

REALITY INVESTINGSM ADVISORY SERVICES AGREEMENT

This Reality InvestingSM Service Advisory Services Agreement (this "Agreement") is entered into as of the ____ day of _____, 2006 by the _____ (the "Plan Sponsor") and Advised Assets Group, LLC ("AAG"), located at 8515 East Orchard Road, Greenwood Village, Colorado 80111.

RECITALS

Whereas, the Plan has established deferred compensation plans under the Internal Revenue Code (the "Plan"); and

Whereas, the Plan Sponsor has selected Great-West Retirement Services ("GWRS"), a division of Great-West Life & Annuity Insurance Company ("Great-West"), to provide administrative and other services to the Plan as set forth in the service agreement between the Plan Sponsor and Great-West ("Service Agreement"); and

Whereas, AAG, a wholly owned subsidiary of Great-West, provides investment guidance, advisory and discretionary managed account services ("Reality InvestingSM") to deferred compensation plan participants; and

Whereas, AAG has conducted a rigorous review and evaluation of participant level advisory service providers and has selected an independent financial expert ("Independent Financial Expert") to provide such services to AAG for use under Reality Investing, and has negotiated certain pricing arrangements for AAG clients; and

Whereas, the Independent Financial Expert has developed a methodology and proprietary software and technology used to provide participant level investment advice and discretionary managed account services; including personalized Internet-based guidance, investment advisory services and discretionary managed account services with respect to investment choices held within deferred compensation plans; and

Whereas, the Plan Sponsor desires to make Reality Investing available to participants ("Participants") in the Plan in accordance with Appendix A, attached hereto and incorporated herein; and

Whereas, AAG will assist the Plan Sponsor in the establishment of Reality Investing and with the ongoing review and monitoring of the services provided by the Independent Financial Expert and will facilitate the Participants' access to the Reality Investing;

Now therefore, the parties hereto, in consideration of the mutual covenants and representations herein contained, do hereby agree as follows:

TERMS

Article 1 Selection

Plan Sponsor hereby agrees to retain AAG as investment adviser to the Plan to provide the services selected on Appendix A, as described in Article 2.

Article 2 Services

2.1 AAG will make available Reality Investing to Participants in accordance with Appendix A. Reality Investing includes one or more of the following:

Do-It-Myself InvestorSM: Do-It-Myself Investor is geared toward Participants who wish to manage their own retirement accounts. Participants are provided access to on-line guidance tools.

Help-Me-Do-It InvestorSM: Help-Me-Do-It Investor is geared toward Participants who wish to manage their own retirement accounts while taking advantage of on-line guidance and investment advice. Participants are provided on-line guidance and investment advice for a personalized recommended investment portfolio. The recommended investment portfolio is based on information drawn from the Participant's deferred compensation account profile and from the core investment options ("Core Investment Options") available in the Plan. Core Investment Options are those investment options selected for use in the Plan by Plan Sponsor which provide investment choice under the following asset categories: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International. Core Investment Options do not include any employer stock alternatives or self-directed brokerage option alternatives. The Participant then implements the recommended investment portfolio and manages his or her retirement account on-line.

Do-It-For-Me InvestorSM: Do-It-For-Me Investor is geared toward Participants who wish to have a qualified financial expert select among the Plan's available Core Investment Options and manage their retirement accounts for them. The Participant receives a personalized investment portfolio that reflects the Plan Core Investment Options and the Participant's retirement timeframe, life stages, risk tolerance and overall financial picture, including assets held outside the Plan (if the Participant elects to provide this information), which may be taken into consideration when determining the allocation of assets in the Participant's Plan account (AAG does not provide advice for, recommend allocations of, or manage a Participant's outside or non-Plan assets). Under Do-It-For-Me Investor, AAG has discretionary authority over allocating among the available Core Investment Options, without prior Participant approval of each transaction.

Do-It-For-Me Investor account assets in the Plan's Core Investment Options will be automatically monitored, rebalanced and reallocated every quarter by AAG based on data resulting from the methodologies and software employed by the Independent Financial Expert to respond to market performance and to ensure optimal account performance over time. Participants will receive an account update and forecast statement annually and can update personal information at any time by calling AAG at the Plan's toll-free customer service number, or visiting the Plan's web site.

