



2520122140383

2012 JUL 27 PM 3: 29

Group Health Options, Inc.
Group Health Headquarters
320 Westlake Avenue N, Suite 100
Seattle, WA 98109
206-448-2927
206-877-0653 fax
www.ghc.org

July 25, 2012

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Secretary of Labor
Top Hat Plan Exemption
Employee Benefits Security Administration, Room N-1513
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

RE: Top Hat Filing
Group Health Options, Inc.
EIN: 91-1467158

Dear Secretary:

This notice is submitted in compliance with the requirements of the alternative method of reporting and disclosure under Part 1 of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA") for unfunded or insured pension plans for a select group of management or highly compensated employees, as specified in Department of Labor Regulations 29 C.F.R. Section 2520.104-23.

Group Health Options, Inc. (the "Company") adopted the GH Subsidiary Nonqualified Deferred Compensation Plan (the "Plan"), effective September 1, 2012. The Plan is an unfunded, non-qualified plan established for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

The Plan has one (1) participant. The Company's address is 12501 E. Marginal Way South, Tukwila, WA 98168, and the Company's Employer Identification Number is 91-1467158.

The Company also sponsors the GH Subsidiary Supplemental Executive Retirement Plan for the President, Vice Presidents and Executive Vice Presidents, which currently has one (1) participant. The foregoing are the only unfunded, nonqualified pensions sponsored by the Company.

The Company will provide Plan documents to the Secretary of Labor upon request, in accordance with Section 104(a)(1) of ERISA.

Very truly yours,

GROUP HEALTH OPTIONS, INC.

By: Rick Woods
Its: Secretary

**GH SUBSIDIARY
NONQUALIFIED DEFERRED COMPENSATION PLAN**

Effective September 1, 2012

SECTION 1

INTRODUCTION AND DEFINITIONS

1.1 **Nature of the Plan.** Effective September 1, 2012, Group Health Options, Inc. ("Company") hereby establishes a nonqualified, unfunded, deferred compensation plan for the purpose of allowing a select group of management or highly compensated employees of the Company and certain participating affiliates of the Company to defer the receipt of Eligible Compensation that would otherwise be paid to those employees. The Plan is intended to be "unfunded" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Accordingly, it is intended that the Plan be a "top hat plan" that is exempt from the requirements of Parts II, III and IV of Title I of ERISA pursuant to §§ 201(2), 301(a)(3) and 401(a)(1) of ERISA. The Plan is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended and shall be construed in a manner consistent with such intent.

1.2 **Definitions.** The following words and phrases shall have the following meanings, unless a different meaning is plainly required by the context. Any feminine terminology used in the Plan shall also include the masculine gender and the definition of any terms in the singular shall also include the plural (unless the context suggests otherwise).

Account shall mean a Company internal bookkeeping account in the name of a Participant to which Eligible Compensation deferred by the Participant under this Plan shall be credited, plus deemed investment earnings and gains and minus deemed losses and expenses.

Administrator shall mean the President if the President is not a Participant in the Plan. If the President is a Participant, then "Administrator" means the Board or its designee.

Affiliate shall mean a corporation or other entity that is considered part of the same controlled group of corporations or of trades or businesses under common control, or otherwise under common control, with the Company pursuant to Code Sections 414(b) or (c) or 1563(a)(1), (2) or (3) and applicable Treasury Regulations thereunder (including, without limitation, Treasury Regulation Section 1.414(c)-5).

