

2520043380926

April 5, 2004

Top Hat Plan Exemption
 Pension and Welfare Benefits Administration
 Room N-1513
 U.S. Department of Labor
 200 Constitution Avenue NW
 Washington, DC 20210

Dear Sir or Madame:

This statement is filed under DOL Regulations § 2520.104-23.

Employer: Overlake Hospital Medical Center

Address: 1035 116th Avenue NE
Bellevue, WA 98004Employer ID
Number: 91-065-2651

Effective 4/1/04, the Employer adopted the following plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees:

Plan	Number of Participants
Capital Accumulation Account Plan	<u>9</u>

The Employer will provide plan documents to the Secretary of Labor on request.

Sincerely,



Lisa Brock
 Vice President of Human Resources

SHERMAN & PATTERSON, LTD.

ATTORNEYS AT LAW

1613 MAPLE AVENUE
P.O. BOX 447
MAPLE PLAIN, MN 55359

TELEPHONE (763) 479-2699
FAX (763) 479-2723
KSHERMAN@SPLAWFIRM.NET

May 11, 2004

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-1513
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210


Re: Overlake Hospital Medical Center

Dear Sir or Madame:

Please find enclosed the filing pursuant to DOL Regulations § 2520.104-23 for our client, Overlake Hospital Medical Center. If you have any questions, please do not hesitate to contact me.

Sincerely,

SHERMAN & PATTERSON, LTD.



Kirk D. Sherman

KDS/sj

Enclosure

cc: Lisa Brock (with enclosure)
Paula Schneider (with enclosure)
Craig Strom (with enclosure)

March 4, 2004

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, D.C. 20210



Attn: Secretary of Labor

Dear Secretary of Labor,

This letter is to officially file Overlake Hospital Medical Center's 457 (a) plan. Any questions or further requests to provide additional plan documents to the undersigned.

Sincerely,

Kelly Lewis

Kelly Lewis
Compensation and Retirement Team Leader
Overlake Hospital Medical Center
(425) 688-5930

Enclosure:

- (1) Statement Required Under Department of Labor Regulations Section 2520.104-23
- (2) Overlake Hospital 457(a) Plan

Overlake Hospital Medical Center
and
Overlake Hospital Association

457(b) Plan

June 1, 2004

INTRODUCTION

This Plan is an unfunded plan maintained by a tax-exempt organization primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, and, therefore, is intended to be exempt from the participation, vesting, funding and fiduciary requirements of Title I of ERISA.

PLAN INFORMATION

- (a) Name of Plan: Executive and Highly Compensated Non-Qualified Plan
- (b) Plan Year end (month/day): 12/31
- (c) Plan status (check appropriate box):
- (1) New Plan. Effective Date: May 1, 2004
 - (2) Amendment. Effective Date: N/A

SPONSOR

- (a) Sponsor's Name: Overlake Hospital Medical Center
- Address: 1035 - 116th Ave NE
Bellevue, Washington 98004
- Contact's Name: Lisa Brock Vice President Human Resources
- Telephone Number: 425-688-5967
- Facsimile Number: 425-688-5481
- E-mail Address: lisa.brock@overlakehospital.org
- (1) Sponsor's Employer Identification Number: 91-0652651
- (2) Sponsor's fiscal year end: June 30
- (3) Applicable State Law: Not Applicable

(b) The term "Sponsor" includes the following eligible employers (as defined in IRC Section 457(e)(1)(B)) (list each participating eligible employer and its Employer Identification Number):

 Overlake Hospital Medical Center _____

 Overlake Hospital Association _____

(c) Plan Administrator's Name (if not the Plan Sponsor) (*Fidelity Investments may provide recordkeeping and trustee services for the Plan, but will not be the Plan Administrator*):

_____ Lisa Brock, Vice President Human Resources _____

Address: 1035 – 116th Ave NE _____

Bellevue, Washington 98004 _____

Telephone Number: 425-688-5967 _____

Facsimile Number: 425-688-5481 _____

E-mail Address: lisa.brock@overlakehospital.org _____

The Plan Administrator is the agent for service of legal process for the Plan.

ARTICLE I

DEFINITIONS

The following definitions apply to this Plan unless the context plainly requires otherwise. Any variation shall have the meaning ascribed to the defined term.

