

*Monterey County  
457(b) Deferred Compensation Plan  
Group No. 98327-01*

**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.**

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

**AMENDMENT NO. 5  
TO  
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES  
§457(b) Deferred Compensation Plan  
Group No. 98327-01**

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THIS AMENDMENT NO. 5 is entered into by and between Great-West Life & Annuity Insurance Company (“Great-West”), and/or any successor, assign or affiliate, and **Monterey County** (“Plan Sponsor”) with respect to the services to be provided by Great-West to the **Monterey County Deferred Compensation Plan** (hereinafter referred to as the “Plan”).

WHEREAS, Effective April 1, 2008, 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

WHEREAS, Effective June 25, 2013, Great-West and Plan Sponsor entered into Amendment No. 1 to the Agreement (“Amendment No. 1”) to extend the term and modify the fees in the Agreement; and

WHEREAS, Effective November 24, 2014, Great-West and Plan Sponsor entered into Amendment No. 2 to the Agreement (“Amendment No. 2”) to add additional services to the Agreement; and

WHEREAS, Effective February 3, 2017, Great-West and Plan Sponsor entered into Amendment No. 3 to the Agreement (“Amendment No. 3”) to modify fees and revenue sharing in the Agreement; and

WHEREAS, Effective March 8, 2018, Great-West and Plan Sponsor entered into Amendment No. 4 to the Agreement (“Amendment No. 4”) to extend the term through March 31, 2019, and modify the fees in the Agreement; and

WHEREAS, The parties acknowledge that Plan Sponsor has entered into a contract with Nationwide Retirement Services, LLC (“Nationwide”) to provide recordkeeping and communication services (the “Services”) for Plan Sponsor; and

WHEREAS, Great-West and Nationwide will engage in a complex transfer of data in order to transition the Services for the Plan Sponsor from Great-West to Nationwide and the precise date upon which said transition will be completed (“Transition Completion Date”) is yet to be determined, but is tentatively scheduled to occur sometime in July 2019; and

WHEREAS, Great-West and Plan Sponsor agree that it is beneficial to amend the Agreement to extend the term through the Transition Completion Date with no modification to the fee provisions;

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

1. The recitals above are incorporated herein by reference.
2. The Agreement is renewed effective April 1, 2019, and all provisions shall be deemed to have been in effect continuously since that time.

3. Part A of Section 4, "TERM AND TERMINATION," shall be deleted and replaced as follows:  
"This Agreement is effective for the period covering April 1, 2019 through July 31, 2019, or the Transition Completion Date, whichever occurs first."
4. No further notice of termination of the Agreement by Plan Sponsor to Nationwide is required.
5. In the event that the Transition Completion Date extends beyond July 31, 2019, Great-West agrees to a further extension of this Agreement as is necessary to facilitate and complete the transition of services from Great-West to Nationwide and without any modification in fees, as mutually agreed in a writing executed by the parties.
6. In all other respects, the Agreement shall remain in full force and effect. This Amendment No. 5 shall take effect upon the latest date corresponding to the respective signatures below (the "Effective Date").

IN WITNESS WHEREOF, the parties by signing this Amendment No. 5, in duplicate, certify that they have read and understood it, that they agree to be bound by its terms and that they have the authority to sign it. This Amendment No. 5 is not binding on either party until signed by both parties.

**COUNTY OF MONTEREY**

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

\_\_\_\_\_  
*Chairman, Administrative Committee*

By: \_\_\_\_\_  
*Signature of Vice-President*

Dated: \_\_\_\_\_

Daniel A. Morrison  
Senior Vice President  
\_\_\_\_\_  
*Printed Name and Title*

***Approved as to Fiscal Provisions:***

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Deputy Auditor/Controller*

Dated: \_\_\_\_\_

***Approved as to Form:***

\_\_\_\_\_  
*Deputy County Counsel*

Dated: \_\_\_\_\_