

**WEX HEALTH INC.,
A WEX COMPANY ("WEX")**

**Master and Prototype
Transportation Plan**

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WEX Health Inc., a WEX Company, Master and Prototype Transportation Plan

This Master and Prototype Transportation Plan may only be used when the Employer has contracted with WEX Health, Inc., a WEX Company (“WEX”) to be the Claims Administrator. Once WEX is no longer the Claims Administrator, this document shall be void with respect to any term, condition or requirement of WEX. When an Employer completes and executes an Agreement, the Employer is creating a separate fringe benefit Plan, sponsored by the Employer, with this document and the Agreement forming the terms and conditions of the Employer’s separate written Plan. Each Transportation Plan will operate separately under its own terms and conditions as set forth in the Agreement.

ARTICLE I - DEFINITIONS

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

1.1 “Affiliated Employer”

means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.2 “Agreement”

means the Adoption Agreements related to this Master and Prototype Transportation Plan in effect as of the applicable time. A separate Adoption Agreement exists for each Employer. In addition, an Employer may have one or more separate Adoption Agreements for specific divisions and/or specific groups of Employees, but all the Adoption Agreements together shall be a single Transportation Plan for the Employer.

1.3 “Claims Administrator”

means WEX, or its successor or successors. WEX will no longer be the Claims Administrator hereunder once the administrative services agreement between WEX and the Employer terminates.

1.4 “Code”

means the Internal Revenue Code of 1986, as amended.

1.5 “Effective Date”

means the date specified in the Agreement.

1.6 “Eligible Employee”

means any Employee who is classified as an Eligible Employee as provided in the Agreement and as provided herein. An individual shall not be an “Eligible Employee” if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not “Eligible Employees” and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees. Furthermore, Employees of an Affiliated Employer will not be treated as “Eligible Employees” prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

1.7 “Employee”

means any person who is employed by the Employer. The term “Employee” shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).

1.8 “Employer”

means the entity specified in the Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term “Employer” shall include any Participating Employer which shall adopt this Plan.

1.9 “Employer Contribution”

means the amounts contributed by the Employer under the Plan to each Transportation Account, as elected by the Employer and as set forth in the Agreement.

1.10 “Leased Employee”

means any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity (“leasing organization”), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer.

1.11 “Parking Benefits”

means the Transportation Benefits provided under this Plan to reimburse Parking Expenses that qualify for the exclusion from income under Code Section 132(f) without regard to the applicable statutory monthly limits described in Code Section 132(f) and Treas. Reg. § 1.132-9(b), Q/A-7.

1.12 “Parking Expenses”

means the expenses incurred or paid for “qualified parking,” as defined in Code Section 132(f)(5)(C) and Treas. Reg. § 1.132-9, Q/A-4, which includes parking provided to an Employee of an Employer on or near the Employer’s business premises or at a location from which the Employee commutes to his or her regular place of employment. However, Parking Expenses do not include parking on or near property used by the Employee for residential purposes.

1.13 “Participant”

means any Eligible Employee who has satisfied the requirements of Section 2.1, has elected Transportation Benefits, and has not for any reason become ineligible to participate further in the Plan.

1.14 “Participating Employer”

means any Affiliated Employer that has adopted this Plan as set forth in the Agreement.

1.15 “Plan”

means this Master and Prototype Transportation Plan and the Agreement as adopted by the Employer, including all amendments thereto.

1.16 “Plan Administrator”

means the individual(s) or committee set forth in the Agreement appointed by the Employer to carry out the administration of the Plan. In the event the Plan Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Plan Administrator. In no event shall WEX be the Plan Administrator hereunder.

1.17 “Plan Year”

means a period of 12 months ending in the month set forth in Agreement.