Section 1.01 Account means the bookkeeping account maintained for each Participant that represents such Participant's entire hypothetical interest in the Plan, to which is credited Deferred Compensation Amounts pursuant to Section 3.02, transferred amounts pursuant to Section 3.03, Matching Employer Contribution Amounts pursuant to Section 3.04, Discretionary Employer Contribution Amounts pursuant to Section 3.05 and the investment experience thereon, and to which is also debited allocated administrative expenses, if any.

Section 1.02 Beneficiary means any person who is designated, pursuant to Section 5.02, to receive the benefits payable with respect to a Participant's Account under this Plan upon the death of the Participant.

Section 1.03 Benefit Commencement Date means the date which is 30 days after the Participant's Severance from Employment.

Section 1.04 Compensation means all remuneration (including Deferred Compensation) paid to a Participant by the Sponsor for services rendered.

Section 1.05 Custodian means Fidelity Management Trust Company or any successor in office who in writing accepts the position of Custodian.

Section 1.06 Deferred Compensation Agreement means the written agreement between a Participant and the Sponsor pursuant to which the Participant agrees to accept a reduction in Compensation and the Sponsor agrees to credit the amount of such reduction to the Participant's Account under this Plan.

Section 1.08 Eligible Employee means each management or highly compensated employee of the Sponsor who has been determined by the Sponsor to be eligible to participate in this Plan, and who is listed from time to time on Schedule A hereto. Any individual who is an Eligible Employee for a Plan Year shall remain an Eligible Employee for subsequent Plan Years while still employed by the Sponsor unless the Sponsor, in its sole discretion, determines otherwise.

Section 1.09 ERISA means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time.

Section 1.10 Includible Compensation means which is currently includible in the Participant's gross income for Federal income tax purposes after giving effect to all provisions of the IRC. Includible Compensation shall be determined without regard to community property laws. Compensation deferred under this Plan shall not be included in Includible Compensation, except as otherwise provided in IRC Section 457(e)(5).

Section 1.11 IRC means the Internal Revenue Code of 1986, as amended and in effect from time to time.

Section 1.12 Investment Options means the various investment options that Participants may select as the investment vehicle(s) for their hypothetical Account balances, as may be approved by the Plan Administrator from time to time.

Section 1.13 Normal Retirement Age means age 65.

Section 1.14 Participant means any Eligible Employee who has been admitted to participate in this Plan pursuant to the provisions of Article II. An individual shall remain a Participant, regardless of whether such individual is an Eligible Employee of the Sponsor, if there remains any amounts credited to his or her Account.

Section 1.15 Plan means the arrangement set forth herein, the title of which is set forth in the Introduction, as it may be amended from time to time.

Section 1.16 Plan Administrator means the person or persons designated by the Sponsor pursuant to Section 10.01 to administer the Plan, as set forth in the Introduction.

Section 1.17 Plan Year means the twelve (12) month period ending on the Plan Year end date set forth in the Introduction.

Section 1.18 ~~——~~ Severance from Employment means a voluntary or involuntary termination of employment with the Sponsor for any reason including death or disability, or for no reason; provided, however, that an approved leave of absence shall not constitute a Severance from Employment.

Section 1.19 Sponsor means the tax-exempt organization set forth in the Introduction, which is an "eligible employer" as is defined in IRC Section 457(e)(1)(B).

Section 1.20 State Law means any statutes, court decisions, executive orders, administrative rulings, regulations or other proclamations having the force of law in the state in

Overlake Hospital Medical Center and Overlake Hospital Association 457(b) Plan

which the Sponsor is located and which is set forth in the Introduction, to the extent not preempted by ERISA.

Section 1.21 Valuation Date means each December 31 and each other interim date during the Plan Year on which a valuation of assets held under the Plan is made.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

Section 2.01 Initial Eligibility. Any Eligible Employee may elect to participate in this Plan by completing a Deferred Compensation Agreement authorizing the Sponsor to reduce his or her Compensation by a specific amount. An Eligible Employee shall become a Participant as of the first day of the calendar month next following the acceptance and approval of such individual's properly completed Deferred Compensation Agreement by the Plan Administrator.

