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DEFERRED COMPENSATION PLAN RECORDKEEPING AND COMMUNICATION SERVICES AGREEMENT

This Recordkeeping and Communication Services Agreement ("Agreement") is made as of the 1st day of November 2007, by and between Great-West Life & Annuity Insurance Company (hereinafter "Great-West"), with services provided by Great-West Retirement Services® a division of Great-West, and the County of Santa Barbara, a political subdivision of the State of California (hereinafter "Employer").

RECITALS

WHEREAS, Employer has established and maintains for the benefit of its eligible employees two (2) deferred compensation plans that are designed to comply with the qualification standards of Section 457 of the Internal Revenue Code (hereinafter the "457 Plan" and the "Social Security Replacement 457 Plan") and the 401(a) Plan for its eligible employees in accordance with Section 401(a) of the Internal Revenue Code (hereinafter the "401(a) Plan") (and hereinafter collectively referred to as the "Plan" or "Plans");

WHEREAS, Employer is the sponsor for the Plan, with responsibility to obtain investment alternatives and services for employees participating in the Plan, and the Employer further serves as the Plan Administrator and a fiduciary with respect to the Plan;

WHEREAS, Employer desires to contract with Great-West in connection with the recordkeeping, communication and other services provided to the Plan;

WHEREAS, Great-West desires to provide the recordkeeping, communication and other such services subject to the terms and conditions set forth herein as a directed, nondiscretionary service provider as outlined in this Agreement and as directed by Employer in compliance with all applicable federal, state and local laws and regulations;

WHEREAS, the County of Santa Barbara has placed all 457 and 401(a) Plan assets into trust as required by Code Sections 457(g) and 401(a). All plan assets shall remain in trust for the exclusive benefit of participants and beneficiaries, and

WHEREAS, Great-West provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, form processing, and benefit disbursement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. DESIGNATION

Employer designates Great-West as the exclusive recordkeeper for the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to the Agreement and assets in the Plan deposited with the trust. The general functions to be performed by Great-West include but are not limited to:

- (A) allocation in accordance with participant direction of individual accounts to investment options offered by the Plan;

- (B) maintenance of individual accounts for participants reflecting the amounts of deferred income, gain, or loss credited, and amounts disbursed as benefits;
- (C) provision of periodic reports to Employer and participants of the Plan's investment performance and individual account balances;
- (D) communication to participants of information regarding their options and elections under the Plan. Great-West shall provide educational and communication services to all participants in the Plan as prescribed under this Agreement. Great-West shall present workshops to participants outlining programs and provide assistance in education and communication prescribed under this Agreement. Great-West shall report in writing to Employer, in a format approved by Employer, an update on all funds and education and communicated materials related to participants, including attendance at on-site meetings. Employer shall retain the ultimate right of approval or disapproval of the performance report, but agrees it will only do so after communication with Great-West. Employer shall reserve the right to audit and verify all information supplied it by Great-West; and
- (E) disbursement of benefits as paying agent for Employer or the trust in accordance with terms of the Plan.

2. ADOPTION OF TRUST

Employer has adopted a trust agreement with respect to each Plan and agrees that operation of the Plan and investment, management and disbursement of amounts deposited in the trust shall be subject to the Plan and the trust agreement, as they may be amended from time to time.

3. CERTAIN REPRESENTATIONS, WARRANTIES, and COVENANTS

Great-West represents and warrants to Employer that:

1. Great-West is a corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.

Great-West covenants with Employer that:

2. Great-West shall recordkeep the Plan in accordance with the terms of this Agreement and in compliance with the requirements for qualified plans and eligible deferred compensation plans under the applicable sections of the Internal Revenue Code. Employer is solely responsible for the qualified and eligible status of the Plans.

Employer represents and warrants to Great-West that:

3. Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which Employer is bound or to which it is a party.

4. COMPLETE AGREEMENT

This Agreement and its exhibits and attachments shall constitute the complete and full understanding and sole agreement between Great-West and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California laws.
2. Terms of the Plan document and trust agreement.
3. Terms and conditions as contained in this Agreement.
4. Great-West email dated June 7, 2007 concerning pricing and plan options, as attached hereto as Exhibit **K**.
5. Great-West proposal clarification document dated May 4, 2007 concerning various plan options, as attached hereto as Exhibit **J**.
6. Great-West's April 30, 2007 finals presentation, as attached hereto as Exhibit **I**.
7. Great-West's proposal dated January 23, 2007, as attached hereto as Exhibit **L**.

5. TERM

The term of this Agreement will begin on November 1, 2007 and remain in effect for an initial period through December 31, 2012, with an option for renewal for an additional five (5) year period through December 31, 2017 unless either the Employer or Great-West provides ninety (90) days written notice to terminate prior to the expiration of the period. However, this Agreement may be terminated by Employer or Great-West with or without cause in the event that either Employer or Great-West makes a good faith determination that this Agreement or its obligations hereunder are no longer feasible or reasonable in light of circumstances then existing. Either party may terminate this Agreement at any time prior to the expiration of the contract term upon ninety (90) days advance written notice of such termination to the other party at the addresses specified in Section 31.

6. INVESTMENT OPTIONS

Great-West agrees to accept Plan funds for investment in the investment options or such other options as mutually agreeable to the parties. Great-West's investment platform features "open architecture." This investment flexibility allows Employer to select the investment options offered, or if Employer prefers, select its own investment option choices, assuming mutual agreement between Employer and Great-West is reached.

A. The following provisions will apply to the mutual funds/other products:

1. The investment options made available to Plan participants may have additions, eliminations, and substitutions upon agreement by the parties during the term of the contract. Dividends will be reinvested in accordance with the terms of each investment provider's prospectus.
2. Investment Management or other underlying fund charges may be imposed by the underlying investment option. These charges will be disclosed in the underlying fund prospectus, group annuity contract or other applicable approved document. Any operating expenses of the underlying fund would be separate from any fees or charges described in this Agreement.

- B. Participants will be permitted to change their investment options as often as they wish subject to the terms of the Agreement or applicable state and federal laws; however, participants shall be subject to any applicable restriction, penalty, fee or charge imposed by the underlying fund for such change.
- C. Employer acknowledges the following: The underlying funds, available as investment options under the Plan, are not intended as vehicles for short-term trading. Excessive exchange activity may interfere with portfolio management and may have an adverse effect on all shareholders. The underlying funds expressly reserve the right to curtail such short-term trading activity. These policies can be found in the underlying fund prospectuses. Employer acknowledges that in the event that excessive or abusive exchange activity in an underlying fund is detected by the investment provider, Great-West may take action, as directed by the investment provider and consistent with the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies attached as **Exhibit C** to this Agreement, including restricting or suspending any or all participants from internet, phone, facsimile or other electronic investment option transfer privileges.
- D. Employer's investment arrangement with Great-West provides for the offering of a Self-Directed Brokerage Account ("SDBA") option. Provided Great-West's Letter of Instruction Regarding Self-Directed Brokerage Account, the Self-Directed Brokerage Provider's plan application, SDBA Provider's investment restriction form and any other documents required by SDBA provider (collectively "SDBA Provider Documents") have been executed, the SDBA shall be available to the Plan and record kept according to Great-West's Self-Directed Brokerage Account Option Policies and Procedures attached as **Exhibit D** to this Agreement.

Employer designates the trustee under the trust identified in the Recitals section of the Agreement to serve as trustee in connection with the SDBA established with Schwab (the "SDBA Trustee"). Schwab will designate the SDBA Trustee as the holder of legal title to the assets of the SDBA.

Employer agrees that all fees, charges and other expenses assessed by Schwab in connection with any SDBA shall be deducted, as applicable, from each participant's SDBA. Great-West shall bear no responsibility whatsoever for these fees, charges or expenses.

Great-West reserves the right to assess an annual fee of \$50.00 per participant per plan for transaction processing services as set forth in Great-West's SDBA Policies and Procedures attached. This fee is not subject to change during the initial term of the Agreement, if applicable.

The SDBA will be by separate agreement of the Employer and the SDBA Trustee. Fees and charges related to the SDBA are in addition to the compensation for administrative services as provided in Section 12.

7. PLAN ADMINISTRATION

A. ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES

Great-West agrees to:

1. Establish an account for each participant;

2. Post and credit the amounts sent by Employer to the accounts of participants in accordance with the latest instructions on file with Great-West;
3. Provide participants written communication, detailing changes in the Plan;
4. Conduct group presentations periodically for employees of Employer to explain the Plan. Employer agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. Great-West agrees that qualified personnel will be made available periodically to discuss the Plan with individual employees of Employer;
5. Process, or arrange to have processed, the enrollment of eligible employees who elect to participate in the Plan. Employer hereby instructs Great-West to allow participants to enroll online and agrees to utilize the Plan Service Center (“PSC”) and to provide a full Payroll Data Interchange (“PDI”) file with a listing of all employees and required information as requested from time to time in order to utilize this service. Once the PDI file is transmitted, Employer instructs Great-West to issue a PIN to every eligible employee allowing enrollment in the Plan through the website or the voice response unit (“VRU”);
6. Provide specific portions of informational and promotional material pursuant to the Plan for distribution to employees of Employer, subject to approval of such material by Employer, such approval may not be unreasonably withheld. Employer agrees to allow and facilitate the periodic distribution of such material to employees in an electronic (web-based) format. An adequate number of printed versions shall also be provided to Employer for distribution to employees, including those who may not have ready access to Internet services. Electronic enrollment will be made available to the extent possible and agreed upon;
7. For the County of Santa Barbara on-site services, Great-West will staff one dedicated (exclusive?) local Education Counselor and will be supported by the Regional Director and Western Region Vice President;
8. The local service representative assigned to the Employer’s account will hold a minimum of the NASD Series 6/63 designation and the proper State Life/Variable Licenses; and
9. Conduct onsite annual individual and group enrollment/education meetings for employees beginning on the effective date of this Agreement. For each full contract year, Great-West will commit to the following. Partial contract years shall be adjusted on a prorata basis:

Minimum number of one hour group meetings	50 at a minimum
Minimum number of ½ hour individual meetings	750 at a minimum
Minimum number of on-site service hours, including training and scheduled hours off-site	1,840 at a minimum
Minimum number of on-site service days	230 days

Employer may adjust these numbers as appropriate but any increase in minimum amounts required must be mutually agreed upon by Employer and Great-West.

At the conclusion of each group workshop, Great-West will provide surveys to assess the success of the educational workshops. In the event customization of these surveys is required by Employer, cost for such customization if any shall be mutually agreed upon by Employer and Great-West.

B. QUALIFIED DOMESTIC RELATIONS ORDER REVIEW GUIDELINES

Employer's approved model forms of the Qualified Domestic Relations Order ("QDRO") are attached for the 457 and 401(a) Plans to this Agreement as **Exhibit A**. Employer hereby approves and instructs 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 materials respects to the model QDRO form. Great-West is instructed to process the QDRO, without Employer signature, by establishing a separate account for the Alternate Payee or making a lump sum distribution to the Alternate Payee if elected by the time the QDRO is processed. Employer instructs Great-West to send a copy of each QDRO confirmation or rejection letter to Employer, at the address indicated in Section 31.