1.18 “Salary Reduction Contributions”

means the amount by which a Participant’s compensation payable from his Employer is reduced to pay for the Transportation Benefits pursuant to the Participant’s election under this Plan for the Plan Year, subject to the applicable IRS limit for non-taxable benefits for the specific Transportation Benefit. To the extent after-tax contributions are selected in the Agreement, the Salary Reduction Contributions shall also include the excess election amount over the applicable monthly IRS limit, but such excess amount will be deducted from the Participant’s compensation on an after-tax basis. A Participant’s Transportation Account shall reflect in the applicable sub-account whether the Salary Reduction Contributions are made on a pre-tax or after-tax basis.

1.19 “Transit and Van Pool Benefits”

means the Transportation Benefits provided under the Plan to reimburse Transit and Van Pool Expenses that qualify for the exclusion from income under Code Section 132(f) without regard to the applicable statutory monthly limits described in Code Section 132(f) and Treas. Reg. § 1.132-9(b), Q/A-7.

1.20 “Transit and Van Pool Expenses”

means expenses incurred or paid for a “transit pass,” as defined in Code Section 132(f)(5)(A) and Treas. Reg. § 1.132-9, Q/A-3, which includes a pass, token, fare card, voucher or similar item that entitles a person to transportation on any mass transit facility or is provided by any person in the business of transporting person for compensation if that transportation is provided in a highway vehicle with a seating capacity of at least six adults, excluding the driver.

1.21 “Transportation Benefits”

means the Transit and Van Pool Benefits and the Parking Benefits payable under the Plan with respect to Transportation Expenses.

1.22 “Transportation Expenses”

means Transit and Van Pool Expenses and/or Parking Expenses, depending on the terms of the applicable Agreement.

1.23 “Transportation Account”

means the account established under the Plan with respect to each Participant. The Transportation Account shall be a notional account only to facilitate the credits and debits of Employer Contributions, Salary Reduction Contributions and Transportation Benefits. The Transportation Account shall not be funded and shall not accrue interest of any kind. The Transportation Account shall be subdivided into the following separate sub-accounts – Transit

and Van Pool Account and Parking Account – to reflect the Participant’s elections, Employer Contributions and the terms of the Agreement.

ARTICLE II - ELIGIBILITY AND PARTICIPATION

2.1 Eligibility

Any Eligible Employee shall be eligible to participate hereunder on the date such Employee satisfies the conditions of eligibility elected by the Employer in the Agreement, or otherwise designated by the Employer.

2.2 Effective Date of Participation

An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 2.1 must complete any waiting period set forth in the Agreement. Satisfaction of the waiting period shall be determined under the elapsed time method. Once the waiting period is satisfied, the Eligible Employee shall thereafter become a Participant as of the later of the date elected by the Employer in the Agreement or the effective date of an election by the Eligible Employee to participate, as provided by the Plan Administrator.

An Eligible Employee's enrollment shall meet such other standards for completeness and accuracy as the Plan Administrator may establish. A Participant’s enrollment shall not be effective until the date such enrollment is considered received by the Plan Administrator and must be made prior to the first day of the month to which the election applies.

Any enrollment by an Eligible Employee in accordance with this Section shall remain in effect until the date the Participant changes his election in accordance with the requirements set forth by the Plan Administrator or the date the Participant terminates participation in the Plan. In the event a Participant revises his or her elections under the Plan, the Participant's prior enrollment shall be superseded to the extent of any permissible changes but shall otherwise remain in effect.

2.3 Termination of Participation

A Participant shall terminate participation on the date he or she no longer satisfies the provisions to be a Participant hereunder, whether by termination of employment, death or transfer to a non-eligible employment classification, or on the date the Plan is terminated. In addition, the Participant shall terminate participation on the effective date of an election to cease to participate in the Plan.

ARTICLE III - BENEFITS

3.1 Establishment of Plan

This Transportation Plan is intended to qualify as a qualified transportation fringe benefit plan under Code Section 132(f) and shall be interpreted in a manner consistent with such Code Section and any related Treasury guidance applicable thereto. This Plan shall not be coordinated or otherwise connected to the Employer’s cafeteria plan (as defined in Code Section 125).