Section 2.02 Procedure for and Effect of Admission. Any Eligible Employee who elects to become a Participant shall complete a Deferred Compensation Agreement by written or other means as prescribed by the Plan Administrator. The Plan Administrator reserves the right to reject any Deferred Compensation Agreement which does not conform to any procedures it shall prescribe and advise the Eligible Employee of the appropriate method of correction. By becoming a Participant, such Eligible Employee shall for all purposes be deemed to have assented to the terms and provisions of this Plan and to all amendments hereto.

ARTICLE III

DEFERRED COMPENSATION AND TRANSFER CONTRIBUTIONS

Section 3.01 Elective Deferred Compensation Agreement.

(a) General. Each Eligible Employee electing to participate in this Plan shall complete a Deferred Compensation Agreement that authorizes the Sponsor to reduce his or her Compensation by the Deferred Compensation subject to the limitations and conditions of Section 3.02. A Deferred Compensation Agreement shall not be binding upon the Sponsor until accepted and approved by the Plan Administrator.

(b) Revisions to Deferred Compensation Agreement.

(1) Factual Entries. A Participant may change factual information (such as name, address, date of birth, etc.) by filing an Employee Information Change Form with the Plan Administrator at any time.

(2) Elective Entries. A Participant may change the designated Deferred Compensation at any time by completing a Revised Deferred Compensation Agreement and filing the Revised Deferred Compensation Agreement with the Plan Administrator in the manner prescribed by the Plan Administrator. No Revised Deferred Compensation Agreement shall become effective with respect to any calendar month unless it is entered into by the Participant and accepted and approved by the Plan Administrator prior to the first day of such calendar month.

(3) Incomplete Items; Expenses. Any item that is not completed in a Revised Deferred Compensation Agreement shall have no effect on that item stated the immediate prior Deferred Compensation Agreement.

(c) Cancellation and Reinstatement of Deferred Compensation Agreements. A Deferred Compensation Agreement may be canceled or suspended by a Participant at any time by submitting a revised Deferred Compensation Agreement to the Plan Administrator. A Participant who has canceled or suspended a Deferred Compensation Agreement may reinstate such Agreement by filing a Revised Deferred Compensation Agreement with the Plan Administrator, as provided in this Article III, provided such individual is still an Eligible Employee at such time.

Section 3.02 Deferred Compensation Election.

(a) In General. A tentative Deferred Compensation election shall be set forth in the Deferred Compensation Agreement as a whole percentage of a Participant's Compensation with respect to each payroll period, subject to any limitations established by the Plan Administrator from time to time and at any time regarding the maximum amount of Compensation which may be elected. The tentative Deferred Compensation election shall be allocated to a Participant's Account only after the Plan Administrator has made such adjustments thereto as it deems necessary to satisfy the requirements of Paragraphs (b), (c) and (d) of this section.

(b) General Limitation. In no event shall the total of the Deferred Compensation exceed the lesser of: (1) the applicable dollar amount set forth in IRC Section 457(e)(15), or (2) 100% of such Participant's Includible Compensation.

(c) 457(b) Catch-up Limitations. Notwithstanding any provision in Section 3.02(b) to the contrary, with respect to any one or more of the three (3) taxable years ending before the date of the Participant's Normal Retirement Age, a Participant may elect to have Deferred Compensation contributed to the Plan in an amount not to exceed the lesser of:

- (1) Twice the dollar amount in effect for such taxable year under IRC Section 457(e)(15), or
- (2) The amount of the "Underutilized Limitation" for the Participant's taxable year.

For purposes of this paragraph, the Underutilized Limitation with respect to a Participant shall be equal to the sum of:

(A) the Participant's contribution limitation as set forth Section 3.02(b) for such taxable year, and

(B) the excess of (i) over (ii) where:

(i) equals the sum of the limitations set forth in IRC Section 457(b)(2) for all taxable years on or after December 31, 1978 in which the Participant was eligible to participate in this Plan or any other eligible deferred compensation plan sponsored by the Sponsor, and

(ii) equals the sum of all Deferred Compensation plus (x) his or her deferred compensation or employer contributions under any other eligible deferred compensation plan sponsored by the Sponsor and (y) to the extent required by applicable Treasury regulations or IRS guidance, amounts contributed to a plan or arrangement required to be coordinated with this Plan pursuant to IRC Section 457(c) (prior to its amendment by the Economic Growth and Tax Relief Reconciliation Act of 2001).

