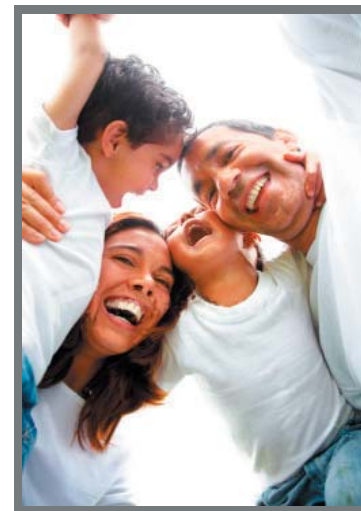


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**Available Exclusively for Future Movement California
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818.882.5252



Administered By:

**American
HealthGuard
DENTAL PLAN**

30 E. Santa Clara St., Suite D, Arcadia, CA 91006
Phone: (800) 72-SMILE • Fax: (626) 821-5514

www.ahdentalplan.com



Smile Benefits Dental Plan

Notes

Plan Summary

We are a dental plan contracted with several dental offices within California to offer you quality dental & exclusive discounted prices from the usual & customary rate. By paying the one time fee for the plan type of your choice, you have access to all our providers and receive the discounts off dental treatment listed for the period of one year. There is no yearly maximum dollar coverage, no deductible, & no prior authorization needed. When you sign up with our Smile Benefits Plan your signing up to Save!

**For complete details of the Smile Benefits Plan please see pages 3-14*

You Choose Your Dentist & Office

There are no restrictions on what office you can attend from our list of providers. As a member of the Smile Benefits Plan you are not assigned to a single office, but rather have access to all our friendly neighborhood dental practices.

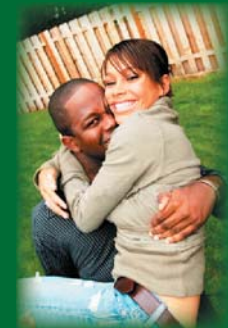
** Please contact us for our most up to date list of offices at (626) 821-5500 or click on the Member Information Tab at our website: www.ahdentalplan.com*

Signing Up is Simple

- Review the brochure & all the great discounts you'll get as a member.
- Fill out the application enclosed completely.
- Mail back the application with your payment to American HealthGuard.

** The Fee Schedule of Discount Benefits is on pages 15-21.*

** The Application is on the next page.*



Helpful Hints for Good Dental Health

Tips for Brushing

- Brush for at least 2 minutes each time to thoroughly clean all tooth surfaces.
- Brush your tongue using a back-to-front sweeping method to remove food particles and freshen your mouth.
- Remember to gently brush the roof of your mouth.

Choosing a Toothpaste

Your toothpaste's taste can make brushing a more enjoyable experience, leading to more thorough brushing, better dental hygiene and reduced risk for gum disease. It is also important to choose toothpaste that meets your dental health needs. For example, to help strengthen weak spots and help prevent cavities, select toothpaste with fluoride. Ask your dental professional what would be best for you.

The Right Toothbrush

There are so many to choose from! Children need to use a child-size toothbrush specific to the size and shape of their mouth and hands. Soft bristles with rounded ends provide gentle cleaning of teeth and delicate gum tissue.

For adults, most dental professionals recommend a soft-bristle brush for removing plaque to help fight cavities and help prevent gum disease.

Most dentists recommend replacing your toothbrush every 3 months.

So why do we need to floss?

This necessary part of your daily oral care routine removes plaque and food particles between your teeth, helping to prevent tooth decay.



30 E. Santa Clara St., Suite D, Arcadia, CA 91006
Phone: (800) 72-SMILE • Fax: (626) 821-5514

The Smile Benefits Dental Plan is a discount fee dental plan. It **is not insurance**. There are **no medical services provided**.



Cut the Application & Submit it to an office accepting this plan or mail it to AHG at the above address.



First Name	M.I.	Last Name	Date of Birth	
Home Address		City	State CA	Zip Code
Employer Name		Address	Phone	
Primary Language (please print):	Plan No. SB08Z01	Solicitor No. 100045	AHG Subscriber ID No.	

Please list the Dependents you would like to include in your coverage (up to 4)

Name	Birth Date
Name	Birth Date
Name	Birth Date
Name	Birth Date

Select Annual Plan Payment Method (✓one)

- Individual: \$72
 Family: \$120
- Check
 Money Order
 Visa
 MasterCard
 Discover
 American Express

* Checks & M.O. payable to
American HealthGuard

Credit Card Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiration Date

Month	Year
-------	------

CID No.

