

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.

**AMENDMENT TO THE SERVICE PROVIDER AGREEMENT
(Amendment No. 3)
GROUP #88038-01**

THIS AMENDMENT NO. 3 TO AGREEMENT is entered into as of _____, 2009, between the COUNTY OF TULARE (referred to as "County") and Great-West Life & Annuity Insurance Company (referred to as "Contractor"), and/or any successor, assign or affiliate, with respect to the services to be provided by Great-West Retirement Services®, a unit of Great-West Life & Annuity Insurance Company, to the §457 Deferred Compensation Plan (hereinafter referred to as the "Plan").

The parties previously entered into Tulare County Agreement No. 20799, effective August 1, 2001, whereby Contractor provides services to the County of Tulare Deferred Compensation Plan, herein referred to as "Agreement"; and

The parties also previously entered into Agreement Amendment No. 20799-A, effective June 27, 2006; and

The parties also previously entered into Agreement Amendment No. 20799-B, effective August 12, 2008; and

The parties now desire to revise to the Agreement as provided herein.

ACCORDINGLY, IT IS AGREED:

1. The sixth, seventh and eighth paragraphs of 2.A. of the Agreement, as amended, are hereby deleted and replaced in their entirety with the following new paragraphs:

"Effective July 1, 2009, Contractor agrees to pay the County administrative reimbursement fees (revenue sharing) in the amount of Fifty Five Thousand and Two Hundred Dollars (\$55,200) for the fiscal year July 1, 2009 through June 30, 2010, reduced by 0.30% per annum of assets in the credit union option as of June 1 of the prior fiscal year. In the event that the number of "3121" part-time plan participant accounts total 1,700 or more on June 1, 2009, Contractor and County mutually agree to discuss the revenue sharing amounts to be paid by Great-West for the remainder of the Agreement.

The reimbursement fees are to be paid to the Plan Account in advance of each fiscal year beginning July 1st and prior to June 30 for each new fiscal year, or as administratively feasible after this Amendment No. 3 is executed by both parties thereafter. For the current fiscal year from July 1, 2009 through June 30, 2010, Great West shall pay \$55,200 less 1) the credit union reduction as described above. For fiscal years effective starting July 1, 2010 and thereafter, Great West shall pay \$58,500 less 1) the credit union reduction as described above.

County agrees to cooperate with Great West to encourage plan participants to close out accounts that meet the following conditions: 1) the participant has made no contributions to

the account for two years or longer, 2) the account balance is \$1,000 or less, 3) the participant is no longer an employee of the County, and 4) the participant was a "3121" part-time, temporary or substitute employee who was required to make mandatory contributions so that the plan was used as a FICA substitute for that employee. Participants who have such small accounts will be encouraged in writing to close out their account by transferring the funds to a personal IRA account, or by taking a voluntary distribution. However, in order to insure the integrity of the FICA substitute Plan is not compromised, under no circumstances will 3121 participant be forced to take an involuntary distribution of the account.

2. Paragraph 12 of the Agreement shall be deleted and replaced in its entirety with the following new provision:

"12. NOTICES:

(a) 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:

COUNTY:

With A Copy To:

Rita Woodard
Auditor-Controller/Treasurer-Tax Collector
County Civic Center
221 S Mooney Blvd
County Courthouse Room 101-E
Visalia, Ca 93291-4593
Phone No.: (559) 636-5200
Fax No.: (559) 730-2547

CONTRACTOR:

Executive Vice President, Financial Services
Great-West Life & Annuity Insurance Company
8515 East Orchard Road, 10T2
Greenwood Village, CO 80111

Phone No.: (303) 737-3000
Fax No.: (303) 737-3030

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be 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 by giving written notice pursuant to this paragraph."

3. In all other respects the Agreement shall remain in full force and effect.

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

COUNTY OF TULARE

BY: _____
Chairman, Board of Supervisors
"County"

Date: _____

ATTEST: Jean M. Rousseau
County Administrative Officer/Clerk of the
Board of Supervisors of the County of Tulare

By: _____
Deputy Clerk

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

BY: _____
Charles P. Nelson
President, Great-West Retirement Services
"Contractor"

Date: _____

Approved as to Form County Counsel

By: _____ 7-29-09
Deanne H. Peterson
Chief Deputy County Counsel