insurance exchanges, including the level of enrollment growth and enrollee health status, risk-adjustment payments, the transitional reinsurance program, and the availability of funds to support the risk-corridor provision;

There would not be net favorable development in previously reported medical costs payable estimates; and

There would be continued funding pressures in government programs.

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The 2016 non-financial performance measures were based on survey data results and, at target levels, represented increases over 2015 performance in all categories. These measures were viewed to be important to longer-term financial success, customer satisfaction, and employee welfare that might not be immediately reflected in annual financial results. The Compensation Committee was of the view that the breadth of financial and non-financial performance measures for the 2016 annual cash incentive award would motivate executive officers to achieve results that contribute to value creation for our shareholders on a long-term basis and avoid excessive risks.

At the beginning of 2016, the Compensation Committee believed that achievement of the annual incentive goals required substantial performance on a broad range of initiatives contained in the 2016 business plan. These initiatives included the following:

Grow medical enrollment in UnitedHealthcare by approximately 1,850,000 people;

Continue to enhance the quality and operations of our government businesses to compensate for continued expected funding pressures;

Continue to innovate in commercial products, service and distribution;

Evaluate appropriate level of future participation in the public health insurance exchanges, and minimize the disruption of any reduction in participation;

Deliver more effective and comprehensive clinical management, and continue expanding the proportion of our network operating with value-based contracts;

Increase UnitedHealth Group's net promoter score and enhance customer service;

Execute on Optum's growth and alignment initiatives, with major focus areas including care delivery, technology-enabled services and pharmacy care services;

Realize planned synergies from integration and alignment of the Catamaran acquisition with OptumRx; and

Further improve our consolidated operating cost ratio after considering the impact of changes in business mix.

With respect to these initiatives, UnitedHealth Group significantly exceeded its enrollment targets, adding nearly 2.2 million new members, and improved net promoter scores in many, but not all, of its businesses. UnitedHealthcare further improved its Medicare Star ratings and Optum achieved its combined revenue and earnings growth projections, exceeding targeted synergies from the Catamaran acquisition. In addition, the amount of medical spend covered under value-based arrangements increased to nearly \$53 billion, the consolidated operating cost ratio

decreased to 15.4%, which includes the impact of Penn Treaty, and UnitedHealth Group achieved or made substantial progress on all of the other initiatives listed above.

Revenues were significantly above target levels. Operating income for 2016 was above target after excluding the \$350 million pre-tax impact to earnings of UnitedHealth Group during the fourth quarter of 2016 for the Penn Treaty matter that was not contemplated when the targets were established. This above target performance was achieved despite significantly higher than expected losses related to UnitedHealth Group's individual health insurance exchange products. Cash flows from operations for 2016 were also above target.

Non-financial performance measures were at target levels except for customer and physician satisfaction, which was between threshold and target performance levels. Adjusted earnings per share increased 25% in 2016, and UnitedHealth Group's total shareholder return was 38%, reflecting continued successful performance in an uncertain environment.

While UnitedHealth Group uses defined performance measures and weightings to determine an overall funding level for UnitedHealth Group's bonus pool, individual annual cash incentive awards are not purely

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formulaic. In determining the amount of the actual annual incentive award to be paid, the Compensation Committee considers the CEO's recommendations for executive officers, the business performance underlying each of the performance measures, macroeconomic factors disproportionately impacting business performance, individual executive performance, market positioning, teamwork and related matters. The Compensation Committee retains discretion to pay an annual incentive award that is higher or lower than the performance level achieved based on these considerations if threshold performance is achieved on any performance measure. However, the overall pool cannot be exceeded.

Determination of 2016 Annual Cash Incentive Award Opportunities

At the beginning of each year, the Compensation Committee approves an annual cash incentive target opportunity for each executive officer as a percentage of the executive officer's base salary.

The target opportunities established for the named executive officers are intended to increase collaboration, teamwork and accountability across the enterprise, to recognize the skills and versatility of each executive officer and to reflect relative contributions to the success of the overall enterprise. At the end of the fiscal year, the Compensation Committee reviews UnitedHealth Group's achievement of the performance goals set at the beginning of the year and determines annual cash incentive awards based on such performance. In determining these awards, the Compensation Committee has the ability to use its discretion to increase or decrease the actual awards made in view of actual performance, individual contributions and overall business and market conditions.

The Compensation Committee evaluated UnitedHealth Group's 2016 performance against the performance goals, overall business results, economic conditions, and individual performance objectives, and exercised its discretion to adjust the 2016 annual cash incentive awards such that they represented between 152% and 184% of the targets set at the beginning of 2016 for named executive officers. The target percentages for annual cash incentive awards to our named executive officers and the actual 2016 annual cash incentive awards paid are set forth in the table below. An explanation of how the individual amounts were determined follows the table.

2016 Annual Cash Incentive Awards

Name	Target Percentage (% of Salary)	Target Award Value (\$)	Actual Award Paid (\$)	Paid Award (% of Target)
Stephen J. Hemsley	200%	2,600,000	4,000,000	154%
John F. Rex	115%	920,000	1,400,000	152%
David S. Wichmann	185%	2,035,000	3,750,000	184%
Larry C. Renfro	185%	2,035,000	3,750,000	184%
Marianne D. Short	100%	800,000	1,250,000	156%

In determining the 2016 annual cash incentive award amounts, the Compensation Committee took into account UnitedHealth Group's performance against the 2016 annual performance goals set forth in the table above, business results described under "Context for the 2016 Annual Cash Incentive Plan Performance Goals" and a qualitative assessment of individual performance and accomplishments. Individual factors considered are as follows:

For Mr. Hemsley, the Compensation Committee coordinates a formal performance evaluation by all non-management directors. The 2016 performance evaluation focused on the following areas: strategic focus; vision and values; corporate performance; board relations; leadership and organization effectiveness; corporate reputation and government relations. The Compensation Committee concluded that Mr. Hemsley's performance was outstanding in each category.

Mr. Rex's individual performance considerations included assumption of the role of Chief Financial Officer and additional enterprise responsibilities as part of the Office of the Chief Executive; oversight of all finance, audit and financial compliance functions across the enterprise and responsibility for treasury, mergers and acquisitions and venture and private equity investment activity.

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Mr. Wichmann's individual performance considerations included his strong leadership as President of UnitedHealth Group and oversight leadership of UnitedHealthcare's businesses; continued growth at UnitedHealthcare; strategic leadership of UnitedHealth Group's significant merger and acquisition agenda; leadership in developing new business platforms addressing multibillion dollar growth opportunities; developing and implementing more modern and engaging approaches to serving care providers and consumers through intuitive technologies; enterprise wide technological advancement and simplification initiatives; and expanded development of global businesses and operations.

Mr. Renfro's individual performance considerations included strong leadership as Vice Chair of UnitedHealth Group in addition to his responsibilities as CEO of Optum; significant progress towards the multi-year One Optum strategic direction, related development of large scale business partnerships and continued growth; related organizational and operational simplification initiatives; recruitment of high level senior talent from nontraditional sources to strengthen and diversify the Optum leadership team; and successful acquisition and integration activities focused on the care delivery business.

Ms. Short's individual performance considerations included her strong leadership as a UnitedHealth Group executive in general; additional enterprise responsibilities as part of the Office of the Chief Executive; leadership of the legal department; oversight of enterprise wide compliance and privacy matters; participation in cost management initiatives; and distinctive leadership and judgment in ongoing litigation and business matters.

The Compensation Committee did not make specific assessments of, quantify or otherwise assign relative weightings to the factors listed above as it reached its decisions with respect to any of the named executive officers. See the 2016 Summary Compensation Table and other related compensation tables below for details regarding 2016 total compensation for the named executive officers.

Long-Term Incentive Compensation

Long-term incentive compensation, consisting of the long-term cash incentive program and equity awards in 2016, represents the largest portion of executive officer compensation. This combination of long-term incentives provides a compelling performance-based compensation opportunity, aids in aligning and retaining the senior management team and accelerates the optimization of business unit capabilities across the enterprise. Going forward, beginning with the 2017-2019 performance period, all long-term incentives will be delivered in the form of equity, as the Committee eliminated future long-term cash awards.

Long-Term Awards

2014-2016 Long-Term Cash Incentive and Performance Share Goals and Context

The long-term cash incentive award and performance share programs create a financial incentive for achieving or exceeding three-year financial goals for the enterprise. The earned long-term cash incentive award and performance shares for the 2014-2016 performance period were based on achieving the following performance results versus the pre-set goals:

2014-2016 Performance Measure	Weight	Threshold Performance	Target Performance	Maximum Performance	Actual 2014-2016 Performance
Cumulative Earnings Per Share	50%	\$ 17.24	\$ 18.30	\$ 19.78	\$ 19.11
Return on Equity	50%	15.9%	17.9%	19.9%	18.3%

The performance measures and goals for the 2014-2016 performance period were established during the first quarter of 2014 based on UnitedHealth Group's long-term business plan. The first year of the long-term business plan was based on UnitedHealth Group's 2014 business plan. Subsequent years were based on assumptions and growth initiatives developed in conjunction with UnitedHealth Group's business units and reviewed by the UnitedHealth Group Board.

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Other key assumptions and elements of the long-term business plan were:

Modest US economic growth with a gradual increase in interest rates, and a more rapidly growing economy in Brazil, with a stable Brazilian Real U.S. Dollar exchange rate;

Medicaid, Medicare Supplement, Part D and international enrollment growth in all years, including significant growth in 2014 from Medicaid expansion;

Commercial risk-based and fee-based enrollment declines in 2014, followed by modest increases thereafter from expansion into exchanges and growth in existing markets, leveraging enhanced products, services and distribution;

Medicare Advantage declines in 2014 and 2015 due to funding level pressures, followed by modest increases thereafter;

Continued funding pressure in government businesses;

An expectation that medical cost trends would be consistent with historical levels and that there would not be net favorable development in previously reported medical cost payable estimates;

Delivery of more effective and comprehensive clinical management;

Continue to enhance the quality and operations of our government businesses to compensate for continued expected funding pressures;

Continued growth and alignment of the Optum businesses, driving distinctive revenue, margin and earnings performance;

Development and expansion of the Optum Local Care Delivery platform and capabilities;

Ongoing improvements to our consolidated operating cost ratio on a comparable business mix basis; and

Effective cross-enterprise collaboration among various business units for the benefit of customers and our overall reputation and performance.

To achieve maximum performance for both the long-term cash incentive plan and the performance share plan, UnitedHealth Group would have to achieve cumulative three-year earnings per share (EPS) performance of \$19.78 and an average return on equity (ROE) of 19.9%. These maximum performance levels corresponded to a compound annual growth rate in EPS of 11.9% over the three-year period. For long-term compensation purposes (see adjustments described below), UnitedHealth Group generated cumulative EPS of \$19.11 with accompanying ROE of 18.3%, which were both between the target and maximum performance levels. This represented a compound annual EPS growth rate of 10.4% over the three-year performance period.