Beneficiary shall mean the person or persons designated as such by the Participant to receive all or a part of the Participant's Account balance in the event of the Participant's death prior to the payment thereof. Each such designation shall be made in a form and manner (electronic or otherwise) acceptable to the Administrator and filed with the Company and shall become effective only when received by the Company. Designated persons shall not be considered Beneficiaries until the death of the Participant. The Participant may change his or her designated beneficiary by submitting a new designation form with the Company (which shall supersede any previous designation forms on file with the Company). If a Participant becomes divorced (or ceases to be in a domestic partner relationship) after having named his or her Spouse or Domestic Partner as a Beneficiary, the prior designation of the Spouse or Domestic

Partner as Beneficiary shall be void. After the divorce or partnership cessation, the Participant may, in his or her discretion, designate his or her ex-Spouse or ex-Domestic Partner as a Beneficiary by filing a new beneficiary designation form with the Company. Notwithstanding the foregoing, in the event the Participant is survived by his or her Spouse, the Participant's Beneficiary shall be the Spouse even if the Participant's beneficiary designation listed someone else as beneficiary unless at the time the designation was made, the Spouse consented to such designation in a form and manner acceptable to the Administrator.

Board shall mean the Board of Directors of the Company.

Code shall mean the Internal Revenue Code of 1986, as amended from time to time.

Company shall mean Group Health Options, Inc.

Deferral Election shall mean the agreement executed by an Eligible Employee whereby the Eligible Employee elects to defer a portion of the applicable calendar year's Eligible Compensation and contains such other information as is required by the Administrator. The applicable calendar year shall be the calendar year that begins after the calendar year in which the Deferral Election is made. Notwithstanding the foregoing and except as set forth in the subsequent sentence, when an individual first becomes an Eligible Employee who can participate in the Plan, if the individual completes a Deferral Election within the first thirty (30) days after becoming so eligible, the deferral election can apply to Eligible Compensation earned between the date such Deferral Election is submitted and December 31 of the calendar year in which such submission is made. The foregoing sentence shall not apply to an Eligible Employee who was previously eligible to defer his or her own compensation to a nonqualified deferred compensation plan that was subject to Code Section 409A and was sponsored by the Company or an Affiliate and is required to be aggregated with this Plan under the plan aggregation rules of Treasury Regulation Section 1.409A-1(c)(2).

Domestic Partner shall mean an individual who is (1) in a domestic partnership with a Participant and either an affidavit of domestic partnership (in the form prescribed by the Group Health Cooperative) is on file with Group Health Cooperative to such effect and such affidavit is still in effect or the domestic partnership is evidenced by a valid state registry; (2) the Participant's state-recognized same-sex spouse; or (3) in a state-recognized civil union with a Participant. For purposes of the Group Health Cooperative affidavit, a "domestic partnership" means the individual and the Participant (a) share the same regular and permanent residence, (b) have a close personal committed relationship, (c) are jointly responsible for basic living expenses, (d) are not married to anyone, (e) are both 18 years of age or older, (f) are not related by blood to the extent that would bar marriage in Washington state, (g) were mentally competent to consent to contract when the domestic partnership began, (h) are each other's sole domestic partner and (i) are responsible for each other's common welfare.

Eligible Compensation shall mean an Eligible Employee's gross salary for personal services actually rendered in the course of employment with the Employer prior to reductions for the Eligible Employee's elective contributions under a flexible benefit plan, a 401(k) plan, this Plan, or any other plan of the Employer permitting elective employee deferrals. In no event will

salary earned before a Participant has completed and submitted a Deferral Election form or after the end of the calendar year in which a Participant has ceased to be an Eligible Employee be considered Eligible Compensation.

Eligible Employee shall mean an employee of the Employer employed as a president, vice president or executive vice president of the Employer. For avoidance of doubt, an individual who is an officer of an Employer but not employed by such Employer is not an Eligible Employee. An individual who is employed by Group Health Cooperative is not an Eligible Employee.

Employer means the Company and Participating Affiliates of the Company for whom an Eligible Employee performs services as an employee.

Participant shall mean an Eligible Employee who becomes a Participant in this Plan in accordance with the provisions of Section 3. An Eligible Employee who has become a Participant shall be considered to continue as a Participant in this Plan until the date of the Participant's death or, if earlier, the date when the Participant incurs a Separation from Service and upon which the Participant no longer has any Account under this Plan (that is, the Participant has received a payment of all of the Participant's Account). However, a Participant may only defer Eligible Compensation to the Plan earned in calendar years in which the Participant is an Eligible Employee.

