

GREAT COMMISSION MINISTRIES

DEPENDENT CARE ASSISTANCE PLAN

Effective January 1, 2013

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Great Commission Ministries  
DEPENDENT CARE ASSISTANCE PLAN

ARTICLE I – Introduction

This Plan is intended to qualify as a dependent care assistance program under Section 129 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Section 129. The purpose of the Plan is to enable Participants to elect to receive payments or reimbursements of their dependent care expenses that are excludable from the Participants' gross income under Section 129 of the Code.

ARTICLE II – Definitions

Wherever used herein, the following terms have the following meanings unless a different meaning is clearly required by the context:

2.1. “Administrator” means the Company or such other person or committee as may be appointed from time to time by the Company to serve at its pleasure.

2.2. “Cafeteria Plan” means the Great Commission Ministries Cafeteria Plan, effective January 1, 2013, as amended from time to time.

2.3. “Code” means the Internal Revenue Code of 1986, as amended from time to time. 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.

2.4. “Company” means Great Commission Ministries a nonprofit corporation.

2.5. “Dependent” means any individual who is (a) a dependent of the Participant who is under the age of 13 and with respect to whom the Participant is entitled to an exemption under section 151(e) of the Code, or (b) a dependent or spouse of the Participant who is physically or mentally incapable of caring for himself.

2.6. “Dependent Care Assistance Account” means the account described in Article V hereof.

## DEPENDENT CARE ASSISTANCE PLAN, continued

2.7. "Dependent Care Expenses" means expenses incurred by a Participant which (a) are incurred for the care of a Dependent of the Participant or for related household services, (b) are paid or payable to a Dependent Care Service Provider, and (c) are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant. "Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is described in Section 2.5(a) or regularly spends at least eight hours each day in the Participant's household. Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

2.8. "Dependent Care Service Provider" means a person who provides care or other services described in Section 2.7.(a) above, but shall not include (a) a dependent care center (as defined in section 21(b)(2)(D) of the Code) unless the requirements of Code section 21)(2)(C) are satisfied, or (b) a related individual described in section 129(c) of the Code.

2.9. "Effective Date" means January 1, 2013..

2.10. "Employee" means any individual employed by the Company. "Employee" shall not include non-resident aliens normally working outside of the United States.

2.11. "Participant" means each Employee who participates in the Plan in accordance with Article III.

2.12. "Plan" means the Great Commission Ministries Dependent Care Assistance Plan as set forth herein, together with any and all amendments and supplements hereto.

2.13. "Plan Year" means the 12 consecutive month period ending each December 31.

A pronoun or adjective in the masculine gender includes the feminine gender and the singular includes the plural, unless the context clearly indicates otherwise.

### ARTICLE III – Participation

3.1 Date of Participation. Each Employee regularly working five (5) or more hours each week will be eligible to participate in the Plan. Such an individual will become a Participant upon the effective date of an election under the Cafeteria plan to receive dependent care assistance under this Plan.

3.2. Cessation of Participation. A Participant will cease to be a Participant as of the earliest of (a) the date on which the Plan terminates or (b) the date on which his election to receive dependent care assistance expires or is terminated under the Cafeteria Plan.

## DEPENDENT CARE ASSISTANCE PLAN, continued

3.3. Reinstatement of Former Participant. If a former Participant who is eligible under Section 3.1. elects again under the Cafeteria Plan to receive dependent care assistance under this Plan, he will again become a Participant in this Plan on the effective date of such election.

### ARTICLE IV - Election to Receive Dependent Care Assistance

4.1. Election Procedure. A Participant may elect to receive dependent care assistance under this Plan by filing an election and compensation reduction agreement in accordance with the procedures established under the Cafeteria Plan. An election to receive dependent care assistance shall be irrevocable during the Plan Year, subject to change in family status, as provided in the Cafeteria Plan.

4.2. Maximum Dependent Care Assistance. The maximum amount which the Participant may receive in any Plan Year in the form of dependent care assistance under this Plan shall be the least of (a) the Participant's earned income for the Plan Year (after all reductions in compensation including the reduction related to dependent care assistance), (b) the actual or deemed earned income of the Participant's spouse for the Plan Year, or (c) \$5,000 (\$2,500 in the case of a separate return made by a married person). In the case of a spouse who is a full-time student at an educational institution or is physically or mentally incapable of caring for himself, such spouse shall be deemed to have earned income of not less than \$200 per month if the Participant has one Dependent and \$400 per month if the Participant has two or more Dependents.

### ARTICLE V - Dependent Care Assistance Accounts

5.1. Establishment of Accounts. The Company will establish and maintain on its books a Dependent Care Assistance Account for each Plan Year with respect to each Participant who has elected to receive dependent care assistance for the Plan Year.

