

**SEVENTH AMENDMENT
TO THE 2004 ADMINISTRATIVE SERVICES ONLY CONTRACT
BETWEEN
WISCONSIN GROUP INSURANCE BOARD
AND
BROADSPIRE SERVICES, INC. OR ITS SUCCESSOR IN INTEREST
AETNA LIFE INSURANCE COMPANY**

Reference is hereby made to the Administrative Service Only Contract (the "ASO Contract") effective January 1, 2004 by and between the Wisconsin Group Insurance Board (the "Board") and Broadspire Services, Inc. ("Broadspire").

On February 27, 2006, Broadspire entered into an Asset Purchase Agreement ("APA") to, among other things, sell certain assets used in the operation of the Disability business of Broadspire to Aetna Life Insurance Company ("Aetna"). In connection with such sale, Broadspire will assign all of its rights and obligations under the ASO Contract to Aetna. Such assignment will become effective upon the closing of the transactions contemplated by the APA (the "Closing").

In consideration for the Board's agreement to allow Aetna to be substituted for Broadspire under the ASO Contract, it is hereby agreed that:

Broadspire shall continue to faithfully perform its obligations under the ASO Contract through the Closing.

Pursuant to the assignment from Broadspire to Aetna, Aetna will assume all contractual liabilities and obligations under the Agreement regardless of when such liabilities and obligations arose, including, without limitation, liabilities and obligations to the Board, the Department of Employee Trust Funds and the individuals covered by the benefit plans administered under the ASO Contract, as well as liability for liquidated damages and indemnification of the Board or Department of Employee Trust Funds under the terms of the ASO Contract.

Aetna agrees to update, within sixty (60) days of the Closing, the following documents required under the ASO Contract: Business Continuity Plan, Contingency Plan, Facilities Plan, key staff information, organizational chart and specific staffing of the Wisconsin account (FTE by position and percentage), and the Turnover Plan.

Aetna agrees to pay for all costs associated with this assignment from Broadspire to Aetna. This includes, but is not limited to, updating all materials to reflect the name change, notification to individuals covered by the benefit plans administered under the ASO Contract, and notification to respective employers. Aetna agrees to draft, finalize, and distribute all updates and notifications. All updates and notifications must be reviewed and approved by the Department of Employee Trust Funds prior to distribution.

Broadspire warrants and represents that it has investigated to its satisfaction all of Aetna's actual and potential liabilities under the ASO Contract, including without limitation such liabilities to the Board, the Department of Employee Trust Funds and the individuals covered by the benefit plans administered under the ASO agreement and assumes them all, known and unknown, asserted and unasserted, without reservation. Nothing in this agreement shall prevent Broadspire from entering into a separate agreement for the purpose of securing indemnification from Broadspire for liabilities arising out of Broadspire's administration prior to the Closing date, but Broadspire's failure to indemnify Aetna in no way shall limit Aetna's liability or obligations to the Board, the Department of Employee Trust Funds and the individuals covered by the benefit plans administered under the ASO agreement.

Aetna agrees to assume all of Broadspire's risks and responsibilities under the ASO Agreement. Aetna agrees to be bound by all of Broadspire's commitments under the ASO Agreement, including but not limited to any existing interpretations of the ASO Agreement already agreed to by Broadspire.

The ASO Contract is amended, effective at the Closing, to substitute throughout Aetna for Broadspire as the CONTRACTOR. Aetna will notify the Board of the date of the Closing no later than 24 hours after the closing of the transactions contemplated by the APA.

From receipt of notice of the Closing onwards, payments to which Broadspire would have been entitled under the ASO Contract shall be made to Aetna.

By their signatures below, the signers represent that they are authorized to enter into this agreement on behalf of their respective principals and to bind the parties to this agreement.

BROADSPIRE SERVICES, INC.

BY: *Peg Haennicke*
Name: *Peg Haennicke*
Title: *President*
Date: *3-31-06*

AETNA LIFE INSURANCE COMPANY.

BY: *Peg Haennicke*
Name: *Peg Haennicke*
Title: *Customer Solutions*
Date: *7-10-06*

GROUP INSURANCE BOARD

BY: *Steve Frankel*
Steve Frankel
Chair
Date: *8/28/06*