

**Van Pool Transportation LLC**

PREMIUM ONLY PLAN {POP}  
(A SECTION 125 CAFETERIA PLAN)

Effective as of September 1, 2019

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Van Pool Transportation LLC ("Controlling Employer") has established the Van Pool Transportation LLC PREMIUM ONLY PLAN (POP) effective as of September 1, 2019.

## ARTICLE I: INTRODUCTION

The purpose of this Plan is to allow an Employee of Van Pool Transportation LLC, and any Affiliated Employer(s) listed in **Exhibit B** attached hereto, to elect to receive part of the ir compensation in the form of pre-tax payment of premiums for any benefit listed on the Approved Coverages maintained by Van Pool Transportation LLC as specified in **Exhibit A**. This Plan is intended to qualify as a "premium only" cafeteria plan under Code section 125, as amended, as well as any rulings and regulations promulgated thereunder and is to be interpreted in a manner consistent with said requirements. By law, participation in a cafeteria plan must be limited to employees of the controlled group under Section 414(b), (c), or (m); however, participants' spouses and dependents may receive benefits as beneficiaries of the employees .

THIS PLAN DOES NOT COVER A HEALTH FLEXIBLE SPENDING ACCOUNT (A MEDICAL FSA) OR DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT.

## ARTICLE II: ADMINISTRATION

### 2.1 Named Responsible Parties. Allocation of Responsibility

- (a) From time to time, the Controlling Employer may wish to identify a Named Responsible Party to be responsible for actions relating to the Plan for certain purposes, which may be of a custodial nature. All responsibilities not specifically delegated to such a person or persons remain with the Controlling Employer. The Controlling Employer's responsibilities include all the operational and administrative management of the Plan to include but not be limited to: drafting and designing the Plan and amendments. The Controlling Employer has the power to delegate administrative responsibilities that the Plan does not specifically delegate. Each person to whom responsibility is delegated hereunder serves at the Controlling Employer's pleasure and for the compensation that the Controlling Employer and that person determine in advance, except as prohibited by law. A person to whom responsibility is delegated may resign after such person delivers thirty (30) days' prior notice in writing to the Controlling Employer.
- (b) Any Named Responsible Party of the Plan are each severally liable for its responsibilities.
- (c) Any Named Responsible Party may serve in more than one non-fiduciary capacity but shall not share responsibilities unless the Plan so provides.
- (d) Whenever the Plan requires one Named Responsible Party to follow the directions of another Named Responsible Party, the Named Responsible Party giving directions shall bear the sole responsibility for those directions, and the Named

Responsible Party receiving those directions shall bear the responsibility of following those directions as long as, on their face, the directions are not improper under applicable law.

## **2.2 Assignment of Administrative Authority.**

The Controlling Employer may be the Administrator or may appoint an Administrator to administer the Plan. The Administrator may be one person or a Committee, as the Controlling Employer determines. Each Administrator or each Committee member serves at the Controlling Employer's pleasure. The Administrator or a Committee member may resign by delivering thirty (30) days' prior written notice to the Controlling Employer or to another Committee member. The Controlling Employer may remove the Administrator or a Committee member by delivering written notice to that person and, if there is a Committee, to at least one other Committee member. The Controlling Employer may fill vacancies in the membership of a Committee or a vacancy in the position of Administrator arising from resignation, death, removal, or other causes; but until a vacancy has been filled, the remaining members of the Committee possess the full powers and authority of the Administrator. The Administrator has only the responsibilities described in this Plan and those delegated by the Controlling Employer and accepted in writing by the Administrator.

## **2.3 Administrator Powers and Duties.**

The Administrator must administer the Plan by its terms and has all powers necessary to do so. The Administrator shall be agent for service of legal process unless it designates another person to be agent for service of legal process. A Committee may designate a Committee member or someone else as agent for the service of legal process. The Administrator must interpret the Plan. The Administrator's duties shall include, but shall not be limited to, construing the Plan's terms and determining the answers to all questions relating to the Employees' eligibility to become Participants and to receive benefits. The Administrator shall have full discretion when exercising its duties, and any determination that the Administrator makes when exercising its duties shall be conclusive and binding on all persons.