A Participant may not elect to apply the 457(b) catch-up limitation described above more than once, regardless of whether the full amount of the limitation is utilized or whether the limitation utilized for all three years.

Section 3.03 Timing of Contributions. All Deferred Compensation Amounts shall be credited to Participants' Accounts as soon as administratively practical after the end of the month in which such Deferred Compensation otherwise would have been paid to the Participant absent participation in this Plan.

Section 3.04 Vesting of Contributions. All Participants shall be fully vested in the funds credited to his or her Account at all times.

ARTICLE IV

BENEFITS UPON SEVERANCE FROM EMPLOYMENT

Section 4.01 Eligibility To Receive Benefits. Each Participant shall be entitled to receive the benefits as defined in this Article IV of the Plan, only upon or after Severance from Employment.

Section 4.02 Form and Timing of Benefits. Each Participant shall receive a single lump sum benefit from this Plan as soon as practicable following the 30th day after the Participant's Severance from Employment, in an amount equal to the balance of his or her Account as of the Valuation Date occurring on the date of distribution (or, if no valuation occurs on such date, the Valuation Date immediately preceding the date of distribution). No benefit (other than a distribution in connection with a qualified domestic relations order as provided in Section 12.12) shall be made prior to the 30th day following a Participant's Severance from Employment.

ARTICLE V

DEATH BENEFITS

Section 5.01 Form and Amount of Death Benefits. If a Participant's death occurs before he or she receives the single lump sum payment from the Plan as described in Article IV, the Participant's Account shall be payable to his or her Beneficiary as soon as practicable following the 30th day after the Participant's Severance from Employment.

Section 5.02 Beneficiary Designation.

(a) In General. The Participant shall file with the Plan Administrator a written designation of primary and contingent Beneficiary which shall indicate the person or persons who shall receive benefits payable under this Plan upon the Participant's death. The Participant accepts and acknowledges the burden for executing and filing a proper Beneficiary designation with the Plan Administrator.

(b) Change in Beneficiary Designation. Any change in Beneficiary designation shall become effective only upon receipt of the form by the Plan Administrator whether or not the Participant is living at the time of such receipt. Any change of Beneficiary designation filed in proper form with the Plan Administrator shall revoke all prior Beneficiary designations.

(c) Adequacy of Beneficiary Designation. The Plan Administrator shall determine the acceptability of a Beneficiary designation or change of Beneficiary designation. The Plan Administrator shall notify the Participant if the Beneficiary designation is not acceptable and inform the Participant of the method of correction. A corrected Beneficiary designation shall be effective as of the date on which the Participant first attempts to designate such individual.

(d) Death Without Beneficiary Designation. If a Participant dies without having designated a beneficiary or if every designated beneficiary has predeceased the Participant, the benefit payment under this Plan shall be made to the properly appointed fiduciary of the Participant's estate provided that if a fiduciary has not been appointed and qualified within 120 days after the death, the payment shall be made in accordance with State Law.

ARTICLE VII

ESTABLISHMENT AND MAINTENANCE OF ACCOUNTS

Section 7.01 Establishment of Accounts. A bookkeeping Account shall be established in the name of each Participant and maintained by the Custodian as a recording of the aggregate amounts credited and debited to such Participant's Account under the Plan and any other information deemed necessary to administer such Account. Such Account shall become the basis for determining benefits under the Plan.

Section 7.02 Reporting of Accounts. A report of the status of a Participant's Account and any Account activity shall be furnished by the Custodian to Participants at intervals as determined by the Sponsor, provided, however that such report shall be no less than annual.

ARTICLE VIII

INVESTMENT OF DEFERRED COMPENSATION

Section 8.01 General. The Plan Administrator shall, after deducting any applicable administrative expense charges, allocate the Deferred Compensation among the Investment Option(s) selected pursuant to this Article VIII. The market value or cash value of the Participant's Account shall be dependent upon the investment return experience of the Participant's elected Investment Option(s).

Section 8.02 Investment Direction by Participants.