--

For Visa, MasterCard, & Discover customers the 3 digit CID# is on the back of your card after the printed Account Number. American Express customers will find their 4 digit CID# printed on the front of the card above the Account Number.

Smile Benefits Plan
(Zone 01)

I wish to enroll in this discount plan. I understand that all necessary dental services will be charged as described in the description of benefits and fee schedule. My eligible dependents and I are subject to the limitations and exclusions of the plan. I agree this membership shall continue for a minimum of one year from the effective date, and on a year-to-year basis thereafter. The Annual Enrollment Fee includes a \$10 non-refundable administrative fee. By my signature I agree to all the term and conditions. If a credit card is used for payment, I agree to all the terms and conditions of my card provider and authorize this charge by American HealthGuard.

Signature of Applicant

Date

ATTACHMENT “D” BENEFITS
MATRIX

Thank you for choosing the Smile Benefits Plan from American HealthGuard. Discounts for dental services are available from participating dentists only; there is no out-of-network coverage. To access services, you may contact any participating Primary Care/General Dentist. When scheduling your appointment, identify yourself as a Smile Benefits Plan Member. Remember, your routine care is essential in maintaining your dental health.

The Smile Benefits Plan is a discounted dental fee plan administered by American HealthGuard, Inc. The Smile Benefits Plan is not insurance! American HealthGuard, Inc. has been licensed since 1984 and is regulated by the California Department of Managed Health Care. All participating dentists have met rigorous credentialing standards and have agreed to provide dental services at reduced fees to members of this Plan. The Description of Services and Disclosure Form is attached as part of this Enrollment application, and is also available on our website at www.ahdentalplan.com. For additional information about the plan you may simply contact us at 626.821.5500.

American HealthGuard Smile Benefits Plan



THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE DESCRIPTION OF SERVICES AND PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

CATEGORY	COPAYMENTS	LIMITATIONS
Deductibles	None	None
Lifetime Maximums	None	None
Professional Services		
Diagnostic	See Attached ZoneFee Schedule	None
Endodontics	See Attached ZoneFee Schedule	Not if care in progress*
Implant Services	See Attached ZoneFee Schedule	Not if care in progress
Oral and Maxillofacial		
Surgery	See Attached ZoneFee Schedule	Not if care in progress
Orthodontics	See Attached ZoneFee Schedule	Not if care in progress
Periodontics	See Attached ZoneFee Schedule	Not if care in progress
Preventive	See Attached ZoneFee Schedule	None
Prosthodontics	See Attached ZoneFee Schedule	Not if care in progress
Restorative	See Attached ZoneFee Schedule	Not if care in progress
Adjunctive General Services	See Attached ZoneFee Schedule	None
Outpatient Services	Not Applicable	Not Applicable
Hospitalization Services	Not Applicable	Not Applicable
Emergency Health Coverage	Not Applicable	Not Applicable
Ambulance Services	Not Applicable	Not Applicable
Prescription Drug Coverage	Not Applicable	Not Applicable
Durable Medical Equipment	Not Applicable	Not Applicable
Mental Health Services	Not Applicable	Not Applicable
Chemical Dependency Services	Not Applicable	Not Applicable
Home Health Services	Not Applicable	Not Applicable
Other	Not Applicable	Not Applicable

* Dental care services in progress or provided before the effective date of the Member's enrollment in Smile Benefits Plan are not covered Benefits.

ATTACHMENT "B"
DESCRIPTION OF SERVICE AREAS

Zone 1: Los Angeles, Orange, San Diego, Santa Barbara, and Ventura Counties.

Zone 2: Imperial, Riverside, and San Bernardino Counties.

Zone 3: Fresno, Kern, Placer, Sacramento, San Francisco, San Joaquin, Solano, Stanislaus, and Yolo Counties.

ATTACHMENT "C"
MEMBERSHIP FEES

The following Membership Fees are applicable to this Individual Agreement:

Membership Fees Paid Annually / Individual:	\$72.00
Membership Fees Paid Annually / Family:	\$120.00

The Plan will provide written notice of at least 30 days prior to any change in Membership Fees or Smile Benefits Plan Fee Schedule changes.

Smile Benefits Dental Plan

Combined Individual/Family Membership Agreement & Description of Services Disclosure Form

The Smile Benefits Plan is a Discount Dental Fee Plan. The Plan offers members access to dental care services at fees from a network of dentists in the Plan's service area. To receive dental services at the listed fees, members must have completed the enrollment process with American Health Guard. The plan is governed by the terms and conditions found in this document: Individual and Family Membership Agreement and Description of Services and Disclosure Form (the "Agreement"). In addition, the document describes the services covered under the plan. ("AHG"). By enrolling in the Plan, Subscribers agree to the terms of this agreement. In addition, Subscribers and their eligible dependents are subject to all of the provisions, definitions, conditions, and limitations of this Agreement. Subscribers should read the terms of this Agreement carefully.

If you have questions, please call a Plan representative 1-800-SC-SMILES (1-800-727-6453) Monday - Friday from 9:00 a.m. to 5:00 p.m. PST. The Plan's conducts business and receives mail at the following address: 30 East Santa Clara, Suite D, Arcadia, California 91006.

Read the information below to understand with which dentist or group of dentists your dental care discounts may be obtained

Description of the Plan.

1. Definitions.

Act means the Knox-Keene Health Care Service Plan Act of 1975, as amended. The Smile Benefits Plan is subject to the Act.

Combined Description of Services and Disclosure Form - is the document issued to the subscriber a discounted fee services plan. This document which includes a summary of the information contained in the Subscriber Agreement, including any discounted fees.

Dental Care Services means those dental care services eligible for discounted fees under the Plan.

Department means the California Department of Managed Health Care.

Discount Dental Fee Plan provides access to its members through providers of dental care services. Members have the right to receive discounts on dental care services. In exchange, the Plan receives fees, dues, charges or other considerations. A discount dental fee plan contracts with providers, provider networks or other Discount Fee Plan organizations to offer discounted fees for dental care services for its members. The Plan also determines the membership charge that it will charge members for Discount Dental Fee Plan.

Eligible Dependents means the lawful spouse of the Subscriber (unless legally separated), a dependent parent (provided proof of dependency is furnished to the Plan by the Subscriber at the time of enrollment), or the unmarried children (including step-children, adopted and foster children who are dependent on the Subscriber for support and maintenance) of the Subscriber, from and after birth, until their 19th birthday (or 24th if a full-time student). At attainment of age nineteen (19), coverage as a dependent shall be extended if the child is and continues to be both (1) incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition; (2) Chiefly dependent upon the subscriber for support and maintenance. At least 90 days prior to a child reaching the limited age, the Plan will send notice to you, the subscriber that coverage for the dependent child will terminate at the limited age unless proof of incapacity and dependency is provided within 60 days of receipt of notice. Plan shall determine if the child meets the conditions above, prior to the child reaching the age limit. Otherwise, coverage of the child will continue until the Plan makes its determination. After two (2) years following the child reaching the limited age, the Plan may request proof of continuing incapacity and dependency, but not more often than yearly.

Fees – shall mean the negotiated rate for a dental service that is payable by the Member directly to the Dentist under the terms of a Benefit Plan.

Member means any eligible Subscriber and his or her eligible dependent(s) for whom the appropriate Membership Fee has been paid.

Membership Fee means those amount payable monthly or annually as set forth herein consideration for membership in Plan and access to the discounts provided.

Participating Provider means general or specialist dentists who are contracted with the Plan to provide discounts to eligible Members for Dental Care Services. A current listing of these providers may be found on the company website: www.ahdentalplan.com

* The cost of gold will be added to the listed price.

Dentist shall charge members no more than 80% of Dentist's normal charge for procedures not listed on this discounted fee schedule. Please contact American HealthGuard Corporation for questions or assistance in determination.

Payment for services received is due at the time treatment is performed. You are advised to discuss all fees with your Dentist prior to beginning treatment, and make the necessary payment arrangements with your Dentist directly.

The Smile Benefits Plan is a discounted fee dental program offered by American HealthGuard Corp., a California corporation.

EXCLUSIONS

The following services or treatments are excluded from Smile Benefits Plan:

- dental care services in progress or provided before the effective date of the Member's enrollment in American HealthGuard Corp.

fee schedule continues...

