

**MERCER MARKETPLACE
(IN COOPERATION WITH
DISCOVERY BENEFITS)**

**MASTER AND PROTOTYPE
TRANSPORTATION PLAN**

Summary

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ABOUT THIS SUMMARY

This Summary is comprised of the following two parts –

- This document that describes information about your plan coverage and other statements that are required by law; and
- An Adoption Agreement for the Mercer Marketplace (in cooperation with Discovery Benefits) Master and Prototype Transportation Plan that is attached to this document and which contains addresses and phone numbers you can use to contact the administrator of your plan coverage.

If you do not have both parts of this Summary, contact your Employer.

The rules and operation of your plan are described in this Summary as clearly as possible with minimal use of the technical terms appearing in the official legal documents. However, the official legal documents remain the final authority and, in the event of a conflict with this Summary, shall govern in all cases. You may request a copy of the official legal documents from the administrator.

This Summary covers a number of different types of transportation plans and arrangements. The type of plan your employer sponsors will determine eligibility, enrollment, benefits and other terms of your transportation arrangement. The transportation plan that your employer has elected to sponsor is set forth in the Adoption Agreement.

This Summary may only be used when your Employer has contracted with Mercer Marketplace to be the Claims Administrator of your Plan. Once Mercer Marketplace (in cooperation with Discovery Benefits) is no longer the Claims Administrator, this document shall be void with respect to any term, condition or requirement of Mercer Marketplace (in cooperation with Discovery Benefits).

ELIGIBILITY AND PARTICIPATION

ELIGIBLE EMPLOYEES

Employees who satisfy conditions for eligibility listed in the Adoption Agreement are eligible to participate in the Plan.

“Employee” means an individual who the Employer classifies as a common-law employee, and who is on the Employer’s W-2 payroll.

INELIGIBLE PERSONS

The following employees or individuals are not eligible to participate in the Plan:

- Any employee who is paid from a non-U.S. payroll, either entirely or partly.
- Any individual who is classified by your Employer as an independent contractor (without regard to how the individual may be classified by a court or administrative agency).

- Any individual excluded by the terms of the Adoption Agreement.
- Any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency.
- Any self-employed individual, partner, or more than 2% shareholder of a Subchapter S corporation.

It is expressly intended that individuals not treated as eligible employees or individuals by your Employer are to be excluded from participation in the Plan under all circumstances until your Employer changes their classification. Therefore, an independent contractor or any other ineligible individual who is reclassified by a court, administrative agency or other party, as an eligible employee or individual will not be considered an eligible employee or individual for periods before your Employer implements the reclassification decision, even if the decision applies retroactively.

COMMENCEMENT OF PARTICIPATION

If you are eligible for participation in the Plan, the effective date of your coverage will be the date listed in the Adoption Agreement. Your enrollment rights are also subject to any waiting periods that your Employer may impose. Any applicable waiting period is listed in the Adoption Agreement. All waiting periods are calculated using the elapsed time method.

LEAVES OF ABSENCE

When you apply for any authorized leave of absence you will be advised of the specific requirements regarding the continuation of your participation in Plan coverage. You will also be advised of the requirements to resume your participation should your participation terminate while you are on leave.

TERMINATION OF PARTICIPATION

Your Plan coverage will terminate at the time when you no longer meet the criteria to be an eligible employee as listed above and in the Adoption Agreement. For example, your Plan coverage will terminate based on certain events, including:

- Termination of employment, including retirement, layoff and otherwise;
- When you are no longer considered an eligible employee.

Participation in the Plan will also terminate if you revoke your election or fail to make a new election when your election expires.

Please review the Adoption Agreement for any additional forfeiture and claims filing rules upon a termination of employment.

TRANSPORTATION PLAN

PURPOSE OF THE PLAN

The purpose of the Plan is to allow eligible Employees to voluntarily reduce their compensation and re-direct it to pay for Transportation Benefits under the Plan. The amounts contributed by you for transit and commuter / parking expenses are paid by reducing your compensation on either a pre-tax and/or a post-tax basis, depending on the applicable IRS limits.

If you elect Transportation Benefits, you provide a source of pre-tax and, if applicable, post-tax funds to reimburse yourself for your eligible Transportation Expenses by entering into a Payroll Deduction Enrollment Agreement with your Employer. Under that Agreement, you agree to a compensation reduction to fund Transportation Expenses instead of receiving a corresponding amount of your regular pay for transit/van pooling benefits and qualified parking expenses. In return, you may be reimbursed from the Plan for eligible Transportation Expenses.