(a) Rights of Participants and Beneficiaries. A Participant shall direct the Plan Administrator as to the Investment Option(s) which shall be the standard by which value of the Participant's Account shall be measured. Beneficiaries shall also direct the investment of their Accounts. In such a case, the provisions of this Section 8.02 shall also apply to investment by such Beneficiaries. Notwithstanding the foregoing, the Plan Administrator shall retain the right to accept or not accept such directions regarding the investment of any Account under the Plan.

(b) Available Investment Options. The Plan Administrator may offer such Investment Options as it determines in the exercise of its sole and absolute discretion. The Plan Administrator may offer additional Investment Options or eliminate Investment Options as it determines in the exercise of its sole and absolute discretion.

(c) Transmission of Investment Directions. Investment directions must be (1) communicated to the Plan Administrator or Custodian in writing or through another medium approved by the Plan Administrator, (2) effective prospectively only, and only as to Investment Options available for investment after the direction is transmitted to the Plan Administrator or Custodian and (3) effective as promptly as practicable after receipt by the Plan Administrator or Custodian(?). Until an investment direction becomes effective, the Plan Administrator, Sponsor, and Custodian shall be fully protected in following the previous investment direction which is to be superseded by the new investment direction.

(d) Default Investment Direction. In the event that a Participant declines or fails to provide investment directions with respect to his or her Account, the Plan Administrator shall determine the appropriate manner in which such assets are to be invested, and the Plan Administrator, ~~the~~ Sponsor, and Custodian shall be fully protected with regard to such action.

Section 8.03 Losses Under the Plan. The Plan Administrator, the Sponsor and the Trustee shall not be accountable or liable for any investment losses to a Participant's Account incurred by virtue of implementing the directions of the Participant with respect to the investment of the Account or due to any reasonable administrative delay in implementing such directions.

ARTICLE X

PLAN ADMINISTRATION

Section 10.01 Appointment and Tenure. The Sponsor shall appoint the Plan Administrator, as set forth in the Introduction. In absence of such appointment, the Sponsor shall serve as the Plan Administrator.

Section 10.02 Delegation. The Plan Administrator may delegate to any person or persons the authority to sign any documents on its behalf, or to perform any act(s) within its authority as set forth in Section 10.03 below.

Section 10.03 Authority of Plan Administrator. The Plan Administrator shall have the full discretionary authority to administer the Plan in all its details, to perform the duties assigned to it by the Sponsor and/or required by ERISA, and to perform any act(s) necessary to carry out such duties including, but not limited to, the following:

- (a) To maintain and preserve records relating to Participants, former Participants and Beneficiaries;
- (b) To prepare and furnish to Participants all information required under applicable law or the provisions of this Plan;
- (c) To maintain sufficient Eligible Employee data, maintain separate Accounts for Participants and make required payments of benefits;
- (d) To prepare and file or publish with all appropriate government officials all reports, filings and other information required under law to be so filed or published;
- (e) To engage consultants, including legal, investment and actuarial advisors, and rely on recommendations therefrom;
- (f) To determine all claims for benefits under the Plan, and to provide procedures for determination of claims for benefits. In so doing, the Plan Administrator shall have the complete discretion and authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of the Plan and to decide or resolve any and all questions, including interpretations of the Plan, as may arise in such administration; and

(g) To retain records on elections and waivers by Participants and their Beneficiaries, as further set forth herein.

Section 10.04 Construction of the Plan. The Plan Administrator shall resolve all questions arising in the administration, interpretation and application of the Plan. The Plan Administrator shall correct any defect, reconcile any inconsistency, or supply any omission with respect to the Plan. All decisions or actions of the Plan Administrator in respect to any question arising out of the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

Section 10.05 Plan Expenses. All expenses incurred by the Sponsor and the Plan Administrator in connection with the establishment and operation of the Plan shall be expenses of the Sponsor.

Section 10.06 Reporting and Disclosure. The Plan Administrator shall keep all individual and group records relating to Participants and Beneficiaries and all other records necessary for the proper operation of the Plan and Administration of Participant Accounts, including but not limited to investment reports, audits and quarterly reports.