Participating Affiliate shall mean an Affiliate that (i) is subject to U.S. income tax, (ii) has been designated by the Board as a participating employer in this Plan, and (iii) has adopted this Plan as a participating employer.

Plan shall mean this nonqualified and unfunded program established and maintained by the Company for the benefit of Participants eligible to participate therein, as set forth in this plan document. The Plan shall be referred to as the GH Subsidiary Nonqualified Deferred Compensation Plan.

President shall mean the individual who from time to time is the President of the Company.

Separation from Service shall mean a Participant's separation from service with the Employer and all entities affiliated with the Employer, construed in a manner consistent with Code Section 409A(a)(2)(A)(i) and the Treasury Regulations thereunder and applicable guidance from the IRS. In determining which entities are considered affiliates with the Employer, Code Sections 414(b) and (c) and 1563(a)(1), (2) and (3) and the Treasury Regulations thereunder shall be applied as written, and the change in the language "at least 80 percent" to "at least 50 percent" provided as a default pursuant to Treasury Regulation Section 1.409A-1(h)(3) shall not apply.

Spouse shall mean the Participant's opposite-sex spouse through marriage.

Trust shall mean the rabbi trust described in Section 4.3. The Trust shall be located within the United States of America, constitute an unfunded arrangement, and not affect the status of the Plan as an unfunded plan. Participants and their Beneficiaries shall have no beneficial ownership interest in any assets of any such Trust.

SECTION 2

ADMINISTRATION

2.1. Administration. This Plan shall be administered by the Administrator. The Administrator shall have full discretionary power and authority to administer and interpret the Plan, determine all factual and legal questions under the Plan (including, without limitation, interpreting the Plan and determining a Participant's eligibility to participate in the Plan and the amount of benefits, if any, owed to or with respect to the Participant or his or her Beneficiary), maintain records, determine deemed investment sources and generally be responsible for seeing that the purposes of the Plan are accomplished. A Participant, Beneficiary, or Spouse, Domestic Partner or estate of a Participant shall not be entitled to any benefits under this Plan except to the extent the Administrator determines in his or her discretion that benefits are owed. Determinations by the Administrator shall be final and binding on all parties with respect to all matters relating to the Plan. The Administrator may from time to time adopt such rules and procedures as he or she deems appropriate to assist in the administration of the Plan. The Administrator may delegate all or part of the Administrator's authority and duties under this Plan to one or more persons, whether or not such persons are members of the Board or employees of the Company, or to a committee or an outside vendor. With respect to any authority of the Administrator described in this Plan, any reference to the Administrator shall be construed as including any designee to whom the Administrator has delegated such authority or duty.

2.2. Books and Records. The Administrator shall maintain records of each Participant's Account balance.

2.3. Liability. No current or former Administrator or member of the Board, current or former officer or employee of the Company, or current or former director, officer or employee of an affiliate of the Company shall be liable to any persons for any actions taken under the Plan, or for any failure to effect any of the objectives or purposes of the Plan, by reason of insolvency or otherwise. No current or former Administrator or member of the Board, current or former officer or employee of the Company, or current or former director, officer or employee of an affiliate of the Company in any way secures or guarantees the payment of any benefit or amount which may become due and payable hereunder to or with respect to any Participant or Beneficiary. Each Participant and Beneficiary and other person entitled at any time to a payment hereunder shall look solely to the assets of the Employer for such payment as an unsecured, general creditor. Nothing herein shall be construed to give a Participant, Beneficiary or any other person or persons any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the Employer or any affiliates thereof or in which it may have any right, title or interest now or in the future.