Factors that positively or negatively influenced our results subsequent to the approval of the long-term business plan in early 2014 included:

Greater than anticipated enrollment of individuals who became eligible with the expansion of Medicaid in 2014;

Continued relatively favorable medical cost trend experience over the three-year period;

Significant unexpected losses in individual health insurance exchange products in 2015 and 2016;

Charges taken in 2015 to establish reserves for anticipated future losses for a new state Medicaid managed care contract;

Acquisition of Catamaran in mid-2015;

Challenging Brazilian economy and significant devaluation of the Brazilian Real against the U.S. Dollar; and

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Greater than anticipated downward rate pressure in Medicare Advantage payment rates received from the federal government.

Similar to the annual incentive plan, UnitedHealth Group's long-term incentive plan allows for adjustments to UnitedHealth Group's reported results in determining long-term incentive plan awards, namely adjustments that account for the impact of changes in accounting principles, extraordinary items and unusual or non-recurring gains or losses. Three adjustments were made in determining 2014-2016 performance:

Excluded from 2016 results was the recognition of the \$350 million negative impact (\$0.23 decrease per share) for our estimated share of guaranty association assessments resulting from the liquidation of Penn Treaty. Penn Treaty is completely unaffiliated with, is not owned by, and does not share any executive officers or directors with, UnitedHealth Group. Under state guaranty association laws, we and other insurance companies, are required to cover a portion of the Penn Treaty's obligations to policyholders when it became insolvent. This charge will be funded over several years;

Excluded from 2016 results was the income tax benefit (approximately \$0.15 increase per share) from adoption of ASU 2016-09, which modifies several aspects of the accounting for share-based payment awards, including income tax consequences; and

Excluded from 2016 results was the estimated impact of federally mandated one year moratorium in 2017 for the collection of the health insurance industry tax. This moratorium was a provision included in the 2016 federal government budget. The unfavorable impact results from commercial price reductions taken in 2016 for policies that span into 2017.

It was not possible to predict the occurrence, or impact to UnitedHealth Group, of any of these three adjustments when the goals for the 2014-2016 long-term plans were set. Since all of these events were outside of the control of management, the Committee felt it was appropriate to exclude them from final results.

2014-2016 Long-Term Cash Incentive Awards

At the beginning of each three-year performance period, the Compensation Committee approves a long-term cash incentive target opportunity for each executive officer as a percentage of the executive officer's average base salary over the performance period. At the end of a performance period, the Compensation Committee reviews UnitedHealth Group's achievement of the performance goals set at the beginning of the performance period and determines long-term cash incentive awards based on such performance. In determining these awards, the Compensation Committee has the ability to use its discretion to increase or decrease the actual awards in view of actual performance, individual contributions and overall business and market conditions.

For the 2014-2016 performance period, the target opportunity for each executive officer was 50% of base salary, and the maximum cash incentive award that an executive officer could earn was set by the Compensation Committee to be equal to two times the applicable long-term cash incentive target opportunity. In choosing this target opportunity, the Compensation Committee believed it was important to provide the same relative target opportunity to all of the named executive officers to increase collaboration, teamwork and accountability across the enterprise and to recognize the skills and versatility of each executive officer.

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The target percentages for long-term cash incentive awards to our named executive officers and the actual long-term cash incentive awards paid for the 2014-2016 performance period are set forth in the table below:

Long-Term Cash Incentive Award

Name	Target Percentage (% of 3-Year Average Base Salary)	Threshold Award Value (\$)	Target Award Value (\$)	Maximum Award Value (\$)	Actual Award Paid (\$)	Paid Award (% of Target)
Stephen J. Hemsley	50%	3,105	658,333	1,316,666	908,500	138%
David S. Wichmann	50%	2,476	525,000	1,050,000	724,500	138%
Larry C. Renfro	50%	2,476	525,000	1,050,000	724,500	138%
Marianne D. Short	50%	1,873	397,116	794,232	548,100	138%

The primary factor considered by the Compensation Committee in the determination of the long-term cash incentive award amounts was achievement of 2014-2016 long-term incentive plan EPS and ROE between target and maximum goals. Because the Long-Term Cash Incentive Award program is being phased out, with no new participants added after 2016, Mr. Rex was not added as a participant upon his promotion to Chief Financial Officer in June 2016.

2014-2016 Performance Share Awards

The use of performance shares as a component of the overall equity awards granted was based upon the Compensation Committee's desire to encourage superior performance and build executive ownership; consideration of competitive market data; the value of utilizing a balanced system to facilitate prudent decision-making and mitigate risk; and conversations with shareholders about the desirability of this type of equity award as a component of a pay-for-performance program. The actual shares that were earned for the 2014-2016 performance period were above target due to UnitedHealth Group's strong ROE and earnings growth performance and are set forth in the table below as well as reflected in the 2016 Option Exercises and Stock Vested table:

Long-Term Performance Shares

Name	Threshold Shares (#)	Target Shares (#)	Maximum Shares (#)	Actual Shares Paid (#)	Paid Award (% of Target)
Stephen J. Hemsley	252	53,389	106,778	73,677	138%
David S. Wichmann	157	32,034	64,068	44,207	138%
Larry C. Renfro	157	32,034	64,068	44,207	138%
Marianne D. Short	101	21,356	42,712	29,472	138%

Mr. Rex did not receive performance shares as part of his 2014 equity grant because he was not an executive officer at that time.

Equity Awards

Equity Award Practices

Awards of equity-based compensation to our executive officers serve the purposes described above under Long-Term Incentive Compensation. The Compensation Committee determined that equity-based compensation for 2016 should include grants of performance shares, RSUs and non-qualified stock options to achieve balance and effectiveness in our equity-based compensation and to align the interests of our executive officers and our shareholders. The mix of equity-based compensation granted in February 2016 was as follows, based on the grant date fair value of the total award: 50% performance shares, 25% RSUs and 25% non-qualified stock options. Performance share grants were selected to ensure a strong pay-for-performance alignment of UnitedHealth Group's compensation program with drivers of shareholder value. The Compensation Committee's

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decision to grant performance shares was informed, in part, by past discussions held between UnitedHealth Group and certain of its shareholders regarding the merits of performance shares in a pay-for-performance executive compensation program. RSU grants were selected because they are full value shares with time vesting and, as such, provide added retention value. Non-qualified stock options were selected because they have value only if UnitedHealth Group's stock price increases and, as such, provide incentives for sustained long-term stock appreciation.

The Compensation Committee's equity award policy requires that all grants of equity be made at set times. We do not have a specific program, plan or practice to time equity compensation awards to named executive officers in coordination with our release of material information.

UnitedHealth Group does not pay dividend equivalents on performance shares granted to employees. Unvested shares of RSUs receive dividend equivalents, which are subject to the same terms as the RSUs and will be forfeited if the underlying RSUs do not vest. The determination to pay dividend equivalents on RSUs was made after considering market practices.

The aggregate number of shares subject to equity awards made in 2016 for all employees was approximately 1% of UnitedHealth Group's shares outstanding at the end of 2016.

Equity Awards – 2016

In February 2016, the Compensation Committee granted the following target number of performance shares, RSUs and stock options to our named executive officers:

Name	Target Number of Performance Shares (#)	Annual RSU Award (#)	Annual Stock Option Award (#)
Stephen J. Hemsley	42,057	21,029	118,270
John F. Rex	11,246	5,623	31,623
David S. Wichmann	29,687	14,844	83,485
Larry C. Renfro	29,687	14,844	83,485
Marianne D. Short	13,944	6,972	39,213

The grant date fair values and terms of these equity awards are discussed in the 2016 Grants of Plan-Based Awards table.

Other Compensation***Supplemental Retirement Benefits***

In 2006, the accrued value of the benefit payable under Mr. Hemsley's individual supplemental executive

retirement plan agreement (the "SERP") was frozen based on his then-current age and average base salary and converted into a lump sum cash benefit of \$10,703,229. On June 7, 2016, UnitedHealth Group amended Mr. Hemsley's SERP to convert the \$10,703,229 cash benefit into deferred stock units ("DSUs"). The Compensation Committee decided the SERP amendment was appropriate to further align Mr. Hemsley's interests with those of shareholders, allow

Mr. Hemsley to earn a return on the SERP balance that will be tied to UnitedHealth Group's stock price performance, and provide the opportunity for Mr. Hemsley to receive deferred dividend equivalents on the SERP balance. Pursuant to the amended SERP, the number of DSUs issued was based on the amount of the cash benefit divided by the average closing price of UnitedHealth Group's common stock over the preceding five trading days from the date of conversion of the cash balance, which resulted in 78,789 DSUs issued. Upon conversion of the cash balance into DSUs on June 7, 2016, Mr. Hemsley was eligible to receive dividend equivalents in the form of additional DSUs, which are paid at the same rate and at the same

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time that dividends are paid to UnitedHealth Group's shareholders. During 2016, Mr. Hemsley received dividend equivalents in the form of an additional 1,024 DSUs that were added to the SERP balance. Upon termination of Mr. Hemsley's employment for any reason, the DSUs held in the SERP will be converted into shares of common stock and will be paid six months and one day after his termination.

Benefits

In addition to generally available benefits, our executive officers are eligible to receive supplemental long-term disability coverage equal to 60% of base salary, and all of our named executive officers, other than Mr. Hemsley, receive supplemental group term life insurance coverage of \$2 million. Executive officers are also eligible to participate in our non-qualified Executive Savings Plan. See the 2016 Non-Qualified Deferred Compensation table for additional information regarding contributions, earnings and distributions for each named executive officer under the Executive Savings Plan. Our Executive Savings Plan does not provide for guaranteed or above-market interest.

Perquisites

We do not believe that providing generous executive perquisites is either necessary to attract and retain executive talent or consistent with our pay-for-performance philosophy. Therefore, other than the benefits described above, we do not provide perquisites such as excise tax gross-ups, company automobiles, security services, private jet services, financial planning services, club memberships or apartments to our executive officers. We prohibit personal use of corporate aircraft by any executive officer unless UnitedHealth Group is reimbursed for the full incremental cost to UnitedHealth Group of such use. Because there is essentially no incremental cost to UnitedHealth Group, we permit an executive officer's family member to accompany the executive officer on a business flight on UnitedHealth Group aircraft provided a seat is available.

Employment Agreements and Post-Employment Payments and Benefits

UnitedHealth Group has a policy of entering into employment agreements with each of our named executive officers. These employment agreements are described in greater detail in Executive Employment Agreements.