Under Reality Investing, AAG does not provide advice for, recommend allocations of, or provide management services for individual stocks, self-directed brokerage accounts, guaranteed certificate [any funds with a liquidity restriction will not receive any advice allocation] funds, or employer-directed monies. A Participant's balance in employer-directed monies may be liquidated, subject to Plan and/or investment provider restrictions. Participants may be required to liquidate the above-referenced funds prior to or as a condition of enrolling in Managed Accounts, subject to Plan and/or investment provider restrictions.

AAG will on an ongoing basis review the methodology and services of the Independent Financial Expert and integrate the Plan's Core Investment Options into Reality Investing. AAG will provide the Plan Sponsor periodic written reports of Participant usage of Reality Investing.

The Plan must at all times have Core Investment Options which cover the following broad asset categories in order to use Online Investment Advice and the Managed Account Service under Reality Investing: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International. The Independent Financial Expert is solely responsible for determining the adequacy of exposure to the aforementioned asset classes and for determining the core asset class exposures needed for the provision of Online Investment Advice and the Managed Accounts Service.

2.2 Plan Sponsor hereby authorizes AAG to offer Reality Investing to Participants in accordance with Appendix A, using Participant information provided to AAG by Participants, the Plan Sponsor or its agents, and/or AAG's affiliates. Plan Sponsor acknowledges and agrees that Reality Investing will be provided by AAG based on the methodology and proprietary software provided by the Independent Financial Expert.

2.3 Plan Participants shall pay all AAG fees, in accordance with Appendix A, for the respective services utilized. Plan Sponsor authorizes Great-West to serve as collection agent for AAG and deduct fees from Plan Participant accounts in accordance with Appendix A.

Article 3 Representations and Warranties

3.1 Both Parties. Each party hereto represents, warrants and consents that (a) it is authorized to enter into and perform its obligations under this Agreement; (b) any actions by, or filings with, any governmental body required for the party to enter into and perform its obligations under this Agreement have been taken or made or will be taken or made when required; (c) entering into and performing its obligations under this Agreement does not violate any applicable law, rule or regulation or its organizational documents or any other binding instrument; (d) this Agreement has been duly executed and delivered; and (e) it will perform its obligations in compliance with all applicable laws, rules and regulations.

3.2. AAG

(a) AAG represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 ("Advisers Act"). AAG agrees to maintain the required federal or state investment advisory registrations that permit it to perform its obligations under this Agreement. AAG acknowledges

and agrees that it may be deemed to be a fiduciary of the Plan(s) under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if applicable, to the extent it provides investment advice or management to Participants under Reality Investing.

(b) AAG represents that the Independent Financial Expert is not affiliated with AAG or Great-West and that AAG has entered into an agreement with the Independent Financial Expert. AAG's agreement with the Independent Financial Expert includes representations that the Independent Financial Expert: (a) is registered as an investment adviser under the Advisers Act, and (b) will maintain the required federal or state investment advisory registrations that permit it to perform its obligations under its agreement with AAG.

3.3 Plan Sponsor. Plan Sponsor represents that it is the Plan fiduciary with the authority to execute this Agreement on behalf of the Plan and commit to the terms of this Agreement. Plan Sponsor, by itself and on behalf of the Plan, represents and acknowledges that it has received and read AAG's Form ADV Part II (or equivalent), consistent with Rule 204-3 of the Advisers Act. Plan Sponsor acknowledges that the Core Investment Options offered through the Plan(s) were chosen by the Plan Sponsor and not by AAG, Great-West or the Independent Financial Expert.