SECTION 3

ELIGIBILITY; DEFERRAL ELECTIONS

3.1. Eligibility. An individual who is an Eligible Employee for a calendar year shall be eligible to participate in and make Deferral Elections under the Plan for the calendar year. For avoidance of doubt, in no event will an Eligible Employee of an Affiliate of the Company become a Participant in the Plan prior to the date such Affiliate adopts the Plan and becomes a Participating Affiliate.

3.2. Deferral Elections. An Eligible Employee may elect to participate for a calendar year by completing a Deferral Election in a form and manner (electronic or otherwise) prescribed by the Administrator and returning it to the Administrator within the time periods prescribed below. The Deferral Election shall authorize the Employer to withhold from the Participant's Eligible Compensation earned in a payroll period a designated percentage amount to be deferred up to the maximum amount described below.

3.2.1 General Election Rules. To be effective for a calendar year, a Deferral Election must be returned no later than the December 31 immediately preceding the calendar year. A Deferral Election is irrevocable for the calendar year for which the Deferral Election is made and cannot be changed or revoked after December 31 prior to the calendar year. Deferral Elections shall remain in effect for subsequent calendar years in which the Participant continues to be an Eligible Employee until such Deferral Election is changed or revoked by the Participant. A Participant's change or revocation of a Deferral Election shall not be effective prior to the first calendar year beginning after such change or revocation is submitted to the Administrator. A Participant changes a Deferral Election by submitting a new Deferral Election with a different percentage of Eligible Compensation elected to be deferred to the Plan.

3.2.2 Mid-Year Cessation of Deferrals.

(a) *Job Transfers*. Except as provided below, if a Participant ceases to be an Eligible Employee but remains employed with the Employer during a calendar year, any Deferral Election the Participant has in effect at such time shall remain in effect (with deferrals continuing to be taken from his or her Eligible Compensation) through the end of such calendar year. If a Participant ceases to be an Eligible Employee due to a transfer of employment to an affiliate of the Company that is not a Participating Affiliate or due to the Employer initiating the Participant's involuntary demotion to a position below the level of a vice president with a substantial reduction in pay and for reasons other than an internal reorganization (e.g., due to the Participant's poor work performance), the Participant's Deferral Election shall immediately and permanently be cancelled and no additional deferrals shall be taken. In order to be considered an involuntary demotion, cancellation of the Participant's Deferral Election cannot be a reason for the Employer to initiate the demotion.

(b) 401(k) Hardship Withdrawals. If a Participant takes a hardship distribution from a 401(k) Plan sponsored by the Employer or an affiliate thereof and is required by the terms of such plan to cease elective contributions to all Employer plans of deferred compensation for six (6) months after such distribution, then any Deferral Election the Participant had in effect for the calendar year in which the 401(k) hardship distribution is received shall immediately and permanently be cancelled and no additional deferrals shall be taken for the remainder of the calendar year. In addition, if the hardship distribution is received between July 1 and December 31 of a calendar year, the Participant shall not be eligible to make a Deferral Election for the subsequent calendar year. This Section 3.2.2(b) shall be interpreted in a manner consistent with Treasury Regulation Section 1.409A-3(j)(4)(viii).

3.2.3 First Year Eligibility. With respect to the first calendar year in which an individual first becomes an Eligible Employee, the Eligible Employee may make a Deferral Election within 30 days after the date the individual became an Eligible Employee with respect to Eligible Compensation earned in pay periods commencing after the election is submitted.

3.2.4 Maximum Deferral. The Deferral Election shall authorize the Employer to withhold from the Participant's Eligible Compensation a designated percentage amount to be deferred to a maximum of fifty percent (50%) of the Participant's Eligible Compensation earned in any payroll period.

3.3 FICA Taxes. Amounts due for FICA taxes on the elected deferrals will be withheld from the Participant's remaining salary.

SECTION 4

DEFERRED COMPENSATION ACCOUNT

4.1. Account. Each Participant shall have an Account in this Plan. Amounts withheld by the Employer pursuant to Section 3.2 shall be credited to the Participant's Account as of a date determined by the Administrator. A Participant's "Account balance" shall be all amounts credited to the Participant's Account under this Section 4.1 plus any adjustments made under Section 4.2. A Participant's Account shall be 100% vested and nonforfeitable at all times.

