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SECTION 125
PREMIUM ONLY PLAN

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SECTION 125
PREMIUM ONLY PLAN

INTRODUCTION

This Section 125 Premium Only Plan (the "Plan") consists of two parts: (1) an Adoption Agreement that is a separate document incorporated by reference into this Plan; and (2) this Basic Plan Document. This Basic Plan Document contains substantive provisions that are integral to the operation and legal compliance of the Plan. This Basic Plan Document further describes the standard provisions elected in the Adoption Agreement. The Adoption Agreement serves as the means for the adopting Employer (hereafter, the "Company") to elect the optional provisions that apply under the Company's Plan.

The Company sponsors and maintains this Plan to provide eligible employees the opportunity to pay for his or her share of contributions under the applicable plan(s) provided or facilitated by Business Health Trust on a pre-tax salary reduction basis.

The Plan is maintained for the exclusive purpose of providing benefits to covered Employees and is intended to qualify as a "cafeteria plan" within the meaning of Code Section 125 and comply with any other applicable provisions of law, including the Employee Retirement Income Security Act of 1974.

ARTICLE I
DEFINITIONS

The following terms shall have the following meanings in this Plan. Capitalized terms are used throughout the Plan for terms defined by this and other sections.

1.1 Change in Status

"Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code Section 125 or regulations issued thereunder that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis.

(a) *Legal Marital Status*: A change in an Eligible Employee's legal marital status, including marriage, death of a spouse, divorce, legal separation, or annulment.

(b) *Number of Dependents*: Events that change an Eligible Employee's number of Dependents, including birth, death, adoption, and placement for adoption.

(c) *Change in Employment Status*: Any of the following events that change the employment status of the Eligible Employee or the Eligible Employee's Dependents: termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, or a change in work site. In addition, if the eligibility conditions under a cafeteria plan (including the

Plan) or other employee benefit plan of the employer of the Eligible Employee or Dependents depend on the employment status of that individual and there is a change in that individual's employment status such that the individual becomes (or ceases to be) eligible under the plan, that constitutes a change in employment status (e.g. switching from union to salaried, or vice versa, incurring a reduction or increase in hours of employment (going from part-time to full-time) or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit).

(d) *Dependent Eligibility Requirements*: An event that causes an Eligible Employee's Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age.

(e) *Change in Residence*: A change in the place of residence of the Eligible Employee or his or her Dependents that affects the benefit eligibility under a cafeteria plan (including the Plan) or other employee benefit plan (including the benefit plan(s) or policy(ies)) of the Employer of the Participant or Dependents.

Article 4 lists requirements that must be met for a Participant to change his or her election during the Plan Year on account of a Change in Status.

1.2 COBRA

"COBRA" means the provisions requiring continuation of employer sponsored group health coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 and set forth in Code Section 4980B, as amended, and any pertinent regulations, rulings, notices or other guidance.

1.3 Code

"Code" means the Internal Revenue Code of 1986, as amended, and any pertinent regulations, rulings, notices or other guidance.

1.4 Compensation

"Compensation" means the total cash remuneration received by the Participant from the Employer during a Coverage Period (as reported in Box 1 of Form W-2) prior to any reductions under a Salary Redirection Agreement. Compensation shall include overtime, commissions and bonuses and shall exclude Employer contributions to any retirement or welfare benefit plans and any cash remuneration earned before the Participant began participation in the Plan.

1.5 Coverage Period

"Coverage Period" means the Plan Year, except that for any Employee who:

(a) first becomes an Eligible Employee after the start of a Plan Year, the initial Coverage Period is the period commencing on the date that Eligible Employee's

participation in the Plan is first effective, and extends through the remainder of that Plan Year; and

(b) ceases to be an Eligible Employee before the end of the Plan Year, the final Coverage Period is the period beginning on the first day of the Plan Year (or, if later, the effective date of the Eligible Employee's participation in the Plan) and extends through the date(s) participation terminates under Section 2.4.

1.6 Covered Benefit

"Covered Benefit" means any of the benefits referred to in Article IV.

1.7 Dependent

"Dependent" means:

(a) For pre-tax payment of Premium Expenses, a Participant's Spouse or any individual who qualifies as a dependent of a Participant under Code Section 152 (determined without regard to subsections (b)(1), (b)(2) and (d)(1)(b) thereof), or a child (as defined in Code Section 152(f)(1)) of the Participant who as of the end of the relevant calendar year has not attained age 27;

(b) For the purposes of determining which individuals are eligible for a Covered Benefit, any individual who qualifies as a dependent of a Participant under the documents governing that Covered Benefit.

1.8 Domestic Partner

"Domestic Partner" means a person who is validly registered as an Employee's domestic partner under applicable state law, provided that proof of registration of domestic partnership in accordance with state law has been filed with the Employer, or as otherwise provided in an applicable insurance policy.