If a Participant or beneficiary is the Administrator or a Committee member, the Participant or beneficiary shall abstain from any action that directly affects him as a Participant or beneficiary in a manner different from other similarly situated Participants or beneficiaries. A Participant or beneficiary who is the Administrator or a Committee member and shall receive any benefit to which he may be entitled, if the benefit is computed and paid on a basis that is consistently applied to all other Participants and beneficiaries.

The Administrator may employ and compensate from the Controlling Employers' or Affiliated Employers' assets in accordance with Section 2.6 such accountants, counsel, specialists, and other advisory and clerical persons as it deems necessary or desirable in connection with the Plan's administration.

2.4 Organization and Operation of any Committee.

If the Committee exists, the Committee acts by a majority of its members in office at the time and may act either by a vote at a meeting or in writing without a meeting. If the Committee or the Administrator is unable to act because of a tie vote or otherwise, the Controlling Employer or its authorized representative shall decide the question.

The Committee may authorize one or more of its members to execute a document for it as Administrator and shall notify the Controlling Employer in writing of the name of each Committee member so authorized. The Controlling Employer shall accept and rely upon any document executed by an authorized Committee member as representing action by the Administrator until the Committee files a written revocation of the authorization with the Controlling Employer.

The Administrator or the Committee's members may adopt by-laws and rules consistent with the Plan and its purposes and to facilitate Plan administration. The Committee may choose a chairman from its members and may appoint a secretary to keep such records of the Committee's acts as may be necessary.

2.5 Records and Reports.

The Controlling Employer and any Affiliated Employer shall supply information to the Administrator sufficient to enable the Administrator to fulfill its duties. The Administrator shall keep all books of account, records, and other data necessary for proper administration of the Plan. The Administrator may appoint any person as agent to keep records.

2.6 Payment of Expenses.

Until the Controlling Employer determines otherwise, the Administrator and all members of a Committee serve without compensation. Until the Controlling Employer notifies the Administrator to the contrary, the Controlling Employer must pay the Administrator's reasonable expenses, including any expenses incident to the functioning of the Administrator, fees of accountants, legal counsel, and other similar specialists, and other costs of administering the Plan.

2.7 Indemnification of Administrator.

The Controlling Employer shall indemnify and defend, to the extent permitted by law, any Employee or others serving as the Administrator or as a member of a Committee designated as Administrator (including any Employee or former Employee who formerly served as Administrator or as a member of such Committee) against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the Controlling Employer) related to any act or omission to act in connection with the Plan, unless such act or omission constitutes gross negligence or willful misconduct.

2.8 Examination of Records.

The Administrator shall make available to each Participant such of his or her records under the Plan as pertain to him or her, for examination at reasonable times during normal business hours.

2.9 Reliance on Tables, Etc.

In administering the Plan, the Administrator shall be entitled, to the extent permitted by law, to rely on all tables, valuations, certificates, opinions and reports which are furnished by, or in accordance with the instructions of, the administrators of the Approved Coverages, or by accountants, counsel or other experts employed or engaged by the Administrator.

2.10 Nondiscriminatory Exercise of Authority.

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

ARTICLE III: PARTICIPATION

3.1 Commencement of Participation.

Each Employee will be eligible to participate in the Plan on the earliest date that such Employee becomes eligible to participate in any of the Approved Coverages as defined in Section 4.1 and identified in Exhibit A. Sole proprietors, partners, members of an LLC (in most cases), or individuals owning more than 2% of an S corporation are not eligible to participate in the Plan.

3.2 Cessation of Participation.

A Participant shall cease to be a Participant as of the earlier of (a) the date on which the Plan terminates or (b) the date on which he ceases to be an Employee eligible to participate under Section 3.1.