Great-West is further instructed to process distribution requests received in good order, and in a manner acceptable to Great-West, from Alternate Payee accounts approved prior the effective date of this Agreement. Employer 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 date Great-West began providing recordkeeping services to the Plan.

C. CUSTOMIZED PRE-MIXED PORTFOLIOS

Employer engaged Arnerich Massena & Associates, Inc. to design specific asset allocation investment model portfolios ("Target Aged Based Pre-Assembled Portfolios") for the Plan based upon the investment options available under the Plan. Participants may elect to invest their individual accounts according to a Portfolio based upon their anticipated year of retirement. Employer may periodically direct that each participant's individual account invested in a Pre-Assembled Portfolio be rebalanced to the asset allocation investment option mix for the Pre-Assembled Portfolio. Employer may add or remove a Portfolio or change the investment option mix of a Pre-Assembled Portfolio once per year without additional cost. Employer agrees to instruct Great-West to transfer the retired Target Aged Based Pre-Assembled Portfolio to the Retirement Fund as each Target Aged Based Pre-Assembled Portfolio reaches the target retirement date.

Great-West agrees to create and administer the Pre-Assembled Portfolios for use by the Plan according to the allocation of each Pre-Assembled Portfolio as set and approved by Employer (initially and changed from time to time) in writing to Great-West and according to the Target Aged Based Pre-Assembled Portfolios Operating Document attached to this Agreement as **Exhibit B**, as amended from time to time. Great-West will provide recordkeeping support for **up to six (6) Pre-Assembled Portfolios**. Upon written direction from Employer, Great-West will add or delete a Pre-Assembled Portfolio or change the investment option mix of a Pre-Assembled Portfolio to the investment mix prescribed by Employer to adjust the asset allocation to the target retirement date for each particular Pre-Assembled Portfolio. In addition, Great-West will provide information to participants regarding the available Pre-Assembled Portfolios. Upon written direction from Employer, Great-West will perform, no more frequently than once each calendar quarter, investment transfers among and between the investment options to rebalance each participant's individual account to the asset allocation investment option mix of the Pre-Assembled Portfolio elected by the participant.

Employer hereby instructs and approves Great-West to assess an additional management fee of _____% per annum on a daily basis in the calculation of the unit values each day for each Pre-Assembled Portfolio based upon its agreement with Arnerich Massena & Associates, Inc. to manage the Pre-Assembled Portfolios. Great-West is hereby directed by Employer to remit such management fee collected each calendar quarter to Arnerich Massena & Associates, Inc. within sixty (60) days after the last day of each calendar quarter.

Employer understands and agrees that: (a) Great-West's support of the Plan's Pre-Assembled Portfolios is ministerial in nature; (b) Great-West does not provide investment advice to the Plan or the Plan's participant; and (c) Great-West will not address participant questions relating specifically to the selection of investment options within the Pre-Assembled Portfolios and may direct such participant questions to Employer or its designee.

D. DEFERRALS

Contributions sent directly online to Great-West's recordkeeping system (currently called the "Plan Service Center") and processed by 12:00 Midnight Mountain Time will be allocated effective the next Business Day (at that Business Day's unit value). If contributions are processed via the Plan Service Center after 12:00 Midnight Mountain Time, they will be effective two (2) Business Days thereafter. Funds must be sent via Automated Clearinghouse (ACH) within the Plan Service Center system functionality. The term "Business Day" is defined as any day, and only for as many hours as, the New York Stock Exchange is open.

Employer initially designates an investment option (the "Designated Investment Option") for amounts received from participants, including contributions, transfers and direct rollovers, without complete allocation instructions. The initial Designated Investment Option shall be the Target Age Based Pre-Assembled Portfolio (based on the participant deeming age 65 as the year of retirement). This designation shall remain in effect until Employer has designated a new investment option. Such amounts will be deposited and held in the Designated Investment Option until complete allocation information has been received from participants in good order at its Home Office in Greenwood Village, Colorado. Once complete allocation instructions have been received, participant allocation instructions will be updated on the system for future contributions. Funds deposited into the Designated Investment Option will remain invested therein until the participant initiates transfer instructions via the automated voice response system, Internet, or client service representative.

Employer agrees to furnish to Great-West on a timely basis such information as is necessary for Great-West to carry out its responsibilities as recordkeeper under this Agreement, including information needed to allocate individual participant accounts to funds under the Plan, and information as to the employment status of participants, participant ages, addresses and other identifying information (including tax identification numbers), subject further to the terms of the Plan. Great-West shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of Employer (as determined by Employer) or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and Great-West shall not be responsible for any error arising from its reliance on such information. Great-West will provide Employer with account information in reports, statements or accountings.

E. REPORTS

Great-West agrees to provide to Employer the following reports:

Employer Statement of Account	Quarterly*
Activity Reports	Daily
Summary by Investment	Daily
Web Activity	Annual
Automated Telephone Transactions Report	Annual
Comprehensive Plan and Fund Review	Annual
Revenue Accounting Report	Quarterly

* The quarterly Employer Statement of Account is to be provided no later than thirty (30) Business Days after each calendar quarter end, or within ten (10) Business Days after receipt of information in good order from third party sources, whichever is later, in conformance with the service standards set forth in Section 11 of this Agreement.

In addition, Great-West will provide reports detailing all education and communication activity including the number of group and individual sessions conducted during the year, and the number of participants attending sessions on each educational topic.

F. ADMINISTRATION OF LOANS

Loans are permitted under the Plan. Employer agrees that all loans shall be account reduction loans repaid by payroll deduction and consistent with the loan policy and the procedures established by the recordkeeper from time to time. Employer instructs Great-West to process Participant loan requests, without Employer's authorization submitted through a form acceptable to Great-West or through the website if Employer provides Great-West with Participant information in a full PDI file and up-to-date full service vesting information electronically. Home loans will be routed to the Employer for its authorization. Participants will be subject to the fees in the loan documents.

G. ADJUSTMENTS

Great-West shall not be responsible for any acts or omissions of any person other than Great-West, its affiliates and each of their agents and employees in connection with the recordkeeping services it provides under this Agreement.

If, as a direct result of an error made by Great-West, a loss is incurred by a Plan participant (or a gain was not received), Great-West will adjust the participant's account retroactively according to the following policy:

1. For transactions that are confirmed in writing, if Great-West is notified within ninety (90) days following the confirmation date, Great-West will correct the transaction and the participant's account will be made whole at Great-West's expense; and
2. For transactions that are reflected on quarterly statements only, if Great-West is notified within ninety (90) days following the receipt of the quarterly statement, Great-West will correct the transaction and the participant's account will be made whole at Great-West's expense.

However, should errors not be identified within ninety (90) days of the statement date or if the error(s) have been made by the participant, Employer or other third party, the

error(s) will be corrected and be made effective retroactively solely at the discretion of Great-West.

H. Code Section 457(b) Sample Plan Document and Adoption Agreement

Great-West will offer a sample Plan document, an adoption agreement and Plan document amendments required by changes in applicable laws and regulations will be available prior to the date required through a document vendor.

I. Code Section 401 Plan Document

Great-West will offer, through a document vendor, a model Plan document, an adoption agreement, and any Plan document amendments that may be required due to changes in applicable laws and regulations, prior to the date required.

8. PARTICIPANT SERVICES

- A. Great-West will provide a toll-free Voice Response System telephone number, which shall be operative 24 hours per day, 7 days per week (less normal maintenance time and time allotted for system upgrades). Customer Service Representatives will be available from 6:00 am to 5:00 pm Pacific Time each business day. Using the toll-free number, participants may obtain information and conduct transactions for participant accounts. Employer authorizes Great-West to honor instructions, which may be submitted by participants pursuant to their personal identification number (PIN) using the toll-free number, either via the Voice Response System ("VRU") or through a live representative.
- B. Employer hereby instructs Great-West to collect participant deferral information made by participants via the website or VRU and to send the deferral information to the Plan Service Center ("PSC"). Employer agrees to provide Great-West with an electronic employee data feed of all the participant deferral amounts/percentages or full Payroll Data Interchange ("PDI") file and retrieve participant deferral elections from the PSC, upload the information into their payroll system, deduct the amounts from payroll and remit participant deferrals electronically through the PSC.
- C. Great-West will provide Plan participants opportunities to redirect future deferral amounts to any investment option offered by the Plan via the website or VRU. All requests received in good order will be processed within twenty-four (24) hours of receipt and will be effective with the next following pay period deferral.
- D. Great-West will provide participants the daily ability, without additional cost, to exchange existing account balances from one investment option offered by the Plan to another, subject to fund restrictions and redemption fees that may be charged by mutual fund companies, and further subject to the terms of the Group Annuity Contract and the Plan.
- E. Great-West will provide participants, if they request, an underlying fund prospectus and an annual report for each non-SDBA underlying fund offered by the Plan. Specific fund prospectuses and other relevant information are to be provided by each respective mutual fund or other investment provider upon request by Employer or by a participant.
- F. Great-West will provide participants consolidated quarterly statements detailing participant's year-to-date deferral amounts, account balance information that includes changes in account value since the previous report date, a personal rate of return calculation, and any fees or charges assessed against the participant account. Great-West will provide each participant a personal rate of return calculation quarterly within the participant statement and via [www.unique URL for Santa Barbara.com](http://www.uniqueURLforSantaBarbara.com).

- G. Great-West agrees to mail statements to participants within fifteen (15) Business Days after the end of each calendar quarter or within ten (10) days if in receipt of mutual fund data. Great-West will have no responsibility to report, or account for the accuracy of information applicable to periods prior to the effective date such Plan was record kept by Great-West.
- H. Great-West agrees to provide Plan participants access to a comprehensive retirement website via www.gwrs.com. The website has inquiry and transactional capabilities including, but not limited to: redirecting the investment of future contributions among the investment options; transferring amounts held in the participant's individual account among the investment options; obtaining the participant's individual account balance in total and on an investment fund basis for the previous valuation day; and obtaining the accumulation unit value/price for the previous valuation day for each of the investment options.
- I. Great-West will provide access to preprogrammed reports to Employer so that Employer may run them periodically (i.e. daily and monthly) online via the Plan Service Center (PSC) at [www.unique URL for Santa Barbara.com](http://www.uniqueURLforSantaBarbara.com) to enable Employer to effectively monitor all accounting and recordkeeping processes.

Great-West agrees to maintain, for the term of this Agreement, and for five (5) years thereafter, the records necessary to produce the above mentioned reports, and agrees that all records shall be the property of Employer. Employer agrees that all related computer tapes, disks, and programs shall remain the property of Great-West. Great-West agrees to make said tapes, disks and programs available to Employer, at a reasonable cost, upon request.