Other Compensation Practices

Executive Stock Ownership Guidelines and Stock Retention Policy

The Compensation Committee believes that executive stock ownership aligns management's interests with those of shareholders and fosters a long-term outlook, while also mitigating compensation risk. Under our stock ownership guidelines, each executive officer must beneficially own at least the following amounts of UnitedHealth Group's common stock within five years of the executive officer's election or appointment as an executive officer:

for the CEO, eight times base salary;

for executive officers who are direct reports of the CEO, three times base salary; and

for other executive officers who are not direct reports of the CEO, two times base salary.

Stock options and stock appreciation rights (SARs) do not count towards satisfying the ownership requirements under the guidelines, regardless of their vesting status, and performance shares do not count towards satisfying the ownership requirements until they are vested. Time-based RSUs and restricted stock awards are counted toward the satisfaction of the ownership requirements. The Compensation Committee periodically reviews compliance with the ownership requirements. As of March 14, 2017, all of our named executive officers were in compliance with the ownership requirements, including Mr. Hemsley, who owned shares with a value equal to 424 times his base salary.

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The UnitedHealth Group Board has established a stock retention policy for executive officers that are subject to Section 16 of the Exchange Act, which includes our named executive officers. Under this policy, Section 16 officers are required to retain for at least one year one-third of the net shares acquired upon the vesting or exercise of any equity awards.

Transactions in UnitedHealth Group Securities; Prohibition on Hedging and Short Sales

In general, SEC rules prohibit uncovered short sales of our common stock by our executive officers, including the named executive officers. Accordingly, our insider trading policy prohibits short sales of our common stock by all employees and directors. Our insider trading policy prohibits hedging transactions by all directors, executive officers and employees and requires advance approval of the Compensation Committee of any pledging of common stock by directors, executive officers and other members of management. Pledges that existed prior to the policy's adoption in November 2012 have been grandfathered. In 2016, no executive officer or director sought or received advance approval from the Compensation Committee regarding pledging transactions, and no executive officer had any pledges outstanding.

Potential Impact on Compensation from Executive Misconduct/Compensation Clawbacks

If the UnitedHealth Group Board determines that an executive officer has engaged in fraud or misconduct, the UnitedHealth Group Board may take a range of actions to remedy the misconduct, prevent its recurrence and impose such discipline as would be appropriate, including, without limit: (i) terminating employment and (ii) initiating legal action against the executive officer. In addition, with respect to our senior executives, including our named executive officers, if the fraud or misconduct causes, in whole or in part, a material restatement of UnitedHealth Group's financial statements, action may include (a) seeking reimbursement of the entire amount of cash incentive compensation awarded to the executive officer, if the executive officer would have received a lower (or no) cash incentive award if calculated based on the restated financial results; (b) canceling all outstanding vested and unvested equity awards subject to the clawback policy and requiring the executive officer to return to UnitedHealth Group all gains from equity awards realized during the 12-month period following the filing of the incorrect financial statements; and (c) seeking reimbursement of the entire amount of any bonus paid.

Consideration of Risk in Named Executive Officer Compensation

Our compensation programs are balanced, focused on long-term pay-for-performance, allow for discretion, and are overseen by an independent Compensation Committee. The Compensation Committee believes that the design of the compensation program for our executive officers does not encourage excessive or unnecessary risk-taking, as illustrated by the following list of features:

Our annual cash bonus program includes a variety of financial and non-financial measures that require substantial performance on a broad range of initiatives;

Our equity awards are delivered through a balanced mix of performance shares, RSUs and stock options to encourage sustained performance over time;

We have stock ownership guidelines for our executive officers;

We generally require executive officers to hold, for at least one year, one-third of the net shares acquired upon vesting or exercise of any equity award granted; and

We have a clawback policy that entitles the UnitedHealth Group Board to seek reimbursement from any executive involved in fraud or misconduct causing a restatement of financials, or violation of certain employment agreement provisions, including any non-compete, non-solicit or confidentiality provisions. The executive would be required to reimburse UnitedHealth Group the entire amount of a bonus paid, not just the amount that would not have been earned had the executive received a lower award based on the restated earnings.

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In addition, our Compensation Committee retains discretion to adjust compensation for quality of performance, adherence to our values and other factors.

Accounting and Tax Considerations

Internal Revenue Code Section 162(m) imposes a \$1 million corporate deduction limit for compensation to UnitedHealth Group's CEO and its three other highest-paid executive officers (other than the CFO) employed at the end of the year, unless the compensation is performance-based, as defined in Section 162(m), and provided under a plan that has been approved by shareholders. As part of the federal health care reform legislation enacted in 2010, Section 162(m) was revised with respect to health insurers, including UnitedHealth Group. Starting in 2013, an annual tax deduction limit of \$500,000 per person applies to compensation that we pay to any of our employees and certain service providers, regardless of whether such compensation is deemed performance-based under Section 162(m) or is provided pursuant to a shareholder-approved plan. Any outstanding stock options and SARs that were granted prior to 2010 are not subject to the tax deduction limitation.

Peer Group and Managed Care Companies

	Peer Group	Managed Care Companies
3M Company	Gilead Sciences Inc.	Aetna Inc.
Abbott Laboratories	Hewlett-Packard Company	Anthem Inc.
AbbVie Inc.	Humana Inc.	CIGNA Corp.
Accenture, plc	International Business Machines Corp.	Humana Inc.
Aetna Inc.	Johnson & Johnson	
American Express Company	JPMorgan Chase & Co.	
American International Group, Inc.	MasterCard Incorporated	
Ameriprise Financial, Inc.	McKesson Corporation	
AmerisourceBergen Corporation	Medtronic plc	
Amgen Inc.	Merck & Co. Inc.	
Anthem Inc.	MetLife, Inc.	
Bank of America Corporation	Microsoft Corporation	
Berkshire Hathaway Inc.	Morgan Stanley	
Best Buy Co., Inc.	Oracle Corporation	
Biogen Inc.	Pfizer Inc.	
Bristol-Myers Squibb Company	Procter & Gamble Co.	
Cardinal Health, Inc.	Prudential Financial, Inc.	
Cargill, Incorporated	Target Corp.	
Cisco Systems, Inc.	The Allstate Corporation	
Citigroup, Inc.	The Goldman Sachs Group, Inc.	
CVS Health Corporation	The Travelers Companies, Inc.	
Eli Lilly and Company	U.S. Bancorp	
Express Scripts Holding Company	United Parcel Service, Inc.	
FedEx Corporation	Visa, Inc.	
General Electric Company	Walgreens Boots Alliance, Inc.	
General Mills, Inc.	Wells Fargo & Company	

Compensation Committee Interlocks and Insider Participation

During fiscal 2016, Messrs. Ballard and Lawson and Dr. Wilensky served on the Compensation Committee. None of these persons has ever been an officer or employee of UnitedHealth Group or any of its subsidiaries. Furthermore, during 2016, none of these persons served as a member of the compensation committee (or other board committee performing equivalent functions) or as a director of another entity where an executive officer of such entity served on our Compensation Committee or Board.

Table of Contents**2016 Summary Compensation Table***

The following table provides certain summary information for the years ended December 31, 2016, 2015 and 2014 relating to compensation paid or granted to, or accrued by us on behalf of, our named executive officers.

Name and Principal Position	Year	Salary (\$ (1))	Bonus (\$ (2))	Stock Awards (\$ (3))	Option Awards (\$ (4))	Non-Equity Incentive Plan Compensation (\$ (5))	Change in Pension Value and Non-Qualified Deferred Compensation Earnings (\$ (6))	All Other Compensation (\$ (7))	Total (\$ (8))
Stephen J. Hemsley CEO	2016	1,300,000		7,012,640	2,337,015	4,908,500	2,070,099(7)	137,358	17,765,612
	2015	1,350,000		7,012,546	2,337,939	3,672,000		145,679	14,518,164
	2014	1,300,000		7,625,114	1,874,728	3,949,000		107,479	14,856,321
John F. Rex Executive Vice President and CFO	2016	721,923		3,125,283	1,875,049	1,400,000		62,968	7,185,223
David S. Wichmann President	2016	1,100,000		4,950,066	1,649,664	4,474,500		142,216	12,316,446
	2015	1,150,000		4,950,071	1,650,322	3,686,700		144,724	11,581,817
	2014	900,000		6,375,123	1,124,841	3,643,102		99,499	12,142,565
Larry C. Renfro Vice Chairman and CEO, Optum	2016	1,100,000		4,950,066	1,649,664	4,474,500		150,765	12,324,995
	2015	1,150,000		4,950,071	1,650,322	3,686,700		152,265	11,589,358
	2014	900,000		6,375,123	1,124,841	3,643,102		54,540	12,097,606
Marianne D. Short Executive Vice President and Chief Legal Officer	2016	800,000		2,325,023	774,849	1,798,100		100,155	5,798,127
	2015	832,693		2,325,202	775,156	1,662,600		86,496	5,682,147
	2014	750,000		3,250,075	749,909	1,482,981		100,691	6,333,656

* Please see Compensation Discussion and Analysis above for a description of our executive compensation program necessary for an understanding of the information disclosed in this table. Please see Executive Employment Agreements below for a description of the material terms of each named executive officer's employment agreement.

(1) Amounts reported reflect the base salary earned by named executive officers in the years ended December 31, 2016, 2015 and 2014. Amounts reported for 2016 include the following amounts deferred by the named executive officers under our Executive Savings Plan:

Name	Amount Deferred
Stephen J. Hemsley	\$ 78,000

John F. Rex	\$ 43,315
David S. Wichmann	\$ 66,000
Larry C. Renfro	\$ 66,000
Marianne D. Short	\$ 48,000

Amounts reported for 2015 reflect one additional pay period.

- (2) The amounts reported in this column reflect the aggregate grant date fair value of the RSUs and performance shares (at target) granted in 2016, 2015 and 2014 and are computed in accordance with FASB ASC Topic 718, based on the closing stock price on the grant date. The grant date fair value of RSUs granted in 2016 and the grant date fair value of performance shares granted in 2016 if target performance and maximum performance is achieved are as follows:

Name	Restricted	Performance Shares	
	Stock Units	Target	Maximum
Stephen J. Hemsley	\$ 2,337,584	\$ 4,675,056	\$ 9,350,112
John F. Rex	\$ 1,875,178	\$ 1,250,105	\$ 2,500,210
David S. Wichmann	\$ 1,650,059	\$ 3,300,007	\$ 6,600,014
Larry C. Renfro	\$ 1,650,059	\$ 3,300,007	\$ 6,600,014
Marianne D. Short	\$ 775,008	\$ 1,550,015	\$ 3,100,030

See the 2016 Grants of Plan-Based Awards table for more information on stock awards granted in 2016.

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- (3) The actual value to be realized by a named executive officer depends upon the performance of UnitedHealth Group's stock and the length of time the award is held. No value will be realized with respect to any award if UnitedHealth Group's stock price does not increase following the award's grant date or if the executive officer does not satisfy the vesting criteria.