3.3 Reinstatement of Former Participant.

A former Participant shall become a Participant again if and when he meets the eligibility requirements of Section 3.1.

ARTICLE IV: OPTIONAL BENEFITS

4.1 Benefit Options.

A Participant may choose under this Plan to receive his or her full compensation for any Plan Year in cash or to have a portion of it applied toward the cost of one or more of the

benefits available to him or her (or in certain cases to his or her dependents) under the arrangement(s) identified on Exhibit A ("Approved Coverages"). Benefits in addition to the benefits listed in Exhibit A may be made available or changed from time to time in the future. In such cases, the Plan will be revised accordingly.

#### 4.2 Description of Benefits Other Than Cash.

While the election to receive the optional benefit(s) described in Section 4.1 may be made under this Plan, the benefits shall not be provided by this Plan but shall be provided by the Approved Coverages. The types and amounts of benefits available under each option described in Section 4.1, the requirements for participating in such option, and the other terms and conditions of coverage and benefits under such option are as set forth from time to time in the Approved Coverages and in the group insurance contracts and/or prepaid health plan contracts that constitute (or are incorporated by reference in) those plans. The benefit descriptions in such plans and/or contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

#### 4.3 Optional Benefits in Lieu of Cash.

A Participant may receive the optional benefit(s) described in Section 4.1 in accordance with the procedure described in Section 4.5. If a Participant receives the optional benefit(s) described in Section 4.1 under any Approved Coverages, the Participant's cash compensation shall be reduced, and an amount equal to the reduction shall be contributed by the Controlling Employer or Affiliated Employer to cover the Participant's share of the cost of such benefit as determined by the Controlling Employer. The balance of the cost of each such benefit shall be paid by the Controlling Employer or Affiliated Employer with non-elective Controlling Employer or Affiliated Employer contributions.

#### 4.4 Special Rule for Certain Covered Individuals.

Notwithstanding anything in this Plan to the contrary, the cost of providing Approved Coverages to an individual as a dependent of the Participant (where the covered individual is not a dependent of the Participant for purposes of Code section 152, as modified by Code section 105(b) and Internal Revenue Service ("IRS") Notice 2004-79 or any other IRS pronouncements) shall be paid by the Participant with after-tax contributions. Such costs shall either be deducted by the Employer from the after-tax compensation of the Participant or, to the extent the cost of such Approved Coverage is paid from compensation reduction or any other form of Employer contribution, shall be treated as taxable compensation received by the Participant and contributed by the Participant on an after-tax basis.

#### 4.5 Election Procedure.

Prior to the commencement of each Plan Year, the Administrator shall give notice to a Participant of his or her right to elect out of the Plan and upon request shall provide an election form (whether in paper or electronic format) to each Participant requesting such. If no change in elections is desired, no action is required and election coverage for the following Plan Year will be the same as the current Plan Year. If a Participant wishes to

have different coverage than in the current Plan Year, or wishes to elect no coverage and to receive his or her full compensation in cash for the upcoming Plan Year, the Participant must return the completed election form to the Administrator on or before the date required by the Plan, which date shall be no later than the beginning of the first pay period for which the individual's compensation reduction agreement will apply.

#### 4.6 New Participants.

A Participant is deemed to elect to contribute the entire amount of any Participant-paid premiums on a pre-tax basis unless the Participant otherwise elects out in such form (whether in paper or electronic format) and by such deadline as provided by the Administrator. (Where such an election to opt out occurs, such Participant will not participate in the benefits listed in Exhibit A as Approved Coverages.) The Administrator shall provide, where possible, an election form to a Participant before such Participant meets the eligibility requirements of Article III. In order to elect out of participation in the Plan in the initial Plan Year, the Participant must return the completed election form (whether in paper or electronic format) to the Administrator on or before such date as specified by the Administrator. However, any election shall not be effective until a pay period following the later of such Participant's effective date of participation pursuant to Article III or the date of the receipt of the election form (whether in paper or electronic format) by the Administrator and shall be limited to the payments due after the later of such dates.