Article 4

Term, Termination & Substitution of Independent Financial Expert

4.1 Term and Termination of this Agreement. This Agreement shall be effective as of the date stated above (the "Effective Date") and continue in force for three years from the Effective Date ("Initial Term"). This Agreement shall renew automatically for successive one (1) year terms ("Renewal Term(s)") unless one party provides the other party with written notice of its intent not to renew the Agreement no less than ninety (90) days prior to the end of the Initial Term or any subsequent Renewal Term. This Agreement may be terminated prior to the end of the Initial Term or any Renewal Term in the following circumstances:

(a) Plan Sponsor may terminate this Agreement upon written notice to AAG if Plan Sponsor determines in good faith that the Agreement is not consistent with its fiduciary duties under ERISA, if applicable, or applicable state law;

(b) If Plan Sponsor determines that AAG has materially failed to meet its service commitments to the Plan as set forth in this Agreement, and if AAG has failed to cure such deficiencies within sixty (60) days of its receipt of Plan Sponsor's written notice of such deficiencies, then Plan Sponsor may terminate this Agreement upon written notice to AAG;

(c) Either party may terminate this Agreement upon written notice in the event of default by the other party if the defaulting party has failed to cure such deficiencies within sixty (60) days after its receipt of the non-defaulting party's written notice of deficiencies;

(d) In the event that Plan Sponsor terminates its Service Agreement with Great-West, or the Service Agreement expires pursuant to its own terms, this Agreement shall automatically terminate, effective on the same date the Service Agreement between Plan Sponsor and Great-West terminates or expires; or

(e) AAG may terminate this Agreement under the conditions set forth in Section 4.2;

(f) Either may terminate this Agreement without cause upon ninety (90) days written notice to other party; or

(g) The parties may mutually agree to terminate this Agreement at any time.

Upon termination of this Agreement for any reason, all Actual Users, as defined in Appendix A, will immediately be restricted from using Reality Investing.

4.2 Substitution of the Independent Financial Expert. During the term of this Agreement, AAG reserves the right to replace the Independent Financial Expert in its sole discretion. In such event, a replacement Appendix A will be provided to Plan Sponsor, if, in AAG's sole discretion, a replacement Appendix A is deemed necessary. In the event AAG is unable to contract with a suitable replacement Independent Financial Expert, this Agreement shall automatically terminate upon written notice to the Plan Sponsor.

Article 5 Confidentiality

5.1 AAG and the Independent Financial Expert's Confidential Information. Plan Sponsor acknowledges that information regarding AAG, the Independent Financial Expert, and Reality Investing including, without limitation, the databases, hardware, software, programs, engine, protocols, models, displays and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof are intellectual property and trade secrets, proprietary to AAG and/or the Independent Financial Expert, as applicable, and constitute "Confidential Information." Plan Sponsor acknowledges that all nonpublic information regarding the business and affairs of AAG and the Independent Financial Expert including, but not limited to, business plans, agreements with third parties, fees, services, customers, and finances, constitute Confidential Information.

5.2 Plan Sponsor's Confidential Information. All nonpublic information regarding the Plan, the business and affairs of the Plan Sponsor, all Plan Sponsor intellectual property and all personal information of Participants including, but not limited to, the names, addresses, social security numbers, financial information and compensation data of the Participants, learned by AAG or the Independent Financial Expert in the performance of this Agreement constitutes Confidential Information of the Plan Sponsor. Notwithstanding the foregoing, AAG may provide nonpublic information it learns about Participants to the Plan Sponsor and the plan provider for reporting purposes.

5.3 Non-Confidential Information. Anything in this Agreement to the contrary notwithstanding, the term "Confidential Information" does not include information regarding a party which (i) was, is or becomes generally available to the public other than as a result of a disclosure by the receiving party or any of its affiliates, agents or advisors, (ii) was or becomes available to a party or its affiliates from a source other than the disclosing party or its affiliates or advisors, provided that such source is not bound by a confidentiality agreement for the benefit of the disclosing party, (iii) was within a party's possession prior to being furnished by or on behalf of the other party provided that the sources of such information were not covered by a confidentiality agreement in favor of the party owning the confidential information, provided such confidentiality agreement was known to the receiving party at the time the information is obtained.

5.4 Treatment of Confidential Information. Confidential Information will be used by a party solely in connection with the performance of its obligations under this Agreement. Each party will receive the Confidential Information in confidence and not disclose it to any third party except as may be necessary to perform its obligations under this Agreement or as agreed to in writing by the other party. Each party further agrees to take or cause to be taken all reasonable precautions to maintain the secrecy and confidentiality of the Confidential Information. Neither party may disclose, and shall make reasonable efforts to prevent the disclosure of, any part of the Confidential Information to another person. Confidential Information may be disclosed to a party's directors, officers, employees, consultants, representatives, and the Plan's recordkeeper (each a "Representative") who need to know in order to further the purposes and intent of this Agreement. Disclosure of Confidential Information may be made to such Representative only after the Representative has been informed of the confidential nature of such information and has agreed to be bound by the terms of this Agreement's confidentiality provisions.