- J. Great-West has contracted with Advised Assets Group, LLC (AAG), a registered investment advisor and wholly owned subsidiary of Great-West to provide Employer with an annual investment performance report. AAG does not act as a fiduciary in the issuance of this report.

Online investment guidance, advice and a managed account service, as well as research and educational services to Plan participants are available under the REALITY INVESTING ADVISORYSM SERVICE AGREEMENT, a separate agreement entered into by AAG and Employer and attached by reference to this Agreement as [Exhibit H](#). The investment advisory service, Reality Investing[®], is accessed [through www.gwrs.com](http://www.gwrs.com) as set forth in the REALITY INVESTING ADVISORYSM SERVICE AGREEMENT, guidance is included at no additional charge to Employer. Participants who elect to use the advice or managed account service will pay a fee for the service, assessed quarterly and may opt out at any time. AAG may discontinue making this service available at any time. Employer may discontinue access to this service at any time by written notice to Great-West.

9. DISTRIBUTIONS

- A. Great-West will assist the participant in preparing the necessary forms to select his/her distribution option upon request of the participant. This would also include in-service withdrawals, and those distributions covered in the Plan's mandatory distribution provisions and distributions required by law.

1. Distributions due to Severance from Service:

Employer hereby approves and instructs Great-West to process participant

distribution requests due to severance from service for any reason other than disability or death, without Employer signature, that are received in good order and in a manner acceptable to Great-West if Employer provides Great-West a full Payroll Data Interchange ("PDI") file with participant termination dates and addresses and up-to-date full service vesting information electronically.

If Employer does not provide the participant's termination date or other required information, Employer instructs Great-West to route the request to the Employer for approval before processing the distribution. If spousal consent is required by the Plan, Employer instructs Great-West to rely on the marital status specified by the participant on the Distribution Request form and to process distributions other than for reasons of death and disability without the Employer's signature. Employer's signature will be required for distributions as a result of death and disability.

- B. Participants electing a payment of a lump sum amount will have their payment processed within two (2) Business Days if documentation is properly completed and Employer has provided termination data.
- C. Employer hereby instructs and authorizes Great-West to accept, maintain and file all Beneficiary designation forms received by it in good order and in a manner acceptable to Great-West without the Employer's signature. If spousal consent is required by the Plan, Employer 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. Upon request, Employer agrees to provide Great-West with any and all beneficiary information filed with the Plan by the participant prior to the effective date of the Agreement.

Employer agrees to review and sign each Death Benefit Claim form. In the event the Employer submits a signed Death Benefit Claim form for a claimant other than the beneficiary on file with Great-West, Great-West will return the Death Benefit Claim form to the Employer for further instruction.

- D. With respect to the administrative services listed in the Agreement to be provided by Great-West in connection with unforeseeable emergency withdrawal requests submitted under the Plan, Employer and Great-West agree as follows:

Employer authorizes Great-West to review and process participant or beneficiary (only after the death of the participant) unforeseeable emergency withdrawal requests in accordance with the instructions provided on the distribution request form and the UNFORESEEABLE EMERGENCY WITHDRAWAL REQUEST GENERAL INSTRUCTIONS attached to this Agreement as **Exhibit E** and received in good order as set forth in this Section of the Agreement in a manner satisfactory to Great-West.

Great-West shall provide all necessary paperwork within a standardized unforeseeable emergency withdrawal request package to participants and beneficiaries upon request. Such materials shall also be made available to Employer upon request.

Pursuant to the instructions in the standardized unforeseeable emergency withdrawal request package, unforeseeable emergency withdrawal requests must be submitted to Great-West on a prescribed request form and sent directly to the Great-West address on the request form.

Great-West shall review all unforeseeable emergency withdrawal requests made by participants or beneficiaries to determine whether such requests are executed properly and include all of the required information as set forth in this Section. Great-West shall

perform such review, reach a determination with respect to requests that fall within the guidelines of this Section and advise the participant or beneficiary of its determination within five (5) business days of receipt of a completed unforeseeable emergency withdrawal request package. With respect to any questionable request which falls outside the guidelines of this Section and necessitates Employer's review, Great-West will submit the request to Employer for a determination as to whether the participant or beneficiary is entitled to a distribution due to an unforeseeable emergency.

After reviewing each unforeseeable emergency withdrawal request, Great-West shall: notify the participant or beneficiary and Employer of the determination, and if approved, process payment where the participant's or beneficiary's unforeseeable emergency withdrawal request is determined to be executed properly and include all of the required information.

Great-West will provide Employer with a quarterly report outlining unforeseeable emergency related activity for the preceding quarter.

Employer authorizes Great-West to process unforeseeable emergency withdrawal requests found to be in Good Order. "Good Order" as defined in this Section, means the unforeseeable emergency creates a severe financial hardship to the participant or beneficiary, that cannot be alleviated through other means available to the participant or beneficiary and the participant or beneficiary has submitted a properly completed unforeseeable emergency withdrawal request form and has attached all supporting documentation with respect to an unforeseeable emergency described in the Unforeseeable Emergency Withdrawal Request General Instructions.

Employer reserves the right to amend this Section as mutually agreed to by Great-West.

Employer agrees to make the determination with respect to any questionable unforeseeable emergency distribution requests that do not clearly fall within the guidelines of this Section and shall be the arbitrator of all appeals.

Employer reserves the right to review all unforeseeable emergency withdrawal requests made by participants or beneficiaries to determine whether such requests are in Good Order as set forth in this Section. If Employer, in its sole discretion, makes such determination, Employer must provide written documentation indicating that it has reviewed and approved the participant's or beneficiary's request, and directs Great-West to process the withdrawal.

- E. Great-West shall offer to participants for distribution of their account a designated amount payment option. Payments shall be made on a monthly, quarterly, semi-annual or annual basis as specified by the participant, in equal installments until the amount applied, adjusted each business day for investment results, is exhausted. The final installment will be the sum remaining at the time such payment is due. Distribution selections may be changed by Plan participants as permitted by the Plan.
- F. Great-West shall also offer to Plan participants a designated period payment option with a variable payment. Payments shall be made monthly, quarterly, semi-annually, or annually for any specified number of years as permitted by the Plan, at the discretion of the Plan participant. The amount of each variable payment shall be determined by dividing the participant's current portfolio balance by the number of remaining payments.
- G. All payment options are available for all investment options. Participants selecting the options in B, E or F of this Section shall be subject to the same fees and charges, and permitted the same exchange opportunities, as applicable to active participants under

the Plan. Processing of these options will be completed by Great-West upon receipt of properly completed forms, in a time frame necessary to effectuate the “payment begin date” requested by the participant. At the time of the distribution, participants and beneficiaries will be permitted to select their own payment cycle (specific day) for periodic payments. All distributions will be made pro-rata from each of the participant’s investment options.

- H. With regard to distributions from the Plan, Great-West will be responsible for preparing and filing all reports required by federal, state and local taxing authorities pertaining to distributions made through the effective date of the termination of the contract. Employer shall be responsible for all reporting requirements for distributions made prior to the effective date of this contract, or after the termination date of this contract. Great-West will be responsible for the annual filing of individual 1099R forms. Great-West shall withhold income taxes from distributions as required, and remit said taxes to appropriate regulatory authorities. Great-West shall also prepare and file periodic and annual tax returns for said amounts withheld.
- I. Great-West agrees to provide assistance to Plan participants with respect to distributions at retirement or other separation from service elections.

10. TRANSITION PERIOD

Transition of accounts and assets administered by Great-West will commence on a date mutually agreed upon. During the transition period Great-West will conduct individual and group meetings with all interested employees and Plan participants, as follows. Partial contract years shall be adjusted on a prorata basis:

Number of group meetings	40 at a minimum or a mutually agreeable number
Number of individual meetings	400 at a minimum or a mutually agreeable number
Number of Hours	520 at a minimum or a mutually agreeable number
Number of Days	50 days at a minimum

These transition meetings will be in addition to the regular annual meetings described in Section 7.A. of this Agreement. Employer agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected.

Great-West agrees to provide sufficient communications with regard to the Plan transition. Great-West shall utilize a broad range of communication activities and materials including:

- A letter to introduce Great-West to all participants with an overview of the upcoming changes, and information regarding the availability of representatives;
- A letter developed for each category of “participant” using a “*Frequently Asked Questions*” format that effectively explains the changes and provides information on who to contact for additional information;
- Transition presentation for use with large or small employee groups;
- A ‘welcome’ package explaining the transition process and outlining scheduled group meetings; and
- Information detailing how investments will be transitioned.

Moreover, Great-West shall utilize a variety of transition presentations to assist in the education and enrollment of Plan participants.

11. PERFORMANCE GUARANTEES

In addition to the reports described in the RFP response dated June 21, 2006, Great-West agrees to provide Employer an annual report regarding Great-West's performance for the following services:

	Standard	\$ at Risk
Participant Services Phone Response Time	All telephone calls to the Home Office Client (More Robust and 90% within 40 seconds) Service Representatives and the automated voice response system combined will be answered within thirty (30) seconds on average at least seventy percent (70%) of the time on an on-going average annual calendar year basis. In the event Employer adds a major plan feature such as loans, or makes an investment option change that involves mapping of funds, or the Employer or investment company causes a delay in statements, this standard will not apply for the affected quarter.	\$1,000 maximum per calendar year in respect of the County
Employer Services phone response time	All routine plan inquiries to the Education Counselor and/or Account Manager will be handled at the point of the call. Messages or e-mails will be addressed within 2-3 hours, but no more than 24 hours. All non-routine requests will be responded to on a case-by-case basis depending upon the nature and complexity	\$1,000 maximum per calendar year in respect of the County

	Standard	\$ at Risk
	of the request.	
Quarterly Statement delivery	Starting with the second calendar quarter of this Agreement, ninety (90) percent of all participant statements will be mailed within fifteen (15) Business Days after quarter end or within ten (10) Business Days after the date (if later) that all required information to be included with the statements from third parties is received, including such information as final fund values, return information from the participating investment providers, insurance valuations and all newsletter information from Employer.	<p>If all of the required information has been received and ninety (90) percent of all participant statements have not been mailed within fifteen (15) Business Days after quarter end or within ten (10) Business Days after the date (if later) all such required information is received, a non-performance fee of \$250 maximum per calendar quarter in respect of the County will be paid to the plan.</p> <p>The fifteen (15) Business Day standard begins on the business day that all required information to be included with the statements has been received and ends on the date statements are postmarked for mailing.</p> <p>If all of the information required from third parties has not been received as described above, no non-performance fee will be paid.</p>
Transition Deliverables	If an adequate test file is received by Great-West from the previous recordkeeper at least forty-five (45) Business Days prior to the conversion date, the "blackout" period will be completed by Great-West within five (5) Business Days after the receipt of all final reconciled participant account balances from	If the blackout period is not completed within the five (5) Business Day period described above (and an adequate test file has been received by Great-West from the prior recordkeeper at least forty-five (45) Business Days prior to the conversion date), a non-performance fee of \$50,000.00 will be paid to the Plan.