The amounts reported in this column for 2016 reflect the aggregate grant date fair value of stock options granted in 2016 computed in accordance with FASB ASC Topic 718. For a description of the assumptions used in computing the aggregate grant date fair value, see Note 11 to the Consolidated Financial Statements included in UnitedHealth Group's Annual Report on Form 10-K for the year ended December 31, 2016. These same assumptions have been used in computing aggregate grant date fair values since fiscal year 2009.

- (4) Amounts reported include both annual and long-term cash incentive awards to our named executive officers under our 2008 Executive Incentive Plan. The 2016 annual incentive awards, including amounts deferred by the named executive officers, were the following:

Name	Total Amount of Annual Cash Incentive Award	Amount of Annual Cash Incentive Award Deferred
Stephen J. Hemsley	\$ 4,000,000	\$ 240,000
John F. Rex	\$ 1,400,000	\$ 84,000
David S. Wichmann	\$ 3,750,000	\$ 225,000
Larry C. Renfro	\$ 3,750,000	\$ 225,000
Marianne D. Short	\$ 1,250,000	\$ 75,000

The long-term cash incentive awards for the 2014-2016 incentive period under our 2008 Executive Incentive Plan, including amounts deferred by the named executive officers, were the following:

Name	Period	Total Amount of Long-Term Cash Incentive Award	Amount of Long-Term Cash Incentive Award Deferred
Stephen J. Hemsley	2014-2016	\$ 908,500	
John F. Rex	2014-2016		
David S. Wichmann	2014-2016	\$ 724,500	\$ 43,470
Larry C. Renfro	2014-2016	\$ 724,500	
Marianne D. Short	2014-2016	\$ 548,100	

- (5) Named executive officers participate in our Executive Savings Plan, which is a non-qualified deferred compensation plan. The Executive Savings Plan does not credit above-market earnings or preferential earnings to the amounts deferred, and accordingly, no non-qualified deferred compensation earnings have been reported. Under the Executive Savings Plan, there are no measuring investments tied to UnitedHealth Group stock performance. The measuring investments are a collection of unaffiliated mutual funds identified by UnitedHealth

Group.

(6) All other compensation includes the following:

Name	Year	Company Matching Contributions Under 401(k) Savings Plan	Company Matching Contributions Under Executive Savings Plan	Insurance Premiums
Stephen J. Hemsley	2016	\$ 11,925	\$ 121,500	
John F. Rex	2016	\$ 8,519	\$ 47,158	
David S. Wichmann	2016	\$ 11,925	\$ 123,000	
Larry C. Renfro	2016	\$ 11,925	\$ 123,000	\$ 15,840
Marianne D. Short	2016	\$ 11,925	\$ 57,750	\$ 30,480

As permitted by SEC rules, we have omitted perquisites and other personal benefits that we provided to certain named executive officers in 2016 if the aggregate amount of such compensation to each of such named executive officers was less than \$10,000. UnitedHealth Group provides each of Messrs. Rex, Wichmann and Renfro and Ms. Short a \$2 million face value term life insurance policy. The 2016 annual premiums paid by UnitedHealth Group on behalf of Messrs. Rex and Wichmann were each less than \$10,000.

(7) As described under "Compensation Discussion and Analysis" above, on June 7, 2016, UnitedHealth Group amended Mr. Hemsley's SERP to convert the \$10,703,229 cash benefit into DSUs. The DSUs held in the SERP are eligible to receive dividend equivalents in the form of additional DSUs, which are paid at the same rate and at the same time that dividends are paid to UnitedHealth Group's shareholders. During 2016, Mr. Hemsley received dividend equivalents equal to 1,024 DSUs, which were added to the SERP. The amount reported in the table reflects stock price appreciation for the DSUs of \$1,921,701 between the date of conversion and December 31, 2016 as well as \$148,398 in dividend equivalents.

Table of Contents**2016 Grants of Plan-Based Awards***

The following table presents information regarding each grant of an award under our compensation plans made during 2016 to our named executive officers for fiscal year 2016.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Underlying Options (#)	All Other Awards: Number of Securities or Underlying Options (#)	Exercise or Grant Price of Option Awards (\$/Sh)	Grant Date or Fair Value of Stock or Option Awards (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)				
Stephen J. Hemsley											
Annual Cash											
Incentive Award (2)		2,340,000	2,600,000	5,200,000							
16-18 Long-Term Incentive Award (3)		2,338	650,000	1,300,000							
Performance Share Award (4)(5)	2/9/2016				151	42,057	84,114				4,675,050
RSU Award (4)	2/9/2016							21,029			2,337,580
Stock Option Award (4)	2/9/2016								118,270	111.16	2,337,010
John F. Rex											
Annual Cash											
Incentive Award (2)		828,000	920,000	1,840,000							
16-18 Long-Term Incentive Award (3)											
Performance Share Award (4)(5)	2/9/2016				40	11,246	22,492				1,250,100
RSU Award (4)	2/9/2016							5,623			625,050
RSU Award (4)(6)	6/7/2016							9,129			1,250,120
Stock Option Award (4)	2/9/2016								31,623	111.16	624,870
Stock Option Award (4)(6)	6/7/2016								56,416	136.94	1,250,170
David S. Wichmann											
Annual Cash											
Incentive Award (2)		1,831,500	2,035,000	4,070,000							
16-18 Long-Term Incentive Award (3)		1,978	550,000	1,100,000							
Performance Share Award (4)(5)	2/9/2016				107	29,687	59,374				3,300,000

RSU Award (4)	2/9/2016						14,844			1,650,05
Stock Option Award	2/9/2016							83,485	111.16	1,649,66
Harry C. Renfro										
Annual Cash										
Incentive Award (2)		1,831,500	2,035,000	4,070,000						
16-18 Long-Term										
Incentive Award (3)		1,978	550,000	1,100,000						
Performance Share										
Award (4)(5)	2/9/2016				107	29,687	59,374			3,300,00
RSU Award (4)	2/9/2016						14,844			1,650,05
Stock Option Award	2/9/2016							83,485	111.16	1,649,66
Shirianne D. Short										
Annual Cash										
Incentive Award (2)		720,000	800,000	1,600,000						
16-18 Long-Term										
Incentive Award (3)		1,439	400,000	800,000						
Performance Share										
Award (4)(5)	2/9/2016				50	13,944	27,888			1,550,01
RSU Award (4)	2/9/2016						6,972			775,00
Stock Option Award	2/9/2016							39,213	111.16	774,84

* Please see Compensation Discussion and Analysis above for a description of our executive compensation program necessary for an understanding of the information disclosed in this table.

- (1) The actual value to be realized by a named executive officer depends upon the appreciation in value of UnitedHealth Group's stock and the length of time the award is held. No value will be realized with respect to any stock option award if UnitedHealth Group's stock price does not increase following the grant date. For a description of the assumptions used in computing grant date fair value for stock option awards pursuant to FASB ASC Topic 718, see Note 11 to the Consolidated Financial Statements included in UnitedHealth Group's Annual Report on Form 10-K for the year ended December 31, 2016. The grant date fair value of each RSU award and targeted grant date value of each performance share award was computed in accordance with FASB ASC Topic 718 based on the closing stock price on the grant date.
- (2) Amounts represent estimated payouts of annual cash incentive awards granted under our Executive Incentive Plan in 2016. The Executive Incentive Plan permits a maximum annual bonus pool for executive officers equal to 2% of UnitedHealth Group's net income (as defined in the plan) and no executive officer may receive more than 25% of such annual bonus pool. The Compensation Committee has generally limited

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annual cash incentive payouts to not more than two times the target amount, and the maximum amounts shown for each named executive officer equal two times each executive officer's target amount. In order for any amount to be paid, UnitedHealth Group must achieve approved performance measures of (i) revenue, (ii) operating income, (iii) cash flow, (iv) consumer, customer and physician satisfaction, (v) employee engagement and (vi) employee teamwork. The estimated threshold award represents the amount that may be paid if threshold performance is achieved on each of the performance measures. Once threshold performance is achieved, the Compensation Committee has the discretion to pay an award. The actual annual cash incentive amounts earned in connection with the 2016 awards are reported in the 2016 Summary Compensation Table.

- (3) Amounts represent estimated future payouts of long-term cash incentive awards granted under our Executive Incentive Plan in 2016 for the 2016-2018 performance period to be paid in 2019. The Executive Incentive Plan permits a maximum long-term bonus pool for executive officers equal to 2% of UnitedHealth Group's average net income (as defined in the plan) during the performance period and no executive officer may receive more than 25% of such long-term bonus pool. The Compensation Committee has limited the long-term cash incentive payout maximum amount to not more than two times each named executive officer's target amount, which is reflected in the maximum payout column. In 2016, upon recommendation by management, the Compensation Committee approved a cumulative EPS measure and an average ROE measure for the 2016-2018 incentive period, either one of which must be achieved before the threshold amount shown above becomes earned and payable. Each measure is weighted equally. The Compensation Committee will determine whether the goals have been achieved at the end of the performance period. The estimated threshold award represents the amount that may be paid if threshold performance on one of the performance measures is exceeded. Once threshold performance is achieved, the Compensation Committee has the discretion to pay an award ranging from 0% up to a maximum of 200% of target. The estimated threshold, target and maximum awards listed in the table were computed based on participants' estimated average salary over the 2016-2018 performance period. This three-year average salary was determined using participants' actual 2016 salaries earned and estimates of salaries for 2017 and 2018.
- (4) Amounts represent grants under the 2011 Stock Incentive Plan with the terms set forth below. In addition, the RSUs are eligible to receive dividend equivalents, which are subject to the same terms as the RSUs and will be forfeited if the underlying RSUs do not vest. No dividend equivalents are paid on performance shares.

Award Type and Vesting Terms

Performance Share Award (3-year performance period with cliff vesting)

Termination Provisions

Unvested performance share awards will vest if, within two years of a change in control, an executive terminates employment for Good Reason or is terminated without Cause (*i.e.*, double trigger vesting). The number of performance awards that vest will be dependent upon the performance vesting criteria that have been satisfied.

If the executive officer is retirement-eligible, upon retirement, the number of performance shares that are earned at the end of the performance period based on actual performance, if any, will vest as if the executive officer had been continuously employed throughout the entire performance period, provided the executive officer had served for at least one year of the performance period.

Upon death, disability or termination of employment for Good Reason or other than for Cause (as these terms are defined in the award agreement), the executive officer will receive at the end of the applicable performance period, a pro rata number of performance shares that are earned, if any, based on the number of full months employed plus, if applicable, the number of months for any severance period.

RSU Award (4-year ratable vesting*)

Unless the executive officer is retirement-eligible, award is subject to earlier termination upon certain events related to termination of employment.

and

Unvested award will vest in full upon death or disability.