Article 6
Miscellaneous

6.1 Notwithstanding anything else contained herein, this Agreement may be amended, supplemented or restated only with the written consent of both parties. The parties agree that they will amend, supplement or restate this Agreement as necessary to comply with changes to applicable law, as amended from time to time.

6.2 This Agreement and its Appendices constitute the entire agreement between the parties relating to the subject matter hereof.

6.3 This Agreement will be governed by, and interpreted according to, Colorado law without regard to its conflict of law principles, except to the extent it may be preempted by federal law.

6.4 Plan Sponsor acknowledges that neither AAG nor Great-West makes any representation concerning the tax treatment regarding an election by a Plan Sponsor to pay (or have the Plan or Participant pay) for Reality Investing.

6.5 AAG is not liable for any losses a Participant may incur if the value of his or her account should decrease related to the Participant's use of any component of Reality Investing and/or the Participant's investment decisions in following, or not following, any investment advice produced through Reality Investing.

6.6 Neither party shall be liable for any delay or failure to perform its obligations (other than a failure to comply with payment obligations) hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure, e.g., rolling blackouts, electrical surges or current fluctuations; lightning; supplier's failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or act of terrorism.

6.7 Indemnity and Limitation of Liability.

(a) AAG will indemnify the Plan Sponsor and the Plan, hold each of them harmless and defend each of them from any Liability (as defined below) directly resulting from either or both of the following: (i) any breach of fiduciary duty by AAG; or (ii) AAG's material performance or nonperformance of its obligations under this Agreement.

(b) Great-West shall not be liable for any claims, liabilities, or expenses arising from or alleged to arise from any action or inaction taken by Great-West pursuant to the direction of Plan Sponsor or any authorized agent thereof, except to the extent the Contractor has committed negligence or malfeasance in the exercise of its responsibilities hereunder.

For purposes of this Section 6.7, "Liability" means liability, damages, losses and expenses, including reasonable attorneys' fees.

Neither party will be responsible to the other party for any Liability attributable to an act or omission of a Participant user, the other party, or a third party. NO PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IN THE EVENT OF A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Each party's indemnity extends to the other party's fiduciaries, agents, directors, officers, trustees, custodians and employees. Either party's indemnity obligations will be reduced to the extent that its ability to manage the claim is materially harmed by any failure of the other to give prompt notice of the claim, complete information and reasonable assistance to defend or settle the claim. The indemnity does not cover any Liability for which the indemnified party actually receives reimbursement or indemnification from another person, including under a liability insurance policy. Any finding that any aspect of this indemnification provision is unenforceable by operation of law will not affect any other portion of this provision.

6.8 If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement will remain in effect.

6.9 Except as specifically provided herein, neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party, which will not be unreasonably withheld or delayed. This Agreement will bind and inure to the benefit of the parties as well as their permitted successors and assigns.

6.10 The failure of a party to enforce any provision or obligation of this Agreement will not constitute a waiver of the provision or obligation or of any future obligation. A party's delay or failure in performance resulting from causes or conditions beyond its reasonable control will not constitute a breach or default.


6.11 Notices will be in writing and sent to the address specified in this Agreement or to any new address the party has supplied.

6.12 AAG currently maintains an Investment Advisors' Errors and Omission Liability Insurance policy in the amount of \$1,000,000 in the aggregate.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date stated above.

By: _____
Print Name: _____
Title: _____
Address: _____

Advised Assets Group, LLC

By: 
Print Name: George D. Webb
Title: Manager
Address: 8515 E. Orchard Road, 10T2
Greenwood Village, CO 80111

APPENDIX A – REALITY INVESTING TERM SHEET

Plan Sponsor: *Tulane County*

Plan(s): *88038-01 / 88038-03*

Target Rollout Date: *8/1/06*

Initial Term: **Three years from the Effective Date.**

A. Participant Fees.

Participant means an employee who has enrolled in and established an account in the Plan. Participants that enroll in any of the below services become actual users ("Actual Users").