	Standard	\$ at Risk
	the prior recordkeeper. The blackout period is defined as the period of time required by Great-West to establish participant account balances on its recordkeeping system while no participant processing is allowed. The blackout period ends when transfer processing resumes.	If an adequate test file from the previous recordkeeper has not been received by Great-West at least forty-five (45) Business Days prior to the conversion date, no non-performance fees will be payable to the Plan.
Participant Satisfaction (survey)	A mutually agreeable annual participant survey will be developed to demonstrate both statistical significance and validity and that will coincide with measurements and fee penalties in the year prior to the expiration of each agreement term. The average score will be based upon a mutually agreed upon weighting of each applicable category surveyed.	Such survey/evaluation will include an evaluation of recordkeeping and administration services, Employer Committee's performance, comparison with other programs and other items to be determined by Employer and are mutually agreeable. Employer will have final approval of the survey instrument before the survey is conducted. The average score will be based upon a mutually agreed upon weighting of each applicable category surveyed: Measurement/Reward-Non-Performance Fees Average score 29% or lower: \$5,000 non-performance fee Average score range 30% to 49%: \$3,000 non-performance fee Average score range 50% to 69% \$1,000 non-performance fee <i>Average score range 70% to 100%: no non-performance fee</i>
Withdrawals (including	Distributions will be	Ninety percent

	Standard	\$ at Risk
unforeseeable emergencies, QDRO's and rollovers out))	<p>processed and ready for mailing within two (2) Business Days of the receipt (at the Home Office) and acceptance of a properly executed complete and accurate distribution request. The two (2) Business Day standard begins on the Business Day that all required information has been received and approved and ends on the date the distribution is postmarked for mailing.</p> <p>Standard Performance: We do not have a way to measure.</p>	<p>completed within five (5) Business Days measured on an annual 12-month basis or \$500 for non-performance.</p>
Contribution posting	<p>Great-West will invest all contributions received in good order effective that Business Day, assuming receipt is prior to 1 p.m. Pacific time (i.e. close of NYSE).</p>	<p>One hundred percent of contributions will be posted same Business Day if received in good order prior to 1 p.m. Pacific time, and allocation instructions received the prior Business Day. Any errors will be corrected to this standard at the expense of Great-West. (Plus penalty)</p>
Employer reports	<p>Standard reports are available for Employer to execute within minutes or a few hours (depending on the size and complexity) of the request via the Plan Service Center. Other customized reports are usually delivered within five (5) Business Days. The Employer Plan Summary report is available within 30 Business Days of quarter-end. The Plan Review and Fund</p>	<p>If all of the required information has been received and Employer summary report has not been mailed within 30 Business Days after receipt of such required information, a non-performance fee of \$250 per calendar quarter will be paid to the plan.</p> <p>The 30 Business Day standard begins on the business day that all necessary reconciliation</p>

	Standard	\$ at Risk
	Performance Review are produced annually.	information and the required information to be included with the statements has been received and ends on the date statements are postmarked for mailing. If all of the required information required from third parties has not been received as described above, no non-performance fee will be paid.
Number of on-site days	230 days a year	\$1,000 annually if Great-West fails to be available on-site 230 days per each Agreement year.
Number of individual meetings	750 half-hour meetings	\$1,000 annually if Great-West fails to provide 750 half-hour meetings per each Agreement year.
Quarterly Revenue Sharing Calculation and Remittance	The calculation and remittance of the revenue sharing payment to the Plan Account, as set forth in Section 12 of this Agreement, shall be completed within sixty (60) days after the end of each calendar quarter.	\$500 quarterly if Great-West fails to calculate and remit to the Plan Account the revenue sharing payment within sixty (60) days after the end of each calendar quarter.

Failure of Great-West to meet the service standards listed above may result, at the discretion of Employer, in the imposition of the monetary penalty, if applicable, as set forth above; provided, however, that Great-West shall not be deemed to have failed to meet the service standards in the event that such failure is beyond the control of Great-West, including, but not limited to, Acts of God, unusually severe weather, strikes, terrorist attacks, and war.

12. COMPENSATION

Great-West will retain 0.13% per annum of Distribution and Administrative revenue it receives from all non-SDBA investment providers to cover the costs to provide the level of services described in the proposal presented to Employer by Great-West, including a comprehensive education program, custom marketing collateral, individual in-person meetings with representatives, daily valuation recordkeeping, reporting investments, Investment Option review process, and toll-free and online services. Great-West will remit the excess of such fees over the 0.13% into an unallocated trust assets account to be used for Plan purposes as set forth in the Plan document (the "Trust Account"). Amounts held in the Trust Account will be credited to one or more investment fund options made available under the Plan, as directed by Employer.

The annualized Distribution and Administrative Revenue is based upon average quarterly total Plan assets, using a weighted average of the actual revenue received from the Plan investment options. The revenue to be included in this calculation shall include any Distribution and Administrative Revenue actually paid to Great-West, by all non-SDBA investment providers, in accordance with the sale and servicing of the investments allocated to participant accounts. Plan assets for purposes of calculating excess revenue are defined as the quarterly average Participant Account Balances. The average total Participant Account Balances (including Participant accounts invested in the SDBA option) for the quarter shall be determined using the following formula:

Total Participant Account Balances on the first day of the calendar quarter (or the first day of the Agreement Term if later) plus total Participant Account Balances on the last day of the calendar quarter (or last day of the Agreement term if earlier) divided by 2. Partial quarters at the beginning and ending of the Agreement Term(s) shall be calculated on a pro-rata basis.

Each calendar quarter, Great-West will report the actual Distribution and Administrative Revenue it receives and reconcile that amount to the 0.13% annualized on Average Participant Account Balances. Should the Distribution and Administrative Revenue for a calendar quarter be less than 0.13%, annualized, for the preceding calendar quarter, Great-West shall notify Employer of the shortfall. Unless a dispute exists with respect to the revenue calculation and/or an alternative revenue shortfall collection method is mutually agreed upon by Employer and Great-West (including the option of reducing the revenue sharing amount paid to the Plan by Great-West), should Employer fail to submit the full amount of the shortfall within forty-five (45) days following receipt of notice of shortfall, Employer hereby instructs Great-West to collect the difference first from the Trust Account referenced in the first paragraph of this Section 12, and then from the Participant Account Balances. Such instruction will remain in effect throughout the terms of the Agreement, and any Agreement extensions agreed to by Employer and Great-West.

Should the total Distribution and Administrative Revenue for the preceding calendar quarter exceed 0.13%, annualized, and no defaults are outstanding, Great-West agrees to make payment to the Trust Account of any such amount in excess within forty-five (45) days of the end of the calendar quarter.

Components of Distribution Revenue and Administrative Revenue

- (A) The term "Distribution Revenue" shall mean the sum of the following revenues actually received by Great-West (as may be applicable from time to time) calculated in accordance with generally accepted accounting principles:

1. “Outside Mutual Fund 12b-1 Fees” or “OMF 12b-1 Fees” means the portion of the 12b-1 fees paid by mutual funds not sponsored by Great-West (or paid by an affiliate of such mutual fund) to Great-West or to an affiliate of Great-West in connection with the distribution of such mutual funds to plans recordkept by Great-West.
 2. “Other Outside Mutual Fund Fees” or “Other OMF Fees” means the portion of the distribution fees (other than OMF 12b-1 Fees) paid by mutual funds not sponsored by Great-West (or paid by an affiliate of the mutual fund) to Great-West, or to an affiliate of Great-West in connection with plan investments recordkept by Great-West. The parties acknowledge and agree that Great-West, and/or one or more of its affiliates, may receive revenues from SDBA Option provider which reimburses Great-West for administrative and systems interface costs and that such revenue shall not be included in the calculation of the Distribution Revenue and Administrative Revenue paid to Great-West.
- (B) The term “Administrative Revenue” shall mean the sum of the following revenues paid or accrued (as may be applicable from time to time) calculated in accordance with generally accepted accounting principles:
1. Custom Stable Value Fund investment management fee is 0.20% per annum plus administrative reimbursement revenue of 0.15% per annum (which is included in the calculation of the 0.13% per annum of Distribution and Administrative revenue payable to Great-West) for a total annual fee of 0.35%.
 2. “Outside Mutual Fund Administrative Fees” or “OMF Admin Fee” means the fees (other than OMF 12b-1 Fees) paid by an unaffiliated mutual fund (or its affiliate) to Great-West in connection with plans record-kept by Great-West. The parties acknowledge and agree that Great-West, and/or one or more of its affiliates, may receive revenues from SDBA Option provider which reimburses Great-West for administrative and systems interface costs and that such revenue shall not be included in the calculation of the Distribution Revenue and Administrative Revenue paid to Great-West.
- (C) Sales Charges, Loads, Market Value Adjustments, Liquidity Constraints: **None!**
- (D) Fees to Great-West Affiliates - Employer acknowledges that Great-West may be deemed to benefit from:
1. Advisory and other fees paid to its affiliates for managing, selling, or settling of Great-West mutual funds and other investment products or securities offered by Great-West or its affiliates selected as investment options available under the Plan; and
 2. Transfer agent fees paid to it by Great-West mutual funds and other investment products offered by Great-West or its affiliates.
- Great-West will provide additional information upon request.
- (E) “Non-Mutual Fund Administrative Fees” means the fees associated with assets associated with loans, access to Reality Investing[®], (as set forth in the REALITY INVESTING ADVISORYSM SERVICE AGREEMENT between AAG and the Employer) and participant directed investment assets. Such fees are in addition to compensation outlined in Section 12 of this Agreement.
- (F) Self-Directed Brokerage Account (SDBA) Fees – Each participant utilizing the SDBA will be charged a \$50 fee for the initial start-up, plus an annual usage fee of \$50 per plan per Participant. The parties acknowledge and agree that Great-West,

and/or one or more of its affiliates, may receive revenues from SDBA Option provider which reimburses Great-West for administrative and systems interface costs and that the \$50 fees and such revenue set forth above shall not be included in the calculation of the Distribution Revenue and Administrative Revenue paid to Great-West. Other investment specific fees and transaction fees may apply to individual participant account activity. Those fees are charged by Schwab directly against the participant's Self-Directed Brokerage Account and may change over time.

- (G) Loan Fees - In addition to the fees set forth above, a \$50 loan origination fee will be deducted from the amount of each loan processed. In addition, a \$25.00 annual maintenance fee per loan will be deducted from the Participant's account in an amount of \$6.25 per quarter. The loan fees shall not be included in the calculation of the Distribution Revenue and Administrative Revenue paid to Great-West.
- (H) QDRO Fee - A fee of \$250 for each QDRO reviewed and processed will be charged 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.