Stock Option Award (4-year ratable vesting)

Unvested award will vest in full if, within two years of a change in control, an executive terminates employment for Good Reason or is terminated without Cause (*i.e.*, double trigger vesting), as these terms are defined in the award agreement.

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- * Except as provided in footnote 4 to the Outstanding Equity Awards at 2016 Fiscal Year-End table with respect to Mr. Hemsley and Mr. Renfro.
- (5) Amounts represent the estimated future number of performance shares that may be earned under our 2011 Stock Incentive Plan at each of the threshold, target and maximum levels. The performance share award will be paid out in shares of UnitedHealth Group common stock. The number of performance shares that the executive officer will receive will be determined at the conclusion of the 2016-2018 performance period and will be dependent upon UnitedHealth Group's achievement of a cumulative EPS measure and an average ROE measure approved by the Compensation Committee. The Compensation Committee has the discretion to reduce the number of performance shares an executive officer is entitled to receive. The estimated threshold award represents the number of performance shares that may be awarded if threshold performance is achieved on one of the performance measures.
- (6) Amounts represent grants made to Mr. Rex in connection with his appointment as CFO of UnitedHealth Group.

Table of Contents**Outstanding Equity Awards at 2016 Fiscal Year-End**

The following table presents information regarding outstanding equity awards held at the end of fiscal year 2016 by our named executive officers.

	Option/SAR Awards					Stock Awards				
	Date of Option/SAR Grant	Number of Unexercised Options/SARs (#) Exercisable	Number of Securities Underlying Unexercised Options/SARs (#) Nonexercisable	Option/SAR Exercise/Grant Price (\$)	Option/SAR Expiration Date (1)	Stock Award Grant Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Awards: Number of Shares or Units That Have Not Vested (#)	Equity Incentive Awards: Market Value of Unearned Shares That Have Not Vested (\$)
Stephen J. Hemsley	2/9/2016		118,270(3)	111.16	2/9/2026	2/9/2016	21,386(4)	3,422,615		
	2/10/2015	25,919	77,759(3)	108.97	2/10/2025	2/9/2016			42,057(6)	6,730
	2/12/2014	41,959	41,959(3)	70.24	2/12/2024	2/10/2015	16,620(4)	2,659,865		
	2/6/2013	74,484	24,828(3)	57.38	2/6/2023	2/10/2015			42,902(6)	6,866
	2/9/2010	114,036		33.00	2/9/2020	2/12/2014	14,014(4)	2,242,801		
	2/23/2009	169,683		29.74	2/23/2019	2/12/2014	28,538(5)	4,567,222		
						2/6/2013	8,715(4)	1,394,749		
F. Rex	6/7/2016		56,416(3)	136.94	6/7/2026	6/7/2016	9,248(4)	1,480,050		
	2/9/2016		31,623(3)	111.16	2/9/2026	2/9/2016	5,718(4)	915,109		
	2/10/2015	6,376	19,128(3)	108.97	2/10/2025	2/9/2016			11,246(6)	1,799
	2/12/2014	22,378	22,379(3)	70.24	2/12/2024	2/10/2015	4,089(4)	654,404		
	2/6/2013	39,729	13,243(3)	57.38	2/6/2023	2/10/2015			10,554(6)	1,689
	6/5/2012	80,000		56.04	6/5/2022	2/12/2014	7,474(4)	1,196,139		
						2/12/2014	12,706(5)	2,033,468		
						6/4/2013	6,828(4)	1,092,753		
						2/6/2013	4,648(4)	743,866		
David S. Wichmann	2/9/2016		83,485(3)	111.16	2/9/2026	2/9/2016	15,096(4)	2,415,964		
	2/10/2015	18,296	54,889(3)	108.97	2/10/2025	2/9/2016			29,687(6)	4,751
	2/12/2014	25,175	25,176(3)	70.24	2/12/2024	2/10/2015	11,732(4)	1,877,589		
	2/6/2013	44,690	14,897(3)	57.38	2/6/2023	2/10/2015			30,284(6)	4,846
	2/9/2010	76,024		33.00	2/9/2020	2/12/2014	8,409(4)	1,345,776		
	2/23/2009	113,122		29.74	2/23/2019	2/12/2014	44,842(5)	7,176,514		
	6/5/2008	203,642		33.94	6/5/2018	2/6/2013	5,229(4)	836,849		
	5/28/2007	25,000		54.41	5/28/2017					
5/28/2007	150,000		54.41	5/28/2017						

y C. Renfro	2/9/2016		83,485(3)	111.16	2/9/2026	2/9/2016	15,096(4)	2,415,964		
	2/10/2015	18,296	54,889(3)	108.97	2/10/2025	2/9/2016			29,687(6)	4,751
	2/12/2014	25,175	25,176(3)	70.24	2/12/2024	2/10/2015	11,732(4)	1,877,589		
	2/6/2013	44,690	14,897(3)	57.38	2/6/2023	2/10/2015			30,284(6)	4,846
						2/12/2014	8,409(4)	1,345,776		
					2/12/2014	44,842(5)	7,176,514			
					2/6/2013	5,229(4)	836,849			
anne D. Short	2/9/2016		39,213(3)	111.16	2/9/2026	2/9/2016	7,090(4)	1,134,684		
	2/10/2015	8,593	25,782(3)	108.97	2/10/2025	2/9/2016			13,944(6)	2,231
	2/12/2014	16,784	16,784(3)	70.24	2/12/2024	2/10/2015	5,511(4)	881,980		
	2/6/2013	39,725	13,242(3)	57.38	2/6/2023	2/10/2015			14,225(6)	2,276
						2/12/2014	5,605(4)	897,024		
					2/12/2014	14,947(5)	2,392,118			
					2/6/2013	9,296(4)	1,487,732			

- (1) The expiration date shown is the latest date that stock options/SARs may be exercised. Stock options/SARs may terminate earlier in certain circumstances, such as in connection with the named executive officer's termination of employment.
- (2) Based on the per share closing market price of our common stock on December 31, 2016 of \$160.04.
- (3) Vest 25% annually over a four-year period beginning on the first anniversary of the grant date.
- (4) Vest 25% annually over a four-year period beginning on the first anniversary of the grant date, other than for retirement eligible executive officers. A portion of a retirement eligible executive officer's award that otherwise would have vested on the next specified vesting date is cancelled to pay applicable FICA taxes owed by the executive officer. The cancellation occurs in the year of grant if the executive officer is retirement eligible during that year or in the first year the executive officer becomes retirement eligible. The remainder of the award vests proportionally over the remaining vesting period. Messrs. Hemsley and Renfro are retirement eligible. These RSUs are eligible to and did receive dividend equivalents converted into additional shares; accordingly, the number of shares shown has been rounded up to the nearest whole share. For more information on RSUs cancelled in 2016, please see the 2016 Option Exercises and Stock Vested table.

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- (5) Vest 100% on February 12, 2017. These RSUs are eligible to and did receive dividend equivalents converted into additional shares; accordingly, the number of shares shown has been rounded up to the nearest whole share.
- (6) Vest 100% at the end of the three-year performance period. The number of performance shares that the executive officer will receive is dependent upon the achievement of a cumulative EPS measure and an average ROE measure approved by the Compensation Committee. The number of performance shares reported above for grants made in 2016 and 2015 is at the target number established by the Compensation Committee because we currently believe that is the probable outcome of the performance conditions based on UnitedHealth Group's performance through December 31, 2016.

2016 Option Exercises and Stock Vested

The following table presents information regarding the exercise of stock options during fiscal year 2016 by our named executive officers and vesting of restricted stock awards held by our named executive officers for fiscal year 2016.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$ (1))	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)
Stephen J. Hemsley	200,000	10,776,000(2)	94,564	14,176,695(3)(4)(5)
John F. Rex			21,090	2,646,940(3)
David S. Wichmann	150,000	10,963,500(2)	57,328	8,545,101(3)(4)
Larry C. Renfro			61,197	9,163,600(3)(4)(5)
Marianne D. Short			43,175	6,249,716(3)(4)

- (1) Computed by determining the market value per share of the shares acquired based on the difference between: (a) the per share market value of our common stock at exercise, defined as the closing price on the date of exercise, or the weighted average selling price if same-day sales occurred, and (b) the exercise price of the stock options.
- (2) The value was computed as described in footnote 1 above and was based on the following:

Name	Date of Award	Exercise Date	Number of Options Exercised	Market Price at Exercise	Exercise Price
Stephen J. Hemsley	1/31/2006	1/29/2016	200,000	113.30	59.42
David S. Wichmann	5/2/2006	3/2/2016	150,000	121.67	48.58

- (3) Reflects the vesting of a portion of the RSUs granted. The value realized on vesting was computed based on the following:

Name

	Date of Award	Vesting Date	Number of Shares Acquired on Vesting	Market Price at Vesting	Value Realized on Vesting
Stephen J. Hemsley	2/6/2013	2/6/2016	8,569	111.72	957,329
	2/12/2014	2/12/2016	6,890	111.82	770,440
	2/10/2015	2/10/2016	4,458	112.74	502,595
John F. Rex	6/5/2012	6/5/2016	4,766	136.84	652,179
	2/6/2013	2/6/2016	4,570	111.72	510,560
	6/4/2013	6/4/2016	6,740	136.84	922,302
	2/12/2014	2/12/2016	3,674	111.82	410,827
	2/10/2015	2/10/2016	1,340	112.74	151,072
David S. Wichmann	2/6/2013	2/6/2016	5,142	111.72	574,464
	2/12/2014	2/12/2016	4,134	111.82	462,264
	2/10/2015	2/10/2016	3,845	112.74	433,485
Larry C. Renfro	2/6/2013	2/6/2016	5,142	111.72	574,464
	2/12/2014	2/12/2016	4,134	111.82	462,264
	2/10/2015	2/10/2016	3,845	112.74	433,485
Marianne D. Short	2/6/2013	2/6/2016	9,141	111.72	1,021,233
	2/12/2014	2/12/2016	2,756	111.82	308,176
	2/10/2015	2/10/2016	1,806	112.74	203,608

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- (4) Also reflects the performance shares earned for the 2014-2016 performance period that ended on December 31, 2016 because performance targets were met. The value shown as realized on December 31, 2016 is based on the number of shares earned for the 2014-2016 performance period using the per share closing market price of our common stock on December 31, 2016, although shares were not issued until the Compensation Committee certified the performance results on February 8, 2017:

Name	Date of Award	Performance Period Completion Date	Number of Shares Acquired on Vesting	Market Price at End of Period	Value Realized on Vesting
Stephen J. Hemsley	2/12/2014	12/31/2016	73,677	160.04	11,791,267
David S. Wichmann	2/12/2014	12/31/2016	44,207	160.04	7,074,888
Larry S. Renfro	2/12/2014	12/31/2016	44,207	160.04	7,074,888
Marianne D. Short	2/12/2014	12/31/2016	29,472	160.04	4,716,699

- (5) Reflects the cancellation on December 14, 2016 of RSUs for the payment of FICA tax liability. The value realized was computed based on a closing stock price of \$159.86 on December 14, 2016.