Reality Investing includes access to the three services described below. Please check the box next to each service you would like AAG to make available to Participants.

Do-It-Myself Investor – There is no fee for the guidance provided under Do-It-Myself Investor.

Help-Me-Do-It Investor – There is no fee for the guidance provided under Help-Me-Do-It Investor.

The fee for on-line investment advice is \$25.00 per year, or \$6.25 per quarter. The fee will be debited from Actual User accounts within the last five (5) to seven (7) business days of each quarter. If the Actual User cancels on-line investment advice, the fee will be debited from the Actual User's account within five (5) to seven (7) days prior to the end of that quarter. As well, if the Plan terminates its Service Agreement with GWRS, the fee will be debited upon such termination. Use of online investment advice at any time during a quarter will result in the Actual User account being debited the quarterly fee. Check the appropriate box below if the \$25.00 fee is Plan Sponsor invoiced or debit Participant account:

- Plan Sponsor Invoiced
 Debit Participant Account

Do-It-For-Me Investor – The tiered pricing described in the table below applies to Do-It-For-Me Investor. Actual Users will be charged a quarterly fee based on their account balance that AAG manages on the day the fee is debited. The fee will generally be debited from the Actual User's account within the last five (5) to seven (7) business days of each quarter. If the Actual User cancels participation in the Do-It-For-Me Investor service, the fee will be based on the Actual User's account balance on the date of cancellation and will be debited from the Actual User's account within five (5) to seven (7) business days prior to the end of that quarter. As well, if the Plan terminates its Service Agreement with GWRS, the fee will be debited upon such termination. The fee for an Actual User is depicted below.

<i>Participant Account Balance</i>	<i>Do-It-For-Me Investor Managed Account Annual Fee</i>
First \$100,000 of account balance	0.65 %
Next \$150,000, up to \$250,000 account balance	0.55 %
Next \$150,000, up to \$400,000 account balance	0.45 %
Amounts greater than \$400,000	0.35 %

For example, if an Actual User's account balance subject to Do-It-For-Me Investor is \$50,000, the fee is 0.65% of the account balance. If the account balance subject to Do-It-For-Me Investor is \$500,000, the first \$100,000 will be subject to a fee of 0.65%, the next \$150,000 will be subject to a fee of 0.55%, the next \$150,000 will be subject to a fee of 0.45%, and amounts over \$400,000 will be subject to a fee of 0.35%. Check the appropriate box below indicating if the Do-It-For-Me Investor service fee will be Plan Sponsor invoiced or debit Participant account:

- Plan Sponsor Invoiced
 Debit Participant Account

AAG reserves the right to offer certain plans discounted fees or other promotional pricing.

Actual Users must allocate all of their account balance to the Do-It-For-Me Investor service. Partial management of the account whereby Actual Users can invest in other Core Investment Options while also participating in the Do-It-For-Me Investor service is not an option. Once enrolled in the Do-It-For-Me Investor service, Actual Users will no longer be able to make allocation changes to their accounts online, via paper, or through the Plan's existing toll-free customer service number. In addition, Actual Users will not be able to make fund-to-fund transfers, change fund allocations, or utilization of dollar cost averaging and/or rebalancer. Actual Users may still request and be approved for loans, take a distribution, and retain full inquiry access to their account. All of the aforementioned functionality will be restored to the Actual User's account the next business day markets are open after they cancel their participation in the Do-It-For-Me Investor service.

Actual Users may cancel their participation in Do-It-For-Me Investor at any time by completing the cancellation form available online through the Plan web site or by calling AAG at the Plan's existing toll-free customer service number.

B. Set-Up Fee: Included. Set-up services include analyzing features of system parameters of the Plan and the underlying investments, assigning unique portfolio accounts for Actual Users and testing systems environments. If additional set-up services are required, any fees will be separately negotiated.

C. Communication and Ongoing Maintenance Fee: Included. The communication and ongoing maintenance fee includes monitoring the use of Reality Investing, and integrating Reality Investing communications into the Plan's overall communications campaign, including enrollment materials, forms, web site, and group meetings.

