

Employer Service Agreement

AMERICAN MUTUAL BENEFITS

P.O. Box 1103
Cheyenne, WY 82003
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In connection with administration of the Employee Benefit Plan described below (hereinafter "Plan"), the undersigned (hereinafter "Employer") hereby retains American Mutual Benefits (hereinafter "AMB") to provide the services listed below, and AMB agrees to provide such services, upon the following terms and conditions:

1. Administration. Subject to the supervision of the Employer, AMB will administer the Plan, including any amendments thereto, in accordance with its terms. All of the provisions of the Plan, including the provisions governing indemnifications and limitations of liability, are hereby incorporated herein by reference. AMB acts as agent for the Employer, and is subject to direction from the Employer and agrees to provide the services listed:

Medical and Dependent Care Plan. The administration of the Plan is defined as and includes, but is not limited to: preparation of the plan document, summary plan description, resolution, adoption agreement, Department of Labor (DOL) filing (if required), enrollment form, and initial discrimination testing (25% concentration test), if necessary information is furnished with this application.

2. Fees. The Employer shall pay AMB compensation as set forth on the Fee Schedule attached hereto and incorporated herein by reference. Said fees shall consist of third party reinsurance fees and administrative fees. It is understood that compensation to AMB shall be used in the calculation of premium charged to plan participants.

3. Employer Responsibilities. The Employer shall provide AMB with information necessary to implement the Plan as agreed to in this document. Employer agrees to make all payroll deductions and/or reimbursements and forward payments due AMB by the 20th calendar day following the invoice period. Employer understands that failure to provide benefits for which employees have been charged through payroll deductions within the prescribed time may result in IRS, DOL, and/or civil penalties as well as suspension or termination of Plan. Late payments may be subject to a finance charge of 1.5% per month (18% annualized) on amounts past due.

4. Reliance on Data. Employer understands that all services and forms prepared according to the terms of this Agreement shall be based on information provided by, or on behalf of the Employer, Manager, or the Plan Administrator. AMB is not responsible for the performance of such services until, and unless, such information as it requests is provided. AMB shall be entitled to rely fully on the accuracy and completeness of information submitted by or on behalf of the Employer, Manager, or Plan Administrator, and shall have no duty or responsibility to verify such information.

5. Timing. Employer agrees to furnish, in a timely manner, to AMB with any and all information which AMB may require including, but not limited to, all amendments to the Plan.

6. Authority. The Employer represents that it is authorized to act for the Plan and engage in this capacity to assist in the performance of administrative duties. AMB is merely retained hereby to provide specific administrative services and AMB shall assume only those responsibilities described in this Agreement. Nothing contained in this Agreement shall constitute any acknowledgment that AMB will act in any capacity so as to be construed as a fiduciary or investment counselor of the Plan, and AMB is not and shall not become the Plan Administrator or a party to the Plan by virtue of this Agreement. All work performed by AMB, pursuant to this Agreement, is for review and execution by Employer or, where appropriate, the Plan Administrator, Manager or legal counsel for such persons. The Employer understands that AMB is not qualified to and does not contract to provide tax or legal advice, and that responsibility for the adequacy or validity of any legal documents relating to the Plan shall be with the Employer and Employer's legal counsel. AMB shall be entitled to rely on its interpretation of tax codes, laws and/or regulations in performing its services hereunder. AMB shall have no responsibility for errors in legal or accounting matters, nor shall AMB have any responsibility for actions or omissions of Employer's previous plan administrators, actuaries or other contract or named service providers. Employer hereby authorizes AMB to discuss, where necessary, any matters relating to the Plan with Employer's legal counsel and/or accountants and with the Plan Administrator and Manager(s). Any fees resulting from such discussions shall be the responsibility of the Employer.

7. Effective Date. This Agreement shall become effective upon signing by AMB and on the date on the Summary Plan Description.

8. Binding Arbitration. All claims, disputes and other matters in question arising out of, or relating to, this agreement, or breach thereof, shall be decided by arbitration in accordance with rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under prevailing law of the State where this document is signed. The award rendered by the arbitrator shall be final and judgement may be entered upon it in accordance with applicable law in any court of competent jurisdiction. In the event it is necessary for AMB to commence legal action against employer on account of a default or violation of any of the terms of this Agreement, AMB shall be entitled to recover, in addition to any other relief to which it becomes entitled, reasonable attorneys' fees.

9. Indemnification. Employer hereby agrees to indemnify and hold harmless AMB against any claims, losses, damages, liabilities, obligations, costs or expenses (collectively, "Claims") incurred by AMB and resulting from (i) its entering into this Agreement and/or agreeing to provide the services agreed upon hereunder; and (ii) its provision of services hereunder, except for Claims arising from AMB's negligence or willful misconduct in the provision of services hereunder.

10. Governing Law. The parties agree that this Agreement shall be governed by the laws of the State where document is signed.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors and assigns.

12. Entire Agreement. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of terms. No course of prior dealing between the parties, and no usage of trade, shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No other representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. If any clause or provision of this Agreement is found to be void or otherwise unenforceable all other clauses or provisions shall remain in full force and effect. This Agreement can only be modified in writing signed by the parties or their duly authorized agents.

IN WITNESS WHEREOF, the parties have executed this Agreement.

American Mutual Benefits
By:
Date:

Employer Name:
By:

Date: