

FIRST AMENDMENT TO THE SPONSOR AGREEMENT BETWEEN NATIONAL
EMPLOYEE BENEFITS COMPANIES, INC. AND WILLIAMSON COUNTY, TEXAS

Williamson County, Texas ("WilCo") and National Employee Benefit Companies, Inc. d/b/a IdealScripts ("NEBCO"), (collectively, the "Parties") entered into a Sponsor Agreement (the "Agreement") on or about June 5, 2009. NEBCO and WilCo now desire and agree to amend the Agreement and enter into this First Amendment to the Agreement (this "Amendment") dated effective September 1, 2010.

WHEREAS, WilCo desires to employ 340B pricing program for their Indigent Health Care Program; and

WHEREAS, WilCo and Lone Star Circle of Care A&M Pharmacy have agreed to include 340B pricing program in their claims adjudication process; and

WHEREAS, NEBCO desires to process these transactions as set forth on Exhibit A.

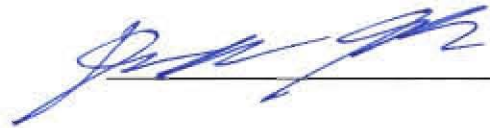
THEREFORE, based upon the premises and mutual covenants and agreements provided for herein, the Parties agree to amend the Agreement as follows.

1. Exhibit A; Fees for Services. Exhibit A of the Agreement is deleted in its entirety and is hereby replaced by Exhibit A attached hereto.
2. Term. The Initial Term of the Agreement shall continue through August 31, 2011.
3. Benefit Programs effected. This Amendment shall apply only to WilCo's Indigent Health Care Program, and not its Prescription Benefit Management Services for its' active employees or retirees or any other WilCo program.
4. Effective Date. This Amendment shall become effective on September 1, 2010 (the "Effective Date").
5. Applicability of Services Agreement. The Parties agree that the terms, conditions and definitions of the Agreement shall remain in full force and effect unless expressly modified herein. In the event of any inconsistency or contradiction between the Agreement and this Amendment, this Amendment shall prevail.
6. Authority. By execution below the parties acknowledge their authority to enter into this Amendment and to bind their respective companies to all terms and conditions stated herein.
7. Ratification. All other terms and provisions of the Agreement are hereby ratified and confirmed as amended above.
8. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned being authorized representatives of the parties enter into this Amendment binding each of their respective companies as of the date of full execution set forth below.

Williamson County, Texas

National Employee Benefit Companies, Inc.

A handwritten signature in blue ink, appearing to be "John J. [unclear]", is written over a horizontal line.

Michael E. Hajdun, Executive Vice President

Printed Name

Title

EXHIBIT A

PRICING AND ADMINISTRATIVE FEES

Sponsor shall pay the following prescription prices and administrative fees. In all cases, prescriptions will be filled at the lower of the amount referenced herein or Member Pharmacy's Usual and Customary Price. "Usual and Customary Price" means Member Pharmacy's cash price less all applicable discounts including, without limitation, senior citizen discounts granted customers during its normal course of business.

A. IDEALSCRIPTS LOCAL PRESCRIPTION PRICING

Brand Name Drugs:	Pass Through Pricing
DME and other OTC:	Pass Through Pricing
Generic Drugs:	Pass Through Pricing

B. MAIL SERVICE PRESCRIPTION PRICING

Brand Drugs:	Pass Through Pricing
Generic Drugs:	Pass Through Pricing

C. SPECIALTY PHARMACY PRESCRIPTION PRICING

Brand Drugs:	Pass Through Pricing
--------------	----------------------

"AWP" or "Average Wholesale Price" means the average wholesale price of the prescription listed in the First DataBank weekly updates or, if information from First DataBank is unavailable, equivalent information.

"MAC" or "Maximum Allowable Cost" means the list of generic drugs and the corresponding pricing that IDEALSCRIPTS will pay participating pharmacies, as modified by IDEALSCRIPTS from time to time.

"Pass Through Pricing" means the plan sponsor pays the actual contracted discounts and dispensing fees that the PBM has negotiated with the retail pharmacy network. The network rates negotiated by the PBM with pharmacy network providers are identical to the pricing invoiced to the plan sponsor.

Sponsor acknowledges and agrees as follows: (1) IDEALSCRIPTS is authorized to receive and retain, as reasonable compensation, rebates from certain drug manufacturers as a result of the inclusion of such manufacturers' products on the Plan's formulary; (2) the prescription pricing charged by IDEALSCRIPTS as described in this Exhibit A may, in some cases, be different than the pricing charged by, and paid by IDEALSCRIPTS to, Member Pharmacies for such prescriptions; and (3) Sponsor shall be responsible for notifying Covered Persons of IDEALSCRIPTS receipt and retention of the foregoing.

C. ADMINISTRATIVE FEES - RETAIL ONLY

Electronic Claims	\$2.75
Paper Claims (per submitted claim) *Fee includes retrospective DUR, related reports and clinical intervention.	\$1.50*
Additional/Replacement ID Cards (Two IDEALSCRIPTS identification cards included in base fee)	\$1.50 each

D. REBATES

Sponsor is to receive 100% (one hundred percent) of the collectable rebates received by IdealScripts. All rebates will be issued on a quarterly basis.