13. MATERIAL BREACH AND CURE PERIOD

Non-Compliance with any material provisions of this Agreement can result in termination of this Agreement. In addition to any other remedies for termination set forth under this Agreement, either party may upon ninety (90) days written notice to the other party at the address specified in Section 31, terminate this Agreement for non-compliance of the provisions of this Agreement. Either Party may, given the opportunity, correct the non-compliance as directed in the notice, but must do so in a reasonable time as prescribed in the notice. Employer may also extend the time of termination of this Agreement to a period of not more than six (6) months in order to find another provider or complete transition of the assets to another program.

14. TERMINATION

Upon the effective date of termination of this Agreement, the following shall occur:

- A. Great-West will no longer accept deferrals.
- B. Great-West will provide Employer the following information relating to participant sub-accounts, in Great-West standard electronic format, within forty-five (45) days after the effective date of termination:
 - 1. All participant indicative data maintained on the recordkeeping system, including designations of beneficiary;
 - 2. Each participant account balance as of the termination date;
 - 3. Participant current investment allocation information; and
 - 4. Information regarding outstanding periodic payments, QDROs and hardships, if any.

Participant statements and Employer Plan Summaries will be provided up to and including the statement for the last calendar quarter covered by this Agreement.

C. If termination is due to either party exercising the right of termination described in Section 5 of this Agreement, within 45 days after the effective date of termination, Great-West will liquidate the funds and transfer to the trust or to such other entity as Employer may designate in writing, subject further to the terms and conditions of the Agreement. Great-West agrees to provide a final accounting of all Plan assets for which Great-West provides recordkeeping and agrees to cooperate with the requests of Employer and the successor provider(s) to the extent Great-West is able. Accounts in distribution will be transferred to the trust, or to Employer or its designee, in accordance with the time frame described above.

15. CONFIDENTIALITY

Great-West agrees that all information supplied to and all work processed or completed by Great-West shall be kept confidential and will not be disclosed except as required or permitted or required by law without prior written consent of Employer. Great-West shall treat all Plan, participant and customer information or data received from Employer and/or participants as confidential. Great-West may disclose information as permitted or required by law without prior written consent of Employer. Great-West's current Privacy Notice is attached to this Agreement as **Exhibit F**. By executing this Agreement, Employer acknowledges receipt of said policy. Such policy may be updated periodically by Great-West.

This Agreement governs the services pertaining to the Plan only. Great-West agrees that it shall not solicit ancillary products, not related to the servicing of the Plan, to participants and/or employees.

16. PRIVACY OF CONTRACT

Great-West and Plan participants shall have no privity of contract with each other.

17. TITLE AND OWNERSHIP

In accordance with the provisions of Internal Revenue Code Section 457, all account(s) established under this Agreement shall be held in trust, or in a custodial account or annuity contract treated as a trust pursuant to Section 457(g) of the Internal Revenue Code, for the benefit of participants and their beneficiaries, in accordance with the Plan.

18. CIRCUMSTANCES EXCUSING PERFORMANCE

Neither party to the Agreement shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God, unusually severe weather, strikes, terrorist attacks, and war.

19. GENERAL PROVISIONS

The responsibility of Great-West is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make Great-West responsible for the Plan or trust or to confer responsibilities upon Great-West except for those expressly provided for in this Agreement. Employer agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by Great-West under this Agreement. Employer hereby acknowledges that Great-West does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

Great-West shall perform its obligations hereunder only in accordance with instructions received from those persons authorized to act on behalf of Employer as specified by Employer in writing.

Employer understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by Employer and that Great-West shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Great-West shall request is provided. Great-West shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. Employer understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Great-West by Employer was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Great-West reserves the right to charge additional fees. Great-West shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to Great-West. The performance of obligations hereunder is subject to force majeure and is excused by Acts of God, unusually severe weather, strikes, terrorist attacks, and war.

Employer hereby agrees that Great-West, its officers, employees, brokers, registered representatives, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes Great-West to disclose Plan and participant information to the Plan's agent and/or broker of record on file with Great-West. Great-West shall not disclose confidential information to a third party or use such information except for the purpose of providing services under this Agreement without the written approval of Employer. Any third party retained by Great-West to provide services under this Agreement and who has access to confidential information relating to a customer, Employer or Plan participant, shall agree in writing to be bound by provisions similar to those of this section of the Agreement and to use such confidential information only for the performance of specific services under this Agreement. Notwithstanding anything to the contrary contained herein, it is expressly understood that Great-West retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation that may arise in connection with this Agreement or the Plan.

Where information needed to perform services under this Agreement is not received in good order, Employer authorizes Great-West to contact its Director of Human Resources at his or her business address to obtain additional information.

Great-West may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of Employer. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

20. INDEMNIFICATION

Subject to applicable federal and State of California laws, Employer agrees to indemnify, defend and hold harmless Great-West, its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against Great-West or incurred by Great-West arising out of or in connection with any claim, action or suit brought or asserted against Great-West alleging or involving Employer's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement and/or the Plan; provided that (i) Great-West

has notified Employer promptly and in writing of the claim, action or suit; (ii) Employer has the right to assume the defense of such claim, action or suit with counsel selected by Employer and to compromise or settle such action, suit or claim (provided, however, that any such compromise or settlement shall not require action or non-action by Great-West without its prior written consent, which shall not be unreasonably withheld); and (iii) Employer receives Great-West's cooperation, at Employer's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement. 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 Employer or any authorized agent thereof.

Great-West agrees to indemnify, defend and hold harmless Employer, its officers, directors, employees and agents from and against loss, damage or liability assessed against Employer or incurred by Employer arising out of or in connection with any claim, action or suit brought or asserted against Employer alleging or involving Great-West's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement; provided that (i) Employer has notified Great-West promptly and in writing of the claim, action or suit; (ii) Great-West has the right to assume the defense of such claim, action or suit with counsel selected by Great-West and to compromise or settle such action, suit or claim (provided, however, that any such compromise or settlement shall not require action or non-action by Employer without its prior written consent, which shall not be unreasonably withheld); and (iii) Great-West receives Employer's cooperation, at Great-West sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages.

21. ATTORNEYS' FEES

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party shall be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

22. ASSIGNABILITY

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not to be unreasonably withheld. This provision shall not restrict Great-West's right to delegate certain services to an agent, including any affiliate, with the approval of Employer. Further, Great-West agrees that participant information shall not be outsourced to any agency outside the U.S. without the consent of Employer. Employer agrees that such approval will not be unreasonably withheld. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

23. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties. The parties desire that this Agreement, with Exhibits, Addenda, and Amendments, as may be amended from time to time in writing upon agreement of the parties, shall be binding. In the event of conflict or inconsistency between the Agreement and Exhibits, language in this Agreement shall control.

24. APPLICABLE LAW

Great-West and Employer shall comply with any and all federal, state and local laws affecting the services covered by this Contract. This Agreement will be construed and enforced in accordance with and governed by applicable federal and State of California laws.

25. UNLAWFUL PROVISIONS

In the event any provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein. Notwithstanding anything contained herein to the contrary, no party to this Agreement will be required to perform or render any services hereunder, the performance or rendition of which would be in violation of any laws relating thereto.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

26. MODIFICATION

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

27. WAIVER

Failure of either party to insist on strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions hereof.

28. SEVERABILITY

The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal, state or county, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision.

29. INSURANCE

Great-West shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

- (A) **Workers' Compensation insurance** – If and to the extent required by law during the term of this Agreement, Great-West shall provide workers' compensation insurance for the performance of any of Great-West's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide Employer with certification of all such coverages upon request by Employer's Risk Manager.
- (B) **Liability insurance** – Great-West shall obtain and maintain in full force and effect for its responsibilities during the term of this Agreement the following liability insurance coverages, issued by a company with an A.M. Best rating of A -:VII or better:
 - 1. **General Liability** – Commercial General Liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Great-West or any officer, agent, or employee of Great-West under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
 - 2. **Professional Liability/Errors and Omissions** – Professional liability [or errors and omissions] insurance for all activities of Great-West arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
 - 3. **Comprehensive Automobile Liability Insurance** – Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Great-West's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.
- (C) **Certificates** – All insurance coverages referenced in paragraph (B) above, shall be evidenced by one or more certificates of coverage or, with the consent of Employer's Risk and Benefits Manager, demonstrated by other evidence of coverage acceptable to Employer's Risk Manager, which shall be filed by Great-West with Employer's Risk and Benefits Manager prior to commencement of performance of any of Great-West's duties; shall reference this Agreement by its Santa Barbara County number; shall be kept current during the term of this Agreement; shall provide that Employer shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than

one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in paragraph (B)(1) and (3), Great-West shall also file with the evidence of coverage an endorsement from the insurance provider naming Employer, its commissioners, officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Employer not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Employer shall pertain only to liability for activities of Great-West under this Agreement, and that other than workers compensation and employers liability insurance, the insurance provided is primary coverage to Employer with respect to any insurance or self-insurance programs maintained by Employer. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall NOT use the following forms: CG 20 10 10 93 or 03 94. Upon request of Employer, Great-West shall provide or arrange for the insurer to provide within thirty (30) days of the request, copies of the actual insurance policies or relevant portions thereof.

- (D) **Deductibles/Retentions** – Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, Employer, which approval shall not be denied unless the Employer determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Great-West by this Agreement. At the option of and upon request by Employer, if Employer determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions in respect to the Employer, its officers, employees, agents and volunteers or Great-West shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

30. NONDISCRIMINATORY EMPLOYMENT

Great-West and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Great-West and/or any permitted subcontractor understands and agrees that Great-West and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all applicable federal, state and local statutes, regulations and ordinances.

31. NOTICES

All notices and demands to be given under this Agreement by one party to another shall be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice shall be deemed received on the earlier of, 3 days from the date of mailing, or the day the notice is actually received by the party to whom the notice was sent.

If to Great-West: Great-West
Attention: Executive Vice President, GWRS
8515 E. Orchard Road, 10T2
Greenwood Village, CO 80111

If to Employer: County of Santa Barbara, California
Attention: Bernice James, Treasurer
County of Santa Barbara
105 E. Anapamu, Room #301
Santa Barbara, CA 93101
bjames@co.santa-barbara.ca.us

32. DATA SAFETY

Great-West shall implement and maintain appropriate policies and procedures relating to administrative, technical, and physical safeguards (i) to ensure the confidentiality of confidential information; (ii) to protect against any anticipated threats or hazards to the security or integrity of confidential information; and (iii) to protect against unauthorized access to or use of confidential information.

Great-West shall notify Employer of any material security breach resulting in unauthorized access to confidential information in accordance with applicable federal and state law.

33. FORCE MAJEURE

Clause which essentially frees one or both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, act of God (e.g. flooding, earthquake, volcano), prevents one or both parties from fulfilling their obligations under the contract. This is a definition only – not contractual

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on 11/1/2007.

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY.