4.2. Deemed Investment Return; Expenses. From time to time, the Administrator in his or her discretion shall designate the investment funds that will be available to Participants as deemed investment options under the Plan ("investment funds"). The Administrator may change the funds that are investment funds at any time in his or her sole discretion by designating new funds as investment funds and removing existing funds from the list of investment funds. A Participant's Account balance will be adjusted each business day the New York Stock Exchange is open for business for earnings, gains, expenses and losses as if it were invested in the investment options selected by the Participant.

4.2.1. Valuation of Assets. The market value of the assets that would have been held in each of the deemed investment options shall be determined by the Administrator in accordance with generally accepted valuation principles, consistently applied.

4.2.2. Investment Elections. A Participant may specify which designated deemed investment options the Participant's Account will be deemed to be invested in, and in what amounts, in such manner as specified by the Administrator from time to time. Any such designation shall be prospective only. In the absence of an applicable Investment Election for a given year, a Participant's Account balance will be deemed invested in a default investment fund selected by the Administrator in his or her discretion from time to time.

4.3 Establishment of Trust. In order to provide assets from which to fulfill its obligations to the Participants and their Beneficiaries under the Plan, the Company will establish a Trust by a trust agreement with a third party ("Trustee") to which the Employer may contribute cash or other property to provide for the benefit payments under the Plan. The Employer shall not be obligated to contribute to the Trust, but in its discretion may decide from time to time to make contributions in amounts it determines. The Trust shall be a grantor trust for tax purposes. The Trustee will have the duty to invest the Trust assets and funds in accordance with the terms of the Trust. The Company shall be entitled at any time, and from time to time, in its sole discretion, to substitute assets of at least equal fair market value for any assets held in the Trust. All rights associated with the assets of the Trust will be exercised by the Trustee or the person designated by the Trustee, and will in no event be exercisable by or rest with Participants or their Beneficiaries. The Trust shall provide that any assets shall be used for the payment of benefits under the Plan and the payment of administrative expenses of the Plan except that, in the event of the insolvency of any Employer, the Trustee shall hold the assets for the benefit of the general creditors of the Employer and its affiliates. At the discretion of the Company, the assets and liabilities of another rabbi trust for an unfunded, unsecured nonqualified deferred compensation plan of a Participating Affiliate may be transferred to the Trust for this Plan in connection with a merger of the Participating Affiliate's plan into this Plan.

SECTION 5

PAYMENT AMOUNT, TIME AND MANNER OF PAYMENT

5.1 Payment to Participant. Within sixty (60) days after a Participant's Separation from Service for reasons other than death, the Employer shall pay the Participant his or her Account balance in a single cash lump sum (less applicable tax withholdings).

5.2 Payment Delay for Specified Employee. Notwithstanding the foregoing, if at the time of Separation from Service the Participant is a Specified Employee, the amount that would have been distributed from the Participant's Account within the first six months following Separation from Service shall be paid to the Participant on the six-month anniversary of the Participant's Separation from Service (or, if earlier, the date of death of the Participant). A "Specified Employee" is a key employee (as defined in Code section 416(i) without regard to paragraph (5) thereof) of the Employer or any affiliate thereof, if the stock of the Employer is publicly traded on an established securities market or otherwise. "Specified Employee" shall be construed in a manner consistent with Code Section 409A(a)(2)(B)(i) and the Treasury Regulations thereunder and applicable IRS guidance.

5.3 Payment Following Participant's Death. In the event the Participant's Separation from Service is due to his or her death (or the Participant dies after Separation from Service but before receiving his or her entire Account balance), the Participant's Account balance (less applicable tax withholdings) shall be paid to his or her Beneficiary. If upon a Participant's death the Participant is not survived by a Beneficiary, the Participant's Account balance shall be paid to his or her surviving Spouse or Domestic Partner or, if none, to his or her estate. Payments under this Section 5.3 shall be made in a single cash lump sum within sixty (60) days after the Participant's Separation from Service.