This arrangement helps you because the funds are withheld from your compensation primarily on a pre-tax basis (subject to applicable IRS limits), which saves you Social Security and Federal income taxes on the amount of your salary reduction. The funds are also withheld pre-tax for state and local taxes, unless otherwise prohibited by applicable law. Further, the benefits or reimbursements you receive from the Plan are not taxable.

To the extent allowed by the Adoption Agreement, you may also choose to withhold an additional source of funds on a post-tax basis for expenses that exceed the monthly maximum allowed by IRS limits. You may wish to add post-tax contributions if the cost of your mass transit passes or your parking expenses exceed the allowed IRS monthly maximums.

TRANSPORTATION BENEFITS

The Plan generally includes the following transportation benefits. Your specific Transportation Benefits are set forth in the Adoption Agreement.

Transit/Van Pool Benefits

- Transit Benefits permit an eligible Employee to pay, with pre-tax dollars, for his or her share of the costs of qualifying Transit Pass Expenses for mass transit passes, vouchers, etc. for commuting to work.
- Van Pool Benefits permit an eligible Employee to pay, with pre-tax dollars, for his or her qualifying Van Pool (Commuter Highway Vehicle) Expenses for commuting to work.

Qualified Parking Expenses

- Permits an eligible Employee to pay, with pre-tax dollars, for his or her share of the cost of Qualified Parking Expenses.

TAX EFFECTS OF PLAN PARTICIPATION

You save both federal income tax and FICA (Social Security and Medicare) taxes by participating in the Plan. Additional tax savings might be available under state and local income tax laws (but those are not reflected in the examples below). The following is an example of the federal tax savings you might experience as a result of participating in the Plan.

Assume your gross pay is \$2,500 per month and that your qualified Transportation Expenses are \$100 per month for parking on or near your Employer's premises. Also assume that there are no contributions made by your Employer for parking. Your monthly take-home pay will be \$1,834 if you pay your parking costs on an after-tax basis and \$1,856 if you pay on a pre-tax basis. (This is because if you participate in the Plan, you will be considered for tax purposes to have received \$2,400 gross pay for the month (rather than \$2,500), with \$100 contributed for transportation benefits.) So, you save \$22 per month (\$264 annually) by participating in the Plan.

The above example is based on a federal income tax rate of 15% and a combined FICA rate of 7.65%. Of course, your actual tax savings will vary depending on your circumstances.

Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits that are based on taxable compensation. However, the tax savings that you realize through Plan participation will often more than offset any reduction in other benefits.

ELECTING PLAN PARTICIPATION

After you complete the eligibility requirements, you become a Participant by signing a Payroll Deduction Enrollment Agreement provided by your Employer on which you elect one or more of the benefits available under the Plan, as well as agree to compensation reduction to pay for those benefits elected. You must complete the Payroll Deduction Enrollment Agreement and turn it into your human resources department within the time period specified by the Administrator of the Plan in the enrollment materials.

The Payroll Deduction Enrollment Agreement will be made available to you by the first day of the Open Enrollment Period, and you will be given the opportunity during the Open Enrollment Period to elect your coverage for the Period of Coverage. "Period of Coverage" means a calendar month. The Plan Year is set forth in the Adoption Agreement. You will be notified by your Employer of the start date and duration of the Open Enrollment Period.

Your compensation reduction per pay period will be an amount equal to your monthly election amount times the number of months remaining in the Plan Year divided by the number of pay periods remaining in the Plan Year. If your compensation reductions are made on a monthly basis, the amount is calculated by dividing the elected annual amount by the number of months remaining in the Plan Year.

You cannot change your election to participate in the Plan or vary the compensation reduction amounts that you have selected during the one-month Period of Coverage (this is known as the

irrevocability rule). However, you can change your election for future monthly Periods of Coverage by submitting a new Payroll Deduction Enrollment Agreement, provided that the change is made before the beginning of the applicable Period of Coverage to which the change applies (or such earlier date as communicated to you by your Employer). Such election change will be effective on the first day of the month (i.e., the first day of the Period of Coverage) after your Employer receives and processes the change.

If your employment with the Employer is terminated, your active participation in the Plan will cease, and you will not be able to make any more contributions to the Plan. If you are rehired, you must satisfy the eligibility and waiting period rules before participating again. If you cease to be an eligible Employee for any other reason (such as a reduction in hours), you must also complete the waiting period before participating again.