3.2 Transportation Benefits

Each Eligible Employee shall be eligible to elect to receive one or more of the following Transportation Benefits, subject to the provisions of the applicable Agreement: Transit and Van Pool Benefits and/or Parking Benefits. The Plan Administrator may establish a minimum monthly benefit amount with respect to a Transportation Benefit that a Participant may elect to receive under this Plan.

Subject to the terms of the Plan and Agreement, Transportation Benefits are payable with respect to a Participant only for Transportation Expenses incurred during the portion of the Plan Year in which the individual is a Participant in the applicable Transportation Benefit. Transportation Expenses are those eligible expenses incurred or paid by the Participant with respect to Transit and Van Pool Expenses or Parking Expenses incurred for purposes of transportation between the Participant's residence and place of employment.

3.3 Maintenance of Accounts

The Claims Administrator shall establish a Transportation Account for each Participant in order to credit Employer Contributions, Salary Reduction Contributions and to debit Transportation Expenses payable under the terms of the Plan. The Claims Administrator shall maintain the balance in a Participant's Transportation Account (and subaccounts) on an ongoing basis by increasing it for Employer Contributions and Salary Reduction Contributions at the time and in the amount elected by the Employer in the Agreement and by the Participant and decreasing it for Transportation Benefits provided to or on behalf of the Participant. No interest shall be payable on any amounts standing to a Participant's credit in his Transportation Account. A Participant's Transportation Account is a bookkeeping device to track the balance of the Participant's Transportation Account (as noted above). No assets shall be reserved or segregated in connection with any Transportation Account, and no Transportation Account shall be insured or otherwise secured.

3.4 Employer and Participant Contributions

The Employer shall make available to each Participant an Employer Contribution as elected by the Employer in the Agreement for the reimbursement of Transportation Expenses. Employer Contributions are credited to a Participant's Transportation Account only if and to the extent elected in the Agreement.

If a Participant elects Transportation Benefits in excess of the Employer Contribution (if any), such Participant shall be deemed to have elected to make Salary Reduction Contributions in the amount necessary to pay for the elected Transportation Benefits. Salary Reduction Contributions are elected by completing the election process to participate in the Plan in the time and manner provided by the Plan Administrator. Salary Reduction Contributions are made on a pre-tax basis and, to the extent permitted pursuant to the terms of the Agreement, on an after-tax basis.

Elections can be changed by a Participant effective as of the first day of the month following the date the election is processed, provided the election change is requested by the deadline established by the Plan Administrator. Elections submitted after that deadline will be effective on the first day of the next following month. For example, if an Employer requires an election change to be

submitted at least 10 business days prior to the beginning of the next month, an election submitted on March 3 will be effective April 1 and an election submitted March 25 will be effective May 1.

Each Salary Reduction Contribution election shall automatically terminate when the individual ceases to be an Eligible Employee. A Salary Reduction Contribution election shall be irrevocable for the duration of each month to which it relates.

3.5 Transportation Plan Claims

The Claims Administrator shall direct the reimbursement to each eligible Participant for all eligible Transportation Expenses, up to the amount in such Participant's applicable subaccount under the Transportation Account. Amounts credited to a Participant's Transportation Account for a Plan Year can only reimburse Transportation Expenses that are incurred by a Participant during such Plan Year and while actively participating in the Plan or as otherwise provided in the Plan or Agreement.

All claims incurred during a Plan Year must be submitted for reimbursement by the end of the period outlined in the Agreement. A request for reimbursement shall be made in the manner prescribed by the Claims Administrator. Benefits are not payable for reimbursement requests that are not made in accordance with the rules established by the Plan Administrator and Claims Administrator.

Cash reimbursement of claims only applies to Transit and Van Pool Expenses and/or Parking Expenses to the extent set forth in the Agreement.