#### 4.7 Failure to Elect.

The failure of a new Participant described in Section 4.5 to complete an election out form (whether in paper or electronic format) to the Administrator on or before the specified due date shall be deemed an election to contribute the entire amount of any Participant-paid premiums on a pre-tax basis. The failure of an existing Participant described in Section 4.5 to return a completed election out form (whether in paper or electronic format) to the Administrator on or before the specified due date shall constitute an election to keep the coverage of the current Plan Year for the following Plan Year.

#### 4.8 Changes by Administrator.

The Plan shall be operated in such a manner that (a) "statutory nontaxable benefits" (within the meaning of Section 125 of the Code) provided hereunder to a Key Employee shall not exceed twenty-five percent (25%) of the aggregate of such benefits provided to all Participants under the Plan, and (b) any other nondiscrimination requirements under the Code or regulations which apply to cafeteria plans shall be satisfied. If the Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy a nondiscrimination requirement imposed by the Code, the Administrator shall take such action as it deems appropriate to maintain the Plan as a nondiscriminatory plan, under rules uniformly applied to similarly situated Participants, to assure compliance with such requirement. Such action may include, without limitation, a modification, reduction or termination of any Participant's election, without the consent of such Participant.



4.9 Irrevocability of Election by the Participant During the Plan Year.

Elections made under the Plan (or deemed to be made under Section 4.7) shall be irrevocable by the Participant during the Plan Year, unless a change in family status occurs. A Participant may revoke a benefit election for the balance of a Plan Year and file a new election only if both the revocation and the new election are on account of and consistent with a change in family status. In most cases, where a change in family status occurs, the Participant will have 30 days to make a change. However, if the particular Approved Coverage that the Participant wants to change provides, or is required to provide, that the Participant have a longer period such as 31 or 60 days, this Plan will also provide the longer period. Except as to an Approved Coverage that specifically provides otherwise regarding such coverage, a "change in family status" for purposes of this Plan and any other Approved Coverages includes, without limitation, the following:

- (a) Marriage;
- (b) Other changes in legal marital status (for example, divorce, annulment, or legal separation, or the death of a spouse);
- (c) Birth or adoption of a child (including placement for adoption) death of a Dependent;
- (d) Other changes in the number of dependents (for example, legal guardianship for a child or a qualified medical child support order, as defined in Section 609(a) of ERISA);
- (e) Change in employment status of Employee or their Spouse, or Dependent including termination or commencement of employment; strike or lock-out or changing the number of hours worked;
- (f) Beginning or returning from certain types of unpaid leave (Family and Medical Leave Act ("FMLA") of 1993 or Uniformed Services Employment and Reemployment Rights Act ("USERRA") of 1994) or change in worksite;
- (g) Dependent satisfies or ceases to satisfy eligibility requirements (for example, attainment of the limiting age, loss of student status, or other similar circumstances);
- (h) Change in residence that results in gaining or losing eligibility for a healthcare option (such as moving out of an HMO service area;
- (i) Reduction in Employee's hours of service so that an Employee is expected to average less than 30 hours of service per week (even if reduction does not affect eligibility for coverage under Employer's group health plan);

U) Ceasing coverage under Employer's group health plan to purchase coverage through an exchange (may be no period of either duplicate coverage or no coverage); and

(k) Except as otherwise specified by the Administrator, all other events that are consistent with proposed or final Treasury Regulations section 1.125 and other Treasury or IRS regulations and pronouncements.

Any new election under this Section 4.9 shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator.

4.10 Automatic Termination of Election.

Elections made under this Plan (or deemed to be made under Section 4.7) shall terminate automatically on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under the Approved Coverages may continue if and to the extent provided by such Plan(s).