1.9 Effective Date

"Effective Date" of this Plan means the first day of the contract year for the group insurance contract that commences on or after this Plan is adopted.

1.10 Election Period

"Election Period" means the period immediately preceding each Coverage Period that is designated by the Plan Administrator for the election of the benefits described in Section 4.1; except that the Election Period for an Eligible Employee who first becomes eligible to participate during a Coverage Period shall be as described in Section 2.3.

1.11 Eligible Employee

"Eligible Employee" means an Employee who is eligible to participate in a Covered Benefit provided or facilitated by Business Health Trust.

Notwithstanding the above, the term "Eligible Employee" does not include:

(a) Any individual who is employed in a division, unit, facility or class of employees that the Employer has determined in writing is not to be covered by the terms of the Plan.

(b) Any individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(b)) from the Employer constituting income from sources within the United States (within the meaning of Code Section 861(a)(3)).

(c) Any individual determined by the Employer (in its sole discretion) and classified in its records to be an independent contractor, agent, leased employee, consultant, contract employee, any other nonregular employee, or in any other classification other than Employee. An individual who is not treated by the Employer as an Employee for payroll tax purposes, but who is subsequently determined by a government agency, by the conclusion or settlement of threatened or pending litigation, or otherwise, to be (or to have been) a common law Employee of the Employer shall not be an Eligible Employee.

(d) Employees in the active service of the armed forces of any country or subdivision of any country.

1.12 Employee

"Employee" means an individual classified by the Employer as a common law Employee of the Employer, as evidenced by the Employer's withholding of federal income and employment taxes from such individual's Compensation.

1.13 Employer

"Employer" means the Company and any related entity that has adopted the Plan with the consent of the Company's Board of Directors.

1.14 Enrollment Election

"Enrollment Election" means the election submitted by an Eligible Employee with the Employer (or its designee) in the form designated by the Plan Administrator to elect to receive certain Covered Benefits. The Enrollment Election authorizes the Employer to reduce an Eligible Employee's Compensation received during the Plan Year by the amount so designated and to contribute such amount, as a before-tax or after-tax Employer contribution, on behalf of the Eligible Employee toward the cost of benefits elected by the Eligible Employee on his or her Enrollment Election. An Eligible

Employee's Enrollment Election is effective as soon as administratively possible after receipt by the Plan Administrator (or its designee), but not before the beginning of the Plan Year to which the Enrollment Election applies or the date the Eligible Employee begins participating in the Plan, as applicable. An Eligible Employee's Enrollment Election may govern subsequent years, in accordance with the rules and procedures of Article II.

1.15 ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any pertinent regulations, rulings, notices or other guidance.

1.16 FMLA

"FMLA" means the Family and Medical Leave Act of 1993, as amended, and any pertinent regulations, rulings, notices or other guidance.

1.17 Health Care Reform Law

"Health Care Reform Law" means the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended, and including any pertinent regulations, rulings, notices or other guidance.

1.18 Participant

"Participant" means any Eligible Employee who becomes enrolled in the Plan under Article II. All Participants in the Plan must be Employees. No individual other than the Employee may make elections under this Plan.

1.19 Plan

"Plan" means this Plan, as amended from time to time.

1.20 Plan Administrator

"Plan Administrator" means the Company or any committee, person(s) or third parties to whom the Company has delegated plan administration.

1.21 Plan Year

"Plan Year" means the contract year for the group insurance contract.

1.22 Premium Expense

"Premium Expense" means the Participant's cost for Covered Benefits, as determined from time to time by the Employer. The Premium Expense for a particular benefit is normally set for a Plan Year. However, the Premium Expense for health coverage provided by an independent third party shall be automatically adjusted to reflect an insignificant mid-Plan Year benefit cost increase or decrease.

1.23 Salary Redirection

"Salary Redirection" means the amount by which a Participant's Compensation shall be reduced pursuant to Section 3.1 and an Enrollment Election, with the understanding that the Employer will contribute such amount to the Plan on behalf of the Participant for Covered Benefits.

1.24 Salary Redirection Agreement

"Salary Redirection Agreement" means an agreement between a Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forgo increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking the Plan and Code Section 125 into account) and subsequently does not become currently available to the Participant.

1.25 SPD

"SPD" means the summary plan description required under ERISA for the Covered Benefits such as the certificate of insurance booklet, policy of insurance or other document of insurance describing the relevant Covered Benefit that is issued by the insurance company providing that Covered Benefit. The term "SPD" shall also include any wrap summary plan description.

1.26 Spouse

"Spouse" means an Eligible Employee's spouse as defined in the SPD.

1.27 USERRA

"USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and any pertinent regulations, rulings, notices or other guidance.

ARTICLE II
PARTICIPATION

2.1 General Eligibility Provision

An Eligible Employee who enters into an Enrollment Election is eligible for and will be automatically enrolled in this Plan to pay for certain elected Covered Benefits on a pre-tax basis, to the extent permitted by applicable law. However, no provision of this Plan will result in an Employee becoming eligible for a Covered Benefit if not eligible under the terms of that Covered Benefit. An Eligible Employee will be enrolled in this Plan as soon as administratively possible after making an Enrollment Election.

2.2 Annual Enrollment

The Employer will treat an election by an Eligible Employee to participate in an insurance plan provided or facilitated by Business Health Trust as an election under this Plan to defer the employee cost of such coverage on a pre-tax (or after-tax, if applicable) basis. As a result, the Eligible Employee shall be deemed to have elected that coverage and to have consented to any applicable pre-tax Salary Redirection.

The election is irrevocable until the end of the applicable Coverage Period unless the Participant may change his or her election under Section 4.3, the Participant is entitled to a special enrollment period described in the Plan, or all or part of the election is automatically terminated due to a change of employment status under Section 2.4. The form must be returned to the Plan Administrator in the manner designated by the Plan Administrator, which may include paper or electronic formats.

2.3 Newly Eligible Employees

If an individual becomes an Eligible Employee during a Plan Year, the Employer will treat an election by the Eligible Employee to participate in an insurance plan provided or facilitated by Business Health Trust as an election under this Plan to defer the employee cost of such coverage on a pre-tax basis. As a result, the Eligible Employee shall be deemed to have elected that coverage and to have consented to any applicable pre-tax Salary Redirection.

2.4 Suspension or Termination of Participation

(a) *Termination of Employment.* If a Participant terminates employment during a Plan Year, the Participant shall cease participation in the Plan, but coverage under any Covered Benefit for which Premium Expenses have been paid shall continue for the period for which paid, unless provided otherwise in the relevant SPD.

(b) *Rehire*.

(i) Subject to Section 2.4(b)(ii), an Employee who is rehired and becomes an Eligible Employee may elect to participate in the Plan in accordance with Section 2.3.

(ii) An Employee who is rehired within 30 days of termination will resume participation in the Plan per the elections that were in place on the Participant's employment termination date. A reinstated Participant shall not be permitted to change benefit elections until the next Election Period, unless permitted under Section 4.3. A Participant who is rehired later than 30 days following termination shall be treated as a newly Eligible Employee and Section 2.3 shall apply.

(c) *Suspension of Participation*. If a Participant ceases to be an Eligible Employee, but does not terminate employment or take a leave of absence, his or her participation in the Plan shall be suspended as described in the relevant SPD and

shall terminate at the end of the Plan Year, if active participation is not reinstated earlier.

If the Employee again becomes an Eligible Employee, or has adequate Compensation:

(i) before the end of the Plan Year, his or her active participation in the Plan shall be reinstated and the most recent Enrollment Election shall again become effective, subject to any changes permitted under Section 4.3; or

(ii) after the end of the Plan Year, he or she may enroll in the Plan pursuant to Section 2.3.

Subject to Section 2.4(d), during periods of suspended participation, no Salary Redirection shall be made under Section 3.1, and no benefits elected under Article 4 shall be provided through the Plan. However, Covered Benefits may continue for a longer period of time as described in the relevant SPD.

(d) *Leave of Absence.*

(i) *Paid Leave*. If a Participant takes a paid leave of absence, including paid leave pursuant to FMLA or USERRA, but does not terminate employment with the Employer, participation in the Plan, including, without limitation, Participant and Employer contributions, and elected Covered Benefits, may continue during such leave of absence in accordance with the SPD for the relevant benefit and the Plan Administrator's leave of absence procedures.

(ii) *Unpaid Leave*. If a Participant takes an unpaid leave of absence (including an FMLA or USERRA leave of absence), medical, dental, and vision benefits may continue during the unpaid leave in accordance with the SPD for the relevant benefit and the Plan Administrator's leave of absence procedures, provided the Premium Expense (if any) for such benefits is paid by the Participant on an after-tax basis (or on a pre-tax basis to the extent that payments are made from taxable Compensation such as vacation days) on the same schedule as payments would be made if the Participant were not on leave. Benefits shall continue to the full extent required by FMLA or USERRA, as applicable, and under any other payment schedule permitted by Labor Regulations 29 C.F.R. 825.210(c) for a Participant on FMLA leave. If the Premium Expense for benefits is not received by the due date set by the Plan Administrator (including any grace periods), coverage may be terminated retroactively for non-payment of Premium Expense.

(iii) *Return from Leave*. Upon return from an unpaid leave of absence benefits will recommence in accordance with the Plan Administrator's procedures.

If the Participant does not immediately resume active employment at the conclusion of a paid or unpaid leave of absence, the Participant shall no longer be considered an Eligible Employee.

2.5 Death

If a Participant dies, his or her participation in the Plan shall cease on the date of his or her death. However, his or her beneficiaries, or the representatives of his or her estate, may submit claims incurred prior to his or her death for the remainder of the Plan Year and any applicable run-out period under the relevant SPD.