3.6 Debit Cards

Participants may, subject to procedures, rules and requirements established by the Claims Administrator, use debit cards provided by the Claims Administrator and the Plan for payment of Transportation Expenses. Any debit card shall be subject to the debit card's terms of use and any other requirements established by the Claims Administrator for this purpose. If a debit card is used to pay for an expense that is not a Transportation Expense, the Claims Administrator shall apply correction procedures to recover such amounts or take such actions as it deems necessary in accordance with applicable guidance.

3.7 Forfeiture

If any balance remains in the Participant's Transportation Account for a Plan Year after all reimbursements have been made for the Plan Year, and the Participant continues to participate in the Plan, such balance shall be carried over to reimburse the Participant for Transportation Expenses incurred or paid during a subsequent Plan Year.

Except as provided below, any balance that remains in a Transportation Account after an individual ceases to be a Participant and all permitted reimbursements have been made for Transportation Expenses incurred or paid through the date that individual ceased to be a Participant, shall be forfeited. In addition, any Transportation Benefit payments that are unclaimed (e.g., uncashed benefit checks or unclaimed electronic transfers) shall automatically forfeit twelve months after the check was mailed or the payment was otherwise attempted. Notwithstanding the above, any

balance that remains in a Transportation Account relating to after-tax Salary Reduction Contributions after an individual ceases to be a Participant and all permitted reimbursements have been made for Transportation Expenses incurred or paid through the date that individual ceased to be a Participant, shall be refunded to the individual, if permitted by the Plan Administrator.

Amounts forfeited under this Plan shall be forfeited to the Employer, who may use them at any time and for any purpose. A Participant shall have no rights whatsoever with respect to forfeited amounts.

Upon termination of participation in this Plan, the Participant may submit a claim for reimbursement (i) for any claim incurred during the applicable Plan Year and prior to the date that participation terminated, or (ii) for any claim incurred and submitted within a later time period to the extent set forth in an Agreement.

3.8 Errors in Transportation Accounts

When an error or omission is discovered in the Transportation Account of a Participant, the Plan Administrator shall be authorized to make such equitable adjustments as may be appropriate as of the date the error or omission is discovered.

ARTICLE IV - CLAIMS PROVISIONS

4.1 Claim for Benefits and Appeals

Any initial claim for Plan benefits shall be made to the Claims Administrator. If the initial claim for Plan benefits is denied by the Claims Administrator, the Participant or applicable beneficiary shall file an appeal with the Plan Administrator (or if allowed by the Claims Administrator, the appeal may be filed with 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, as applicable.

4.2 Reimbursement Procedure

Cash reimbursements are permitted for Transit and Van Pool Expenses and Parking Expenses to the extent set forth in the Agreement and only to the extent otherwise allowed pursuant to the rules imposed by the Code as determined by the Claims Administrator. Participants may be provided with Debit Card(s) to pay for certain Transportation Expenses, subject to the terms of such cards. If additional substantiation for a claim is requested by the Claims Administrator, the Participant is required to provide it. Failure to substantiate a claim may result in a reimbursement being treated as an overpayment.

If a claim is not paid with a debit card (or is not eligible to be paid with a debit card), the Participant must complete an online form and submit the required documentation in the manner required by the Claims Administrator. Documentation may 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 or Plan Administrator may request, showing that the expenses have been incurred or paid, the date and amount of such expense and the type of expense. The Claims Administrator may impose a minimum dollar amount for making reimbursements and may aggregate claims until they meet such minimum prior to providing reimbursement to the Participant.

4.3 No assignability of Rights

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

4.4 Exhaustion of Claims Procedures

Before filing any claim or action in court or in another tribunal, the Employee, former Employee, Participant, former Participant, or other individual, person, entity, representative, or group of one or more of the foregoing (collectively, a “Claimant”) must first fully exhaust all of the Claimant’s actual or potential rights under the claims procedures of Section 4, including such rights as the Plan Administrator may choose to provide in connection with novel claims or issues or in particular situations. The exhaustion requirement shall apply even if the Plan Administrator has not previously defined or established specific claims procedures that directly apply to the submission and consideration of such claim, issue or matter, and in which case the Plan Administrator (upon notice of the claim, issue or matter) shall either promptly establish such claims procedures or shall apply (or act by analogy to) the claims procedures of Section 4 that apply to claims for benefits. Upon review by any court or other tribunal, this exhaustion requirement is intended to be interpreted to require exhaustion in as many circumstances as possible (and any steps necessary to effect this intent should be taken).