At least one mailing to a broad range of Participants regarding Do-It-For-Me Investor may be included in the standard services package for which there is no additional fee.

Standard materials may include a discussion of Reality Investing in enrollment/education materials, on the web site, and/or in personalized Participant materials if the Plan is providing a full payroll data interchange file. Additional or custom Participant communications materials will be used by AAG and may be paid for by AAG, Great-West or the Plan Sponsor, as negotiated on a case-by-case basis. Such additional or custom communications may include targeted marketing techniques based upon participant demographical and/or account data (including but not limited to age, income, deferral rates, current investment elections) to identify participants who may benefit from participation in the Do-It-For-Me Investor service. The participants identified will be targeted for additional solicitations or other marketing efforts designed to educate them regarding the features of the Do-It-For-Me Investor service.

The dedicated representative(s) of the Plan, Plan Sponsor, Great-West and AAG, as applicable, will facilitate communications regarding Reality Investing.

Reporting: On a quarterly basis, AAG shall provide Plan Sponsor with a report on the number of Actual Users enrolled in Reality Investing.

Addition of New Plans: Tax-deferred plans not listed at the top of this Appendix A that are added to Plan Sponsor's program after the Effective Date will not be included in this Agreement, and will be subject to additional fees.

AMENDMENT TO REALITY INVESTINGSM ADVISORY SERVICES AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of _____, 2006, between the COUNTY OF TULARE, referred to herein as the "Plan Sponsor" or the "County", Advised Assets Group, LLC referred to as "AAG", with reference to the following:

RECITALS

- A. Plan Sponsor and AAG entered into that certain Reality InvestingSM Advisory Services Agreement effective as of _____. (the "Agreement").
- B. The parties now desire to revise and amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED:

1. Article 2 of the Agreement is hereby amended by adding the following section at the end of Section 2.1 as follows:

Participants that need assistance on using the web site to enroll into either Investment Advice or Managed Accounts may speak with an AAG Customer Service representative on the telephone by contacting the AAG call center. Participants will not be able to receive actual investment advice from AAG representatives as Investment Advice is a web-based enrollment setup only. Participants that need assistance to enroll into the Managed Accounts service may also contact an AAG Customer Service representative to receive assistance in completing enrollment forms either electronically on the web or to complete the paper enrollment form.

AAG Customer Service representatives are Series 65 licensed as Investment Advisory representatives. The call center is available from 7:30am to 500 p.m. MST and participants have the option to leave a message during business hours. The AAG Customer Service Representatives will be available to educate participants on the different levels of service, answer questions about the service, enroll participants, update the participants account information, and cancel enrollment into the investment service. AAG Customer Service Representatives will facilitate the use of the service via an internal system. The Customer Service Representatives are available to answer questions related to how the service works, the process used, the methodology used, online and written materials, among other things.

2. Article 4, Section 4.1, subsection (f) is hereby deleted in its entirety and replaced and amended as follows:

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

3. The following new section, Section 5.5 is hereby added to the Agreement at the end of Article 5 s as follows:

The Plan Sponsor is subject to “openness in government” laws such as the Brown Act and the Public Records Act. Plan Sponsor will comply with the above-mentioned paragraphs pertaining to confidentiality except to the extent any provisions therein are contrary to open government laws and requirements applicable to Plan Sponsor.

However, prior to any such disclosure pursuant to the “openness in government” laws, the Plan Sponsor will give AAG prior notice of the potential disclosure as soon as reasonably possible.

4. Article 6, Section 6.7 (a) is hereby amended by deleting the first and third paragraphs in their entirety and replaced with the following :

(a) AAG shall hold harmless, defend and indemnify Plan Sponsor, its agents, officers and employees from and against any Liability (as defined below) arising from, or in connection with, the performance or lack thereof by AAG or its agents, officers and employees of its obligations under this Agreement, or breach of fiduciary duty by AAG.

For purposes of this Section 6.7, “Liability” means liability, claims, actions losses, costs and expenses, including reasonable attorney’s fees.