5.2. Crediting of Accounts. There shall be credited to a Participant's Dependent Care Assistance Account for each Plan Year, as of each date compensation is paid to the Participant in such Plan Year, an amount equal to the reduction, if any, to be made in such compensation in accordance with the Participant's election and compensation reduction agreement under the Cafeteria Plan. All amounts credited to each such Dependent Care Assistance Account shall be the property of the Company until paid out pursuant to Article VI.

5.3. Debiting of Accounts. A Participant's Dependent Care Assistance Account for each Plan Year shall be debited from time to time in the amount of any payment under Article VI to or for the benefit of the Participant for Dependent Care Expenses incurred during such Plan Year. Amounts debited to each such Dependent Care Assistance Account shall be treated as payments of the earliest amounts credited to the Account and not yet treated as paid under this sentence, under a "first in/first out" approach.

## DEPENDENT CARE ASSISTANCE PLAN, continued

5.4. Forfeiture of Accounts. The amount credited to a Participant's Dependent Care Assistance Account for any Plan Year shall be used only to reimburse the Participant for Dependent Care Expenses incurred during such Plan Year, and only if the Participant applies for reimbursement on or before the 90th day following the close of the Plan Year. If any balance remains in the Participant's Dependent Care Assistance Account for any Plan Year after all reimbursements hereunder, such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year, and shall not be available to the Participant in any other form or manner, but shall remain the property of the Company, and the Participant shall forfeit all rights with respect to such balance.

### ARTICLE VI - Payment of Dependent Care Assistance

6.1. Claims for Reimbursement. A Participant who has elected to receive dependent care assistance for a Plan Year may apply to the Company for reimbursement of Dependent Care Expenses incurred by the Participant during the Plan Year by submitting an application in writing to the Company, in such form as the Company may prescribe, setting forth:

- (a) the amount, date, and nature of the expense with respect to which a benefit is requested;
- (b) the name of the person, organization, or entity to which the expense was or is to be paid; and
- (c) such other information as the Company may from time to time require.

Such application shall be accompanied by bills, invoices, receipts, cancelled checks, or other statements showing the amounts of such expenses, together with any additional documentation which the Company may request.

6.2. Reimbursement or Payment of Expenses. The Company shall reimburse the Participant from the Participant's Dependent Care Assistance account for Dependent Care Expenses incurred during the Plan Year for which the Participant submits documentation in accordance with Section 6.1. The Company may, at its option, pay any such Dependent Care Expenses directly to the Dependent Care Service Provider in lieu of reimbursing the Participant. No reimbursement or payment under this Section 6.2. of expenses incurred during a Plan Year shall at any time exceed the balance of the Participant's Dependent Care Assistance Account for the Plan Year at the time of the reimbursement or payment. If the expense reimbursement request exceeds the amount available for reimbursing expenses, the requested amount shall be paid when the balance is sufficient to pay the entire request. At the end of the plan year, the amount of any Dependent Care Expenses not reimbursed or paid as a result of the preceding sentence shall be paid to the extent of the available balance.

## DEPENDENT CARE ASSISTANCE PLAN, continued

6.3. Report to Participants On or Before January 31 of Each Year. On or before January 31 of each year, the Administrator shall furnish to each Participant who has received dependent care assistance during the prior calendar year a written statement showing the amount of such assistance paid during such year with respect to the Participant.

### ARTICLE VII - Termination of Participation

In the event that a Participant ceases to be a Participant in this Plan for any reason, the Participant's compensation reduction agreement relating to dependent care assistance shall terminate. The Participant (or his estate) shall be entitled to reimbursement only for Dependent Care Expenses incurred within the same Plan Year and prior to the 90th day after the date participation is terminated, and only if the Participant (or his estate) applies for such reimbursement in accordance with Section 6.1. on or before the earlier of (1) 180th day following the date participant is terminated, and (2) the 90th day after the close of the Plan Year. No such reimbursement shall exceed the remaining balance, if any, in the Participant's Dependent Care Assistance Account for the Plan Year in which the expenses were incurred.

### ARTICLE VIII - Administration

8.1. Plan Administrator. The administration of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers will include, but will 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 it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- (b) To interpret the Plan, its interpretation 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;
- (d) To appoint such agents, counsel, accountants, consultants, and other persons as may be required to assist in administering the Plan; and

DEPENDENT CARE ASSISTANCE PLAN, continued

- (e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be by written instrument and in accordance with applicable requirements of law.

8.2. Examination of Records. The Administrator will make available to each Participant such of its records under the Plan as pertain to him, for examination at reasonable times during normal business hours.

8.3. Reliance on Tables, etc. In administering the Plan, the Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions, and reports which are furnished by accountants, counsel or other experts employed or engaged by the Administrator.