MAXIMUM ELECTIONS – IRS LIMITS

You may choose any amount of Transportation Expense reimbursement that you wish under the Plan, subject to the maximum pre-tax reimbursement amounts described below. The maximum pre-tax amount that may be contributed to your Transportation Account (including both employer contributions (if any) and your salary reductions) cannot exceed the maximum amount specified under applicable IRS rules. The IRS updates the limits each year based on the inflation rate. Starting in 2018, the maximum monthly pre-tax limitations are as follows –

Qualified Parking Expenses	\$260 per month
Transit Passes and Commuter Highway Vehicle Expenses	\$260 per month

If your Employer makes a contribution towards your Transportation Expenses, this contribution will be set forth in the Adoption Agreement. Any Employer contribution will reduce the amount of your contribution that you can make pre-tax.

REIMBURSEMENTS

TRANSPORTATION ACCOUNT

If you elect Transportation Benefits, an account will be set up in your name to keep a record of the reimbursements you are entitled to, as well as the pre-tax and post-tax compensation reductions you have made for such benefits during the Plan Year. Your Transportation Account is merely a recordkeeping account. The Transportation Account is not funded, is not insured and is not secured. All reimbursements are paid from the general assets of the Employer, and you are considered to be a general unsecured creditor of the Employer up to the amount credited to your Transportation Account. Your Transportation Account does not earn interest.

The amount of coverage that is available for reimbursement of Transportation Expenses at any particular time during a one-month Period of Coverage will be equal to the amount credited to your Transportation Account at the time your claim is paid, reduced by the amount of any prior reimbursements paid to you previously.

TRANSPORTATION EXPENSES

Transportation Expenses means expenses incurred or paid during the month for which an election is in force, provided that you are currently an Employee at the time the Transportation Benefit is provided to you. Transportation Benefits are provided on the date you receive a Transit Pass or similar item, or in any other case, the date you use the Transportation Benefit. Transportation Expenses include Transit Pass Expenses, Commuter Highway Vehicle Expenses, and Qualified Parking Expenses, as set forth below.

Transit Pass Expenses

Transit Pass Expenses are expenses incurred or paid for a pass, token, fare card, voucher or similar item (“Transit Pass”) for transportation (a) on mass transit facilities (such as train, bus, subway or ferry), whether or not publicly owned, or (b) provided by any person in the business of transporting persons for compensation or hire if such transportation is provided in a vehicle with a seating capacity of at least six adults (excluding the driver).

Commuter Highway Vehicle Expenses

Commuter Highway Vehicle (Van Pool) Expenses are expenses incurred or paid for transportation in a Commuter Highway Vehicle if such transportation is in connection with travel between your residence and place of employment. A Commuter Highway Vehicle is any highway vehicle with a seating capacity of at least six adults (not including the driver) and for which at least 80% of the mileage for a year is for purposes of transporting employees in connection with travel between their residences and their places of employment, and on trips during which the number of employees transported for such purposes is at least half of the adult seating capacity of the vehicle (not including the driver).

Qualified Parking Expenses

Qualified Parking Expenses are expenses incurred or paid for parking at or near your regular place of employment with the Employer, or expenses incurred to park your car at a location from which you commute to your regular place of employment by (a) carpool, (b) a Commuter Highway Vehicle, (c) mass transit facilities or (d) transportation provided by any person in the business of transporting persons for compensation or hire, if such transportation is in a Commuter Highway Vehicle.

REIMBURSEMENT PROCEDURES

For Transportation Expenses to be reimbursed, they must have been incurred or paid during the monthly Period of Coverage for which an election is in force. A Transportation Expense is incurred when the service that gives rise to the expense is provided. A Transportation Expense is paid when you formally pay for the service. It is not paid when you are formally billed for or charged for the service. You may not be reimbursed for any Transportation Expenses arising before the Plan became effective, or for any expense incurred or paid after your Plan participation ceases (such as after a separation from service).

Debit Cards

To the extent provided in the Adoption Agreement, you will be provided one Transportation Benefits Debit Card (“Card”) that can be used to pay for your transit passes when purchased at mass transit authorities and for parking when paid for through qualifying merchants. The Card will be restricted to mass transit authorities, Commuter Highway Vehicles (Van Pools) and parking expenses. Your Card will pay up to your available balance at the time payment is made.

If your Employer has elected a Terminal Restricted Debit Card for Transit and Van Pool Benefits, you will not be required to provide substantiation for mass transit expenses paid using the Terminal Restricted Debit Card. However, additional written substantiation may be required for Van Pool Expenses.

If your Employer has elected a Merchant Category Code Debit Card for Parking Benefits, you will be required to provide additional written substantiation if required by the Claims Administrator.

