

MEDICAL EXPENSE REIMBURSEMENT PLAN

Sample, Inc.

As Administered By

MERP Administration Services, Inc.

ESTABLISHMENT AND PURPOSE OF PLAN

Establishment of Plan: Sample, Inc. (“the Corporation”), hereby establishes the Sample, Inc. Medical Expense Reimbursement Plan (“the Plan”).

PURPOSE

The purpose of this plan is to encourage and help provide full and complete medical care for each participating employee and his/her spouse and dependents. It is the intention of The Employer that this plan qualify as an accident and health plan within the meaning of Section 105(e) of the Internal Revenue Code of 1986, as amended (“the Code”), and that the benefits payable under the plan be eligible for exclusion from gross income under Section 105(b)

EFFECTIVE DATE

The effective date of this plan shall be as reflected in Exhibit A. The first year of this plan shall end at midnight on the date reflected in Exhibit A, and then the new first full year of the plan will begin at midnight on the date reflected in Exhibit A and end at midnight on the date reflected in Exhibit A. Each subsequent year will be equal to the calendar year until the plan is terminated. The records of the plan shall be kept on a calendar year basis.

ELIGIBILITY

All employees of the Corporation (other than part-time) who have completed the waiting period as established in the insured health insurance plan and who are enrolled in the insured health insurance plan are eligible employees for purposes of the Plan. A part-time employee is any employee whose customary employment is for less than 30 hours per week. A seasonal employee is any employee whose customary annual employment is for less than seven months of the year.

PARTICIPATION

Each employee who is eligible to participate in the plan under Section 3 (an “eligible employee”) shall become a participant in the plan (“a participant”) on the effective date of the plan if on the effective date he/she is at least eighteen (18) years old and who is covered under the insured health plan of The Employer. Each new employee shall become a participant on the first day of the month after he/she has both attained age eighteen (18) and completed the eligibility period for the insured plan with The Employer. A participant who is discharged from employment with The Employer for cause shall forfeit all rights to reimbursement under this plan.

BENEFITS

The Employer shall pay to each participant such amounts as he/she has expended while a participant for medical care for himself/herself and his/her spouse and dependents. It is not necessary that such amounts be related to or arise out of employment with The Employer. Amounts expended for medical care mean amounts that are eligible, but not paid by the insured health insurance plan due to being subject to the

deductible of that plan. If a charge is deemed to be ineligible by the insured health insurance plan administrator then it is also ineligible under this plan. A participant shall be entitled to benefits under this plan only for expenses for medical care incurred after becoming a participant in the plan.

LIMITATION

No participant shall be entitled to receive more than the stated amount in Exhibit A for a single person as an individual participant, nor more than the stated amount in Exhibit A for his/her entire family in reimbursements under this plan for any calendar year.

BENEFITS FROM ANOTHER SOURCE

Reimbursement under this plan shall be made only in the event and to the extent that reimbursement for amounts expended, or payment, for medical care is not provided for under any insurance policy or under any other plan, another employer or under any federal or state law. In the event that there is such a policy, plan or law in effect providing for such reimbursement or payment in whole or in part, then to the extent of the coverage under such policy, plan or law, The Employer shall be relieved of any and all liability hereunder. Only amounts that are subject to the deductible of the insured health insurance plan, and for which the participant is not reimbursed due to those amounts being subject to the deductible will be eligible for reimbursement under this plan.

CARRYOVER OF UNUSED BALANCE

If the reimbursements made with respect to any participant for any one fiscal year are less than the limitation amount specified in Section 6 hereof, the balance payable under Section 6 will not be carried forward to pay additional benefits in a future year.

FORFEITURE OF UNUSED BALANCE

In the event that a participant ceases to be an employee, any unused balance shall remain the property of The Employer, and the participant shall forfeit all rights with respect to such balance.

CLAIM PROCEDURE

Each participant shall submit not later than thirty (90) days after the end of each calendar year, or quarter, a request for reimbursement for medical expenses incurred by him/her during the preceding quarter, together with such evidence of payment of such expenses as shall be required by The Employer in accordance with rules uniformly applied. It is not necessary that the participant actually pay an expense prior to being reimbursed for it under the plan. Participant shall make claim under this plan by submitting copies of Explanations of Benefits (EOBs) from the insured health insurance plan. This is the only method of claims submission allowed. No medical bill will be reimbursed under this plan until such time as it has been processed by the insured health insurance plan and an Explanation of Benefits for that bill has been produced and submitted to this plan for review.

REVIEW PROCEDURE

If any claim for benefits under this plan is denied in whole or in part, the claimant shall be furnished promptly by The Employer with a written notice (a) setting forth the reason for the denial, (b) making reference to pertinent Plan provisions, (c) describing any additional material or information from the claimant which is necessary and why, and (d) explaining the claim review procedure set forth herein. Failure

by The Employer to respond to a claim within a reasonable time shall be deemed a denial. Within sixty (60) days after denial of any claim for benefits under this plan, the claimant may request in writing a review of the denial by the human resources department. Any claimant seeking review hereunder is entitled to examine all pertinent documents, and to submit issues and comments in writing. The human resources department shall render a decision on review of a claim not later than sixty (60) days after receipt of a request for review hereunder. The decision of the human resources department on review shall be in writing and shall state the reason for the decision, referring to the plan provisions upon which it is based.

ADMINISTRATION

The treasurer of The Employer shall have the authority and responsibility to control and manage the operation and administration of this plan.

AMENDMENTS; TERMINATION

This plan may be amended or terminated at any time by The Employer provided that termination shall not affect the right of any participant to claim reimbursement for amounts expended for medical care prior to termination.

MISCELLANEOUS

This plan shall not be deemed to constitute a 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/her as a participant of this plan.

Exhibit A

Employer / Plan Sponsor / Administrator	Sample, Inc.
Employer Address	123 Oak Street Denver, CO 80211
Plan Name	Sample, Inc. MERP
Employer FEIN	22-585858
Plan Number	525
Type Of Administration	Contracted Administrator MERP Administration Services, Inc.
Type of Plan	Medical Expense Reimbursement Plan
Eligible Classes	All full time employees working a minimum of 30 hours per week who are also enrolled and covered by the current fully insured health plan of the employer listed above.
Individual Person Start Date of Coverage	This date is determined by your effective date of coverage under the fully insured health insurance plan of the employer. You are covered under this plan on the date that you are covered under the health insurance plan of your employer.
Individual Person Termination Date of Coverage	This date is determined by your termination date of coverage under the fully insured health insurance plan of the employer, Your coverage terminates under this plan on the date that your coverage terminates under the fully insured health insurance plan of your employer
Plan Start Date	July 1, 2014
Plan End Date	December 31, 2014
Individual Deductible	\$0.00
Family Deductible	\$0.00
Coinsurance	Base: 60%
Individual Maximum Benefit	\$3,000.00
Family Maximum Benefit	\$6,000.00
Claims Email Address	plan1114@merpclaims.com