5.4 Payment by Employing Entity. To the extent not paid by the Trust, a Participant's Account Balance (less applicable tax withholdings) shall be paid by the Employer for whom the Participant was most recently employed when the Participant had a Separation from Service.

SECTION 6

HARDSHIP WITHDRAWALS

A Participant may request a distribution of amounts from his or her Account balance before his or her Separation from Service in the event the Participant has an unforeseeable emergency, subject to the limitations set forth herein:

"Unforeseeable emergency" means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's Spouse or Beneficiary, or a dependent (as defined in Code Section 152 without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)) of the Participant, loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster), or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

A Participant who receives a distribution due to an unforeseeable emergency pursuant to this Section shall have any Deferral Election that is in effect under this Plan for the calendar year in which the distribution is received cancelled for the remainder of the calendar year.

The amounts distributed with respect to an emergency shall not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), and the fact that any Deferral Election in effect for the Participant for the calendar year in which the distribution for the unforeseeable emergency will be made will be cancelled for the remainder of such calendar year.

The Administrator shall establish guidelines and procedures for implementing withdrawals consistent with Code Section 409A(a)(2)(B)(ii) and the Treasury Regulations thereunder and any applicable IRS guidance. An application shall be written, be signed by the Participant and include a statement of facts causing the unforeseeable emergency and any other facts required by the Administrator, and filed with the Administrator within 30 days of the occurrence of the unforeseeable emergency.

The withdrawal amount and date shall be fixed by the Administrator, but in no event shall the withdrawal date be more than 60 days after the date the Administrator receives a complete application from the Participant. The Administrator may require a minimum advance notice and may limit the amount, time and frequency of withdrawals.

The foregoing shall be construed in a manner consistent with Code Sections 409A(a)(2)(A)(vi) and 409A(a)(2)(B)(ii) and the Treasury Regulations thereunder and applicable IRS guidance.

SECTION 7

AMENDMENT; TERMINATION

7.1. Amendment and Termination. The Plan may be amended or terminated at any time by the Board or President; provided, however, that no amendment, discontinuance or termination of the Plan will, without the consent of any persons affected thereby, alter or impair the rights of any Participant or Beneficiary accrued prior to such amendment, discontinuance, or termination. Except as provided under Section 7.3 below, no amendment, discontinuance or termination of the Plan shall affect or otherwise accelerate the timing, form and manner of benefits payments of Account balances in existence as of the date such amendment, discontinuance or termination is adopted by the Board or President, but instead such payments shall occur in accordance with the terms of the Plan in effect at the time such resolution is adopted.

7.2. Payment. If the Internal Revenue Service issues a final ruling that any amounts deferred or otherwise credited under this Plan will be subject to current income tax due to a failure to comply with Code Section 409A, all amounts to which the ruling is applicable shall be paid to the Participants within 30 days after such final ruling.

7.3. Plan Termination and Liquidation. Notwithstanding anything in this Plan to the contrary, the Board or President may at any time in their discretion terminate the Plan and accelerate the payment of Account balances to all Plan Participants (or, in the case of a deceased Participant, Beneficiary, Spouse, Domestic Partner or estate, as applicable) to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(ix).

SECTION 8

CLAIMS PROCEDURE

8.1. Initial Claim. Any person ("Claimant") claiming a benefit or requesting an interpretation, ruling or information under the Plan shall present the request in writing to the Administrator. The Administrator may, in his or her discretion and at any stage of the claims process, hold one or more hearings. The Claimant may, at the Claimant's own expense, have an attorney or other representative act on the Claimant's behalf; provided that a written authorization is presented to the Administrator.