By _____
[NAME] , [Title]

By _____
[NAME] , [Title]

"Great-West"

County of Santa Barbara, a political subdivision of
the State of California

By _____
Name, County Administrator

"Employer"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____</p> <p>Date: _____</p>
--

Exhibit A
Santa Barbara County approved model form of the Qualified Domestic Relations Order (“QDRO”)

This is a Model Qualified Domestic Relations Order that has been preapproved for use by the Plan Sponsor with respect to the defined contribution plan of the Participant. This Model should be used in conjunction with your attorney’s advice and assistance. The format of the Qualified Domestic Relations Order will vary depending upon the rules of the court in your jurisdiction. Nothing contained in this Sample 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:

Great-West Retirement Services®
P.O. Box 173764
Denver, CO 80217-3764
Fax # (303) 737-4355

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

STATE OF

IN RE THE MARRIAGE OF:

.....

Petitioner,)
and)
Respondent)

No.

QUALIFIED DOMESTIC RELATIONS ORDER

AND NOW, this _____ day of _____, 20____, based on the findings set forth in items one through seven,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED
in items eight through twenty:

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

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the plan administrator in writing of any changes in mailing address subsequent to the entry of this Order.

Plan Name. The name of the Plan to which this Order applies is the (specify plan a, b or c):

- (a) County of Santa Barbara Deferred Compensation Plan
- (b) County of Santa Barbara Social Security Compliance Deferred Compensation Plan
- (c) County of Santa Barbara Discretionary Supplemental Deferred Compensation Plan

(hereinafter referred to as "Plan").

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

4. **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 (Note to drafting attorney: Specify 457" here if you specified either plan a or plan b in item 3 above, otherwise, specify "401" here if you specified plan c in item 3 above) 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.
5. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of _____.
6. **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.
7. **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.

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 contributions. The Alternate Payee's portion of the benefits described above shall be allocated on a prorata basis from all of the accounts and/or investment options maintained under the Plan on behalf of the Participant.

Unless the Alternate Payee elects an immediate distribution that is permitted 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 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, 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, or at the earliest date permitted under the terms of 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 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 the Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account. 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 charge to the account of the other party.

IT IS SO ORDERED:

.....
JUDGE

.....
Petitioner

.....
Respondent

Exhibit B
Target Aged Based Pre-Assembled Portfolios (Pre-Assembled Portfolios)
OPERATING DOCUMENT

The Target Aged Based Pre-Assembled Portfolios and accounting treatment thereof with respect to the plan shall be as follows:

1. The Target Aged Based Pre-Assembled Portfolios (Pre-Assembled Portfolios) shall be created using the investment options in the Plan and the allocation percentages mutually agreed upon by Employer and Great-West. The Employer/Administrator may change the investment options and/or allocation subject to Section 5 below.

It is intended that an investment in a Pre-Assembled Portfolio will represent an investment in the constituent "stand alone" options, and not a separate security. "Stand alone" for the purposes of this document shall mean the investment options available for individual investment under the Plan.

2. Accounting for the Pre-Assembled Portfolios will be reported each day the New York Stock Exchange is open on a "unitized" basis by dividing the market value of the Pre-Assembled Portfolio by the number of units, subject to the Procedural Requirements for the Employer Pre-Assembled Portfolio. The starting unit value for each Pre-Assembled Portfolio fund shall be \$10.00, or any unit value selected by Employer on the date such funds are established under this document.
3. The Pre-Assembled Portfolios will be automatically rebalanced quarterly to bring the accounts back in line with the established percentages referred to in Section 1 above. Such rebalancing will be accomplished by the sale and purchase of the appropriate underlying investment options. The automatic rebalancing will be effected during each calendar quarter on or about the first Business Day of each calendar quarter. Rebalancing is defined as the process required to maintain a predetermined allocation among the investment asset classes in each Pre-Assembled portfolio fund as described in Section 1. During the quarter, underlying funds may perform differently, thus creating an "out of balance" according to the predetermined allocation among the individual investment funds that make up each Pre-Assembled Portfolio fund.
4. Participants will be able to monitor the unit value(s) on a day-to-day basis on the web-site and voice response unit (KeyTalk[®]). The composition of each of the Pre-Assembled Portfolios will be included in communications material distributed to participants.
5. The composition of the above listed Pre-Assembled Portfolio may only be replaced upon a mutually agreeable timetable and replacement should not be done more frequently than annually, except in the event that special circumstances created by market conditions or plan changes dictate a replacement. The Employer shall notify Great-West at least sixty (60) days prior to replacement of any of the underlying funds or should a new asset class be added to the Pre-Assembled Portfolio or the allocation percentages change among the underlying funds.
6. In the event of an error in computation of a Pre-Assembled Portfolio's unit value, the pricing error shall be corrected as follows:
 - A.)if the pricing error results in a difference between the erroneous unit value and the correct unit value of less than \$0.01 per unit, then no corrective action need be taken;
 - B.)if the pricing error results in a difference between the erroneous Unit Value and the correct Unit Value equal to or greater than \$0.01 per share, but less than 1/2 of 1% of the Custom Profile Option's Unit Value at the time of the error, then the responsible party (i.e. the fund

house or Great-West as applicable) shall reimburse the Custom Profile Option(s) for any loss that result from its errors, after taking into consideration any positive effect of such error; however, no adjustments to participant accounts need be made;

C.)if the pricing error results in a difference between the erroneous Unit Value and the correct Unit Value equal to or greater than 1/2 of 1% of the Custom Profile Option's Unit Value at the time of the error, then the responsible party shall reimburse the Custom Profile Option(s) for any loss (after taking into consideration any positive effect of such error); and

D.)if an adjustment is necessary to correct a material error which has caused participants to receive less than the amount to which they are entitled, the number of units of the applicable profile of such participants will be adjusted and the amount of any underpayments shall be credited by the Great-West or the investment option manager for crediting of such amounts to the applicable participants' accounts.

7. The standards set forth herein are based on the understanding of the views expressed by the staff of the Securities and Exchange Commission (hereafter called "SEC"). In the event the views of the SEC staff are later modified or superseded by the SEC or judicial interpretation, the provisions will be amended to comport with the appropriate applicable standards.
8. All written/printed communications distributed to Participants will clearly indicate that these are Pre-Assembled Portfolios which participants who wish to diversify MAY choose but they may also select their own "customized" allocation from the "stand alone" investment options. Any "stand alone" investment option prospectuses and annual and semi-annual reports will be made available to participants by Great-West.
9. Participants statements will include the following reoccurring narrative to inform Participant on how to calculate their account associated with the weighting of the Pre-Assembled Portfolios:

"The Pre-Assembled Portfolios made available to you through your plan include investment options made up of a mix of your plan's individual investment options. With each quarterly statement, you are able to determine the value of your account allocated to an individual investment option as of the rebalancing date of the Pre-Assembled Portfolios option by multiplying the value of your account allocated to the Pre-Assembled Portfolios option by the percent of the Pre-Assembled Portfolio in the individual investment option. For example, if you have \$500 in Pre-Assembled Portfolio 1 and 10% of Pre-Assembled Portfolio 1 is represented by the ABC Fund, you would multiply \$500 x 10% to determine that \$50.00 of your account value in Pre-Assembled Portfolio 1 is invested in ABC Fund as of that date. In order for you to determine the number of shares of the individual investment option, you may divide the portion of your account value represented by the ABC Fund (\$50.00 in the above example) by the daily share price for the ABC Fund. You may find the daily price for each individual investment option on the web or you may call 1-800-701-8255 to obtain this information."

Exhibit C

Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies

The prospectuses, policies and/or procedures of certain fund companies require retirement plans offering their fund(s) to agree to restrict market timing and/or excessive trading (“prohibited trading”) in those funds. The following procedures describe how we will comply with fund company instructions designed to curb prohibited trading.

When a fund company suspects prohibited trading, they will request a report of the individual’s trading activity and determine whether such activity violates the fund company’s prohibited trading policies.

If an individual’s trading activity is determined by a fund company to constitute prohibited trading, the fund company will instruct us to notify the individual to cease their prohibited trading. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable).

When requested by the fund company, subsequent reports of the individual’s trading activity will be provided. If the fund company determines that the individual has not ceased prohibited trading, they will instruct us to warn the individual that a trading restriction imposed by the fund may apply. For all plans continuing to offer the fund(s), the following fund company trading restriction applies:

Upon receipt of instructions from a fund company, we will restrict individuals identified as engaging in prohibited trading from making transfers into the identified fund(s) for a specified period of time. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company’s restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to curb individual prohibited trading. To the extent that such procedures are effective, we will not receive requests for information from the fund companies or requests to implement the restrictions described above.

Exhibit D

Self-Directed Brokerage Account Option Policies and Procedures (SDBA Policies)

A. GENERAL DESCRIPTION

The Self-Directed Brokerage Account (“SDBA”) option with SDBA Provider is described as follows:

1. Account Establishment and Funding

SDBA Provider has agreed to offer a SDBA option to the employees of the Employer. The SDBA will be treated as a separate investment option under the Plan.

Participants must apply to SDBA Provider to establish an account with SDBA Provider and must affirmatively accept an indemnity/release statement via either Great-West’s web-site or automated voice response system prior to participating in the SDBA arrangement. Participants utilizing the SDBA prior to the electronic indemnity/release statement being available will be required to accept an indemnity/release statement prior to making additional transfers to the SDBA via web or voice response system.

Under the SDBA option, the Participant chooses from eligible investments, including, mutual funds, stocks and bonds allowed by the Plan, as specified in the SDBA Provider Restriction Form completed by the Employer and submitted to SDBA Provider, subject to certain trading restrictions.

2. Core Investment Minimums

All investment options other than the SDBA option shall be defined as “Core Investments”. The amount that must be left in the Core Investments, as established by Great-West, will be the greater of \$2,500 or the amount required to pay fees, expenses and benefits in respect of the payment option selected under the Plan as established by Great-West.

If the participant has not met the required Core Investments minimum, transfers will be restricted from the Core Investments to SDBA Provider.

3. Transfers to SDBA Provider

Participants may transfer assets to SDBA Provider only from the Core Investments, subject to any transfer restrictions or other rules associated with a particular investment option. Contributions from salary reduction must first be deposited into one or more of the Core Investments before the assets may be transferred to SDBA Provider.

Participants must initiate transfers to SDBA Provider via Great-West’s web-site, the toll-free automated voice response system (currently called KeyTalk®) or the client service representative at the home office in Greenwood Village, Colorado. Transfers may be made only in U.S. dollars and only into the Designated Fund at SDBA Provider, or other comparable fund as designated by SDBA Provider. Any cash balances within a Participant’s SDBA shall be automatically invested in the Designated Fund.

When a Participant provides direction to transfer assets to SDBA Provider, the transfer of the assets from the Core Investments and receipt of the assets by SDBA Provider will not be simultaneous. A Participant’s initial transfer to SDBA Provider must be at least \$1,000.00 and each subsequent transfers must be at least \$1,000.00.

All transfers between SDBA Provider and the Core Investments will be prorated against all money sources within a Participant’s account unless the participant directs a customer service representative at the home office in Greenwood Village, Colorado to transfer only one money source.

