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American Health Resources, Inc.
Section 105
Employee Welfare Benefit Plan

Adoption Agreement

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NOTE: This Plan may not be used unless an authorized representative of American Health Resources, Inc., (the Plan Sponsor) has acknowledged the use of the Plan. Such acknowledgement is for administerial purposes only. It acknowledges that the Signatory Company is using the Plan, but does not represent that this Plan, including the choices selected on the Adoption Agreement, has been reviewed by a representative of the Sponsor, or that such Plan will meet the specific needs of the Signatory Company.

ADOPTION AGREEMENT
FOR
AMERICAN HEALTH RESOURCES, INC. SECTION 105
EMPLOYEE WELFARE BENEFIT MASTER PLAN

PLAN NAME:_____

THIS ADOPTION AGREEMENT, entered into on _____, 20__, by and between _____ (the adopting and hereinafter "Signatory Company", "Company", or "Employer") and American Health Resources, Inc. ("AHR", the sponsor of the American Health Resources Inc. Section 105 Subsection of the Medical Savings Account Welfare Benefit Master Plan) [the "Plan"], as follows:

The Employer hereby adopts (as a participating Signatory Company) this Plan as a self-funded medical savings account welfare benefit plan under Sections 105, 106, 202 and 220 (as applicable) of the Internal Revenue Code of 1986 (the "Code") and ERISA, for those Employees who shall qualify as Participants hereunder for the purpose of providing those Employees with the opportunity to choose among those medical benefit reimbursement levels available to them under the Plan or other Plans adopted by Company, and agrees that the Funds of the Plan shall be disbursed for the benefit of Employer's employees and their beneficiaries.

The Master Plan Document (incorporated herein by reference and this Adoption Agreement, together, shall form the Plan Document for this Plan for the Signatory Company and shall be effective as of the date specified below. The Signatory Company/Employer hereby selects the following Plan Specifications:

A-1 The herein Signatory Company is _____, which Signatory Company shall also be known as the "Employer".

A-2 Signatory Company Information:
Address_____
EIN_____ Telephone_____ Date Business commenced:_____
Signatory Company is a (_) corporation
(_) partnership
(_) sole proprietorship
(_) limited liability company
(_) other:_____
Formed under the laws of the state of _____.
Signatory Company is : Part of a Controlled Group (_____) (yes or no)
Part of an affiliated service group (_____) (yes or no)
Fiscal year: Commences_____ and ends_____.

A-3 The name of the Plan shall be:_____
The Plan Number shall be:_____
(__) The Plan is a new plan with an effective date of _____
(__) This is an amendment and restatement of a previously established plan with an original effective date of _____, amended/restated as of _____

A-4 The "Plan Year" means the annual accounting period of the Plan, which shall begin on the Effective Date and end on the next following _____ (with respect to the initial Plan Year), and continuing thereafter, beginning on each _____ and ending on the next following _____.

A-5 All Employees of the Signatory Company who have selected the _____ medical insurance option shall be Eligible Employees, except for as follows:
(_) no exceptions
(_) other:_____

A-6 Each Eligible Employee shall become a Participant on the later of:
(a) the Effective Date; or
(b) (__) the first day of the month coincident with, or next following, the day on which the Employee has met the requirements for participation set out in section AD-5;
(c) or (__) immediately upon beginning employment with the Employer;
(d) or (__)other:_____
(e) the first day of the month coincident with, or next following, the day on which the Employee has completed and filed a Benefit Election Form in accordance with Article III of the Master Plan Document.

A-7 Benefits under this Plan shall be limited to $_____ for self-only coverage, or $_____ for Employee and spouse, or $_____ for family coverage with the following limitations:_____
_____
_____.

A-8 "Benefits Payable" shall mean the medical expense reimbursement benefit level available for the Participant determined by the Participant's account available to pay benefits hereunder, if any.

A-9 The Representative of the Plan for Signatory Company will be_____, with authority and responsibility to submit Participant information to the Plan Administrator for payment of benefits from the Plan.

A-10 The Signatory Company hereby appoints American Health Resources, Inc., to be its "Plan Administrator", with authority and responsibility to manage and direct the operation and administration of the Plan, and to determine benefits hereunder, and to hold, invest and manage the funds of the Plan for the exclusive benefit of the Participants and beneficiaries, herein. The Plan's Agent for Service of Legal Process is the Plan Administrator.

A-11 Enrollment and Monthly Administrative charges of the Plan shall be paid by:
(__) the Signatory Company
(__) the Participants

IN WITNESS WHEREOF, we have executed this Agreement the date and year first written above.

_____	American Health Resources, Inc.
(Signatory Company)	Sponsor/Plan Administrator
By:_____	By:_____