Implant Services

D6010	Surgical placement of implant body endosteal implant	\$1,500.00
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)*	\$900.00

Orthodontics (braces)

D8070	Comprehensive orthodontic treatment of adolescent dentition	\$3,750.00
D8090	Comprehensive orthodontic treatment of adult dentition excludes adjunctive procedures such as: extractions, surgery, myofunctional or speech therapy, & restorative or periodontal care.	\$3,750.00

Adjunctive General Services

D9110	Palliative (emergency) treatment of dental pain, minor procedure	\$45.00
D9220	Deep sedation/general anesthesia, 1st 30 minutes	\$205.00
D9221	Deep sedation/general anesthesia, each additional 15 minutes	\$85.00
D9972	External bleaching - per arch	\$125.00
D9973	External bleaching - per tooth	\$45.00

Non-Participating Provider means general dentists or specialist dentists who are not contracted with the Plan. There are no plan services for members who use a non-participating provider.

Plan means Smile Benefits Plan, a dental discount program of American HealthGuard Corporation, Inc.

Plan Contract means a contract, such as this Agreement, between the Plan and its Subscribers or a person or entity contracting on behalf of Members pursuant to which access to discounted dental fees from Participating Providers is provided.

Service Area means a geographical area designated by Plan within which it provides access to discounted dental fees. The Service Areas are described in Attachment “B” to this Agreement. Services are not available outside the Service Areas.

Services mean the discounted fees for Dental Care Services from Participating Providers available to Members as determined by the Plan.

Services in Progress means Dental Care Services provided by a Participating Provider requiring more than one (1) day to complete, or of such a nature that a Member would not reasonably contract to have the first of the services without assurance that each of the later services would be performed in sequence according to the agreed-upon schedule or on dates reasonably close to the scheduled dates, and the first of which Dental Care Services have been performed on or before the date on which Plan Membership terminates. “Services in Progress” do not include dental care services, whether directly or indirectly related thereto, begun before the effective date of Member’s Plan Membership.

Subscriber means the individual who has paid a Membership Fee.

2. Description of The Plan: The Plan is a Discount Dental Fee Plan. Each Plan Member is entitled to:

- receive discounts from Participating Provider on specified Dental Care Services.
- receive predetermined discounts for certain listed Dental Care Services from Participating Providers and,
- receive a 20% discount off the Participating Provider’s normal retail prices for all other unlisted Dental Care Services.

The Plan reviews the terms and conditions regarding the Dental Care Services eligible discounts and the discounted fees on an annual basis. And each year on January 1, these fees are subject to change, modification or substitution by the Plan. Plan will provide the Member, upon request, with written notice at least 30 days prior to implementing any such changes. The Plan will also deliver to the Member a notice in writing indicating any changes in discounted fees, premium rates, or services at least 30 days prior to the contract renewal effective date.

The overwhelming majority of dental fees are contracted for at levels significantly reduced from the dentist's usual fees. Fees for unlisted Dental Care Services are contracted at 20% discount off of the Participating Providers usual and customary fee for such Services.

A Member who wishes to confirm the discounted fee for a specific Dental Care Service should call a Smile Benefits Plan representative at 1-800-SC-SMILES (1-800-727-6453) Members may also call the Plan to obtain the business hours for a Participating Provider. Members may also obtain the information on the Smile Benefits Plans website www.ahdentalplan.com

3. Other Charges: Fees for unlisted Dental Care Services are contracted for 20% discount off of the Participating Provider's usual and customary fee for such Services. The overwhelming majority of dental care fees are contracted for at levels significantly reduced from the dentist's usual fees.

4. Discounted Fees: Attachment "A" contains a list of Dental Care Services discounted under the Smile Benefits Plan. All fees for procedures listed are the maximum fees for which a member will be responsible to pay direct to the dentist.

5. Membership Fees: Membership Fees applicable to this Agreement, including monthly and annual Membership Fees for Individuals and for Families, are contained in Attachment "C" to this Agreement, which Attachment is incorporated herein by this reference.

6. Principal Exclusions and Limitations: Dental Care Services must be received from a Participating Provider. Dental Care Services or expenses in connection or incurred with any dental procedures started prior to the Member's effective date under this Agreement or after termination of the Member's Membership are excluded. (Examples: root canal treatment in progress, teeth prepared for crowns, orthodontic treatment in progress.)

