

RENEWAL AND AMENDMENT NO. 1
OF
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES
BETWEEN
COUNTY OF MONTEREY &
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

WHEREAS, Great-West Life & Annuity Insurance Company (with services provided by Great-West Retirement Services®, a unit of Great-West Life & Annuity Insurance Company) ("Great-West") and the County of Monterey, a political subdivision of the State of California ("Employer"), previously entered into an agreement dated April 1, 2008, for recordkeeping and communication services for Employer ("Agreement") with respect to the Monterey County Deferred Compensation Plan (see Attachment A); and

WHEREAS, the Agreement's term was from April 1, 2008, through March 31, 2013; and

WHEREAS, Employer and Great-West wish to renew the Agreement effective April 1, 2013 and amend the terms of the renewed Agreement;

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, Employer and Great-West make this Renewal and Amendment No. 1 of Agreement for Recordkeeping and Communication Services ("Renewal and Amendment No. 1") by amending the Agreement as follows:

1. The Agreement is renewed effective April 1, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.;
2. Part A of Section 4, "TERM AND TERMINATION," shall be deleted and replaced with: "This Agreement is effective for the period covering April 1, 2008, through March 31, 2018.";
3. Section 11, "COMPENSATION" shall be amended by changing references to 0.15% to 0.10%.";
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement;
5. A copy of this Renewal and Amendment No. 1 shall be attached to the Agreement.

[Signature Page to Follow]

[Signature Page to Renewal and Amendment No. 1 of Agreement for Recordkeeping and Communication Services]

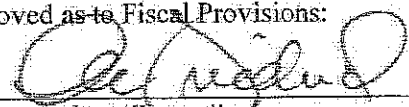
IN WITNESS WHEREOF, Employer and Great-West execute this Renewal and Amendment No. 1 as follows:

COUNTY OF MONTEREY



Contracts/Purchasing Officer

Dated: 6/25/13

Approved as to Fiscal Provisions:


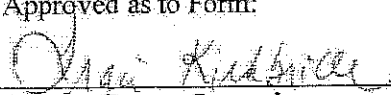
Deputy Auditor/Controller

Dated: 6/4/13

Approved as to Liability Provisions:
N/A

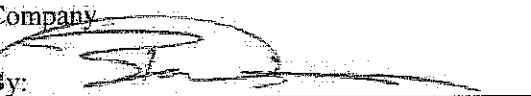
Risk Management

Dated: —

Approved as to Form:


Deputy County Counsel

Dated: 5-14-13

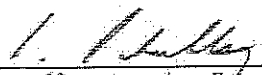
Great-West Life & Annuity Insurance
Company
By: 

Signature of Chair, President, or Vice-President

Brent Neese
Vice President, Government Markets

Printed Name and Title

Dated: 5.6.13

By: 

*(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)**

Richard Schultz, SVP General Counsel &

Printed Name and Title Secretary

Dated: May 13, 2013

*INSTRUCTIONS: If Great-West is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Great-West is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Great-West is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.

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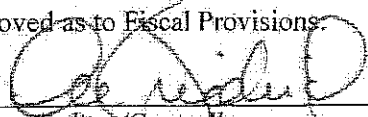


Contracts/Purchasing Officer

Dated:

6-25-13

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated:

6/4/13


Approved as to Liability Provisions:

N/A

Risk Management

Dated:

Approved as to Form:



Deputy County Counsel

Dated:

5-14-13

Great-West Life & Annuity Insurance Company

By: 


Signature of Chair, President, or Vice-President

Brent Neese
Vice President, Government Markets

Printed Name and Title

Dated:

5.6.13

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Richard Schultz, SVP General Counsel &

Printed Name and Title Secretary

Dated: May 13, 2013

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