

**Important Note: Service Agreement Amendments, Pricing Change Agreements, and other contractual documents must be duly executed by both parties prior to the effective date of the changes. Backdating contracts or funding agreements is in violation of our corporate governance and regulatory requirements. Changes cannot be implemented prior to the date all documents are fully executed, even if that requires the effective date to be postponed. There are no exceptions to the rule that the effective date must follow the date all documents are executed.**

**Great-West Retirement Services®**

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES  
§457 Plan  
Group No. 98957-01**

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THIS AMENDMENT NO. 1 is entered into by and between Great-West Life & Annuity Insurance Company ("Great-West"), and/or any successor, assign or affiliate, and the County of Fresno ("Plan Sponsor") with respect to the services to be provided by Great-West Retirement Services®, a unit of Great-West, to the County of Fresno IRC 457(b) Deferred Compensation Plan (the "Plan").

Effective November 19, 2009, Great-West and Plan Sponsor entered into the Agreement for Recordkeeping and Communication Services ("Agreement"), under which Great-West provides certain recordkeeping and communication services for the Plan Sponsor with respect to the Plan; and

Great-West and the Plan Sponsor have agreed that it would be beneficial to amend the Agreement as described below.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and other good and valuable consideration as herein provided, the parties agree to amend the Agreement as follows:

1. Section IX. Recordkeeping, Communication and Other Fees of the Agreement shall be deleted and replaced in its entirety with the following new provision:

"A. Recordkeeping, Communication and Other Fees

1. Revenue Allocated to Participant Accounts

All fees Great-West and/or one or more of its affiliates receives from mutual fund families and other investment providers for providing certain administrative or other services ("Revenue") shall be credited by Great-West to Participants with a balance in the Revenue-paying fund on the calculation and processing dates. Beginning with the first full calendar quarter coincident with or following the Effective Date, the Revenue will be credited quarterly by multiplying each fund's quarterly Revenue rate times the fund's total Participant account balances, excluding loan balances, as of the calculation date. Partial quarters at the beginning and end of the Agreement shall be prorated. In the event Revenue already credited to Participants becomes uncollectible from the fund company, Great-West will collect in a manner mutually agreeable with both parties.

2. Participant Asset Fee

Plan instructs Great-West to assess an annual Participant Asset Fee of 0.23% of total Participant assets, excluding loan balances, payable to the Plan. Beginning with the first full calendar quarter coincident with or following the Effective Date, this Participant Asset Fee will be deducted quarterly from Participant accounts with a balance as of the calculation and processing dates. Partial quarters at the end of the Agreement shall be prorated. Participants taking a full withdrawal prior to the quarterly deduction will be charged the quarterly Participant Asset Fee at time of withdrawal. The Participant Asset

Fee shall be remitted to an unallocated plan account ("Plan Account"), to be used to pay the annual Recordkeeping and Communication Fee payable to Great-West and for other Plan purposes as set forth in the Plan document and as instructed by Plan Sponsor. These assets will be invested in a single investment option as specified by Plan Sponsor.

Plan Sponsor may direct Great-West, with adequate prior written notice, to change the annual Participant Asset Fee amount to be assessed in future quarters.

### 3. Annual Recordkeeping and Communication Fee

An annual Recordkeeping and Communication Fee of 0.15% of total unallocated plan account and participant balances, excluding loan balances, shall be payable to Great-West. Beginning with the first full calendar quarter coincident with or following the Effective Date, this Recordkeeping and Communication Fee will be calculated quarterly based on account balances as of the calculation date, and will be debited quarterly from any unallocated Plan Accounts that are eligible to pay Plan expenses. Partial quarters at the end of the Agreement shall be prorated. In the event the Plan Account balance is not sufficient to cover the Recordkeeping and Communication Fee, remaining amounts will be debited per capita from Participant accounts. Participant accounts with balances less than the Recordkeeping and Communication Fee will be debited for 100% of the balance and become inactive.