Name	Date of Award	Vesting Date	Number of Shares Acquired on Vesting	Market Price at Vesting	Value Realized on Vesting
Stephen J. Hemsley	2/9/2016	12/14/2016	970	159.86	155,064
Larry C. Renfro	2/6/2013	12/14/2016	237	159.86	37,887
	2/12/2014	12/14/2016	381	159.86	60,907
	2/12/2014	12/14/2016	2,034	159.86	325,155
	2/10/2015	12/14/2016	532	159.86	85,046
	2/9/2016	12/14/2016	685	159.86	109,504

2016 Pension Benefits

The following table presents information regarding the present value of accumulated benefits payable under our non-qualified defined-benefit pension plans covering our named executive officers for fiscal year 2016.

Name	Plan Name	Number of Years Credited Service (#)	Present Value of Accumulated Benefit (\$)	Payments During Last Fiscal Year (\$)
Stephen J. Hemsley	Individual Agreement for Supplemental Executive Retirement Pay	(1)	12,773,328(1)	
John F. Rex	N/A			
David S. Wichmann	N/A			
Larry C. Renfro	N/A			

Marianne D. Short

N/A

- (1) In 2006, the amount of Mr. Hemsley's supplemental retirement benefit was frozen based on his age and average base salary at the time and converted into a lump sum of \$10,703,229. As described under "Compensation Discussion and Analysis" above, on June 7, 2016, UnitedHealth Group amended Mr. Hemsley's SERP to convert the \$10,703,229 cash benefit into a number of DSUs based on the average closing price of UnitedHealth Group's common stock over the preceding five trading days from the date of conversion (\$135.846), which resulted in 78,789 DSUs issued on June 7, 2016. The DSUs held in the SERP are eligible to receive dividend equivalents in the form of additional DSUs, which are paid at the same rate and at the same time that dividends are paid to UnitedHealth Group's shareholders. During 2016, Mr. Hemsley received dividend equivalents equal to 1,024 DSUs, which were added to the SERP. As of December 31, 2016, upon termination of Mr. Hemsley's employment for any reason, the amount of the

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benefit to which Mr. Hemsley is entitled is 79,813 DSUs, which had a value of \$12,773,328 as of December 31, 2016. The SERP balance will be paid six months and one day after his termination.

2016 Non-Qualified Deferred Compensation

The following table presents information as of the end of 2016 regarding the non-qualified deferred compensation arrangements for our named executive officers for fiscal year 2016.

Name (a)	Executive	Registrant	Aggregate	Aggregate	Aggregate
	Contributions	Contributions	Earnings	Withdrawals/	Balance at
	in Last FY	in Last FY	in Last	Distributions	Last FYE
	(\$)(1)(2)	(\$)(1)(3)	FY	(\$)(5)	(\$)(6)
	(b)	(c)	(d)	(e)	(f)
Stephen J. Hemsley	243,000	121,500	1,240,744		11,553,210
John F. Rex	94,315	47,158	61,929		472,388
David S. Wichmann	287,202	123,000	627,460		5,788,606
Larry C. Renfro	246,000	123,000	53,749		1,213,930
Marianne D. Short	115,500	57,750	40,242		1,008,504

- (1) All amounts in these columns have been reported as compensation in the 2016 Summary Compensation Table.
- (2) Named executive officers are eligible to participate in our Executive Savings Plan, which is a non-qualified deferred compensation plan. Under the plan, employees may generally defer up to 80% of their eligible annual base salary (100% prior to January 1, 2007) and up to 100% of their annual and long-term cash incentive awards. Amounts deferred, including company credits, are credited to a bookkeeping account maintained for each participant, and are distributable pursuant to an election made by the participant as to time and form of payment that is made prior to the time of deferral. UnitedHealth Group maintains a Rabbi Trust for the plan. UnitedHealth Group's practice is to set aside amounts in the Rabbi Trust to be used to pay for all benefits under the plan, but UnitedHealth Group is under no obligation to do so except in the event of a change in control.
- (3) For the first 6% of the employee's base salary and annual incentive award deferrals under our Executive Savings Plan, UnitedHealth Group provides a matching credit of up to 50% of amounts deferred at the time of each deferral. This matching credit does not apply to deferrals of long-term cash incentive awards or other special incentive awards.
- (4) Amounts deferred are credited with earnings from measuring investments selected by the employee from a collection of unaffiliated mutual funds identified by UnitedHealth Group. The Executive Savings Plan does not credit above-market earnings or preferential earnings to amounts deferred. The returns on the mutual funds available to employees during 2016 ranged from 0.28% to 23.53%, with a median return of 7.75% for the year ended December 31, 2016. Employees may change their selection of measuring investments on a daily basis.
- (5) Under our Executive Savings Plan, unless an employee in the plan elects to receive distributions during the term of his or her employment with UnitedHealth Group, benefits will be paid no earlier than at the beginning of the year following the employee's termination. However, upon a showing of severe financial hardship, an employee may be allowed to access funds in his or her deferred compensation account earlier. Benefits can be received either as a lump sum payment, in five or ten annual installments, in pre-selected amounts and on pre-selected dates, or a combination thereof. An employee may change his or her election with respect to the timing and form of distribution for such deferrals under certain conditions. However, for deferrals relating to services performed on or after January 1, 2004, employees may not accelerate the timing of the distributions.

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- (6) This column includes the amounts shown in columns (b) and (c) as well as the following amounts reported in the summary compensation table for prior years:

Name	Amount Previously Reported
Stephen J. Hemsley	\$ 7,716,976
John F. Rex	
David S. Wichmann	\$ 2,288,150
Larry C Renfro	\$ 927,537
Marianne D. Short	\$ 868,062

Executive Employment Agreements

We have entered into an employment agreement with each of the named executive officers. The following is a summary of the material terms of those agreements.

Stephen J. Hemsley

On November 7, 2006, the UnitedHealth Group Board entered into an employment agreement with Mr. Hemsley to serve as CEO. On December 14, 2010, the employment agreement was amended to extend the employment period to December 1, 2014. The employment agreement extends automatically for additional one-year periods after December 1, 2014 unless sooner terminated in accordance with its terms. During the period of his employment, the UnitedHealth Group Board will nominate Mr. Hemsley for election to the UnitedHealth Group Board by the shareholders of UnitedHealth Group.

Summary of Compensation Components

Under his employment agreement, Mr. Hemsley receives a base salary of \$1,300,000, with any increases at the sole discretion of the Compensation Committee and ultimately the independent members of the UnitedHealth Group Board. Mr. Hemsley's employment agreement does not set any minimum or target level for any bonus or other incentive compensation. All bonus and incentive compensation awards are solely at the discretion of the Compensation Committee. Mr. Hemsley is eligible to participate in UnitedHealth Group's generally available employee benefit programs.

Termination Provisions

Upon termination of Mr. Hemsley's employment for any reason, he is entitled to a supplemental retirement benefit in the amount of \$12,773,328, payable in DSUs, which will be paid six months and one day after his termination.

If Mr. Hemsley's employment is terminated by UnitedHealth Group without Cause, other than upon expiration of the term of the employment agreement, or by Mr. Hemsley for Good Reason, UnitedHealth Group will pay Mr. Hemsley a lump sum in an amount equal to his annual base salary for 12 months.

If Mr. Hemsley's employment is terminated because of his death or permanent disability, UnitedHealth Group will pay him or his beneficiaries a lump sum in an amount equal to two years total compensation of base salary plus the average bonus for the last two calendar years, excluding any special or one-time bonus or incentive compensation payments.

If Mr. Hemsley's employment is terminated by UnitedHealth Group for Cause, by Mr. Hemsley without Good Reason or because of his retirement or upon expiration of the term of the employment agreement, he will not be entitled to any further compensation from UnitedHealth Group other than earned but unpaid salary and benefits.

Table of Contents*Material Definitions*

As defined in the employment agreement, **Cause** generally means (a) willful and continued failure to perform his duties after written notice and a failure to remedy the deficiency, (b) a violation of UnitedHealth Group's Code of Conduct that is materially detrimental to UnitedHealth Group and is not remedied after written notice, (c) engaging in fraud, material dishonesty or gross misconduct in connection with UnitedHealth Group's business, (d) conviction of a felony, or (e) willful and material breach of the employment agreement that is not remedied after written notice.

As defined in the employment agreement, **Good Reason** generally means (a) an assignment of duties inconsistent with his position or duties or other diminution of duties, (b) a relocation of primary work location by more than 25 miles, (c) failure by the UnitedHealth Group Board to elect Mr. Hemsley as CEO, (d) failure by the UnitedHealth Group Board to nominate Mr. Hemsley to serve on the UnitedHealth Group Board, (e) UnitedHealth Group's failure to pay or provide Mr. Hemsley's base salary, incentive compensation or other benefits, or (f) any other material breach of Mr. Hemsley's employment agreement that is not remedied.

Non-Solicitation, Non-Competition and Confidentiality Provisions

Pursuant to the employment agreement, Mr. Hemsley is subject to provisions prohibiting his solicitation of UnitedHealth Group's employees and customers or competing with UnitedHealth Group during the term of the employment agreement and the longer of two years following termination or the period that severance payments are made to him under the employment agreement. In addition, he is prohibited at all times from disclosing confidential information related to UnitedHealth Group.

John F. Rex, David S. Wichmann, Larry C. Renfro and Marianne D. Short

Messrs. Rex, Wichmann and Renfro and Ms. Short have entered into employment agreements with UnitedHealth Group. Under those agreements, they each report to the CEO of UnitedHealth Group. The table below and the narrative that follows summarize the material terms of their respective employment agreements.

Summary of Compensation Components

Compensation Component	John F. Rex	David S. Wichmann	Larry C. Renfro	Marianne D. Short
Base salary (1)				
Participation in incentive compensation plans (1)				
Stock-based awards (1)				
\$2 million term life insurance policy (2)				
Long-term disability policy (2)(3)				
One-time sign-on / promotion equity award and / or bonus				
Additional service credit (4)				
Reasonable non-business use of corporate aircraft (5)				
Generally available employee benefit programs				

- (1) Any adjustments to base salary, actual bonuses payable and stock-based awards are at the discretion of the Compensation Committee.
- (2) Benefit provided at UnitedHealth Group's expense.
- (3) Annual benefit covers 60% of eligible base salary in the event of a qualifying long-term disability, subject to the terms of the policy.

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- (4) Mr. Renfro's employment agreement (a) states that for purposes of determining his eligibility for retirement, he will receive two years of service credit for each year he remains employed with UnitedHealth Group after age 59 and (b) clarifies that he will be deemed eligible for retirement if, prior to otherwise becoming eligible for retirement, his employment is terminated by UnitedHealth Group without Cause or he resigns for Good Reason.
- (5) Required to reimburse UnitedHealth Group for full incremental costs associated with such use.

