

Great-West Life & Annuity Insurance Company

AMENDMENT NO. 2
TO
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES
§457(b) Deferred Compensation Plan
Group No. 98327-01

THIS AMENDMENT NO. 2 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 2, 2013, Great-West and Plan Sponsor entered into Amendment No. 1 to the Agreement ("Amendment No. 1") to renew the Agreement for a new term, and regarding fee modification in the Agreement; and

WHEREAS, Great-West and Plan Sponsor agree that it is beneficial to amend the Agreement to add additional services;

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. Section 6.B. "Qualified Domestic Relations Order Review Guidelines" of the Agreement shall be deleted and replaced in its entirety with the following new provisions:

"B. General Requirements

This Section B. describes certain services under which Great-West will process Participant requests without obtaining Plan Sponsor signature or other specific approval. In doing so, Great-West will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Agreement will act as a one-time, blanket instruction and approval by Plan Sponsor for Great-West to process all Participant requests that meet the stated criteria.

In order to receive the enhanced, signatureless services detailed in this Section B., Plan Sponsor must utilize the Plan Service Center (PSC) and must provide all necessary information in a Payroll Data Interchange (PDI) file. Plan Sponsor must also provide any additional information or instructions as required by, and in a form acceptable to, Great-West. In addition, in most cases, Great-West must be the sole recordkeeper for the Plan. If at any time Plan Sponsor does not meet these general requirements, or does not meet the specific requirements of any service described in this Section B., Great-West shall not be responsible to continue to provide such service.

B.1 Beneficiary Recordkeeping

Plan Sponsor affirms that the Plan allows web-initiated beneficiary designations. Plan Sponsor hereby instructs and authorizes Great-West to accept, maintain and file, without Plan Sponsor's further approval, beneficiary designations received by Great-West in good order and in a manner acceptable to Great-West. Upon request, Plan Sponsor agrees to provide Great-West with any and all beneficiary information filed with the Plan by Participants prior to the Effective Date.

Plan Sponsor shall provide Great-West with instructions regarding any Plan requirements as to spousal consent for beneficiary designations. If there are any such requirements, Plan Sponsor instructs Great-West to rely on the marital status specified by the Participant on the beneficiary designation form, and to obtain spousal consent, when applicable. If a beneficiary designation requires spousal consent, such designation may be made only by paper form.

Plan Sponsor agrees to review and sign each death benefit claim form. In the event Plan Sponsor submits a signed death benefit claim form for a claimant other than the beneficiary on file with Great-West, if any, Great-West will return the form to Plan Sponsor for further instructions.

B.2 Qualified Domestic Relations Orders (QDRO)

Plan Sponsor's approved model form of QDRO for the Plan is attached to this Agreement. Plan Sponsor hereby instructs and authorizes Great-West to treat as qualified each QDRO received by Great-West in good order using the model QDRO form, or a form that is similar in all material respects to the model QDRO form. Plan Sponsor instructs Great-West to process the QDRO, without Plan Sponsor's further approval, by establishing a separate account for the Alternate Payee or making a lump sum distribution to the Alternate Payee. Plan Sponsor instructs Great-West to send a copy of each QDRO confirmation or rejection letter to Plan Sponsor.

Plan Sponsor further instructs Great-West to process, without Plan Sponsor's further approval, all requests, received in good order and in a manner acceptable to Great-West, for distributions from Alternate Payee accounts established before or after the Effective Date. Plan Sponsor instructs Great-West to calculate any Alternate Payee's QDRO amount based solely on the Participant's account records on Great-West's recordkeeping system, and to reject any QDRO that specifies a valuation date prior to the Effective Date.