An annual revenue share of \$70,000 is included in the Recordkeeping and Communication Fee. Beginning with the first full calendar quarter following the Effective Date, one quarter of this annual revenue share amount (\$17,500) will be credited quarterly to the Plan Account. Partial quarters at the end of the Agreement shall be prorated.

#### B. Loan Fees

A \$50 loan origination fee will be deducted from the amount of each loan processed. In addition, a \$25.00 annual maintenance fee per loan will be deducted from the Participant's account in an amount of \$6.25 per quarter.

#### C. Authorized Investment Option Administration Fees

If the Plan Sponsor utilizes more than thirty (30) Authorized Investment Options (target-date fund series will be counted as one (1) investment option) at any one time or requests an investment option that is materially different than the types of investment options currently in use, Great-West reserves the right to modify the fees and services quoted in this Agreement.

#### D. Bank Credit Disclosure

Great-West may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Any credits or interest earned by Great-West are aggregated with credits and/or interest earned by Great-West affiliates and will be used to defray the aggregate expenses for the maintenance of bank accounts. Great-West will not retain credits and/or interest earned in excess of such maintenance expenses.

Credits and/or interest are earned from the use of (i) uninvested contributions received too late in the day or not received in Good Order to be invested same-day and (ii) proceeds from investment option redemptions where Plan distribution checks have not been

presented for payment by Plan participants. Credits and/or interest (i) begin to accrue on contributions, on the date such amounts are deposited into the bank account and end on the date such amounts are invested pursuant to Plan participant instructions and (ii) begin to accrue on distributions, on the date the check is written or on the wire date, as applicable and end on the date the check is presented for payment or when the wire clears again the account, as applicable. Earnings of credits and/or interest are at the rate the bank provides from time to time.

E. Miscellaneous Fee Provisions

If Plan Sponsor selects a custodian or trustee that requires the procedures or services in this Agreement to change, Great-West reserves the right to adjust fees in this Section.

Should a Participant request an overnight delivery, Great-West will assess the Participant its current overnight delivery fee.

Should a Participant request a payment via Automated Clearing House (ACH) for partial and full withdrawals, Great-West will assess the Participant its current ACH fee. No fee will be assessed on periodic payments.

Should a Participant request a payment via wire for partial and full withdrawals, Great-West will assess the Participant its current wire fee. Partial and full withdrawals mailed by check or via direct deposit will not incur a fee.

For any services Great-West performs at the request of the Plan Sponsor in Section II.U. of the Agreement to customize the Plan document, Great-West shall bill the Plan Sponsor at a rate of \$250 per hour. Plan Sponsor agrees to pay Great-West the amount within thirty (30) calendar days from the invoice date. If Great-West does not receive payment sixty (60) days after the invoice date, Plan Sponsor instructs Great-West to debit Participant accounts on a pro rata basis.

Plan Sponsor may direct Great-West in writing to assess a mutually agreeable per Participant fee, asset fee, or combination fee to Participants account balances. Such fee(s) may be deposited into an unallocated trust assets account to be used for Plan purposes as set forth in the plan document and as directed in writing by the Plan Sponsor. These assets may be invested in a single investment option and such fees may be adjusted annually as specified by Plan Sponsor, if applicable.

The parties agree that any services which Great-West is requested to perform beyond the scope of the services described in this Agreement shall be provided at a mutually agreed upon price negotiated prior to the performance of such services.”

2. In all other respects the Agreement shall remain in full force and effect.
3. This Amendment No. 1 will take effect upon the date executed by both the Plan Sponsor and Great-West (the “Effective Date”).

IN WITNESS WHEREOF, the parties by signing this Amendment No. 1, in duplicate, certify that they have read and understood it, that they agree to be bound by the terms of the Amendment No. 1 and that they have the authority to sign it. This Amendment No. 1 is not binding on either party until approved by both parties.

**For: County of Fresno**

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For: Great-West Life & Annuity Insurance Company**

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name: Brent Neese

Title: Vice President, Government Markets