In any event, from time to time the Claims Administrator may request written substantiation for one or more debit card transactions. If the Claims Administrator requests written substantiation, you must provide it. Otherwise, the Claims Administrator will take additional action, including requiring you to repay the transaction amount, offsetting such transaction amount against other valid transactions or reimbursement requests, and taking other applicable action.

Documentation for debit card transactions where additional substantiation is requested include bills, invoices, statements from an independent third party, parking receipts, or other evidence of payment showing the amounts of such payments, together with any additional documentation that the Claims Administrator may request, showing that the expenses have been incurred or paid, and the amount of such expense.

Cash Reimbursement

If cash reimbursement is selected by your Employer in the Adoption Agreement, to receive cash reimbursement for parking, Commuter Highway Vehicle (Van Pool), or Transit expenses as outlined below, you will need to submit an online request for reimbursement using the online claim submission available through the Participant web portal. Once logged in you can enter the claim information and upload the required documentation directly into the Participant web portal.

Documentation for claims submitted online where additional substantiation is requested include bills, invoices, statements from an independent third party, parking receipts, or other evidence of payment showing the amounts of such payments, together with any additional documentation that the Claims Administrator may request, showing that the expenses have been incurred or paid, and the amount of such expense.

If you have a sufficient balance in your Transportation Account, your request for reimbursement will be processed within three business days once you have submitted the online request along with all required documentation. Remember, though, that you cannot be reimbursed for any expenses above the monthly reimbursement amount that you have elected.

If you have any questions as to whether an expense satisfies the rules to be reimbursed, please review the rules set forth on the Claims Administrator's website at www.discoverybenefits.com, or contact Participant Services at 1-866-451-3399 (6:00 am to 9:00 pm Central Time) or via email at customerservice@discoverybenefits.com.

Special Procedures for SmartCommute Users

These procedures only apply to Eligible Employees who commute to work using the Transit Authorities available through and integrated with SmartCommute. Only certain Transit Authorities are available through SmartCommute.

Employees using Transit Authorities available through and integrated with SmartCommute will be able to load funds for transit and/or parking onto their Transit Authority Smart Card or Account directly through the SmartCommute program. You will need to first purchase your Transit Authority Smart Card or Account from the Transit Authority website or at a store or kiosk that sells them.

After you purchase your Transit Authority Smart Card or Account, log into your Mercer Marketplace (in cooperation with Discovery Benefits) consumer web portal that you normally use, and if your Employer participates in the SmartCommute Program, you will see a button to "Place Commuter Order". Click on this button and you will be taken to SmartCommute where you place orders to load transit or parking funds onto your Transit Authority Smart Card or Account.

To place an order, select "New Order." Then, choose the appropriate Transit Authority from the dropdown list. From there, enter your Transit Authority Smart Card or Account number and make your order selections. You will need to place your order for your desired amount to be loaded onto your Transit Authority Smart Card or Account by 11:59 p.m. ET on the 10th of the month prior to the month in which the funds will be used. If you miss the cut-off time for placing your order, the funds will not be loaded onto your Transit Authority Smart Card or Account until the following month.

Additional information can be found on the Mercer Marketplace (in cooperation with Discovery Benefits) consumer web portal. You may also contact Participant Services at 1-866-451-3399 (6:00 am to 9:00 pm Central Time) or via email at customerservice@discoverybenefits.com.

REIMBURSEMENT LIMITATIONS

The Adoption Agreement states how many days you have to submit claims for reimbursement after they are incurred. Claims submitted after that date will be void and not paid.

If your reimbursement request was for less than your current Transportation Account balance, the unused amount in your Transportation Account will roll over and be available for future reimbursements, so long as you continue to participate in the Plan. You may need to adjust the election for the next monthly Period of Coverage in order to use up your surplus Transportation Account balance. For example, if your monthly parking election (and anticipated monthly expense) is \$100, but you only incur \$75 worth of Transportation Expenses in January, you

might want to change your election for February to \$75 in order to use up the \$25 surplus from January. Then you can increase your election back to \$100 for March.

If your reimbursement request was for an amount that was less than the monthly maximum amount but more than your current Transportation Account balance, the excess part of the reimbursement will be carried over into following months to be paid out as your balance becomes adequate. Remember, though, that you can't be reimbursed for any total expenses above your available funds in your Transportation Account. You may not be reimbursed for any expenses that arise before your Payroll Deduction Enrollment Agreement becomes effective.

If you cease to be a Participant in the Plan (*e.g.*, because of termination of employment or loss of eligibility due to other reasons), you may continue to submit eligible expenses incurred before your termination for up to the time period set forth in the Adoption Agreement.

