

RELIANT MISSION

CAFETERIA PLAN

Effective January 1, 2013
Revised November 6, 2015

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Reliant Mission
Cafeteria Plan

ARTICLE I – Introduction

1.1. Purpose of Plan. The purpose of this Plan is to provide employees of Reliant Mission a choice between cash and benefits under the dependent care and health savings account program maintained by Reliant Mission .

1.2. Cafeteria Plan Status. This Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Section 125.

ARTICLE II – Definitions

2.1. “Administrator” means the Company or such other person or committee as may be appointed from time to time by the Company to supervise the administration of the Plan.

2.2. “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.

2.3. “Company” means Reliant Mission , a nonprofit corporation.

2.4. “Dependent Care Assistance Plan” means the Reliant Mission Dependent Care Assistance Plan as amended from time to time.

2.5. “Effective Date” means January 1, 2013.

2.6. “Employee” means the individual employed by the Company. “Employee” shall not include non-resident aliens normally working outside of the United States.

2.7. “Key Employee” means any person who is a key employee as defined in Section 416(i)(1) of the Code.

2.8. “Participant” means any individual who participates in the Plan in accordance with Article III.

2.9. “Plan” means the Reliant Mission Cafeteria Plan as set forth herein, together with any and all amendments and supplements hereto.

2.10. "Plan Year" means the period beginning on the Effective Date and ending on December 31, 2013, and the 12-month period ending on each December 31 thereafter.

2.11. "Health Savings Account" means an account as defined in Section 223 of the Code.

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. Commencement of Participation. Each Employee regularly working five (5) or more hours each week will be eligible to participate in the Plan. An Employee will become a Participant on the later of (a) the Effective Date or (b) the first day of the month following the date he becomes eligible to participate under the preceding sentence.

3.2. Cessation of Participation. A Participant will 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 will become a Participant again if and when he meets the eligibility requirements of Section 3.1.

ARTICLE IV - Benefit Options

4.1. Benefit Options. A Participant may choose under this Plan to receive his full compensation for any Plan Year in cash or to have a portion of it applied by the Company toward the cost of one or more of the following optional benefits:

- (a) Benefits available to the Participant under the Dependent Care Assistance Plan;
- (b) A contribution to a Health Savings Account, available to Participant under the terms of Paragraph 4.11, below.
- (c) Payment of insurance premium for vision care or other health insurance sponsored by the company.

4.2. Description of Benefits Other Than Cash. While the election to receive one or more of the optional benefits described in Section 4.1. may be made under this Plan, the benefits will be provided not by this Plan but by the Dependent Care Assistance Plan, the Health Savings Account program, or the insurance company paying for vision care. 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 Dependent Care Assistance Plan, Paragraph 4.11 regarding the Health Savings Account,

and in the group insurance contracts and prepaid health plan contracts that constitute (or are incorporated by reference in) certain of those Plans. The benefit descriptions in such Plans and contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

4.3. Election of Optional Benefits in Lieu of Cash. A Participant may elect under this Plan to receive one or more of the optional benefits described in Section 4.1. in accordance with the procedure described in Section 4.4. If a Participant elects an optional benefit described in Section 4.1(a) through (c), the Participant's cash compensation will be reduced, and an amount equal to the reduction will be paid by the Company to the group insurance contracts and prepaid health plan providers, the Health Savings Account, or credited by the Company to a reimbursement account in accordance with the Dependent Care Assistance Plan.

4.4. Election Procedure. Approximately 30 days prior to the commencement of each Plan Year, the Administrator shall provide one or more written election forms and compensation reduction agreements to each Participant and to each other Employee who is expected to become a Participant at the beginning of the Plan Year. The election forms shall be effective as of the first day of the Plan Year. Each Participant who desires one or more optional benefit coverages described in Section 4.1 for the Plan Year shall so specify on the appropriate election form or forms and shall agree to a reduction in his compensation. The amount of the reduction in the Participant's compensation for the Plan Year for each optional benefit described in Section 4.1 shall be the amount elected by the Participant, subject to the limitations of the respective benefits. Each election form must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's compensation reduction agreement will apply.

4.5. New Participants. As soon as practicable before an Employee becomes a Participant under Section 3.1 or 3.3, the Administrator shall provide the written election forms and compensation reduction agreements described in Section 4.4 to the Employee. If the Employee desires one or more optional benefit coverages described in Section 4.1 for the balance of the Plan Year, he shall so specify on the election forms and shall agree to a reduction in his compensation as provided in Section 4.4. The election forms must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's compensation reduction agreements will apply.