ARTICLE III
CONTRIBUTIONS

3.1 Salary Redirection – Pre-Tax

If a Participant elects a Covered Benefit, his or her Compensation shall be reduced in an amount equal to his or her Salary Redirection, and this amount shall be deducted ratably each pay period from the Participant's Compensation and applied to the Premium Expense.

If the Premium Expense for health coverage provided by an independent third party changes during a Plan Year, the Salary Redirection amount shall be automatically adjusted to reflect any insignificant change in the Premium Expense.

A Participant's Salary Redirection amount for any Plan Year shall not exceed the maximum cost to the Participant for all benefits that may be elected under the Plan. The maximum Salary Redirection amount shall equal the sum of the Premium Expense.

3.2 Employee After-Tax Contributions

Under certain circumstances, a Participant may pay for certain Covered Benefits from Compensation that has been subject to federal income taxes. The monetary amount associated with these payments constitutes Employee after-tax contributions. Employee after-tax contributions may be made outside of this Plan for the following purposes if permitted by the Plan Administrator:

(a) To pay for coverage of a Domestic Partner or civil union partner or any other individual who may not be treated as a dependent of the Participant under any applicable section of the Code;

(b) To pay for continuation of coverage during unpaid leave; or

(c) For such other purposes as determined by the Plan Administrator on a nondiscriminatory basis for all similarly situated Participants.

The Plan Administrator shall implement such procedures as it deems necessary to administer the payment of after-tax contributions outside of this Plan.

3.3 Application of Contributions

The Employer shall credit Salary Redirection amounts to a bookkeeping account on behalf of each Participant to pay for benefits elected under the Plan. Salary Redirection amounts shall be credited as soon as reasonably practical after each payroll period.

3.4 Periodic Contributions

Notwithstanding any requirement in this Plan that Salary Redirection be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Plan Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period.

3.5 Paycheck Insufficient for Contributions

All Employees are expected to pay their share of Plan premiums each payroll period. If a paycheck is insufficient to pay the employee share of Plan premiums, premiums are due by the first day of the next following month. The Employer may, in its discretion, work with the Employee to arrange for a repayment schedule.

If the Employee fails to timely pay premiums, coverage may be terminated, and in the case of any health coverage, continuation coverage generally will not be available if coverage is terminated due to non-payment alone. If an Employee enrolls in health plan coverage but fails to pay the Employee's share of the premium on a timely basis, the Employer is not required to provide coverage for the period for which the premium is not timely paid, and the Employer is treated as having offered that employee coverage for the remainder of the coverage period (typically the remainder of the Plan Year) for purposes of Code Section 4980H.

ARTICLE IV
BENEFITS

4.1 Benefit Options

Each Participant shall elect to have the amount of his or her Salary Redirection applied to the cost of Covered Benefits for the Participant and Participant's Dependents, if any under the Employer-sponsored group benefits plans set forth below.

Coverage elected for a Domestic Partner and his or her dependents who are not Code Section 152 dependents of the Participant shall be reported as a taxable benefit. All other benefits shall be reported as nontaxable benefits, subject to any adjustment made pursuant to Section 4.3.

Amounts designated for a particular coverage shall be available only for that coverage, and, if not paid for coverage incurred during the Plan Year, shall be forfeited.

(a) *Group Benefits*. A Participant may elect to have his or her Salary Redirection Agreement applied to pay Premium Expenses for a Coverage Period for coverage of the Participant, the Participant's Spouse, the Participant's Domestic Partner, and other Dependents, if any, under the applicable plan(s) provided or facilitated by Business Health Trust. A Participant may choose medical, dental, or vision coverage on a pre-tax basis for the Participant, the Participant's Spouse and other Dependents (within the meaning of Code Section 105(b)), or on an after-tax basis for the Participant's Domestic Partner or other eligible Dependents.

(b) *Exchange Policies*. A "qualified health plan" offered through an "Exchange" as established under Health Care Reform Law shall not be a qualified benefit under this Plan.

(c) *No Individual Policies*. Individual market coverage shall not be a qualified benefit under this Plan, and no pre-tax payments may be made under this Plan for any such coverage.

4.2 Benefits Election

Subject to the conditions and limitations of the Plan, a Participant shall make an Enrollment Election equal to the total Salary Redirection to be made on his or her behalf during the Plan Year. The Covered Benefits specified in Section 4.1(a) shall be assigned an individual premium.

4.3 Change of Election

(a) *General*. A Participant's Enrollment Election shall be irrevocable for the balance of the Plan Year, except in certain situations described in this Section 4.3. This Section 4.3 shall be interpreted in accordance with Treasury Regulations, Section 1.125-4 and prevailing IRS guidance, which shall also prevail over the provisions in this Plan if there is any conflict. Furthermore, changes are permitted by Participants only if the relevant SPD for the Covered Benefit permits that change.