Restorative Dentistry

D2140	Amalgam restoration, 1 surface - primary & permanent	\$55.00
D2150	Amalgam restoration, 2 surface - primary & permanent	\$75.00
D2160	Amalgam restoration, 3 surface - primary & permanent	\$92.00
D2161	Amalgam restoration, 4+ surface -primary & permanent	\$99.00
D2330	Resin filling, 1 surface anterior	\$75.00
D2331	Resin filling, 2 surface anterior	\$95.00
D2332	Resin filling, 3 surface anterior	\$120.00
D2390	Composite crown, anterior	\$145.00
D2391	Resin filling, 1 surface posterior	\$82.00
D2392	Resin filling, 2 surface posterior	\$105.00
D2393	Resin filling, 3 surface posterior	\$135.00
D2394	Resin filling, 4 surface posterior	\$155.00
D2951	Pin retention (per pin), maximum 3 pins per tooth	\$30.00
D2710	Crown, plastic (laboratory processed)	\$250.00
D2740	Crown, porcelain	\$645.00
D2750	Crown, porcelain fused to high noble metal*	\$600.00
D2751	Crown, porcelain fused to base metal	\$520.00
D2752	Crown, porcelain fused to noble metal*	\$579.00
D2930	Crown, stainless steel (primary)	\$110.00
D2931	Crown, stainless steel (permanent)	\$115.00
D2940	Sedative filling	\$35.00
D2952	Cast post & core in addition to crown	\$150.00
D2954	Prefabricated post & core (addition to crown)	\$110.00

Space Maintainers

D1510	Fixed, unilateral band type (including band)	\$135.00
D1515	Fixed, bilateral, lingual, or palatal bar type	\$169.00

fee schedule continues...

Endodontics

D3110	Pulp cap-direct (excluding final restoration)	\$30.00
D3120	Pulp cap-indirect (excluding final restoration)	\$25.00
D3220	Therapeutic pulpotomy	\$69.00
D3310	Root canal - anterior	\$385.00
D3320	Root canal - bicuspid	\$465.00
D3330	Root canal - molar	\$665.00

Prosthetics

D2920	Recement crown	\$36.00
D5110	Complete maxillary denture	\$650.00
D5120	Complete mandibular denture	\$760.00
D5130	Immediate denture - maxillary	\$760.00
D5140	Immediate denture - mandibular	\$760.00
D5211	Maxillary - resin base (including conventional clasps, rests, & teeth)	\$499.00
D5212	Mandibular - resin base (including conventional clasps, rests, & teeth)	\$460.00
D5213	Maxillary - cast metal framework with resin base (including conventional clasps, rests, & teeth)	\$899.00
D5214	Mandibular - cast metal framework with resin base (including conventional clasps, rests, & teeth)	\$899.00
D5410	Adjustment - complete denture, maxillary	\$30.00
D5411	Adjustment - complete denture, mandibular	\$30.00
D5421	Adjustment - partial denture, maxillary	\$30.00
D5422	Adjustment - partial denture, mandibular	\$30.00
D5660	Add clasp to existing partial denture	\$110.00
D6930	Recement fixed partial denture	\$50.00

7. Identification of Member: The Plan issues each Subscriber one (1) ID card. A membership card must be presented at the time Dental Care Services are obtained at a Participating Provider. The Member must also pay the Provider at the time that Dental Care Services are received unless otherwise agreed upon between Provider and Member. The Member is not required to file any claims. The ID card will also list the discount fee plan under which you have enrolled.

8. Effective Date of Coverage: All persons who have submitted the required enrollment information to the Plan and have either paid or had paid on their behalf the appropriate Membership Fee will be considered Members. Applications received by the 25th of the month will be processed and effective the 1st of the following month.

9. Your Choice of Dentists and Providers; Member's Choice Determines Responsibility for Payment. You must use a Participating Provider in order to receive discounted services. The Plan does not assign Members to Participating Providers and you are free to select and receive Dental Care Services from any Participating Provider. Participating Providers for your geographic area may be located using Plan's website or by telephoning the Plan at the number on page 1. The Plan maintains an extensive network of general dentists and specialists. There are specialist dentists in reasonable proximity to where Members reside in most geographic areas. Some specialties may not be available in some more rural areas. Should the need arise, Members should call the Plan or consult the Plan's website to determine where a particular specialty may be found in the Member's area.

If you want to change from one Participating Provider to a different Participating Provider, the Plan does not require any notification.. These rules of selection and freedom to change Participating Providers apply both to general dentists and to specialists. You will be responsible for any charges for any dental treatment received from a Non-Participating Provider if you are unable to receive Dental Care Services from a Participating Provider because of your general health, or mental, emotional, behavioral, or physical limitations, or for whatever reason.

The Plan will provide Members a written notice within a reasonable time of the providers termination, breach of contract, or inability of the contracted dentist to perform any or all of the provisions under the agreement with American HealthGuard.