Termination Provisions and Material Definitions

Each employment agreement and each executive officer's employment may be terminated (a) by mutual agreement (b) by UnitedHealth Group with or without Cause, (c) by the executive officer and (d) upon the executive officer's death or disability that renders him or her incapable of performing the essential functions of his or her job, with or without reasonable accommodation. Each executive officer may also terminate his or her employment agreement and employment at any time for Good Reason. If the executive officer's employment is terminated by UnitedHealth Group without Cause or by the executive officer for Good Reason, UnitedHealth Group will provide the executive officer with outplacement services consistent with those provided to similarly situated executives and pay the executive officer severance compensation equal to the sum of (a) 200% of his or her annualized base salary as of his or her termination date, (b) 200% of the average of his or her last two calendar year bonuses, excluding any equity awards and any special or one-time bonus or incentive compensation payments, and (c) \$12,000 to offset the costs of benefit continuation coverage. The severance compensation will be payable over a 24-month period for Messrs. Rex and Wichmann and Ms. Short and will be payable over a 12-month period for Mr. Renfro. In addition, if UnitedHealth Group terminates Mr. Rex's employment without Cause or if Mr. Rex terminates employment for Good Reason, Mr. Rex has the option to remain employed in an advisory capacity for one year (at his then-current annual base salary and target bonus) following notification of termination.

Applicable definitions for the employment agreements follow.

Term	Definition
Cause	<p>Means:</p> <p style="margin-left: 40px;">Material failure to follow UnitedHealth Group's reasonable direction or to perform any duties reasonably required on material matters;</p> <p style="margin-left: 40px;">A material violation of, or failure to act upon known or suspected violations of, UnitedHealth Group's Code of Conduct;</p> <p style="margin-left: 40px;">Conviction of any felony, commission of any criminal, fraudulent or dishonest act, or any conduct that is materially detrimental to UnitedHealth Group's interests; or</p> <p style="margin-left: 40px;">Material breach of the employment agreement.</p>

UnitedHealth Group must provide the executive officer with written notice of Cause within 120 days of discovery, and the executive officer will have 60 days to remedy the conduct, if the conduct is reasonably capable of being remedied.

Good Reason

Exists if UnitedHealth Group:

Reduces the executive officer's base salary or long- or short-term target bonus percentage other than in connection with a general reduction affecting a group of similarly situated employees;

Moves the executive officer's primary work location more than 50 miles;

Makes changes that substantially diminish the executive officer's duties or responsibilities*; or

Changes the executive officer's reporting relationship.

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Term

Definition

The executive officer must give UnitedHealth Group written notice of the circumstances constituting Good Reason within 120 days of becoming aware of the circumstances, and UnitedHealth Group will have 60 days to remedy the circumstances.

* For Mr. Rex, Good Reason also exists if UnitedHealth Group makes a change so that he no longer serves as both CFO of UnitedHealth Group and a member of the Office of the CEO of UnitedHealth Group. For Mr. Renfro, Good Reason also exists if UnitedHealth Group makes a change so that he no longer holds the positions of Vice Chairman of UnitedHealth Group and CEO of Optum, Inc. or other equivalent positions.

Non-Solicitation, Non-Competition and Confidentiality Provisions

Pursuant to their respective employment agreements, each executive officer is subject to provisions prohibiting his or her solicitation of UnitedHealth Group's employees or competing with UnitedHealth Group during the term of the employment agreement and for two years following termination for any reason. In addition, each executive officer is prohibited at all times from disclosing confidential information related to UnitedHealth Group.

Table of Contents**Potential Payments Upon Termination or Change in Control**

The following table describes the potential payments to named executive officers upon termination of employment or a change in control of UnitedHealth Group as of December 31, 2016. Amounts are calculated based on the benefits available to the named executive officers under existing plans and arrangements, including each of their employment agreements described under Executive Employment Agreements.

Name	For Good Reason or Not For Cause (\$)	Death (\$)	Disability (\$)	Retirement (\$)	Change In Control (\$)
Stephen J. Hemsley					
Cash Payments	1,300,000	8,350,000	8,350,000		
Annual Cash Incentive (1)		5,200,000	5,200,000	5,200,000	
Long-Term Cash Incentive (2)		1,311,111	1,311,111	1,311,111	1,311,111
DSUs in the SERP	12,773,328	12,773,328	12,773,328	12,773,328	12,773,328
Insurance Benefits			420,000		
Acceleration of Equity (3)	43,953,115	37,177,341	37,177,341	43,953,115	43,953,115
Total (4)	58,026,443	64,811,780	65,231,780	63,237,554	58,037,554
John F. Rex					
Cash Payments	3,212,000				
Annual Cash Incentive (1)		1,840,000	1,840,000	1,840,000	
Long-Term Cash Incentive (2)					
Insurance Benefits		2,000,000	480,000		
Acceleration of Equity (3)	13,487,185	17,036,707	17,036,707		18,799,547
Total (4)	16,699,185	20,876,707	19,356,707	1,840,000	18,799,547
David S. Wichmann					
Cash Payments	8,212,000				
Annual Cash Incentive (1)		4,070,000	4,070,000	4,070,000	
Long-Term Cash Incentive (2)		1,111,111	1,111,111	1,111,111	1,111,111
Insurance Benefits		2,000,000	660,000		
Acceleration of Equity (3)	29,115,893	29,141,638	29,141,638		33,924,434
Total (4)	37,327,893	36,322,749	34,982,749	5,181,111	35,035,545
Larry C. Renfro					
Cash Payments	8,212,000				
Annual Cash Incentive (1)		4,070,000	4,070,000	4,070,000	
Long-Term Cash Incentive (2)		1,111,111	1,111,111	1,111,111	1,111,111
Insurance Benefits		2,000,000	660,000		
Acceleration of Equity (3)	33,924,434	29,141,638	29,141,638	33,924,434	33,924,434
Total (4)	42,136,434	36,322,749	34,982,749	39,105,545	35,035,545
Marianne D. Short					
Cash Payments	3,862,000				
Annual Cash Incentive (1)		1,600,000	1,600,000	1,600,000	
Long-Term Cash Incentive (2)		807,265	807,265	807,265	807,265
Insurance Benefits		2,000,000	480,000		
Acceleration of Equity (3)	15,143,288	15,155,402	15,155,402		17,401,884
Total (4)	19,005,288	19,562,667	18,042,667	2,407,265	18,209,149

- (1) Represents the maximum amount the Compensation Committee may in its discretion determine, but is not required, to pay the executive officer (or the executive officer's estate, if applicable) based upon a prorated portion of the award that the executive officer would have received but for his or her death, disability or retirement, calculated at the achievement of the maximum performance target, as more fully described in footnote 2 to the 2016 Grants of Plan-Based Awards table. For the purposes of this table, the potential amounts have not been prorated because the table assumes a death, disability or retirement as of December 31, 2016.

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- (2) With respect to Death, Disability and Retirement, represents the maximum amount the Compensation Committee may in its discretion determine, but is not required, to pay the executive officer (or the executive officer's estate, if applicable) based upon the portion of the incentive periods the executive officer served prior to death, disability or retirement and measurement of UnitedHealth Group and executive performance based on performance through the end of the fiscal year of UnitedHealth Group which ends closest to the executive officer's date of death, disability or retirement, calculated at the achievement of the maximum performance target, as more fully described in footnote 3 to the 2016 Grants of Plan-Based Awards table. With respect to Change in Control, represents the amount payable by UnitedHealth Group or its successor to each executive officer (or to be credited to the named executive officer's account in UnitedHealth Group's Executive Savings Plan if a timely deferral election is in effect), which is a prorated portion of the maximum long-term cash incentive award for which the executive officer is eligible for the 2015-2017 and 2016-2018 performance periods.
- (3) Represents the (i) unvested RSUs multiplied by the closing stock price on December 31, 2016 (\$160.04), (ii) intrinsic value of the unvested stock options, which is calculated based on the difference between the closing price of our stock on December 31, 2016 (\$160.04) and the exercise or grant price of the unvested stock options as of that date, and (iii) the number of performance shares earned if target performance is achieved multiplied by the closing stock price on December 31, 2016 (\$160.04). If maximum performance is achieved for the performance shares, the amounts for Acceleration of Equity would be (a) for For Good Reason or Not for Cause, \$57,549,953 for Mr. Hemsley; \$16,976,057 for Mr. Rex, \$38,713,652 for Mr. Wichmann; \$43,522,192 for Mr. Renfro; and \$19,651,455 for Ms. Short; (b) for Death and Disability, \$43,998,406 for Mr. Hemsley; \$18,762,738 for Mr. Rex, \$33,956,602 each for Messrs. Wichmann and Renfro; and \$17,417,087 for Ms. Short; (c) for Retirement, \$57,549,953 for Mr. Hemsley; and \$43,522,192 for Mr. Renfro; and (d) for Change in Control, \$57,549,953 for Mr. Hemsley; \$22,288,419 for Mr. Rex; \$43,522,192 each for Messrs. Wichmann and Renfro; and \$21,910,050 for Ms. Short.

For For Good Reason or Not for Cause, the amount includes the value of unvested equity awards held by the named executive officer that will not immediately vest upon termination but will continue to vest through any applicable severance. For Retirement, the amount includes the value of certain unvested equity awards granted in 2013, 2014, 2015 and 2016 that will continue to vest and be exercisable for a period of five years (but not after the award's expiration date). The value of the awards that will not immediately vest is based on their intrinsic values on December 31, 2016. However, because these awards would continue to vest after termination of employment or retirement, the actual value the named executive officer would receive is not determinable. At December 31, 2016, Messrs. Hemsley and Renfro had met the retirement eligibility provisions.

- (4) Does not include value of benefits, plans or arrangements that would be paid or available following termination of employment that do not discriminate in scope, terms or operation in favor of our executive officers and that are generally available to all salaried employees or accrued balances under any non-qualified deferred compensation plan that is described above.

Enterprise-Wide Incentive Compensation Risk Assessment

Our Compensation Committee requested that management conduct a risk assessment of UnitedHealth Group's enterprise-wide compensation programs. The risk assessment reviewed both cash incentive compensation plans and individual cash incentive awards paid in 2016 for the presence of potential design elements that could incent employees to incur excessive risk, the ratio and level of incentive to fixed compensation, the amount of manager discretion, the level of compensation expense relative to the business units' revenues, and the presence of other design features that serve to mitigate excessive risk-taking, such as UnitedHealth Group's clawback policy, stock ownership guidelines, multiple performance measures and similar features. The Compensation Committee also receives an

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annual report on UnitedHealth Group's compliance with its equity award program controls.