(b) *Meaning of Dependent*. For purposes of this Section 4.3, the term "Dependent" shall have the meaning given to that term in Section 1.8, provided such Dependents are also eligible under the terms of the Covered Benefit.

(c) *Changes in Status*

(i) *In General*. A Participant may revoke an election during a Coverage Period and make a new election for the remaining portion of the period if, under the facts and circumstances, there is a Change in Status and the election change satisfies the consistency rule.

(ii) *Consistency Rule*. Generally, the consistency rule requires that any election change must be made on account of and correspond with a Change in Status that affects eligibility for coverage under an employer's plan. The Plan Administrator (in its sole discretion), on a uniform and

nondiscriminatory basis, shall determine, based on Treasury Regulations, Section 1.125-4 and prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. The following are specific examples of the consistency rule:

(A) A Change in Status that affects eligibility under an employer's plan includes a change in status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse, Domestic Partner and/or Dependents) who may benefit from the coverage.

(B) For a Change in Status involving a Participant's divorce, annulment, or legal separation from a Spouse, termination of a domestic partnership, the death of a Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel health insurance coverage for the Spouse involved in the divorce, annulment, or legal separation, the Domestic Partner involved in the termination of domestic partnership, the deceased Dependent, or the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status.

(C) For a Change in Status in which a Participant or a Participant's Spouse, Domestic Partner or Dependent gains eligibility for coverage under another employer's cafeteria plan (or another employer's qualified benefit plan) as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the other employer's plan.

(D) With respect to group-term life insurance and disability coverage, an election under a cafeteria plan to increase or decrease coverage in response to a Change in Status in Section 1.2(a) or (b) is deemed to correspond with that Change in Status.

(d) *HIPAA Special Enrollment Rights (Applies Only to Medical Coverage)*. If a Participant or a Participant's Dependent is entitled to special enrollment rights under a group health plan, as required by Code section 9801(f), then the Participant may revoke a prior election for health coverage and make a new election (including salary redirection election), provided that the election corresponds with such special enrollment right. A special enrollment right may arise if:

(i) Medical coverage was declined for the Employee or Dependent under the group health plan because of outside medical coverage and eligibility for

such coverage is subsequently lost due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period;

(ii) If a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption, in which case an election to add previously eligible Dependents as a result of the acquisition of a new spouse or dependent child shall be considered to be consistent with the special enrollment right, and a HIPAA special enrollment election attributable to the birth or adoption of a new dependent child may, subject to the provisions of the underlying group health plan and in accordance with the Plan Administrator's procedures, be effective retroactively (up to thirty-one (31) days);

(iii) If an Employee or his or her Dependent becomes eligible for a state premium assistance subsidy under the group benefit options described in Section 4.1(a) from Medicaid or a state child health plan; or

(iv) An Employee's or Dependent's Medicaid or state child health plan coverage is terminated as a result of loss of eligibility.

(e) *Certain Judgments, Decrees, and Orders (Applies Only to Premium Expense Benefits That Provide Health Coverage).* A Participant may change an election to provide or cancel health coverage for the Participant's child in accordance with a judgment, decree, court order, or change in legal custody ("Order") resulting from a divorce, annulment, or legal separation from a Spouse. If so, the Participant may: (1) change his or her election to provide coverage for the dependent child (provided that the Order requires the Participant to provide coverage and the Participant is enrolled in the coverage); or (2) change his or her election to revoke coverage for the dependent child if the Order requires that another individual (including the Participant's spouse or former spouse) provide coverage under that individual's plan. A Participant may cancel coverage only to the extent the Participant's child is actually enrolled in a benefit plan or policy(ies) elsewhere.

(f) *Medicare and Medicaid (Applies Only to Premium Expense Benefits That Provide Health Coverage).* If a Participant or his or her Spouse or Dependent who is enrolled in a health plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then if permitted by the Plan Administrator's procedures, the Participant may prospectively reduce or cancel the health coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then if permitted by the Plan Administrator's procedures the Participant may prospectively elect to commence or increase the health coverage of the individual who loses Medicare or Medicaid eligibility.

(g) *Change in Cost (Applies Only to Premium Expense Benefits That Provide Health Coverage).*

(i) *Automatic Increase or Decrease for Insignificant Cost Changes*. If the cost of a benefit plan or policy increases or decreases during a Plan Year by an insignificant amount, then the Premium Expense under each affected Participant's election shall be prospectively increased or decreased to reflect such change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this prospective increase or decrease in affected employees' elective contributions in accordance with such cost changes.

(ii) *Significant Cost Increase or Decrease*. If a Participant elects Premium Expenses for health coverage and the Plan Administrator determines that the insurer significantly increased or decreased the cost of coverage during the Coverage Period, or that the premiums charged to a Participant are significantly increased or decreased, the Participant may make a corresponding election change, as follows:

(A) If the cost of a benefit option decreases, commencing participation in the option with a decreased cost; or,

(B) If the cost increases, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefit option providing similar coverage or dropping coverage if no other benefit option providing similar coverage is available.