4.11 Special Rules on Payments and Expense Reimbursements.

(a) The expenses that are reimbursed and the payments that are paid with funds from a Participant's compensation reduction for a Plan Year shall be only for expenses incurred during the Plan Year or for amounts payable during the Plan Year to purchase coverage offered under this Plan not extending beyond the Plan Year . Further, the maximum amount of elective contributions under the Plan shall be the total cost to the Participant for the most expensive coverage that any Participant could elect.

(b) If a Participant elects cash benefits, such benefits shall be distributed to the Participant pursuant to normal payroll practices of the Controlling Employer or Affiliated Employer.

(c) Notwithstanding the foregoing, any claim which arises under the Approved Coverages shall not be subject to review under this Plan, and the Administrator's authority under this Plan shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan.

4.12 Coordination with FMLA and USERRA.

Notwithstanding any other provision of this Plan, the Administrator may (a) permit a Participant to revoke (and subsequently reinstate) his or her election of one or more Approved Coverages under the Plan, and (b) adjust a Participant's compensation reduction as a result of a revocation or reinstatement to the extent the Administrator deems necessary or appropriate to assure the Plan's compliance with the provisions of the FMLA and USERRA and any regulations pertaining thereto.

#### 4.13 Special Rules Relating to HSAs.

Employer does not provide a Health Savings Account program.

### ARTICLE V: CLAIMS PROCEDURE

Unless the Controlling Employer has provided an alternate claims procedure in writing to the Employee, the following claims procedures apply:

#### 5.1 Written Claim for Benefits.

If a Participant asserts a right to any benefit under the Plan which he or she has not received (including enrolling in the Premium Only Plan or having proper contributions withheld on a pre-tax basis,) the Participant must file a written claim for such benefit with the Administrator within 30 days. If the Administrator wholly or partially denies such *claim*, it shall provide written notice to the claimant within a reasonable period, not to exceed 60 days of the receipt by the Administrator of the application (or longer if the situation so requires). The Administrator shall set forth in the notice:

- (a) the reason(s) for the claim denial;
- (b) the plan provisions of the Plan on which the denial is based;
- (c) an explanation of the Plan's denied claims review procedure.

#### 5.2 Review of Denied Claim.

A Participant whose application for benefits is denied, in whole or in part, may request a review of the denied decision within 30 days after receipt of the notice from the Administrator. The Participant may request an additional review of a denied claim by the Administrator upon which the Participant may provide additional materials or information in writing to the Administrator for review.

A decision on review by the Administrator shall be made promptly but not later than 30 days after the receipt by the Administrator of a request for review. The decision shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the Participant and specific reference to the pertinent provisions of the Plan on which the decision is based. The Administrator's decision shall be final and binding upon all parties.

### 5.3 Claims Under Approved Coverages.

The foregoing provisions of this Article describe procedures for claiming the entitlements offered under this Plan, that is, salary reduction to enable Participants to pay their cost of Approved Coverages with pre-tax income. A Participant or any Spouse, Dependent or Beneficiary shall make claims for actual benefits under the specific terms and claims review procedures of the Employer's benefit plans or programs which form the Approved Coverages.

Notwithstanding the above provisions of this Article V, the Controlling Employer may elect to approve alternative claims approval language which shall be distributed to the Participant or Claimant at the time the initial claim is filed.

## ARTICLE VI: ADOPTION BY AFFILIATED EMPLOYERS

### 6.1 Adoption Procedure.

Any Affiliated Employer may become an Employer under the Plan provided the Controlling Employer approves the adoption of the Plan by the Affiliated Employer and designates the Affiliated Employer as an Employer. Any Affiliated Employer agrees to be bound by the terms of the Plan and any other terms and conditions that may be required by the Controlling Employer or its delegate, provided that such terms and conditions are not inconsistent with the purposes of the Plan.