If the Alternate Payee's awarded share exceeds the value of the Participant's core investment account(s) under the Plan, Great-West shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the SDB into the core investment options, to enable the processing of the QDRO. If the Participant fails to transfer the necessary amount within fifteen (15) Business Days of the date of the notification, and if the necessary amount is available in the SDB money market, Plan Sponsor instructs Great-West to transfer such amount into the Designated Investment Option. If there are insufficient available funds in the SDB money market, Plan Sponsor instructs Great-West to notify the SDB provider to liquidate all of the Participant's SDB investments and to transfer the entire amount into the Designated Investment Option.

Plan Sponsor agrees to make determinations with respect to any orders received that are not materially similar to the model QDRO form for reasons other than the inclusion of a valuation date that precedes the Effective Date.

B.3. Distributions Due to Unforeseeable Emergencies

Plan Sponsor hereby instructs and authorizes Great-West to process, without Plan Sponsor's further approval, all Participant requests, received in good order and in a manner acceptable to Great-West, for distributions due to unforeseeable emergency resulting in a severe financial hardship to the Participant or Beneficiary that cannot be alleviated by any other means available to the Participant. Great-West shall only process such requests if they meet the safe harbor defined in the Treasury Regulations, as described below. Plan Sponsor further instructs Great-West to rely on any and all representations made by a Participant in a request. The following situations shall qualify for a distribution under this section:

1. An illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B));
2. Loss of the Participant's or Beneficiary's property due to casualty;
3. The following extraordinary and unforeseeable circumstances, if they arise as a result of events beyond the control of the Participant or Beneficiary:
 - a) The imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence;
 - b) The need to pay for medical expenses, including nonrefundable deductibles, as well as the cost of prescription drug medication; and
 - c) The need to pay for the funeral expenses of a spouse or a dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B)) of Participant or Beneficiary.

Except in extraordinary circumstances, the following are examples of situations that shall NOT qualify for a distribution under this section:

- i. Purchase of real estate;
- ii. Payment of college tuition;
- iii. Unpaid rent or mortgage payments, except in the event of imminent foreclosure or eviction;
- iv. Unpaid utility bills;
- v. Loan repayments;
- vi. Personal bankruptcy (except when resulting directly and solely from illness, casualty loss or other similar extraordinary and unforeseeable circumstances beyond the Participant's or Beneficiary's control);
- vii. Payment of taxes, interest or penalties; or
- viii. Marital separation or divorce.

Plan Sponsor will make determinations with respect to any unforeseeable emergency distribution request that does not clearly fall within the guidelines set forth above.

In the event of any changes to applicable law, including the safe harbor defined in the Treasury Regulations, Great-West may revise this authorization and instruction from time to time and without further notice to Plan Sponsor. This authorization and instruction shall remain in effect until revoked by either party.

In order to receive this service, Plan Sponsor must also utilize Great-West's beneficiary recordkeeping and deferral recordkeeping services.

For each Participant receiving an unforeseeable emergency distribution, Plan Sponsor instructs Great-West to notify Plan Sponsor to suspend elective deferrals for the period required by the Plan, if any. Great-West is instructed to deny any request where the unforeseeable emergency event occurred prior to the Effective Date, or more than one year prior to the date the request is received. Great-West may contact Plan Sponsor for direction when unusual situations arise. For each request that is denied or that cannot be processed due to its failure to satisfy an unforeseeable emergency event, Plan Sponsor instructs Great-West to notify the Participant to contact Plan Sponsor if the Participant wishes to appeal the determination.

B.4. Online Enrollment

Plan Sponsor hereby instructs and authorizes Great-West to allow online enrollment. Once the PDI file is transmitted, Plan Sponsor instructs Great-West to issue a Personal Identification Number to every eligible employee, allowing enrollment in the Plan through the website.

B.5. Distributions Due to Severance from Employment for Reasons Other than Death or Disability

Plan Sponsor hereby instructs and authorizes Great-West to process, without Plan Sponsor's further approval, Participant requests for distribution due to severance of employment for any reason other than death or disability, provided such requests are received in good order and in a manner acceptable to Great-West.