(iii) *Application of Cost Change Rule*. For purposes of subsections 4.3(h)(i) and (ii), a cost increase or decrease refers to an increase or decrease in the amount of elective contributions under this Plan, whether that increase or decrease results from action taken by the Participant (such as switching between full-time and part-time) or an action taken by the Employer (such as reducing Employer contributions).

(h) *Change in Coverage (Applies Only to Premium Expense Benefits That Provide Health Coverage).*

(i) *Significant Curtailment without Loss of Coverage.* If the Plan Administrator determines that a Participant, or his or her Spouse or Dependents experience a significant curtailment of coverage without a loss of coverage (for example, a significant increase in the deductible or copay), the Participant may revoke that coverage and, in lieu thereof, elect to receive coverage on a prospective basis under another benefit option providing similar coverage. Coverage under a health plan is deemed "significantly curtailed" only if there is an overall reduction in coverage

provided to Participants under the Plan so as to constitute reduced coverage generally.

(ii) *Significant Curtailment with Loss of Coverage*. If the Plan Administrator determines that a Participant, or his or her Spouse or Dependents experience a significant curtailment of coverage that is a complete loss of coverage, the Participant may revoke that election and, in lieu thereof, elect either to:

(A) Receive on a prospective basis coverage under another benefit option providing similar coverage; or

(B) Drop coverage if no similar benefit option is available.

(iii) *Significant Addition of Benefits Package Option Providing Similar Coverage*. If during a Plan Year a benefit option is added, or if coverage under an existing option is significantly improved, Eligible Employees (whether or not they have previously made an election under the Plan or elected the option) may revoke their election and in lieu thereof, elect coverage on a prospective basis under the new or improved benefit option.

(iv) *Change in Coverage Under Another Employer Plan*. An Employee may make a prospective election change that is on account of and corresponds with a change made under another employer plan (including a plan of the same employer or of another employer) if:

(A) The other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under Treasury Regulations Section 1.125(b)-(g); or

(B) The Plan permits Participants to make an election for a Period of Coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.

(i) *Loss of Coverage Under Other Group Health Coverage*. An Employee may make an election on a prospective basis to add coverage for the Employee, Spouse or other Dependent if that person loses coverage under any group health coverage sponsored by a governmental or educational institution.

(j) *FMLA.* A participant may change his or her election under the Plan upon an FMLA leave in accordance with Section 2.4(d) and the applicable SPD.

(k) *Events Permitted Under Notice 2014-55.* A Participant may prospectively revoke an election of coverage under a group health plan that provides minimum essential coverage (as defined in Code Section 5000A(f)(1)), provided that:

(i) For revocations due to a reduction in hours of service:

(A) The Participant has been in an employment status under which he was reasonably expected to average at least 30 hours of service per week and there is a change in that status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the employee ceasing to be eligible under the group health plan; and

(B) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked

(ii) For revocations due to enrollment in a qualified health plan under an Exchange:

(A) The Participant is eligible for a special enrollment period to enroll in a qualified health plan through an Exchange, pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a qualifying health plan through an Exchange during the Exchange's open enrollment; and

(B) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Employee, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(l) *Election Period*. For election changes the effective date of the change will be determined in accordance with the Plan Administrator's procedures. However, an election change may be funded through pre-tax salary reduction only on a prospective basis with respect to the remaining portion of the Coverage Period and only with salary that is not yet currently available, except for the retroactive enrollment right under Code Section 9801(f), which applies in the case of an election made on account of a birth, adoption, or placement for adoption. An election change request must be submitted to the Plan Administrator or its designee:

(i) For all events other than those listed in Section 4.3(d)(iii) and (iv), within thirty (30) days after the applicable event allowing the change occurs;

(ii) For the special enrollment event listed in Section 4.3(d)(iii), not later than sixty (60) days after the date the Employee or Dependent is determined to be eligible for assistance under Medicaid or a state child health plan; or

(iii) For the special enrollment event listed in Section 4.3(d)(iv), not later than sixty (60) days after the date of termination of coverage under Medicaid or a state child health plan.

4.4 Payment of Premiums

The Employer shall forward premiums as soon as administratively feasible to the appropriate administrator, insurance carrier, health maintenance organization, or funding vehicle for elected coverages.

ARTICLE V
ADMINISTRATION

5.1 Plan Administration

The Company is the Plan Administrator. The Plan Administrator's principal duty shall be to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them.

5.2 Powers and Duties

The Plan Administrator shall have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following discretionary authority, in addition to all other powers provided by this Plan:

(a) To establish a funding policy and method consistent with the objectives of the Plan and as required by law.

(b) To determine the cost associated with each Covered Benefit offered under this Plan. The cost can be changed at any time prior to or during a Plan Year without prior notification to Participants.

(c) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law.

