

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

**AMENDMENT NO. 6  
TO  
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES  
§457(b) Deferred Compensation Plan  
Group No. 88038-01**

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**THIS AMENDMENT No. 6 TO AGREEMENT NO. 25245** 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 Tulare** (“Plan Sponsor”) with respect to the services to be provided by Great-West to the 457(b) Deferred Compensation Plan (“457(b) Plan”) Group No. 88038-01 (hereafter referred to as the “Plan”).

The parties previously entered into Tulare County Agreement No. 25245, effective December 28, 2011, whereby Great-West provides certain recordkeeping and communication services for the Plan Sponsor with respect to the Plan; and

The parties also previously entered into Amendment No. 1 to Agreement (Tulare County Agreement No. 25245-A), effective February 14, 2012; and

The parties also previously entered into Amendment No. 2 to Agreement (Tulare County Agreement No. 25245-B), effective July 30, 2013; and

The parties also previously entered into Amendment No. 3 to Agreement (Tulare County Agreement No. 25245-C), effective January 12, 2016; and

The parties also previously entered into Amendment No. 4 to Agreement (Tulare County Agreement No. 25245- D), effective February 14, 2017; and

The parties also previously entered into Amendment No. 5 to Agreement (Tulare County Agreement No. 25245-E), effective February 11, 2018.

Great-West and the Plan Sponsor have agreed that it would be beneficial to amend the Agreement to modify the fee provision;

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:

**ACCORDINGLY, IT IS AGREED:**

1. Section VIII.A of the Agreement shall be deleted and replaced in its entirety with the following new provision:

“A. Recordkeeping and Communication Fee

The parties agree the basic annual Recordkeeping and Communication Fee payable to Great-West under this Agreement shall be 0.275% of total Plan account and Participant account balances, including self-directed brokerage account balances and excluding loan balances, the Great-West Guaranteed Government Fund, the Great-West Guaranteed Fixed Fund, and the Great-West Guaranteed Portfolio Fund. Beginning with the first full calendar quarter coincident with or following the Effective Date, this fee will be deducted monthly from any Participant that had an account balance during the month based on the average daily balance of such accounts during the period. Participants taking a full withdrawal prior to the processing date will be charged the fee at the time of withdrawal based on the average daily balance of the account during the partial period.

An annual revenue share of 0.147% of total Participant assets, including self-directed brokerage account balances and excluding loan balances, the Great-West Guaranteed Government Fund, the Great-West Guaranteed Fixed Fund, and the Great-West Guaranteed Portfolio Fund, is included in the fee. Beginning with the first full calendar quarter coincident with or following the Effective Date, this annual revenue share amount will be credited monthly as calculated above to an unallocated plan account (“Plan Account”), to be used 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.”

2. In all other respects the Agreement shall remain in full force and effect.
3. This Amendment No. 6 will take effect on January 1, 2020, or such later date as this Agreement has been executed by both the Plan Sponsor and Great-West (the “Effective Date”).

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**COUNTY OF TULARE**

BY \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ (print name)

Chairman, Board of Supervisors  
"Plan Sponsor"

ATTEST: \_\_\_\_\_

**Jason T. Britt**  
Administrative Officer/Clerk of the  
Board of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY**

BY \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel A. Morrison

TITLE: Senior Vice President, Government Markets  
"Great-West"

Approved as to Form:  
County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Jennifer M. Flores  
Chief Deputy County Counsel