8.2. Timing of Initial Decision. Within 90 days after the Claimant delivers the claim, the Claimant will receive either: (a) a decision; or (b) a notice for extension describing special circumstances requiring additional time to process the claim (up to 180 days from the day the Claimant delivered the claim). Any notice for extension will describe the special circumstances (such as the need to hold a hearing) requiring more time and the date by which the Administrator expects to render a decision.

8.3. Content of Initial Decision. If the Claimant's claim is denied in whole or in part, the Claimant will receive a written notice specifying: (a) the reasons for the denial; (b) the Plan provisions on which the denial is based; (c) any additional information needed from the Claimant in connection with the claim and the reason such information is needed; and (d) an explanation of the claims review procedure and the applicable time limits, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal. The time limits for making a decision on the Claimant's claim will be frozen until any necessary additional information is received by the Administrator.

8.4. Appeal. To appeal a benefit claim decision, the Claimant must deliver the Claimant's written request for review to the Administrator within 60 days of the date the Claimant received the initial claim denial. The Claimant's written request for review may (but is not required to) include issues, comments, documents, and other records the Claimant wants considered in the review. All the information the Claimant submits will be taken into account on appeal, even if it was not reviewed as part of the initial decision. The Claimant may ask to examine or receive free copies of all pertinent Plan documents, records, and other information relevant to the Claimant's claim by asking the Administrator. If the Claimant fails to deliver the written request for review to the Administrator within 60 days of the date the Claimant received the initial claim denial, the Claimant shall forever forfeit his or her right to appeal the claim either to the Administrator or to a court.

8.5. Timing of Decision Upon Appeal. Within 60 days after the Claimant delivers the request for review, the Claimant will receive either: (a) a decision; or (b) a notice for extension describing special circumstances requiring additional time to process the Claimant's claim (up to 120 days from the day the Claimant delivered the request for review). Any notice for extension will describe the special circumstances (such as the need to hold a hearing) requiring more time and the date by which the Administrator expects to render a decision on appeal.

8.6. Content of Decision Upon Appeal. The decision on the Claimant's appeal will be in writing and will specify: (a) the reasons for the decision; (b) the Plan provisions on which the decision is based; and (c) any documents, records or other information relevant to the Claimant's claim.

8.7. Final Decision. All decisions on appeal are final and binding on all parties.

SECTION 9

GENERAL PROVISIONS

9.1. Attorneys' Fees. If a suit or action is instituted to enforce any rights under this Plan, the prevailing party may recover from the other party reasonable attorneys' fees at trial and on any court appeal.

9.2. Notices. Any notice under this Plan shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as first class mail postage prepaid. Mail to the Company or Administrator shall be directed to the Company's mailing address. Mail to the Participant shall be sent to the Participant's last known home address shown in the Company's records. Either party may specify a different address for notices by informing the other party as such.

9.3. Nontransferability. The rights of a Participant or Beneficiary under this Plan are personal. Except for the designation of a death beneficiary, no interest of a Participant or one claiming through a Participant may be directly or indirectly assigned, alienated, pledged, transferred or encumbered and no such interest shall be subject to seizure by legal process, attachment, garnishment, execution following judgment or in any other way subjected to the claims of any creditor. The foregoing limitation precludes, among other things, a Participant who is getting (or has gotten) a divorce or terminated a domestic partnership from transferring any portion of his or her interest under this Plan to his or her Spouse or ex-Spouse or Domestic Partner or ex-Domestic Partner (except by designating the Spouse or ex-Spouse or Domestic Partner or ex-Domestic Partner as a Beneficiary).

9.4. Not an Employment Contract. This Plan is not and shall not be deemed to constitute a contract of employment between the Employer and any employee or other person, nor shall anything herein contained be deemed to give any employee or other person any right to be retained in the Employer's employ or in any way limit or restrict the Employer's right or power to discharge any employee or other person at any time and to treat his or her without

regard to the effect which such treatment might have upon the employee as a Participant in the Plan.