Transfers to SDBA Provider will not be permitted if a Participant's total balance in the Core Investments falls below the Core Investments minimum.

4. Brokerage Activity

After funds are transferred to a Participant's SDBA, the Participant must contact SDBA Provider to buy or sell mutual funds or securities. Participants may provide investment instructions to SDBA Provider by calling a SDBA Provider Investor Service Representative, via the SDBA Provider Voice Response System or via the Internet by accessing SDBA Provider's web-site. Securities eligible for trading in a SDBA include only investment companies registered under the Investment Company Act of 1940, as amended; securities traded on a national securities exchange or over-the-counter and taxable debt instruments or obligations. SDBA Provider will not accept orders for any transactions involving certain securities if so instructed by the Employer pursuant to SDBA Provider's Restriction Form executed by the Employer and trustee, if applicable.

Employer acknowledges that SDBA Provider will provide each Participant with any annual reports, proxy, tender offer, prospectus, or any other information it receives in connection with securities held in the Participant's SDBA (collectively referred to as "Shareholder Communications"), including information regarding voting, tendering or any other shareholder actions. SDBA Provider will cause its Clearing Agent to exercise the default option under the reorganization terms on voluntary actions if the Participant provides no instruction. In no case will either SDBA Provider or Great-West and/or its affiliates be under any duty to determine how, or if, proxies are voted or acted upon or to take any action in connection with any Shareholder Communication.

5. Transfers from SDBA Provider

Participants must transfer assets from their SDBA via Great-West's web-site, the toll-free automated voice response system (currently called KeyTalk[®]) or the client service representative at the home office in Greenwood Village, Colorado to the Core Investments to the extent that funds are required for a scheduled or requested loan, distribution, periodic payment or rollovers or distributions pursuant to a Qualified Domestic Relations Order (QDRO). Periodic payments scheduled for the ninety (90) day period following a distribution request and scheduled irrevocable payments are not available for other distributions. The minimum required balance for the Core Investments will not be available for any distributions if the Participant has a balance in the SDBA. Transfers may be made only in U.S. dollars and only from the Designated Fund. Participants must contact SDBA Provider and liquidate mutual funds, stocks, and/or bonds prior to transferring from SDBA Provider to the Core Investments. Before initiating a transfer, Participants must cancel any open "buy" orders for securities to the extent the open "buy" orders exceed the remaining balance available in the SDBA option. Participants must then contact to initiate transfers from the Designated Fund to the Core Investments. Transfers initiated by the participant from the Designated Fund at SDBA Provider to the Core Investments will be allocated among the Core Investments according to the Participant's instructions, or to the plan default in the absence of instructions from the Participant.

Assistance will be afforded the Participant in maintaining the minimum required in the Core Investments via a periodic letter notifying them of an insufficient amount of money in the Core Investments. If the Participant fails to comply with the notice to maintain the minimum required in the Core Investments, the Participant's account will be restricted so no additional money can be transferred into the SDBA account.

6. Non-Required Future Payments

Any Participant who has established a SDBA account and has set up future payments (including periodic payments) will be responsible for transferring the amount of money sufficient to maintain their future payments to the Core Investments.

If a future payment fails because there is not enough money in the Core Investments, the following will occur:

- (A) The Participant will receive a letter each month for three (3) consecutive months notifying them that they have not met the required Core Investments minimum for future payments (the stated \$2,500 Core Investment balance minimum plus 150% of the next three (3) months of scheduled future payments) and request that the Participant transfer from the SDBA to Core Investments the amount required to meet the Core Investments minimum.
- (B) If the amount in the Core Investments is not sufficient to make a payment, the future payments will be terminated on the recordkeeping system. Notification will be sent to the Employer, who may request that the all securities held at SDBA Provider will be liquidated;
- (C) Transfers of money from SDBA Provider to the Core Investments to satisfy future payments can only be made by the Participant;
- (D) Future payments will not be backdated to the original effective date.
To restart future payments, the Participant must transfer money to the Core Investments and resubmit any forms necessary to set up future payments.

7. Required Payments under the Plan, the Code or the Payment Option Selected

Any Participant who has established a SDBA account and has required payments will be responsible for transferring the amount of money sufficient to maintain their periodic payments to the Core Investments.

If required payments fail because there is not enough money in the Core Investments, the following will occur:

- (A) The Participant will be mailed a letter each month for three (3) consecutive months notifying them that they have not met the required Core Investments minimum for required payments (the stated \$2,500 Core Investment balance minimum plus 150% of the next three (3) months of required payments).
- (B) If the amount in the Core Investments is not sufficient to make a payment, the Employer will be notified that all securities held at SDBA Provider will be liquidated according to the Letter of Instruction from the Employer and the total balance will be transferred back to the Core Investments and allocated to the Plan default option, in the absence of instructions from the Participant;
- (C) A restriction will be placed on the account, preventing the Participant from moving money to the SDBA;
- (D) Required payments will be made as of the current date; and
- (E) The required payment schedule will be restarted for future required payments.

8. Death Benefit Payments

A beneficiary cannot access the SDBA. Upon receipt of a death benefit claim at the home office in Greenwood Village, Colorado in good order, SDBA Provider will be directed to freeze SDBA activity and cancel any open orders. Securities held in the SDBA Provider account will be liquidated according to the Letter of Instruction from the Employer and the proceeds will be transferred to the plan default in the Core Investments for disposition in accordance with the terms of the Plan. Trailing dividends will be similarly transferred to the Core Investments for disposition in accordance with the terms of the Plan.

9. Closing SDBAs

Participants must contact SDBA Provider to close their account. Once the account is closed, the Participant cannot initiate any further transfers to the SDBA account. However, the SDB account will remain in pending closure status for 45 days to receive trailing dividends. If a dividend is paid into the account after the Participant has transferred all money to the Core Investments, the Participant (or beneficiary) must call SDBA Provider to liquidate securities and wait for the transaction to settle in the Designated Fund. Once the securities have settled in the Designated Fund, the Participant must contact Great-West to initiate the transfer from

the SDBA Provider Designated Fund to the Core Investments. If a Participant closes their SDBA account, they will have to open a new account with a new account number.

10. Name and Address Changes

Name and Address changes must be submitted to the home office in Greenwood Village, Colorado. Participants must also notify the SDBA Provider of any address changes.

11. Special Recordkeeping Associated with the Self-Directed Brokerage Account Option

The parties hereto agree and acknowledge that the recordkeeping in respect of the SDBA program will differ from the recordkeeping services described elsewhere in this Agreement.

- (A) Rebalancer and dollar cost averaging are not available for any SDBA.
- (B) Participant statements issued according to this Agreement will show one balance for the SDBA account. The rate of return will be included on the statement for the SDBA balances. No transactions within the SDBA will be shown on this statement.
- (C) The following information will not be shown on the quarterly Plan Summary Report for SDBAs:
 - 1) Realized and unrealized gains and losses;
 - 2) Cost basis; and
 - 3) Reportable transactions.
- (D) No in-kind distributions are allowed from the SDBA account.
- (E) Transaction timing information is described in Schedule A attached.

B. GENERAL INFORMATION

1. The parties hereto agree and acknowledge that SDBA Provider is an independent, unaffiliated third party to Great-West and its affiliates and that SDBA Provider may review and amend the fees charged at any time without notice.
2. The availability of a mutual fund, stock, or bond under the SDBA program does not constitute a determination by Great-West, its affiliates or their employees, officers, directors, agents or affiliates (collectively Great-West) of the merits, prudence, or advisability of the SDBA program, nor does Great-West or its affiliates provide investment advice or recommend or evaluate the merits or suitability of any investment available through the SDBA program. Neither Great-West nor its affiliates act as a fiduciary with respect to the selection and retention of the SDBA program or any Participant SDBAs held thereunder.
3. Employer understands that neither Great-West nor its affiliates have any discretionary authority and cannot exercise discretionary control on behalf of the Plan or SDBA Provider and are not an agent of SDBA Provider. However, except those duties expressly performed by Employer or SDBA Provider pursuant to this Recordkeeping and Communication Services Agreement, all ministerial administrative functions related to the SDBA arrangement are to be performed by Great-West according to this Agreement. Employer agrees that SDBA Provider may act pursuant to instructions provided according to the terms of this Agreement and pursuant to Participant directions.
4. Employer hereby authorizes that the services in this Agreement to be performed in the following limited and nondiscretionary capacity: to forward cash to SDBA Provider on behalf of the Plan and Plan Participants; and to direct SDBA Provider to liquidate any SDBA assets and transfer such assets to the recordkeeping system at the home office in Greenwood Village, Colorado in order to pay fees, expenses and benefits in respect to payment options required under the Plan and close Participant SDBA accounts according to Letter of Instruction Regarding Self Directed Brokerage Account and/or Participant instructions. The limited authority granted above includes the authority to transmit instructions to SDBA Provider to transfer assets from SDBAs to another Plan investment provider; to transfer assets to or from a SDBA in accordance with this Agreement; and to take any other ministerial actions incidental to the administration of the foregoing.

5. In addition to the recordkeeping and communication fee described in the Agreement, an annualized fee of \$50.00 per year per Plan shall be collected from the account of each Participant utilizing the SDBA, deducted from each participant's Core Investments account balance on a pro rata basis in an amount of \$12.50 per quarter (as defined below) per Plan. A quarter shall be defined as the period from the 21st day of the third month of the preceding calendar quarter to the 20th day of the third month of the current calendar quarter. This fee will not be assessed in respect of any quarter that the Participant maintains a zero (\$0) balance in the SDBA for the entire quarter. The fee shall not be subject to change during the initial three-year term of this Agreement, or during the subsequent three-year option term, if applicable. Participants electing to invest in the SDBA will also be assessed separately by SDBA Provider its fees, the management and other fees specific to each investment option selected. The commissions and/or fees charged by SDBA Provider are set forth on SDBA Provider's Web-site and will be charged to the Participant's SDBA as they apply to the SDBA arrangement. These commissions and/or fees are subject to change at any time without notice. Great-West and/or one or more of its affiliates may receive revenues from SDBA Provider which reimburses for administrative and systems interface.

C. LIABILITY

Employer acknowledges that neither SDBA Provider nor Great-West and its affiliates acts as a fiduciary with respect to the Participant's selection or retention of SDBA assets or investments. Neither SDBA Provider nor Great-West and its affiliates has any duty to monitor purchases, sales, or exchanges of securities in the Participant SDBAs and other transactions in the SDBA, or to determine whether the amount contributed or transferred to SDBA Provider from the recordkeeping system for any Participant Account is proper or correct.

D. TERMINATION

The SDBA arrangement may be terminated by Employer or Great-West at any time upon written notice to the other party. Such termination will be effective sixty (60) days after the date of mailing such notice. Upon termination, the Employer agrees to provide direction with respect to the disbursement of any monies or securities invested in the SDBA arrangement.