4.6. Failure to Elect. A Participant failing to return a completed election form to the Administrator on or before the specified due date for the initial Plan Year of the Plan, or for the Plan Year in which he became a Participant, shall be deemed to have elected to receive his full compensation in cash. A Participant failing to return a completed election form to the Administrator relating to the optional benefits described in Section 4.1 on or before the specified due date for any Plan Year shall be deemed to have elected cash compensation in lieu of such optional benefit, regardless of the election in effect during the preceding Plan Year.

4.7. Changes by Administrator. If the Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any nondiscrimination requirement imposed by the Code or any limitation on benefits provided to Key Employees, the Administrator shall take such action as the Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by highly compensated Employees or Key Employees with or without the consent of such Employees.

4.8. Irrevocability of Election by the Participant During the Plan Year. Elections made under the Plan (or deemed to be made under Section 4.6) shall be irrevocable by the Participant during the Plan Year, subject to a change in family status. 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.

A change in family status for this purpose includes:

- (a) marriage,
- (b) divorce,
- (c) death of a spouse or child,
- (d) birth or adoption of a child,
- (e) termination of or change in employment of employee, employee's spouse or other dependent,
- (f) change in residency,
- (g) entitlement to Medicare or Medicaid,
- (h) significant cost or coverage changes in employee's coverage, employee's spouse's coverage, or other dependent's coverage (including coverage by another employer), and
- (i) such other events that the Administrator determines will permit a change or revocation of an election during a Plan Year under regulations and ruling of the Internal Revenue Service.

Any new election under this Section 4.8 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.

4.9. Automatic Termination of Election. Elections made under this Plan (or deemed to be made under Section 4.6) shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under the Dependent Care Assistance Plan may continue, if and to the extent provided by such Plans.

4.10. Maximum Employer Contributions. The maximum amount of employer contributions under the Plan for any Participant shall be the sum of the maximum amounts which the Participant may receive under the Dependent Care Assistance Plan, pay for premiums under the vision insurance, or contribute to the Health Savings Account.

4.11. Health Savings Account. A Participant may establish a Health Savings Account with a qualified trustee. If Company sponsors a “high deductible health plan” as the term is defined in Code Section 223, Participant may choose to contribute a portion of Participant’s salary to the Health Savings Account, provided that the contribution shall not exceed the maximum contribution amount established in the Code.

- (a) The Health Savings Account established by Participant, including all assets, income and distributions, shall belong to participant. Participant shall be solely responsible for any investment or tax issues associated with the Health Savings Account.
- (b) Company may assist Participant in establishing the Health Savings Account, but provided Company has exercised reasonable care in the selection of the trustee for the Health Savings Account, Company shall have no liability for the continuing qualification of such account for any tax benefits under the Code.
- (c) Company may provide Participant with information regarding the operation and taxation of the Health Savings Account, but provided Company has exercised reasonable care in compiling such information, Company shall have no liability for the accuracy or effectiveness of such information.

4.12. Employer Contributions to the Health Savings Account. There may be an employer Health Saving Account contribution.

- (a) Reliant may make an employer contribution
- (b) The employer contribution will be credited to the applicable account at such a time determined by the Company, generally on a monthly basis.
- (c) In order for an employee to be eligible for the employer contribution, he/she must be enrolled in a HSA compatible HDHP offered by the Company.

4.13. Adoption Agreement. The Company may make an employer HSA contribution to

the extent provided in the Adoption Agreement. Such contributions shall be credited to the applicable account at such time as determined by the Company.

ARTICLE V - Administration of Plan

5.1. 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
- (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 allocations, delegation or designation to be in writing.

Notwithstanding the foregoing, any claim which arises under the Dependent Care Assistance Plan, or health savings account shall not be subject to review under this Plan, and the Administrator's authority under this Section 5.1 shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan.

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

5.3. 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, or in accordance with the instructions of, the administrators of the Dependent Care Assistance and Medical Reimbursement Plans, or

by accountants, counsel or other experts employed or engaged by the Administrator.

5.4. 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 will receive substantially the same treatment.

5.5. 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 to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VI - Amendment and Termination of Plan

The Plan may at any time be amended or terminated by a written instrument signed by the Chief Executive Officer of the Company.

ARTICLE VII - Miscellaneous Provisions

7.1. Information to be Furnished. Participants shall provide the Company and Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

7.2. Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the Company or Administrator, except as provided herein.

7.3. Governing Law. This Plan shall 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 behalf this 6th day of NOVEMBER, 2015, by its officer thereunto duly authorized.

Reliant Mission

By: Reliant Mission Board of Directors