In the event that a provider should terminate from the Plan during the course of a member's treatment, the provider will conclude the treatment of the member at the discounted Plan rate. In the event that the Plan should cease to be in business, the contracted provider will continue to provide services at the discounted rates in the agreed-upon fee schedule until the termination date of the member's paid annual membership.

10. Emergency Services: The Plan need not be notified in the event of an emergency. A Member requiring emergency Dental Care Service may receive Services from any Participating Provider by showing a valid Member I.D. card. The Plan does not provide for discounted fees from Non-Participating Providers. The plan is not liable for any Member costs incurred at Non-Participating Providers.

11. Renewal Provisions: Your annual membership will be automatically renewed with the Plan at the conclusion of the initial and subsequent Membership Terms. If the Subscriber wishes to cancel his/her Membership, the Subscriber needs to notify the Plan prior to the new Membership term. Notification must be provided in written or e-mail notification to Plan at www.ahdentalplan.com. If Subscribers wish to pay automatically for annual Memberships, the Subscriber may be pre-approved for automatic billing to their credit card. If Subscribers do not authorize automatic billing, Subscribers will be mailed a renewal notice no less than 30 days prior to the end of their Membership term.

12. Responsibility and Liability of Subscriber/Member for Payment: The Plan is not responsible or liable for any Member costs incurred for discounted dental services received from Participating Providers or Non-Participating Providers.

13. Membership Eligibility and Adding Dependents: The Member and Eligible Dependents shall be equally entitled to all discounts for the term of which the Subscriber has paid. This will become effective upon receipt of the Plan Member I.D. card.. Subscriber may add additional dependents by notifying the Plan in writing and paying any relevant prorated monies for the remainder of Subscriber's eligibility term. A Subscriber may add/include a domestic partner as a dependent as provided the domestic partnership has been registered with the Office of the California Secretary of State.

14. Cancellation and Non-renewal of Enrollment or Subscription: An enrollment or a subscription may be canceled or not renewed by Plan for the following reasons:

(a) Fraud or deception in the use of the discounted fee Membership or knowingly permitting such fraud or deception by another. Cancellation of membership will be effective upon the date of mailing the notice of cancellation;

Oral Surgery

D7110	Removal of erupted tooth, uncomplicated, 1st tooth	\$67.00
D7120	Removal of erupted tooth, uncomplicated, each additional	\$65.00
D7210	Removal of erupted tooth, surgical	\$125.00
D7250	Removal of root or root tip, completely covered by bone	\$135.00
D7130	Removal of root or root tip, not completely covered by bone	\$67.00
D9930	Postoperative visit, complications (ex: osteitis)	\$30.00
D7220	Removal of impacted tooth soft tissue	\$169.00
D7230	Removal of impacted partial bony impaction	\$225.00
D7240	Removal of impacted completely bony	\$290.00
D7241	Removal of impacted completely bony with unusual surgical complications	\$330.00
D7320	Alveoloplasty per quad, edentulous	\$180.00
D7310	Alveoloplasty per quad, in conjunction with extractions	\$135.00
D7510	Incise & drain - intraoral	\$85.00

Periodontics

D4210	Gingivectomy or gingivoplasty, per quadrant	\$230.00
D4211	Gingivectomy or gingivoplasty, treatment per tooth (fewer than 6 teeth)	\$105.00
D4260	Osseous surgery, per quadrant (including flap entry & closure)	\$670.00
D4320	Provisional splinting - intracoronal	\$150.00
D4321	Provisional splinting - extracoronal	\$100.00
D4341	Scaling & root planning, per quadrant	\$110.00
D4910	Periodontal maintenance	\$45.00

A Subscriber may request a review of his membership cancellation if the Subscriber believes that his or her membership has been canceled or non-renewed because of his or her dental health status or requirements for dental care services. If the Subscriber should contact the Director of the Department of Managed Health Care to request a review. The Director may be contacted at the telephone number stated in Paragraph 17 below.

If the Plan receives the Membership Fee within 30 days following the cancellation of this Agreement, Plan shall reinstate the Member as though the cancellation had never occurred. However, that Plan need not reinstate the Member if payment is not received within 30 days of the issuance of the notice of cancellation.; In this case, Subscriber would need to complete a new application and if accepted, the original contract will be reinstated. The notice of cancellation will clearly state these conditions and procedures.

15. Termination of Benefits and Refund Option: If for any reason a Subscriber is not satisfied with the Plan and wishes to terminate his/her membership, the Subscriber may cancel the Membership at anytime following the initial enrollment period of one year.