FORFEITURES

Unused funds in your Transportation Account rollover from month-to-month, and Plan Year-to-Plan Year. Funds are available for reimbursement subject to the requirements noted above.

If you cease to be a Participant in the Plan (*e.g.* because of termination of employment or loss of eligibility due to other reasons), you cannot submit for reimbursement any expenses incurred after the date you cease to be a Participant. Upon termination, your Transportation Benefits Debit Card will be deactivated and you will no longer be able to pay for mass transit passes from your Mass Transit Account. For Commuter Highway Vehicle (Van Pool), Parking expenses and any other eligible expenses subject to cash reimbursement, that were incurred before you ceased to be a Participant, you may submit those expenses up to the deadline set forth in the Adoption Agreement. Of course, the expense must also have been incurred within the amount of days set forth in the Adoption Agreement to submit the expense for reimbursement.

Any funds remaining in your Transportation Account after the deadlines set forth above will be forfeited. Also, any Transportation Account benefit payments that are unclaimed (for example, uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Transportation Expense was incurred or paid shall be forfeited. All amounts described as forfeited shall be forfeited to the Employer. If you have a balance in your post-tax Transportation Account, you may be able to receive a refund of such balance, provided the deadline for filing claims has passed, and provided that your Employer allows such refund.

CLAIM AND APPEALS

Any initial claim for Plan benefits shall be made to the Claims Administrator. If a claim for benefits is denied in whole or in part, the Participant will be notified in writing by the Claims Administrator within 90 days of the date the claim was received.

Upon receipt of an adverse benefit determination, the Participant, if he or she wants the claims reconsidered, must within 60 days appeal the denial to the Claims Administrator (seeking reconsideration of the denial) in writing. This appeal step is a prerequisite to pursuing any other avenues of relief. Any claim that is reviewed by a court, arbitrator, or any other tribunal shall be reviewed solely on the basis of the record before the Plan Administrator or Claims Administrator.

AMENDMENT AND TERMINATION

Your Employer reserves the right to discontinue or terminate the Plan, or to reduce, amend or modify coverage in whole or in part and in any respect. The Claims Administrator also has the right to amend and revise certain provisions of the Plan. This may be done at any time and without advance notice. Benefits for claims occurring after the effective date of a modification or termination are payable in accordance with the revised provisions of the Plan.

All statements in this Summary and all representations by your Employer, the Claims Administrator and their personnel are subject to this right of amendment and termination. This right applies without limitation even after an individual's circumstances have changed by retirement, termination or otherwise. Benefits do not become vested at any time.

MISCELLANEOUS

OFFICIAL PLAN INFORMATION

The official name of the Plan and other related information is located in the Adoption Agreement.

The financial and other records for the Plan are kept on a plan year basis. The Plan Year ends on each December 31, or such other date as set forth in the Adoption Agreement.

PLAN SPONSOR AND PLAN ADMINISTRATOR

The plan sponsor is your Employer. Identifying and contact information for your Employer is located in the Adoption Agreement. The plan administrator is your Employer or other entity as identified in the Adoption Agreement. Contact information for the plan administrator is located in the Adoption Agreement.

THIRD-PARTY ADMINISTRATOR / CLAIMS ADMINISTRATOR

Mercer Marketplace (in cooperation with Discovery Benefits) provides certain third-party administration services related to the Plan and is the Claims Administrator. Contact information is as follows –

Mercer Marketplace (in cooperation with Discovery Benefits)
4321 – 20th Avenue South
Fargo, ND 58103

Phone: (866) 451-3399 (Monday – Friday 6:00 am to 9:00 pm Central Time)

Fax: (866) 451-3245

Email: customerservice@discoverybenefits.com

Web: www.discoverybenefits.com

PLAN FUNDING

Contributions for Plan coverage are made by your Employer. Benefits are self-insured and paid out of general assets of your Employer. The Claims Administrator is not responsible for funding or insuring Plan benefits.

NO GUARANTEE OF EMPLOYMENT

Nothing in the Plan or this Summary may or can be interpreted as a guarantee of future employment or continued employment for any duration.

ANTI-ASSIGNMENT RULES

Your rights and benefits under the Plan cannot be assigned, sold or transferred to any person. Any purported assignments of benefits or rights under the Plan that any person or entity requests that you execute (and/or has you execute) shall be void and shall not apply to the Plan.

Any payments made directly to you of claims for benefits will fulfill the Plan's obligation to make a payment.