### 6.2 Adoption Agreement.

If the Controlling Employer should so require, the adoption of the Plan by any Affiliated Employer may be made subject to a written Adoption Agreement.

### 6.3 Employer Reimbursement.

Each Affiliated Employer shall, upon demand from the Controlling Employer, reimburse the Controlling Employer for the Affiliated Employer's appropriate share of any expenses, insurance premiums or funding necessary to provide benefits under the Plan. The amount of such reimbursement shall be the sole and absolute discretion of the Controlling Employer and binding on any adopting Affiliated Employer.

### 6.4 Withdrawal as Employer.

Any Affiliated Employer that adopts the Plan may withdraw from the Plan, but only with the express written approval, and within the sole discretion, of the Controlling Employer, and such withdrawal shall constitute a termination of the Plan as to such Affiliated Employer. Any such withdrawal and termination must be in writing and filed with the Controlling Employer or its delegate, and shall become effective when received by the Controlling Employer unless there is a written agreement between the Controlling Employer and the Affiliated Employer as to some other effective date. Unless waived by the Controlling Employer, an Affiliated Employer shall be responsible for claims of its Participants and covered dependents incurred but not presented for payment as of the date of withdrawal.

#### 6.5 Controlling Employer's Right to Terminate Adoption.

The Controlling Employer has the right to terminate any Affiliated Employer's adoption of the Plan at any time, unless the Controlling Employer has agreed in writing otherwise.

### ARTICLE VII: MISCELLANEOUS PROVISIONS

#### 7.1 Construction.

Headings and subheadings have been inserted for convenience of reference only and shall be ignored in any construction of the provisions of the Plan. If a provision of the Plan is illegal or invalid, that illegality or invalidity does not affect other provisions. Any term with an initial capital not expected by capitalization rules is a defined term according to Article VIII. The Plan shall be construed according to the applicable provisions of the Code and regulations promulgated by the United States Department of the Treasury in a manner that assures that the Plan provides the benefits and tax consequences intended for Participants. A pronoun or adjective in the masculine gender includes the feminine and neuter genders , and the singular includes the plural, unless the context clearly indicates otherwise.

#### 7.2 Governing Law.

This Plan shall be construed, enforced, and administered in accordance with the laws of Massachusetts, except to the extent that those Laws are superseded by the federal law of the United States of America, in which case such federal law shall apply.

#### 7.3 Employment.

Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefit shall be construed as giving any Participant or Employee, or any person whomsoever, any legal or equitable right against any Affiliated Employer, the Controlling Employer or the Administrator, unless such right shall be provided specifically in the Plan or conferred by affirmative action of the Administrator or the Controlling Employer in accordance with the terms and provisions of the Plan, or as giving any Participant or Employee the right to be retained in the employ of any Employer. All Participant s and other Employees shall remain subject to discharge or other termination of employment to the same extent as if the Plan had never been adopted .

#### 7.4 Alienation.

None of the payments, benefits or rights of any Participant or beneficiary shall be subject to any claim of any creditor of such Participant or beneficiary and, to the extent permitted by law, shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Participant or beneficiary. No Participant or beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan.

7.5 Benefits Solely from General Assets.

The benefits provided hereunder are to be paid solely from the general assets of the Controlling Employer or Affiliated Employer, except as required by law or specifically provided by any separate arrangement created by the Controlling Employer.

7.6 No Guarantee of Tax Consequences.

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

7.7 Tax Treatment.

The Controlling Employer intends that the benefits provided hereunder be excludable from gross income by the Employee. However, there is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax that may be imposed with respect to those benefits, plus interest, if any, by the IRS. The Controlling Employer is not responsible for, or liable to, a Participant, or any other person or entity, for the taxability under the Code, or any other federal or state revenue law, of any payment or reimbursement made pursuant to the Plan, and to the extent allowed by law, shall indemnify and reimburse the Controlling Employer or any other Affiliated Employer for any liability such entity may incur for failure to withhold federal or state income tax or any other tax from such payments or reimbursements.