Termination requests during the first 45 days of enrollment will receive a full refund minus the one-time administrative fee if services have not been utilized. If services have been utilized, then a pro-rated amount of the enrollment fee will be assessed.

To terminate enrollment in the plan, the Subscriber must complete the following: a) provide the Plan a 30-day written or e-mail notice through the Plan's website at www.ahdentalplan.com requesting a voluntary cancellation which would be effective on the 30th day of the notice.

In the event of cancellation, the Plan shall return to Group a pro-rated portion of the annual Membership Fee paid, computed from the end of the 30-day notice of cancellation period. If the Member is paying based on a monthly fee, then a refund of the membership fee would not apply. Administrative fees are non-refundable; b) notifying the Plan through Group in writing or by e-mail, under these same timing and refund provisions. Subscriber must also return his/her Membership Identification Card to Plan; c) coordination with your Group's internal procedures for cancellation or non-renewal is the responsibility of Subscriber. On the effective date identified in the noticed cancellation, membership in the Plan will terminate at midnight. Any cancellation of Membership in the Plan will not affect the completion of any Services in Progress.

Fee Schedule

Zone 1 - Plan# SB08Z01 (Los Angeles, San Diego, Santa Barbara, & Ventura Counties)

Enrolled Smile Benefits Plan Members are eligible to receive discounted dental services from participating providers. For services not specifically as a discounted dental service under the Smile Benefits Plan on the table below, the Dentist/Dental Care Group shall give Members a 20% discount off normal UCR charges or a fee of not more than 80% of the offices' normal charge (UCR) for procedures or services.

The discounted fee plan under which the member is enrolled with AHG is based on the address used for enrollment in the Plan (not the location of the Dental Care Group) which will be the enrollee's home or work address. Under the terms of the Smile Benefits Plan, the enrollee/member is free to select any dentist in the American HealthGuard Discount Provider Network accepting their Zone Plan. The enrollee/member is not assigned to any one dental office or location.

The fees for discounted services should be paid by the Member at the time the service is received by the Member. The Dentist/Dental Care Group will discuss all suggested treatment and fees with the patient prior to beginning of treatment.

If a Member has a question they are advised to contact the Plan directly by telephone at 1-800-SC-SMILES (1-800-727-6453); consult the Plan's website www.ahdentalplan.com; or ask the Participating Dentist/Provider to provide a complete list of the Dental Care Services discounted under the Plan.

fee schedule continues...

26. Notices: Any and all notices, consents, requests, approvals, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by first class mail, postage-prepaid and addressed to the Member at the address shown on the Member I.D. Card, or to Plan at: Smile Benefits Plan, 30 E. Santa Clara, Arcadia California 91006.

27. Entire Agreement: This Agreement sets forth the entire agreement and understanding the parties with regard to membership in the Plan. No representations, inducements, agreements or promises, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.

28. Headings: The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

29. Binding Effect: This Agreement shall be binding upon and inure to the Benefits of the parties as well as their respective successors and permitted assigns.

30. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of California.

The Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Code and of Chapter 1 of Title 28 of the California Code of Regulations, and any provision required to be in the contract by either of the above shall bind the Plan whether or not provided in the Individual member Agreement.

31. Amendment: This agreement may be amended only in writing executed by the parties.

32. Waiver of Breach: Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

16. Membership Payment/Billing: Payment for the Smile Benefits Plans can be made by personal checks, debit or credit cards. Personal checks will be accepted for annual enrollments only. If using a debit or credit card, the monthly or annual payments will be made automatically as a direct charge against the Subscriber's credit card which was previously authorized. For renewals, the charge will be automatically withdrawn at the end of the current period of enrollment.

The Subscriber will be notified in advance of the planned billing to their credit card. In the event that the Membership Fees are to increase, the Plan will notify the Subscriber in writing a minimum at least thirty (30) days prior to any increased Membership Fees appear on the Subscriber's credit card.

17. Grievance Procedure/Arbitration: If you have a grievance with the Plan or a Participating Provider concerning Provider accessibility or discounted fees, you may orally submit such grievance by calling the Plan Member Services Department at **1-800-SC-SMILES (1-800-727-6453)**. The Plan will permit grievances which are filed within 180 days of the occurrence or incident that is the subject of the grievance. You may also submit a completed written grievance form (available by calling the Member Services number online at www.ahdental-plan.com or from your Dentist's office) or a detailed summary of your grievance to: Smile Benefits Plan, c/o Membership Services Department, 30 East Santa Clara, Arcadia California 91006.