Section 10.07 Right To Suspend Benefits And Correct Errors. The Plan Administrator shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Plan Administrator may suspend the payment until satisfied as to the correctness of the payment or the person to receive the payment or to allow filing in any court of competent jurisdiction of a suit in such form as the Plan Administrator considers appropriate for a legal determination of the benefits to be paid and the persons to receive them. The Plan Administrator specifically reserves the right to correct errors of every sort, and the Participant hereby agrees as Participant or on behalf of any Beneficiary or Beneficiaries to any method of error correction as the Plan Administrator shall specify. The objective of any such method of error correction shall be, to the extent reasonably possible, to adjust the Account of the Participant by reversing transactions or taking other actions to approach the situation that would have existed if the error had not been made. The Plan Administrator shall also be authorized to recover any payment made in error including the right to make deductions from future benefits.

Section 10.08 Top Hat Notice. The Plan Administrator shall file a statement with the Secretary of Labor in accordance with the requirements of DOL Regulations section 2520.104-23 or its successor.

Section 10.09 Claims Procedures.

(a) Claim. Any person claiming a benefit, or requesting an interpretation or ruling under the Plan, or requesting information under the Plan shall present his or her request in writing to the Plan Administrator.

(b) Denial of Claim. Whenever a request for benefits under the Plan is wholly or partially denied, the Plan Administrator shall notify the person claiming such benefits of its decision in writing. Such notification shall contain (1) specific reasons for the denial of the claim, (2) specific reference to pertinent Plan provisions, (3) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (4) information as to the steps to be taken if the person wishes to submit a request for review. Such notification shall be given within 90 days after the claim is received by the Plan Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period). If such notification is not given within such period, the claim shall be considered denied as of the last day of such period and such person may request a review of his claim.

(c) Review Procedure. Within 60 days after the date on which a person receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such person (or his duly authorized representative) may (1) file a written request with the Plan Administrator for a review of his denied claim and of pertinent documents and (2) submit written issues and comments to the Plan Administrator. The Plan Administrator shall notify such person of its decision in writing. Such notification shall be written in a manner calculated to be understood by such person and shall contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The decision on review shall be made within 60 days after the request for review is received by the Plan Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Plan Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period). If the decision on review is not made within such period, the claim shall be considered denied.

ARTICLE XI

AMENDMENT, TERMINATION AND SUSPENSION

Section 11.01 Amendment. The Sponsor may, by action of its chief executive or its governing body as appropriate, amend this Plan. No amendment shall increase the duties or liabilities of the Plan Administrator without the consent of such party. No amendment shall deprive any Participant or Beneficiary of any right or benefit to which the Participant or Beneficiary is entitled under this Plan immediately prior to the effective date of such amendment.

Section 11.02 Suspension of Contributions. The Plan Administrator may temporarily suspend the acceptance of Deferred Compensation as necessary to facilitate appropriate administration of this Plan or to comply with any Federal, state or local law. Written notice of such suspension shall be provided to all Participants and may accompany the distribution of payroll check. No such suspension shall deprive a Participant or Beneficiary of any right or benefit to which the Participant or Beneficiary is entitled under this Plan immediately prior to the effective date of such amendment or suspension.

Section 11.03 Termination. The Sponsor may, by appropriate action of its chief executive or governing body as appropriate, terminate this Plan. No such termination shall deprive a Participant or Beneficiary of any benefits to which the Participant or Beneficiary is entitled under this Plan immediately prior to the effective date of such termination. Following such termination, a Participant shall be entitled to immediate distribution of his or her Account. Upon receipt of such distribution, the Sponsor, the Plan Administrator, the Trustee and any agents, delegates and employees thereof shall be relieved of any obligation with respect to such Participant under this Plan.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01 Nonalienation of Benefits - Attachment. No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments under this Plan, except the right to designate a Beneficiary or Beneficiaries as hereinabove provided. The rights of the Participant under this Plan shall not be subject to the rights of creditors of the Participant and shall be exempt from execution, attachment, prior assignment, or any other judicial relief or order for the benefit of any creditors or other third persons having claims against the Participant.

Section 12.02 No Contract of Employment. Neither the establishment of the Plan, nor the participation in the Plan, shall be construed as giving any Participant or Eligible Employee the right to be retained in the service of the Sponsor.

Section 12.03 Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

Section 12.04 Heirs, Assigns and Personal Representatives. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each Participant and Beneficiary, present and future (except that no successor to the Sponsor shall be considered a Plan sponsor unless that successor adopts this Plan).