5. The following new Sections are added to the Agreement after Section 6.12 as follows:

6.13 CONFLICT OF INTEREST. AAG agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. These statutes and regulations prohibit a public officer, employee, and certain consultants to government agencies from making government decisions in which the officer, employee or consultant has a financial interest. A violation of these laws can occur if a public officer, employee or consultant, which may include AAG and/or Great-West for this purpose, participates in or attempts to influence a decision of the Plan Sponsor which has the potential to confer a pecuniary benefit on the officer, employee or consultant or any business firm in which the officer, employee or consultant has a financial interest, subject to certain narrow exceptions.

AAG agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws or the presence of a conflict situation, it will immediately inform the Plan Sponsor’s representatives and provide all information

needed for resolution of the issue.

6.14 INSURANCE: Prior to approval of this Agreement by Plan Sponsor, AAG shall file evidence of the insurance required by the County of Tulare as set forth in Exhibit B attached hereto.

6.15 AAG reserves the right to offer certain plans discounted fees or other promotional pricing. AAG agrees that if in the future it reduces its fees for all clients similar to the Plan Sponsor, it will extend those fees to the Plan Sponsor herein.

6.16 ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between AAG and Plan Sponsor as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

6.17 HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

6.18 NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Plan Sponsor:
Tulare County Auditor/Controller
Gary S. de Malignon, Chief Deputy
Tulare County Counsel
2900 West Burrel Avenue
Visalia, California 93291

With A Copy To:
Advised Assets Group, LLC
Beverly Byrne
Chief Compliance Officer
8515 E. Orchard Rd
10T2
Greenwood Village, CO 80111

Phone No.: _____
Fax No.: _____

Phone No.: 800-537-2033 ext 41066
Fax No. 303-737-6544

AAG
Attn: Managing Director
8515 E. Orchard Rd
10T2
Greenwood Village, CO 80111

Phone No. 800-537-2033 ext. 41066
Fax No. 303-737-6544

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this Section.

- 6.19 CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of California Civil Code section 1654 shall not apply to address and interpret any uncertainty.
- 6.20 NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 6.21 GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.
- 6.22 WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- 6.23 EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 6.24 CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
- 6.25 FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to effect the purposes of this Agreement.
- 6.26 ASSIGNMENT:** Unless otherwise provided in this Agreement, Plan Sponsor is relying on the personal skill, expertise, training and experience of AAG, its officers employees and agents, and no part of this Agreement may be assigned without prior written consent of Plan Sponsor.
- 6.27 DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be

split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

6.28 TERMS AND CONDITIONS: Except as provided above, all other terms and conditions of the original Agreement shall remain in full force and effect.

6.29 NEW EXHIBIT B. The new Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement after Exhibit A to the Agreement.

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

COUNTY OF TULARE ("Plan Sponsor")

Date: _____


BY _____
Chairman, Board of Supervisors

ATTEST: BRIAN C. HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare


By _____
Deputy Clerk

ADVISED ASSETS GROUP, LLC ("AAG")

Date: _____

BY 
George Webb
TITLE _____
Manager

Approved as to Form
County Counsel

By 
Gary S. de Malignon, Chief Deputy

**EXHIBIT B
INSURANCE REQUIREMENTS**

AAG shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by AAG, its agents, representatives, employees or subcontractors, if applicable.

A. MINIMUM SCOPE & LIMITS OF INSURANCE

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1, 000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000.

B. SPECIFIC PROVISIONS OF THE CERTIFICATE

1. The Certificate of Insurance for General Liability, Insurance must meet the following requirements:
 - a. Name the COUNTY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.
 - c. NOTIFICATION OF CANCELLATION
All Insurance coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.
2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:
 - a. Waiver of Subrogation. AAG waives all rights against the COUNTY and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

- b. DEDUCTIBLES AND SELF-INSURED RETENTIONS
The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$250,000.

- c. ACCEPTABILITY OF INSURANCE
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than B+ from a company admitted to do business in California, any waiver of these standards are subject to approval by the COUNTY Risk Manager or COUNTY Risk Manager's designee.

- d. VERIFICATION OF COVERAGE
Prior to approval of this Agreement by the COUNTY , the AAG shall file with the Superintendent of the COUNTY, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.