4.5 Limitations on Actions

Any claim or action filed in court (or any other tribunal) by or on behalf of a Claimant (as defined in Section 4.4) with respect to this Plan must be brought within the following timeframe:

- Any claim or action relating to the alleged wrongful denial of Plan benefits must be brought within one year of the end of the year in which the claim for Plan benefits was incurred; and
- Any other claim or action must be brought within one year of the date when the Claimant has actual or constructive knowledge of the acts that are alleged to give rise to the claim or action.

Failure to bring any such claim or action within the aforementioned timeframes shall mean that such claim or action is null and void and of no effect.

ARTICLE V - ADMINISTRATION

5.1 Plan Administration

The operation of the Plan shall be under the supervision of the Plan Administrator. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Participants. The Plan Administrator shall have full power to administer the Plan in all of its details. The Plan Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Plan Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Plan Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To approve reimbursement requests and to authorize the payment of benefits; and
- (e) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Plan Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied.

The Plan Administrator hereby delegates to the Claims Administrator the authority to determine initial claims for benefits under the Plan and any other provisions as set forth herein.

5.2 Indemnification of Plan Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Plan Administrator or as a member of a committee designated as Plan Administrator (including any Employee or former Employee who previously served as Plan Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VI - AMENDMENT AND TERMINATION

6.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan. Any proposed amendment by the Employer must be approved by WEX in writing and in advance of the effective date of the proposed amendment.

WEX , as the master plan sponsor, shall have the right and power to amend this Plan without the consent of the Employer. WEX , as the master plan sponsor, shall also have the right and power to amend the Plan of any Employer by amending the Agreement (including changing any election or designation made by the Employer in the Agreement) or by amending the Plan by adoption of a new Agreement, if WEX , deems an amendment necessary or desirable in order to preserve the status of the Plan as a transportation fringe benefit plan under Code Section 132 and applicable guidance issued pursuant thereto or in order to satisfy any other Federal, state or local legal requirement as determined in the sole discretion of WEX. The Employer, by adopting the Master and Prototype Transportation Plan, shall be deemed to have consented to such amendments. WEX shall notify the Employer of any amendment to this Master and Prototype plan.

6.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, reimbursements shall be made pursuant to the provisions of the terminating resolutions. An Employer's Plan shall automatically terminate on the date that WEX is no longer the Claims Administrator.

ARTICLE VII - MISCELLANEOUS

7.1 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.2 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

7.3 No Guarantee of Tax Consequences

Neither the Plan Administrator, Claims Administrator nor the Employer makes 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 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 and/or Employer to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes. In addition, it is the Employer's sole responsibility to determine whether and the extent to which any Employer Contributions are deductible for Federal, State or local income tax purposes.

7.4 Funding

The benefits provided by this Plan are unfunded. All amounts payable under this Plan to Participants are paid from the general assets of the Participant's Employer. Nothing contained in this Plan requires an Employer to set aside or hold in trust any amounts or assets for the purpose of paying benefits to Participants. Neither a Participant nor any other person shall have any property interest, legal or equitable, in any specific Employer asset. This Plan creates only a contractual obligation on the part of a Participant's Employer, and the Participant has the status of a general unsecured creditor of his/her Employer with respect to amounts credited to a Transportation Account hereunder. Participants shall not have any preference or priority over, the rights of any other unsecured general creditor of the Employer.

Amounts credited to a Transportation Account of a Participant are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to any benefits payable hereunder will be null and void and not binding on the Plan, the Employer or the Plan or Claims Administrators.

7.5 Governing Law

This Plan shall be construed and enforced according to the Code and the laws of the state or commonwealth in which the Employer's principal office is located.

7.6 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.