Section 12.05 Headings and Captions. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 12.06 Controlling Law. This Plan shall be construed and enforced according to State Law and applicable local law, to the extent not preempted by ERISA and the IRC, and the Plan shall be interpreted in a manner consistent with the maintenance of its status as an "eligible deferred compensation plan" as defined in Section 457(b) of the IRC and a "top-hat plan" for purposes of ERISA. Reference to any section of the IRC or ERISA shall be deemed to incorporate any required amendment of such section as necessary to maintain the status of this Plan as an eligible deferred compensation plan and a "top-hat plan" for purposes of ERISA.

Section 12.07 Payments to Minors, Etc. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receipting therefore shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to

provide for the care of such person, and such payment shall fully discharge the Plan Administrator, the Sponsor, the Trustee and all other parties with respect thereto.

Section 12.09 Reliance on Data and Consents. The Sponsor, the Plan Administrator, the Trustee and all other persons or entities associated with the operation of the Plan, the administration or management of its assets, and the provision of benefits thereunder, may reasonably rely on the truth, accuracy and completeness of all data provided by a Participant, and/or Beneficiary, including, without limitation, data with respect to age, health and marital status. Furthermore, the Sponsor, the Plan Administrator and the Trustee and all persons identified above may reasonably rely on all consents, elections and designations filed with the Plan or those associated with the administration operation of the Plan by any Participant or Beneficiary, or the representatives of such persons without duty to inquire into the genuineness of any such consent, election or designation. None of the aforementioned persons or entities associated with the administration operation of the Plan, its assets and the benefits provided under the Plan shall have any duty to inquire into any such data, and all may rely on such data being current to the date of reference. It shall be the duty of the Participant or Beneficiary to advise the appropriate parties of any change in such data. The Plan Administrator shall not be liable for the consequences of such change in data.

Section 12.10 Tax Consequences. Subject to the provisions of Section 12.11, the Sponsor does not represent or guarantee that any particular Federal or State income, estate, payroll, personal property or other tax consequences shall occur because of the Participant's or Beneficiary's participation in this Plan. The Participant shall be responsible to obtain appropriate advice regarding all questions to Federal, State or local income, estate, payroll, personal property or other tax consequences arising from participation in this Plan.

Section 12.11 Withholding; Payroll Taxes. The Sponsor shall withhold from payments or benefits hereunder any taxes required to be withheld from such payments under local, state or federal law.

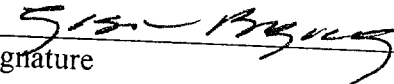
Section 12.12 QDROs. To the extent required under a "qualified domestic relations order" as defined in IRC Section 414(p), any portion of a Participant's benefits may be paid to (or a portion of a Participant's Account may be set aside for the benefit of) the Participant's spouse, former spouse or other alternate payee. This Section 12.12 shall be administered in accordance with IRC Section 414(p) and guidance thereunder.

Section 12.13 Entire Agreement. This Plan, the Trust Agreement (if any), properly adopted amendments to the Plan and Trust Agreement (if any) and proper actions of the governing body or chief executive of the Sponsor shall govern the provision of deferred compensation benefits pursuant to IRC Section 457(b). No other instrument, communication statement of any sort shall modify this Plan in any way or be relief upon the parties to this Agreement.

Overlake Hospital Medical Center and Overlake Hospital Association 457(b) Plan

IN WITNESS WHEREOF, the Sponsor has caused this Plan to be executed by its duly authorized officer, this 2 day of March, 2004.

[NAME OF SPONSOR]

By: 
Signature

Lisa Brock
Print Name

Vice President Human Resources
Title

SCHEDULE A

The following employees of the Sponsor are Eligible Employees as defined in Section 1.08 of the Plan, effective as of June 1, 2004

1. Kenneth D. Graham
2. Craig L. Hendrickson
3. Gary L. McLaughlin
4. Janet Donelson
5. Dianna M. Reely
6. Lisa M. Brock
7. T. Sam Baxter
8. Marcia L. Johnson
9. Caitlin Hilary
10. Rose Guerrero
11. Barbara W. Berkau
12. Mahin Ghanehari-Wright
13. Paul S. Link
14. Linda Dickson Stevenson
15. Kent Hargrave

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1613 Maple Avenue
P.O. Box 447
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