8.4. Indemnification of Administrator. The Company agrees to indemnify and to defend to the fullest extent permitted by law any Employee 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 Company) occasioned by any act or omission is in good faith.

ARTICLE IX - Amendment or Termination of Plan

9.1. Amendment of Plan. The Company reserves the power at any time or times to amend the provisions of the Plan to any extent and in any manner that it may deem advisable, by a written instrument signed by the Chief Executive Officer of the Company.

9.2. Termination of Plan. The Company has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Company will have no obligation whatsoever to maintain the Plan for any given length of time and may discontinue or terminate the Plan at any time without liability. Upon termination or discontinuance of the Plan, all elections and reductions in compensation relating to the Plan shall terminate, and reimbursements shall be made only in accordance with Article VII.



## DEPENDENT CARE ASSISTANCE PLAN, continued

- (e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be by written instrument and in accordance with applicable requirements of law.

8.2. Examination of Records. The Administrator will make available to each Participant such of its records under the Plan as pertain to him, for examination at reasonable times during normal business hours.

8.3. Reliance on Tables, etc. In administering the Plan, the Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions, and reports which are furnished by accountants, counsel or other experts employed or engaged by the Administrator.

8.4. Indemnification of Administrator. The Company agrees to indemnify and to defend to the fullest extent permitted by law any Employee 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 Company) occasioned by any act or omission in good faith.

### ARTICLE IX - Amendment or Termination of Plan

9.1. Amendment of Plan. The Company reserves the power at any time or times to amend the provisions of the Plan to any extent and in any manner that it may deem advisable, by a written instrument signed by the President of the Company.

9.2. Termination of Plan. The Company has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Company will have no obligation whatsoever to maintain the Plan for any given length of time and may discontinue or terminate the Plan at any time without liability. Upon termination or discontinuance of the Plan, all elections and reductions in compensation relating to the Plan shall terminate, and reimbursements shall be made only in accordance with Article VII.

## DEPENDENT CARE ASSISTANCE PLAN, continued

### ARTICLE X - Miscellaneous

10.1. **Communication to Employees.** Promptly after the Plan is adopted, the Company will notify all Employees of the availability and terms of the Plan.

10.2. **Limitation of Rights.** Neither the establishment of the Plan nor any amendment thereof will be construed as giving to any Participant or other person any legal or equitable right against the Administrator or the Company, except as expressly provided herein, and in no event will the terms of employment or service of any Participant be modified or in any way be affected hereby.

10.3. **Benefits Solely From General Assets.** The benefits provided hereunder will be paid solely from the general assets of the Company. Nothing herein will be construed to require the Company or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Company from which any payment under the Plan may be made.

10.4. **Non-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 will not be subject to be taken by his creditors by any process whatsoever, and any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

10.5. **No Guarantee of Tax Consequences.** Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under Article VI 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 VI is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Company if the Participant has reason to believe that any such payment is not so excludable.

10.6. **Indemnification of Company by Participants.** If any Participant receives one or more payments or reimbursements under Article VI that are not for Dependent Care Expenses, such Participant shall indemnify and reimburse the Company for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

DEPENDENT CARE ASSISTANCE PLAN, continued

10.7. Governing Law. The Plan will be construed, administered, and enforced according to the laws of Florida.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed in its name and on its behalf by its officers "hereunto duly authorized this 13TH day of SEPTEMBER, 2013.

Great Commission Ministries

By: David C. Meldon - Green



# GREAT COMMISSION MINISTRIES

## AMENDMENT TO DEPENDENT CARE ASSISTANCE PLAN

The Great Commission Ministries Dependent Care Assistance Plan is hereby amended, effective January 1, 2013, by deleting the existing Paragraph 5.4, entitled "Forfeiture of Accounts," and replacing it with the following:

5.4. Forfeiture of Accounts. The amount credited to a Participant's Dependent Care Assistance Account for any Plan Year shall be used only to reimburse the Participant for Dependent Care Expenses incurred during such Plan Year, and only if the Participant applies for reimbursement on or before the 90th day following the close of the Plan Year. If any balance remains in the Participant's Dependent Care Assistance Account for any Plan Year after all reimbursements hereunder, such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year and the Participant shall forfeit all rights with respect to such balance.

The Company may retain all unused amounts. At the Company's discretion, however, the total unused amounts of all Participants may be distributed to Participants. Each participant will receive an amount equal to the total unused amount times the ratio which the amount credited to the Participant's Dependent Care Assistance Account for the Plan Year bears to the total amounts credited to all Participants' Dependent Care Assistance Accounts for the Plan Year.

This amendment is adopted on FEBRUARY 3, 2014.



Signature

David C. Meldrum-Green

Printed name

Director of Organizational Affairs & Treasurer

Title