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After considering the results of the risk assessment, management concluded that the level of risk associated with UnitedHealth Group's enterprise-wide compensation programs is not reasonably likely to have a material adverse effect on UnitedHealth Group. The results of the risk assessment were reviewed with the Compensation Committee at its February 2017 meeting. Please see "Compensation Discussion and Analysis" above for a discussion of compensation design elements intended to mitigate excessive risk-taking by our executive officers.

Equity Compensation Plan Information

The following table sets forth certain information, as of December 31, 2016, concerning shares of common stock authorized for issuance under all of our equity compensation plans:

Plan category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights (in millions)	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (in millions)
Equity compensation plans approved by shareholders (1)	36	\$ 84	78(3)
Equity compensation plans not approved by shareholders (2)			
Total (2)	36	\$ 84	78

- (1) Consists of the UnitedHealth Group Incorporated 2011 Stock Incentive Plan, as amended and the UnitedHealth Group 1993 ESPP, as amended.
- (2) Excludes 184,000 shares underlying stock options assumed by us in connection with an acquisition. These options have a weighted-average exercise price of \$95 and an average remaining term of approximately 7 years. The options are administered pursuant to the terms of the plan under which the options originally were granted. No future awards will be granted under this acquired plan.
- (3) Includes 10 million shares of common stock available for future issuance under the Employee Stock Purchase Plan as of December 31, 2016, and 68 million shares available under the 2011 Stock Incentive Plan as of December 31, 2016. Shares available under the 2011 Stock Incentive Plan may become the subject of future awards in the form of stock options, SARs, restricted stock, restricted stock units, performance awards and other stock-based awards.

Reconciliation of Non-GAAP Financial Measures*Use of Non-GAAP Financial Measures*

Adjusted net earnings per share is a non-GAAP financial measure. Non-GAAP financial measures should be considered in addition to, but not as a substitute for, or superior to, financial measures prepared in accordance with GAAP. Management believes that the use of adjusted net earnings per share provides investors and management useful information about the earnings impact of acquisition-related intangible asset amortization and the earnings impact of the recognition of our estimated share of guaranty association assessments resulting from the liquidation of Penn Treaty.

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UNITEDHEALTH GROUP
RECONCILIATION OF NON-GAAP FINANCIAL MEASURES
ADJUSTED NET EARNINGS AND EARNINGS PER SHARE ¹

(in millions, except per share data)

(unaudited)

	Year Ended December 31, 2016	Year Ended December 31, 2015
GAAP net earnings	\$ 7,017	\$ 5,813
Intangible amortization	882	650
Penn Treaty impact	350	
Tax effect	(454)	(227)
Adjusted net earnings	\$ 7,795	\$ 6,236
GAAP diluted earnings per share	\$ 7.25	\$ 6.01
Intangible amortization per share	0.91	0.67
Penn Treaty impact per share	0.36	
Tax effect per share	(0.47)	(0.23)
Adjusted diluted earnings per share	\$ 8.05	\$ 6.45

¹ GAAP and adjusted net earnings are attributable to UnitedHealth Group common shareholders.

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Set forth below is information concerning the compensation of UnitedHealth Group's directors. The definitive proxy statement for UnitedHealth Group's 2017 Annual Meeting of Shareholders may include additional information related to the topics discussed below. As used in this section, the terms *we*, *our*, *us*, *its*, or *UnitedHealth Group*, refer to UnitedHealth Group Incorporated and its subsidiaries, and *Compensation Committee* refers to the Compensation Committee of the UnitedHealth Group Board.

Our director compensation and benefit program is designed to compensate our non-employee directors fairly for work required for a company of our size and scope and to align their interests with the long-term interests of our shareholders. Director compensation reflects our desire to attract, retain and use the expertise of highly qualified people serving on UnitedHealth Group's Board of Directors. The Compensation Committee reviews the compensation level of our non-employee directors on an annual basis and makes recommendations to the UnitedHealth Group Board. In August 2016, the Compensation Committee, with the advice of its independent compensation consultant, undertook an annual review of the structure and philosophy of the director compensation program. This review analyzed the structure and the overall level and mix of compensation delivered by UnitedHealth Group's director compensation program as compared to UnitedHealth Group's general industry peer group and also the four large publicly traded managed health care companies. Following this review, the Compensation Committee recommended, and the UnitedHealth Group Board approved, an increase effective as of October 1, 2016 to the annual cash retainer paid to the chairs of the Nominating Committee and Public Policy Committee from \$15,000 to \$20,000. The Compensation Committee's recommendations, and the UnitedHealth Group Board's subsequent approval, were made after considering the results of the market practices review and the complexity of UnitedHealth Group's structure and operations.

The following table highlights the material elements of our director compensation program:

Compensation Element	Compensation Value
Annual Cash Retainer	\$ 125,000
Annual Audit Committee Chair Cash Retainer	\$ 25,000
Annual Compensation Committee Chair Cash Retainer	\$ 20,000
Annual Nominating Committee Chair Cash Retainer	\$ 20,000*
Annual Public Policy Committee Chair Cash Retainer	\$ 20,000*
Annual Board Chair Cash Retainer	\$ 300,000
Annual Equity Award	\$175,000 aggregate fair value of deferred stock units
Equity Conversion Program	At the director's election, cash compensation may be converted into DSUs, or if the director has met the stock ownership guidelines, into common stock

* Effective October 1, 2016, the annual retainer was increased from \$15,000 to \$20,000.

Cash Compensation

Cash retainers are payable on a quarterly basis in arrears on the first business day following the end of each fiscal quarter, and subject to pro rata adjustment if the director did not serve the entire quarter. Directors may elect to receive deferred stock units (DSUs) or common stock (if the director has met the stock ownership guidelines) in lieu of their cash compensation or may defer receipt of their cash compensation to a later date pursuant to the Directors Compensation Deferral Plan (Director Deferral Plan).

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Equity-Based Compensation

Non-employee directors receive annual grants of DSUs under the 2011 Stock Incentive Plan having an annual aggregate fair value of \$175,000, subject to rounding adjustments described below. The grants are in consideration of general service and responsibilities and required meeting preparation. The grants are issued quarterly in arrears on the first business day following the end of each fiscal quarter and prorated if the director did not serve the entire quarter. The number of DSUs granted is determined by dividing \$43,750 (the quarterly value of the annual equity award) by the closing stock price on the grant date, rounded up to the nearest share.

The DSUs immediately vest upon grant and must be retained until completion of the director's service on the UnitedHealth Group Board. Upon completion of service, the DSUs convert into an equal number of shares of UnitedHealth Group's common stock. A director may defer receipt of the shares for up to ten years after completion of service pursuant to the Director Deferral Plan. Non-employee directors who have met their stock ownership requirement may elect to receive common stock in lieu of DSUs and/or in-service distributions on pre-selected dates.

If a director elects to convert his or her cash compensation into common stock or DSUs, such conversion grants are made on the day the eligible cash compensation becomes payable to the director. The director receives the number of shares of common stock or DSUs, as applicable, equal to the cash compensation foregone, divided by the closing price of our common stock on the date of grant, rounded up to the nearest share. The DSUs immediately vest upon grant. A director may only elect to receive common stock if he or she has met the stock ownership guidelines.

UnitedHealth Group pays dividend equivalents in the form of additional DSUs on all outstanding DSUs. Dividend equivalents are paid at the same rate and at the same time that dividends are paid to UnitedHealth Group shareholders and are subject to the same vesting conditions as the underlying grant.

Stock Ownership Guidelines

Under our stock ownership guidelines, we require non-employee directors to achieve ownership of shares of UnitedHealth Group's common stock (excluding stock options, but including vested DSUs and vested restricted stock units) having a fair market value equal to five times the directors' annual base cash retainer. Non-employee directors must comply with the stock ownership guidelines within five years of their appointment to the UnitedHealth Group Board. All of our non-employee directors have met the stock ownership requirement or have served as a director for less than five years.

Director Deferral Plan

Under the Director Deferral Plan, subject to compliance with applicable laws, non-employee directors may elect annually to defer receipt of all or a percentage of their compensation. Amounts deferred are credited to a bookkeeping account maintained for each director participant that uses a collection of unaffiliated mutual funds as measuring investments. Subject to certain additional rules set forth in the Director Deferral Plan, a participating director may elect to receive the distribution in one of the following ways:

a series of five or ten annual installments following the completion of his or her service on the UnitedHealth Group Board;

a delayed lump sum following either the fifth or tenth anniversary of the completion of his or her service on the UnitedHealth Group Board;

for cash deferrals, an immediate lump sum upon the completion of his or her service on the UnitedHealth Group Board; or

pre-selected amounts to be distributed on pre-selected dates while the director remains a member of the UnitedHealth Group Board.

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The Director Deferral Plan does not provide for matching contributions by UnitedHealth Group.

Other Compensation

We reimburse directors for any out-of-pocket expenses incurred in connection with service as a director. We also provide health care coverage to directors but only if the director is not eligible for coverage under another group health care benefit program. Health care coverage is provided generally on the same terms and conditions as current employees. Upon retirement from the UnitedHealth Group Board, directors may continue to obtain health care coverage under benefit continuation coverage, and after the lapse of such coverage, under UnitedHealth Group's post-employment medical plan for up to a total of 96 months if they are otherwise eligible.

UnitedHealth Group maintains a program through which it will match up to \$15,000 of charitable donations made by each director for each calendar year. The directors do not receive any financial benefit from this program because the charitable income tax deductions accrue solely to UnitedHealth Group. Donations under the program may not be made to family trusts, partnerships or similar organizations.

Our corporate aircraft use policy prohibits personal use of corporate aircraft by any director. Because there is essentially no incremental cost to UnitedHealth Group, however, the policy does permit a director's family member to accompany the director on a business flight on UnitedHealth Group aircraft provided a seat is available.

2016 Director Compensation Table

The following table provides summary information for the year ended December 31, 2016 relating to compensation paid to or accrued by us on behalf of our non-employee directors who served in this capacity during 2016.

Mr. Hemsley is an employee director and does not receive additional compensation for serving as a director.

Dr. Bueno, an employee director who passed away in February 2017, also did not receive compensation in 2016.

Mr. Flynn did not serve as a director until January 2017.

Name	Fees Earned or Paid in		Change in Pension Value and Non-Qualified Deferred Compensation		All Other Compensation (\$)	Total (\$)
	Cash (\$)	Stock Awards (\$)	Option Awards (\$)	Earnings (\$)		
William C. Ballard, Jr.	125,000	175,142			18,000	318,142
Richard T. Burke	425,000	175,142			24,632	624,774
Robert J. Darretta		300,234				300,234
Michele J. Hooper	140,000	175,142			18,490	333,632
Rodger A. Lawson	145,000	175,142			24,642	344,784
Glenn M. Renwick		325,189				