(d) To interpret the Plan, its interpretation in good faith to be final and conclusive on all persons claiming benefits under the Plan.

(e) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan.

(f) To appoint agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan.

(g) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, including, but not limited to, delegating certain claims administration duties to one or more claims administrators.

(h) To communicate to any insurer or other supplier or administrator of benefits under this Plan all information required to carry out the provisions of the Plan.

(i) To notify the Participants of any substantive amendment or termination of the Plan or of a change in benefits available under the Plan.

(j) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

Notwithstanding the provisions of this section, the powers and duties allocated to the Plan Administrator and described in this section shall only be applicable with respect to a claim arising under a Covered Benefit or to the administration of a Covered Benefit to the extent that such power or duty is not allocated (either expressly or by implication) to the individual(s) or entity appointed to serve as administrator of that Covered Benefit.

5.3 Examination of Records

The Plan Administrator will make relevant records available to each Participant for examination at reasonable times during normal business hours.

5.4 Reliance on Tables, etc.

In administering the Plan, the Plan Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by, or in accordance with the instructions of, the administrators of any of the Covered Benefits, or by accountants, counsel or other experts employed or engaged by the Plan Administrator.

5.5 Nondiscriminatory Exercise of Authority

Whenever, in the administration of the Plan, any discretionary action by the Plan Administrator is required, the Plan Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

5.6 Standard of Review

The Plan Administrator shall perform its duties under the Plan and determine in its sole discretion appropriate courses of action in light of the reason and purpose for which this

Plan is established and maintained. Except to the extent delegated to claims administrators for one or more Covered Benefits, the Plan Administrator shall interpret all Plan provisions, and determine in its sole discretion whether any particular Participant is entitled to receive any benefit under the Plan.

5.7 Claim Determination and Appeal Procedures

(a) The Plan Administrator shall establish claims procedures for the premium payment component of this Plan, which shall be set forth in the SPD for the Plan or in the SPD for the Covered Benefits, and are incorporated into the Plan by this reference. The claims administrator, as designated in the relevant SPD, shall have final discretionary authority to determine any issue of fact or law.

(b) The decision on review with respect to an appeal, if any, under the claims procedures described in Section 5.7(a) shall be final, binding and conclusive on the Employer, the Plan, the Participant and all persons affected thereby. Absent an abuse of discretion, the decision of the claims administrator must be upheld by a court of law.

ARTICLE VI
AMENDMENT OR TERMINATION

6.1 Amendment or Termination

(a) The Plan is established with the intention that it will be maintained indefinitely. However, the Company and the Plan Administrator, both in a settlor capacity, reserve the right at any time and for any reason to amend any or all provisions of the Plan or contributions or terminate the Plan and/or any contributions thereunder, in whole or in part, for any reason and without the consent of any person and without any liability to any person for such amendment or termination of the Plan, provided that the payment of claims that are incurred prior to the time of such amendment or termination of the Plan shall not be adversely affected. This reservation of the right to amend or terminate benefits applies to benefits for current Employees and their dependents and also to terminated Employees and their survivors or dependents who elect COBRA continuation benefits. Written notice of any termination of the Plan, and the effective date of such termination shall be provided to Participants.

(b) Any amendment or termination shall be made in writing. Any oral statements or representations made by any individual or entity that purport to alter, modify, amend, or are inconsistent with the written terms of the Plan shall be invalid and unenforceable and may not be relied upon by any individual or entity.

(c) Nothing in this document or other communication from the Employer shall be deemed to create or imply a continuing obligation by the Employer to provide or fund benefits to current Employees or their dependents or survivors, or retired or terminated Employees or their dependents or survivors.

6.2 Effect of Amendment or Termination

In the event of an amendment to, or termination of, the Plan as provided under this Article, no person shall have any further rights hereunder, and the Employer shall have no further obligations hereunder except as otherwise specifically provided under the terms of the Plan and each Covered Benefit; provided, however, that no modification, alteration, amendment, suspension, or termination shall be made that would diminish any benefits arising from incurred but unpaid claims of Participants prior to the effective date of such modification, alteration, amendment, suspension, or termination.

6.3 Plan for Exclusive Purpose of Providing Benefits to Participants

The Plan has been established and shall be administered solely in the interests of Participants and for the exclusive purpose of providing benefits to Participants and defraying the reasonable expense of administering the Plan.

ARTICLE VII
GENERAL PROVISIONS

7.1 Information to be Furnished

Participants shall provide the Plan Administrator with such information and evidence and shall sign such documents, as may reasonably be requested from time to time, for the purpose of administration of the Plan.

7.2 Plan Interpretation

This document and all appendices and amendments set forth the provisions of the Plan. The Plan shall be read in its entirety and not severed except as provided in Section 873. Unless the context requires otherwise, the terms “he”, “him” and “his or her” shall apply to both genders, and the singular shall include the plural, and vice versa.