9.5. Successors. Amounts payable under this Plan shall be an obligation of the Employer and the Trust. The Company and its Participating Affiliates that constitute the Employer shall be jointly and severally liable for benefit payments to Participants under this Plan. In the event a Participant's employer becomes insolvent, a Participant may bring a claim for benefits under this Plan against the Company or any Participating Affiliate..

9.6. Incompetence. The Administrator may decide that because of the mental or physical condition of a person entitled to a payment, or because of other relevant factors, it is in the person's best interest to make a payment to others for the benefit of the person entitled to payment. In that event, the Administrator may in his or her discretion direct such a payment to be made as follows:

- (a) To a parent or spouse or a child of legal age;
- (b) To a legal guardian; or
- (c) To one furnishing maintenance, support, or hospitalization.

9.7. Governing Law. Except to the extent that federal law is controlling, the Plan shall be construed in accordance with and governed by the laws of the State of Washington. Invalidation of any one of the provisions of the Plan for any reason shall in no way affect the other provisions hereof, and all such other provisions shall remain in full force and effect.

9.8. Unsecured General Creditor. Any amount allocated to a Participant's Account balance under this Plan shall be an unfunded, unsecured promise of the Employer to make cash payments in the future. Participants and their Beneficiaries, Spouses, Domestic Partners, estates, heirs, successors and assigns shall have no legal or equitable rights, interest or claims in any property or assets of the Employer. Any and all of the Employer's assets shall be, and remain, the general, unpledged, unrestricted assets of the Employer. In addition to the Trust, the Employer may, but shall not be required to, establish a reserve of assets to provide funds for its payments under this Plan. Establishing the Trust or another reserve shall have no effect on the operation of this Plan or upon the status of Participants, Beneficiaries, Spouses and Domestic Partners as unsecured general creditors of the Employer. Rights to Plan benefit payments will not be limited to assets held in any reserve.

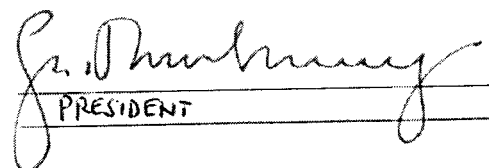
9.9. Effective Date. This Plan shall be effective September 1, 2012.

GROUP HEALTH OPTIONS, INC.

Date Signed: JUNE 26, 2012

By:

Its:

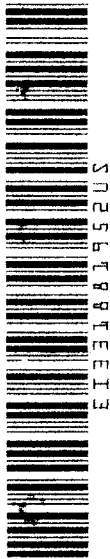

PRESIDENT

Print postage online - Go to usps.com/postageonline

home or office at usps.com/pickup

PLEASE PRESS FIRMLY

PLEASE PRE



E1331681952US



Address Label
Label 1-B, March 2004

UNITED STATES POSTAL SERVICE® Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt Time AM PM Employee Signature

Mo. Day Delivery Attempt Time AM PM Employee Signature

Mo. Day Delivery Date Time AM PM Employee Signature

Mo. Day

CUSTOMER USE ONLY

NO DELIVERY
 Weekend
 Holiday
 Mailer Signature

WAIVER OF SIGNATURE (Domestic Mail Only)
 Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee or addressee's agent is not the secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

TO: PLEASE PRINT PHONE ()

PHONE ()

OR PICKUP OR TRACKING
www.usps.com
 1-800-222-1811

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

+

USPS packaging products have been awarded Cradle to Cradle CertificationSM for their ecologically-intelligent design. For more information go to mbdc.com/usps

Cradle to Cradle CertificationSM is a certification mark of MBDC.

Please recycle.



1007

\$21.30
00085602-03

U.S. POSTAGE
PAID
SEATTLE, WA
98188
JUL 20 2004
AMOUNT

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Express Mail. Misuse may be a violation of federal law. Not for resale. EP13F © U.S. Postal Service; Oct. 2008; All rights reserved.