Schedule E
Transaction Timing

A. Transfers to SDBA Provider:

Participant initiated transfer requests from the Core Investments to the SDBA account that are received at the home office on a Business Day before 2:00 p.m. Mountain Time will be processed and sent to SDBA Provider the second Business Day, if all of the Core Investment option providers associated with the transfer request meet the "late day" trading requirements. "Late day" trading means that the investment option provider agrees to accept transactions at that Business Day's price that are initiated prior to 2:00 p.m. Mountain Time but are received by the investment option provider after 2:00 p.m. Mountain Time. If received at the home office on a Business Day after 2:00 p.m. Mountain Time, transfers will be processed and sent to SDBA Provider the third Business Day.

B. Transfers from SDBA Provider:

Participant initiated transfer requests from the Money Fund at SDBA Provider to the Core Investments that are received by SDBA Provider on a Business Day before 2:00 p.m. Mountain Time will be received at the home office approximately three (3) Business Day after requested from SDBA accounts. Once received at the home office, the amount transferred will be deposited to the applicable investment options according to the transfer timing schedule described in this Agreement.

C. Loans, Lump-Sum Withdrawals, Non-Required Periodic Payments and Required Payments under the Plan, the Code or the Payment Option Selected:

The Participant must sell sufficient securities to raise the required amount of cash in the Designated Fund and then transfer the cash from the Designated Fund to the Core Investments. Once the transfer is received in the Core Investments, the loan or first payment will be available the later of five (5) Business Days after the Business Day the SDBA monies (and complete and accurate information necessary to process the request) or the date of the scheduled payment.

D. Death Benefit Payments:

1. SDBA Investment in Mutual Funds and Bonds:

Once complete and accurate information necessary to process the death benefit request is received at the home office, SDBA Provider will be notified to liquidate all securities in the SDBA and transfer them to the Core Investments on the recordkeeping system at the home office. The death benefit request will be processed no later than the eleventh Business Day and the check will be processed and mailed no later than the twelfth Business Day.

2. SDBA Investment in Stock With or Without Mutual Funds and/or Bonds:

Death benefit requests that include stock investments in the SDBA will be completed no later than two (2) Business Days after the schedule described above in subparagraph D1 given that stock investments require two (2) additional Business Days to settle.

E. Closing the SDBA:

In event the SDBA account is closed, the Participant's SDBA account will remain in pending closure status for forty-five (45) days to receive trailing dividends. If a dividend is paid into the SDBA account after all of the SDBA money has been transferred, the Participant (or beneficiary) must follow the procedures described in Section A. 9 of this Exhibit. Once the dividend has been paid into the Core Investments on the recordkeeping system at the home office, the check will be available according to the schedule described in Section C above.

Exhibit F
UNFORESEEABLE EMERGENCY WITHDRAWAL REQUEST GENERAL
INSTRUCTIONS

Pursuant to the Code and applicable Treasury regulations, the circumstances that will constitute an unforeseeable emergency will depend upon the facts of each request, but must be the result of:

1. a sudden and unexpected illness or accident of the participant, beneficiary, the Participant's or beneficiary's spouse or dependent, as defined under Internal Revenue Code Section 152 (without regard to section 152(b)(1), (b)(2) and (d)(1)(B));
2. the loss of the Participant's or beneficiary's property due to casualty; or
3. the following extraordinary and unforeseeable circumstances arising as a result of events beyond the Participant's or Beneficiary's control:
 - (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; or
 - (C) The need to pay for the funeral expenses of a Participant's beneficiary, the Participant's or beneficiary's spouse or dependent (as defined in IRC Section 152 without regard to section 152(b)(1), (b)(2) and (d)(1)(B)).

The following are examples of some of the situations that are not considered an unforeseeable emergency:

1. payment for an elective medical or dental procedure;
2. purchase of a home or real estate;
3. payment of educational expenses;
4. automobile repairs;
5. litigation expenses;
6. unpaid rent or mortgage payments;
7. unpaid utility bills;
8. loan repayments;
9. 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);
10. payment of income taxes, interest or penalties;
11. payments arising from marital separation or divorce; or
12. any other event listed in an addendum attached to the Agreement.

A distribution on account of an unforeseeable emergency may not be made to the extent that any such hardship is or may be relieved:

1. through reimbursement or compensation by insurance or otherwise;
2. by liquidation of the participant's or Beneficiary's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship;
3. by cessation of deferrals under the Plan if required by the Plan document (Participant's only);
4. if the Participant or Beneficiary qualifies for a commercial bank loan, where required by the Plan; or
5. by any other circumstances listed in an addendum attached to the Agreement.

The amount of the payment pursuant to an unforeseeable emergency withdrawal request shall be permitted only to the extent reasonably necessary to satisfy the emergency.

Exhibit G Privacy Notice

The Great-West Family of Companies
Great-West Life & Annuity Insurance Company
The Great-West Life Assurance Company (US operations)
First Great-West Life & Annuity Insurance Company
Alta Health & Life Insurance Company
Advised Assets Group, LLC
BenefitsCorp, Inc. ‡
GWFS Equities, Inc. ‡
BenefitsCorp, Inc. of Wyoming ‡
Canada Life Insurance Company of America
Canada Life Insurance Company of New York
The Canada Life Assurance Company (US operations)
Emjay Corporation
Emjay Retirement Plan Services, Inc.
Financial Administrative Services Corporation
Great-West Benefit Services, Inc.
Greenwood Investments, LLC
GW Capital Management, LLC
GWL Properties Inc.
Maxim Series Fund, Inc.
National Plan Coordinators of Delaware, Inc. ‡
NPC Administrative Services Corporation ‡
NPC Securities, Inc. ‡
Great-West Healthcare Holdings, Inc. *
Great-West Healthcare, Inc. *
Great-West Healthcare of Arizona, Inc. *
Great-West Healthcare of California, Inc. *
Great-West Healthcare of Colorado, Inc. *
Great-West Healthcare of Florida, Inc. *
Great-West Healthcare of Georgia, Inc. *
Great-West Healthcare of Illinois, Inc. *
Great-West Healthcare of Indiana, Inc. *
Great-West Healthcare of Kansas/Missouri, Inc.
Great-West Healthcare of Massachusetts, Inc. *
Great-West Healthcare of New Jersey, Inc. *
Great-West Healthcare of North Carolina, Inc. *
Great-West Healthcare of Ohio, Inc. *
Great-West Healthcare of Oregon, Inc. *
Great-West Healthcare of Pennsylvania, Inc. *
Great-West Healthcare of Tennessee, Inc. *
Great-West Healthcare of Texas, Inc. *
Great-West Healthcare of Washington, Inc. *
One Orchard Equities, Inc.
Orchard Capital Management, LLC
Orchard Trust Company, LLC
P.C. Enrollment Services & Insurance Brokerage, Inc. ‡
Westkin Properties Ltd.

‡ www.gwrs.com

* www.greatwesthealthcare.com

Revised 03/2005 (standard + CA)

The Great-West Family of Companies protects your privacy. We have strict policies to keep your nonpublic personal information private. We may share it with affiliates and third parties that we do business with, and in other ways permitted by law.

Information We Collect. We collect and store information. It comes from forms that you complete, from business you have conducted with us and other parties we do business with and from consumer and insurance reporting companies.

Security of Your Information. We have physical, administrative, and technical safeguards in place to protect your privacy.

Access to Information. The only employees who have access to your records are those who need it for business reasons.

Our Information Sharing Practices. We limit the information we share and the parties we share it with. We share your information to help you do business with us. What we share depends on the types of products or services you request. For example, we may share information:

- from business forms (such as your name, address, SSN, plan or ID number, assets and income)
- about your business with us, or others (such as your policy or contract coverage and benefits and payment history)
- about your relationship with us (such as the products or services you purchased)
- from your employer, benefit plan sponsor, or group product (such as your name, address, SSN, plan or ID number and age)
- from consumer and insurance reporting organizations (such as your credit, financial or health history, please note, these organizations may retain information provided to us and disclose it to others)
- from other third parties (such as health and demographic information)
- from visitors to our Web sites (such as information you provide online from forms, site visit data and "cookies")

Sharing of Health Information. We won't share your health information, unless such sharing is permitted or required by law. For a description of how we share your health information, please contact our Privacy Officer at the address noted below.

Sharing Information with Other Parties. You may permit us to share your information with other parties. Your information may be shared without your consent with our affiliates and other third parties if permitted by

law. We do not share your information for any purpose that requires an opt-in or opt-out.

Our affiliates are listed and include, but are not limited to, our broker-dealers, our HMOs, and our trust company. Your information may be shared to serve you better or to make it easier for you to do business with us.

We may also share your information with vendors and financial institutions. Vendors perform services for us such as processing transactions. Financial institutions such as banks have marketing agreements with us. We have agreements with these parties requiring them to protect the privacy of your information. They are not allowed to use the information other than as specified or permitted by law.

Other disclosures that may be made without your consent, include:

- To detect or prevent fraud & other criminal activity;
- To a medical professional for eligibility or audit purposes;
- In response to a question from a government agency;
- For purposes otherwise permitted or required by law;
- In response to a subpoena or court order;
- To a group policy holder to report claims experience or for an audit;
- In connection with a sale or merger of all or part of our business;
- To a government agency to determine your eligibility for benefits they may have to pay for;
- To a peer review committee to evaluate a medical professional;
- To a certificate holder or policyholder to provide information about the status of a transaction.

Our Treatment of Information about Former Customers. If our relationship ends, we will not share your information with third parties except as the law requires or permits.

Access to Information. You may access your information by submitting a written request that describes the information. We will respond within 30 business days or as required by state law. Our response will explain the nature and substance of the information on record. We will identify, if recorded, the parties we shared your information with over the last 2 years.

Right to Correct, Amend or Delete Information. You may submit a written request to us to correct, amend or delete any information in our records. We will respond to your request within 30 business days or as required by state law.

If we agree to your request, we will notify you in writing.

We will provide the corrected information to any person you identify that has received the information in the last 2 years and to any insurance reporting organization we may have provided the information to over the last 7 years. If we refuse your request, we will explain why and you will have the right to file a statement of disagreement.

We reserve the right to revise this policy as needed. If changes are made, we'll send you a revised notice and post the new policy on the www.gwla.com web site.

Privacy Officer

Great-West Life & Annuity Insurance Company
8525 East Orchard Road
Greenwood Village, CO 80111

Exhibit G
REALITY INVESTING ADVISORYSM SERVICE AGREEMENT

Exhibit H
GREAT-WEST PROPOSAL DATED January 23, 2007

Exhibit I
GREAT-WEST'S April 30, 2007 FINALS PRESENTATION

Exhibit J
GREAT-WEST'S PRESENTATION CLARIFICATION DOCUMENT
DATED May 4, 2007

**Exhibit K
GREAT-WEST E-MAIL
DATED June 7, 2007**

Exhibit L
GREAT-WEST'S PROPOSAL
DATED January 23, 2007