7.3 Severability

If any provision of the Plan is held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Plan, which shall be construed as if the illegal or invalid provisions had never been included.

7.4 Consolidation or Merger

In the event of the consolidation or merger of the Employer with or into any other business entity, or the sale by the Employer of its assets, the successor may continue the Plan by adopting it. If, effective as of the closing date of a sale of assets, a successor corporation, partnership, or proprietorship does not adopt the Plan, the Company may terminate the Plan.

7.5 Limitation on Rights

The Plan is strictly a voluntary undertaking on the part of the Employer and does not constitute a contract between the Employer and any person, or consideration for, or an inducement or condition of, the employment of a person. Nothing contained in the Plan will give any person the right to be retained in the service of the Employer or to interfere with or restrict the right of the Employer, which is hereby expressly reserved, to discharge any person or alter the terms and conditions of employment at any time, with or without cause or notice. Except as otherwise required by law, inclusion under the Plan will not give any person any right or claim to any benefits except to the extent such right has specifically become fixed under the terms of the Plan.

7.6 No Property Rights

No one has any right, title, or interest in specific property of the Employer by virtue of the Plan, nor is any person entitled to interest on any benefit amounts that may be allocated or available to him.

7.7 Governing Law

The Plan will be interpreted, administered and enforced in accordance with the Code and to the extent applicable, ERISA, with respect to benefits provided under the Plan, and the rights of Participants, former Participants, their beneficiaries and all other persons. To the extent that state law is applicable, the laws of the State of Washington shall apply.

7.8 Limitation Period

In the absence of a contrary provision in the SPD or other governing document for a Covered Benefit, any and all claims brought under this Plan are subject to a two-year limitations period from the date the cause of action accrued.

7.9 Captions and Headings

The captions and headings of a Section or provision of the Plan have been inserted solely for convenience and reference only and are not to be considered in interpreting the terms and conditions of the Plan.

7.10 Notices

No notice or communication in connection with the Plan made by a claimant or a Participant shall be effective unless duly executed on a form provided or approved by, and filed with, the Plan Administrator (or the representative of the Plan Administrator) unless made in compliance with an alternate procedure expressly specified in the applicable SPD. All notices, statements, reports, and other communications from the Employer to any Employee or other person required or permitted under the Plan shall be deemed to have been duly given when delivered to (including delivery by email, facsimile transmission, telex, telegram, inter-office mail, or online), or when mailed by

first-class mail, postage prepaid, and addressed to, such Employee or other person at his or her address last appearing on the Employer's records.

7.11 Waiver

No term, condition, or provision of the Plan shall be deemed waived unless the purported waiver is in writing signed by the party to be charged. No written waiver shall be deemed a continuing waiver unless so specifically stated in the writing, and only for the stated period, and such waiver shall operate only as to the specific term, condition, or provision waived.

7.12 Nonassignability of Rights

The right of any Participant to receive any reimbursement under the Plan is not alienable by the Participant by assignment or any other method, and is not subject to the claims of his or her creditors by any process whatsoever, and any attempt to cause such right to be so subject will not be recognized, except to the extent as may be required by law or explicitly provided for in the Plan.

7.13 No Guarantee of Tax Consequences

Neither the Employer nor the Plan Administrator make any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state tax purposes, or that any other federal, state or local tax treatment will apply to or be available to any Participant. It will be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes and to notify the Plan Administrator if the Participant has reason to believe that any such payment is not so excludable.

7.14 Indemnification

The Employer, to the maximum extent permitted by law and its governing instruments shall indemnify and hold harmless, directly from its own assets (including the proceeds of any liability insurance policy the premiums of which are paid from the Employer's own assets), the Employer's board, managers, officers and Employees from and against all loss, damages, liability and reasonable costs and expenses incurred in carrying his or her responsibilities under the Plan, unless due to the willful misconduct of such persons.

7.15 Correction of Errors

If an incorrect amount is paid to or on behalf of a Participant or beneficiary, any remaining payments may be adjusted to correct the error. The Plan Administrator may take such other action it deems necessary and equitable to correct any such error.

7.16 Indemnification of Employer by Participant

If a Participant receives one or more payments in accordance with applicable Plan provisions that are not for eligible dependent care expenses or eligible medical expenses, that Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal, state or local income tax or Social Security tax from such payments. Such indemnification and reimbursement shall not exceed the sum of the amount of additional federal and state income tax that the Participant would have owed if the payments had been made to the Participant as regular cash Compensation plus the Participant's share of any Social Security tax that would have been paid on such Compensation.

7.17 Funding

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

7.18 Administrative Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any account which may be established hereunder. The Plan Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

7.19 No Guarantee of Covered Benefits

The listing of a benefit as a Covered Benefit does not provide any guarantee or vested right to such benefit for any particular Plan Year. The Employer will determine, from time to time, which benefits to offer under this Plan, and unless offered, Eligible Employees do not have any right to such benefits.