The Dental Director of the Plan has the primary responsibility for overseeing the operation of the Plan's grievance procedures. All grievances will be addressed within 48 business hours of receipt. The Plan shall not discriminate against any Member because of race, color, ancestry, national origin, religion, sex, marital status, genetic characteristics, sexual orientation, mental or physical abilities when filing a grievance. Furthermore, the Plan will not discriminate against any member who has engaged the grievance procedure at any level, for any reason.

The California Department of Managed Health Care is responsible for regulating Dental Health plans. If you have a grievance against the Plan, you should first contact the Plan **1-800-SC-SMILES (1-800-727-6453)** and attempt to resolve the grievance through the Plan's grievance process before contacting the Department. Utilizing this grievance procedure will not negate any potential legal rights or remedies that may be available to you. If you need help with a grievance that has not been satisfactorily resolved by the Plan, or with a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance.

The Department has a toll-free number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing- and speech-impaired. The Department's Internet Web site **www.dmhc.ca.gov** has complaint forms and instructions online.

Arbitration: Each and every dispute, disagreement, or controversy which remains unresolved concerning Provider accessibility or discounted fees under your Agreement with the Plan after exhausting the Plan's complaint procedures, arising between a Member or the heir-at-law or personal representative of such person, as the case may be, and the Plan, its employees, officers or directors, or Participating Provider or Members, partners, agents, or employees, may be voluntarily submitted to arbitration in accordance with the rules and regulations of the American Arbitration Association. Arbitration should be initiated by written notice to the President of American HealthGuard Corporation, Inc. This notice should include a detailed description of the matter to be arbitrated

18. Member Representations and Acknowledgments: Subscriber makes the following representations and acknowledgments:

a). Subscriber has read this Agreement carefully, understands the Plan, and understands the various billing methods for payment of the Membership Fee.

b) At any time before the conclusion of the Membership Term, Subscriber may cancel his/her Plan Membership and will be entitled to a refund subject to the terms of Paragraph 15 of this Agreement.

c) The Plan Membership will be automatically renewed on the last day of Subscriber's Membership Term, and payment of the Plan Membership Fee for the new Membership Term will be made by a direct charge against Subscriber's credit card or other automatic payment option unless Subscriber cancels his/her Membership in accordance with Paragraph 15 of this Agreement,

d) Without the express written consent of the Plan, Membership in the Plan and services hereunder are not assignable.. Subscriber agrees that he/she will use his/her Plan Membership only for his/her personal Benefits or for the Benefits of his/her Eligible Dependents. A violation of this paragraph 19 (d) will result in immediate termination of the Plan Membership.

e) Unless otherwise agreed upon by Member and Participating Provider, Subscriber understands that Members are responsible for paying Participating Providers for services rendered at time of service.

f) A statement describing the AHG policies and procedures for preserving the confidentiality of dental records is available and will be furnished to you upon request.

20. Public Policy Committee: The Plan encourages participation by Members in the Plan's Public Policy Committee. The Public Policy Committee meets quarterly and Plan appoints selected Members to serve for a period of two (2) years. The Public Policy Committee establishes Public Policy issues with the Plan, evaluates Plan performance as it relates to membership and reviews Plan materials. Interested Members are requested to contact the Plan's administrative office for further information.

21. Access to Care

The Plan has made every effort to ensure that the dental offices are accessible to the disabled. If you are not able to locate a provider that can accommodate your needs, please contact us at 1-800-SC-SMILES (1-800-727-6453) located on your Membership Identification Card, or go to the Plan's website at www.ahdentalplan.com for assistance.

22. Interpreter Services

Interpreter services will be coordinated with scheduled appointments to ensure availability at the time of the dental appointment.

23. Discrimination: The Plan shall not discriminate against any Member because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, genetic characteristics, mental, or physical abilities.

24. Disclaimer or Warranties: The Plan is not a manufacturer, merchant, or a direct provider of the Dental Care Services available to Members. In the event any product or Dental Care Service purchased by a Member is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Provider, seller, merchant, or manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.

25. General Release: Each Subscriber for himself/herself, and on behalf of any Eligible Dependent who uses the Services under the Plan Membership, hereby forever releases, acquits and discharges each of AHG, its employees or agents from any and all liabilities, claims, demands, actions, and cause of action that such Member may have by reason of any monetary damage or personal injury sustained as a result of, or during the cause of the use of any and all Services under The Plan.