7.8 Information from Participants.

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

ARTICLE VIII: DEFINITIONS

- 8.1 "Administrator" means the Controlling Employer or such other person or Committee as may be appointed from time to time by the Controlling Employer to supervise the administration of the Plan.
- 8.2 "Affiliated Employer" means any corporation, limited liability company, or other business entity that is under common control with the Controlling Employer (as determined under Code Section 414(b) or (c)); a member of an affiliated service group with the Controlling Employer (as determined under Code Section 414(m)); or an entity required to be aggregated with the Controlling Employer pursuant to Code Section 414(0). Affiliated Employers that have adopted the Plan are listed in Exhibit B.

- 8.3 "Approved Coverages" means those plans approved by the Controlling Employer which are intended to qualify as part of a cafeteria plan under Code Section 125 and are identified in Section 4.1 (as amended from time to time consistent with the provisions of Section 5.1).
- 8.4 "Code" means the United States Internal Revenue Code of 1986, as amended from time to time, including effective date and transition rules (whether or not codified). Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- 8.5 "Committee" means a group of two or more persons appointed by the Controlling Employer to serve as Administrator.
- 8.6 "Controlling Employer" means Van Pool Transportation LLC. "Controlling Employer" and each member of a controlled group of corporations including the Controlling Employer (within the meaning of Code section 414(b)), each member of a group of trades or businesses under common control including the Company (within the meaning of Code section 414(c)), and each member of any affiliated service group including the Company (as defined by Code section 414(m)).
- 8.7 "Dependent" means a dependent as defined under the applicable Approved Coverage.
- 8.8 "Employee" means any individual employed by the Controlling Employer or an Affiliated Employer and who is an individual that is classified as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; (f) any more-than-2% shareholder in a Subchapter S corporation (or a similar ownership interest in a limited liability company).
- 8.9 "Employer" means Controlling Employer and Affiliated Employer.
- 8.10 "Insurer" means any licensed insurance company contractually providing benefits described in Section 4.1.
- 8.11 "Key Employee" means any person who is a key employee as defined in Code section 416(i)(1).
- 8.12 "Named Responsible Party" means the Controlling Employer or the Administrator, except to the extent that the Controlling Employer has designated another individual, committee, or entity to be the Named Responsible Party.

- 8.13 "Participant" means any individual who participates in the Plan in accordance with Article III.
- 8.14 "Plan" means the Van Pool Transportation LLC Premium Only (Section 125 Cafeteria) Plan, as set forth herein, together with any and all amendments and supplements hereto.
- 8.15 "Plan Year" means the period beginning on the Effective Date and continuing through August 31, 2020 and, thereafter, the 12-month period continuing through August 31.
- 8.16 "Spouse" means an individual who is legally married to an Employee.

#### ARTICLE IX AMENDMENT AND TERMINATION OF PLAN

##### 9.1 Amendment of Plan.

The Controlling Employer may modify, alter, or amend the Plan, in whole or in part, at any time and from time to time, by the action in writing of one or more of its duly authorized representatives.

##### 9.2 Termination of Plan.

The Controlling Employer has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Controlling Employer shall have no obligation whatsoever to maintain the Plan for any given length of time and the Controlling Employer may discontinue or terminate the Plan at any time and from time to time, by the action in writing of one or more of its duly authorized representatives. Upon termination or discontinuance of the Plan, all elections and reductions in compensation related to the Plan shall terminate.

Executed on this 5<sup>th</sup> day of December, 2019.

Van Pool Transportation LLC

By:   
\_\_\_\_\_  
Kevin Hakeuper

Title: President



## EXHIBIT A: APPROVED COVERAGES

The coverages listed below are Approved Coverages:

- Medical
- Dental
- Vision

EXHIBIT B: AFFILIATED EMPLOYERS ADOPTING THE PLAN

JYL Transportation