In order to receive this service, Plan Sponsor must also utilize Great-West's vesting tracking service, if the Plan has a vesting schedule. If Plan Sponsor has not provided a Participant's termination date or other required information, Plan Sponsor instructs Great-West to route the request to Plan Sponsor for approval before processing the distribution. For spousal consent purposes, Plan Sponsor instructs Great-West to rely on the marital status specified by the Participant in the request form.

B.6. Loans

If loans are available under the Plan, Plan Sponsor agrees that all loans shall be account reduction loans repaid by payroll deduction and shall be consistent with the loan policy and the procedures established by Great-West from time to time. Plan Sponsor instructs and authorizes Great-West to process, without further Plan Sponsor approval, Participant loan requests submitted through a form acceptable to Great-West or through the website. Principal residence loan requests must be submitted on a paper form with supporting documentation. In order to receive this service, Plan Sponsor must also utilize Great-West's vesting tracking service, if the

Plan has a vesting schedule. If the Plan requires spousal consent for loans, the request must be submitted on a paper form.”

2. Section 11. “Compensation” of the Agreement shall be amended to include the following sub-sections:
 - “G. Loan Fees – A \$60.00 loan origination fee will be deducted from the amount of each loan processed. In addition, a \$35.00 annual maintenance fee per loan will be deducted from the Participant’s account in the amount of \$8.75 per quarter.
 - H. QDRO Fees – For each QDRO reviewed and processed, Great-West will charge a fee of \$250.00 to the Participant and/or Alternate Payee as specified in the Plan’s approved model QDRO. The Participant’s portion of the fee will be deducted from the Participant’s account balance, and the Alternate Payee’s portion of the fee will be deducted from the Alternate Payee’s account or from the lump sum distribution, as applicable.”
3. In all other respects, the Agreement shall remain in full force and effect.
4. This Amendment No. 2 shall 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. 2, 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. 2 is not binding on either party until signed by both parties.

COUNTY OF MONTEREY

*Great-West Life & Annuity Insurance
Company*

Contracts/Purchasing Officer

By: _____
Signature of Vice-President

Dated: _____

Brent Neese
Vice President, Government Markets

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

Plan Sponsor's approved model form of Qualified Domestic Relations Order ("QDRO")

This is a Model Qualified Domestic Relations Order ("Model QDRO") that has been preapproved by Great-West for use by the Plan for outsourced Qualified Domestic Relations Order ("QDRO") services. Although this Model QDRO conforms with Federal QDRO requirements, it may need to be revised for state and/or local law and/or the specific requirements of the Plan itself. Further, the format of the Qualified Domestic Relations Order may vary depending upon the rules of the court in which the Participant obtains the Domestic Relations Order. For these reasons, this Model QDRO should be used only by the Plan after consultation with the Plan's counsel. Any revisions to the Model QDRO must be submitted to Great-West for approval for use with our outsourced QDRO services. Nothing contained in this Model QDRO shall be construed as tax or legal advice.

It is recommended that a proposed version of this order be submitted to Great-West with the body of the order filled in prior to entry of this order for purposes of your obtaining Great-West's preapproval of the proposed order.

Proposed and entered orders should be remitted to the Plan Recordkeeper as follows:

Great-West Retirement Services®
P.O. Box 173764
Denver, CO 80217-3764
Fax # (866) 745-5766

.....COURT, CITY OF, COUNTY OF

STATE OF

IN RE THE MARRIAGE OF:

.....

No.

Petitioner,)
and)
Respondent

QUALIFIED DOMESTIC RELATIONS ORDER

AND NOW, this _____ day of _____, 20___, based on the findings set forth below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Parties:** The parties hereto were husband and wife, and a divorce action is in this Court at the above number. This Court has personal jurisdiction over the parties. The parties were married on _____ and divorced on _____.

2. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" are:

- a. Name: _____
- b. SSN: _____
- c. Address: _____
- d. Date of Birth: _____

3. **Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" are:

- a. Name: _____
- b. SSN: _____
- c. Address: _____
- d. Date of Birth: _____

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the Plan Administrator and/or Recordkeeper of any changes in mailing address subsequent to the entry of this Order.

4. Plan Name. The name of the Plan to which this Order applies is the **Monterey County Deferred Compensation Plan**, (hereafter referred to as "Plan").

Any changes in the Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

5. Effect of this Order as a Qualified Domestic Relations Order: This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 457 of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code.

6. Pursuant to State Domestic Relations Law: This Order is entered pursuant to the authority granted in the applicable domestic relations laws of _____.

7. Provisions of Marital Property Rights: This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.

8. Amount of Alternate Payee's Benefit: This Order assigns to the Alternate Payee an amount equal to [choose either option 8A1 or 8A2 below]:

8A1 \$_____ of the Participant's Total Account Balance under the Plan as of the date this Order is processed.

OR

8A2 \$_____ (dollars and cents) or _____% (percent)] of the Participant's Total Account Balance accumulated under the Plan as of _____ (or the closest valuation date thereto). The Alternate Payee's benefit herein awarded shall be credited with any investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of transfer of the Alternate Payee's share to the Alternate Payee.

(Note to drafting attorney: The Plan's current recordkeeper is not able to determine the value of the Participant's account balance and any investment earnings and/or losses prior to _____. The parties will need to arrive at a dollar figure or percentage of benefits payable to the Alternate Payee as of a date that is no earlier than _____. The Plan's current recordkeeper can determine the account value and calculate any earnings and/or losses from _____ through the date assets are transferred or distributed to the Alternate Payee. Keep in mind that if you must adjust the valuation date forward and a percentage is awarded to the Alternate Payee in this section, you should consider whether to adjust the Alternate Payee's awarded percentage to account for any additional contributions (and any gains/losses accruing thereon) made by or for the Participant to the account after the originally intended valuation date.)

Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant's account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with the Participant. Such Total Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions.

The Alternate Payee's portion of the benefits described above shall be allocated on a pro rata basis first from all of the core accounts and/or core investment options maintained under the Plan on behalf of the Participant other than life insurance or Self-Directed Brokerage ("SDB"), if any. The Plan shall redeem amounts from a life insurance contract, if any, issued for the Participant under the Plan only to the extent necessary to obtain the amount that this order awards to the Alternate Payee. If there are any SDB investments, and if the balance in the core investments is insufficient to satisfy the judgment, Participant must initiate a transfer of the amount needed to satisfy the judgment from the SDB into the core investments. If participant fails to initiate such a transfer, or if the transfer is insufficient to satisfy the judgment, one hundred percent (100%) of the SDB Money Market Fund will be transferred to the core investments. If the balance is still insufficient to satisfy the judgment, the entire SDB account may be liquidated and transferred to the core investments.

Unless the Alternate Payee elects an immediate lump sum distribution by the Plan at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established proportionately in the same core investment options as the Participant account. Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. Alternate Payee's account shall experience gains and or losses according to the investment experience of the investment options in which Alternate Payee's share is invested.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects on an appropriate form, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.
11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.
12. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
 - a. to provide any type or form of benefits or any option not otherwise provided under the Plan;
 - b. to provide increased benefits to the Alternate Payee;
 - c. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or
 - d. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.
14. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan may reasonably require from such parties.

15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time, and that the Plan shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.

 In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, if the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Plan within ten (10) days of receipt.
18. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.
20. **Fee:** A processing fee of \$250.00 shall be charged one-half (\$125.00) against the Alternate Payee's share/account and one-half (\$125.00) against the Participant's remaining account. In the event that the Alternate Payee is awarded 100% of the Participant's account balance as of the date this Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account/share. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

BY THE COURT:

.....
 JUDGE

.....
 Petitioner

.....
 Respondent