

**FOURTH AMENDMENT TO CITY CONTRACT NO. C-112352 BETWEEN
THE CITY OF LOS ANGELES AND
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
FOR ADMINISTRATION, RECORDKEEPING, EMPLOYEE
COMMUNICATION/ENROLLMENT SERVICES, BROKERAGE WINDOW AND
TRUSTEE SERVICES RELATIVE TO THE CITY OF LOS ANGELES §457 DEFERRED
COMPENSATION PLAN**

This Fourth Amendment to City Contract No. C-112352 is entered into by and between the City of Los Angeles (hereinafter referred to as "CITY"), and Great-West Life & Annuity Insurance Company, including its subsidiaries of: FASCore, LLC and GWFS Equities, Inc. (hereinafter referred to as "GWL&A"), a Greenwood Village, Colorado corporation, with reference to the following:

WHEREAS, CITY and GWL&A have entered into City Contract No. C-112352 (the "Contract") for GWL&A to provide administrative, recordkeeping, employee communication/enrollment services, brokerage window and trustee services for the City of Los Angeles §457 Deferred Compensation Plan; and

WHEREAS, CITY and GWL&A have entered into a First Amendment to City Contract No. C-112352 (the "Contract") for GWL&A effective on December 21, 2007; and

WHEREAS, CITY and GWL&A have entered into a Second Amendment to City Contract No. C-112352 (the "Contract") for GWL&A effective on July 3, 2008; and

WHEREAS, CITY and GWL&A have entered into a Third Amendment to City Contract No. C-112352 (the "Contract") for GWL&A effective on _____; and

WHEREAS, CITY and GWL&A are desirous of amending the Contract for the purpose of: (a) renewing the Contract for a new term and; (b) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment.

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions set forth herein, the parties hereto covenant, agree and represent as follows:

1. The third paragraph of subsection I.B.1 of Article 1.0 Services shall be deleted and replaced in its entirety with the following new provision:

“With respect to GWL&A’s provision of the services related to the custom asset allocation profiles (the “Custom Profiles”), CITY acknowledges the following:

1. The CITY will be responsible for choosing the Custom Profile’s underlying investment options. Investment options can be mutual funds, collective trusts or separate accounts, including up to 7 underlying funds, 4 rebalance transactions per year, 1 underlying fund replacement per year and quarterly portfolio position reporting. Mutual funds may include Sub-TA administration fees, Net Asset Values/Unit Values must be remitted daily within specific time parameters, and applicable interest rates may not be updated more frequently than quarterly. The CITY will be responsible for providing its instructions (whether provided by the CITY or its designee) for the allocation mix for each Custom Profile to GWL&A and will be responsible for ensuring that those instructions are accurate and that the Custom Profiles meet the CITY’s Investment Policy. GWL&A shall not be liable for action or inaction taken in accordance with any erroneous instructions received from the CITY, or its designee. The Custom Profiles may be referred to as Profiles or Portfolios, but may not be branded as Funds.

It is intended that an investment in the Custom Profiles will represent an investment in the Custom Profile’s underlying investment options, and not a separate security. CITY represents and warrants to GWL&A that the Plan and the Custom Profiles offered under the Plan are each exempt from the registration requirements under the Securities Act of 1933, the Securities Act of 1934, and the Investment Company Act of 1940, each as amended, and have been and will be operated in compliance with all applicable federal securities laws. CITY has made its own independent decisions regarding the selection of investment options under the Plan based upon its own judgment and upon advice from its professional advisers. CITY has not relied on any communication (written or oral) of GWL&A (or its representatives) as legal, investment, tax, or accounting advice or as a recommendation to selection of any investment option.”

2. Subsection I.D.1 of Article 1.0 Services shall be deleted and replaced in its entirety with the following new provision:

“Contributions sent via wire directly to GWL&A before the close of the New York Stock Exchange (typically 4:00 p.m. Eastern Time or 1:00 p.m. Pacific Time) will be allocated effective that Business Day (at that Business Day’s unit value) if complete and accurate records are received by Great-West via FTP by that Business Day.”

3. Subsection I.E of Article 1.0 Services shall be revised by adding the following new provision to the end of this subsection:

“Participants will receive via mail paper confirmations for transactions conducted via the automated voice response system.”

4. Subsection I.F of Article 1.0 Services, shall be revised by adding the following new provision to the end of this subsection:

“CITY hereby instructs GWL&A to provide a group personal identification number (“PIN”) that shall be utilized by all new employees and all other eligible employees to enroll into the Plan on-line. GWL&A shall send deferrals and indicative data to the CITY via a payroll file feed and the CITY’s payroll system will determine whether each new participant that applies utilizing the group PIN is eligible to enroll into the Plan. Once enrolled, GWL&A agrees to send each new participant an individualized PIN unique to that participant.

All transactions generated via the Customize Website shall be confirmed to participants electronically only.”

5. Subsection I.G of Article 1.0 Services, shall be revised by adding the following new provision to the end of this subsection:

“Participants will receive via mail a paper confirmation for transactions conducted via a client service representative located at GWL&A’s home office in Greenwood Village, Colorado.”

6. The first paragraph of subsection I.L of Article 1.0 Services shall be deleted and replaced in its entirety with the following new provision:

“Upon receipt of complete payment instructions from CITY by GWL&A at its Home Office, benefit payments to Participants and beneficiaries will be made within two (2) Business Days. For the purposes of this Contract, “complete payment instructions” means that all of the requested information on the Participant benefit request form, whether via paper form or the web site has been completed along with the required signature(s)/authorizations and/or approval via Plan Service Center To-Do List by Plan Sponsor and GWL&A has completed its review of the claim in accordance with applicable sections of this Contract. Participants may apply for distributions via the Participant web site for full and partial distributions only. The benefit payments with respect to each Participant account will be made, tax withheld and the tax reporting reported as follows:”

7. Subsections II. A-J of Article 1.0 Services shall be deleted and replaced in its entirety with the attachment entitled II. GWL&A Communication Responsibilities Exhibit.
8. Pursuant to Subsection II.L of Article 1.0 Services, the GWL&A performance guarantees defined in Attachment B shall be deleted and replaced in entirety with the attachment entitled Performance Guarantees Attachment B Exhibit.
9. Subsection A. of Article 5.0 – Term of Agreement shall be deleted and replaced in its entirety with following new provision:

“A. The effective dates of the Agreement are from January 1, 2012 through December 31, 2016, subject to the termination provisions herein. If the City does not extend the contract after this initial term or if GWL&A provides a notice of termination, then, at the City’s request, GWL&A agrees to continue its performance hereunder for up to twelve months on a month to month basis until the Board terminates the Contract on 90 days notice.”

10. Subsection A of Article 6.0 – Contractor’s Compensation and Payment, as amended, shall be deleted and replaced in its entirety by the following new provision:

“A. Fees - Compensation to GWL&A

For the services provided under this Agreement, the Board will pay GWL&A the following fees:

The parties agree that the basic annual Recordkeeping and Communication Fees payable to GWL&A under this Agreement shall be \$36.97 per 457(b) participant Account per annum. Board hereby directs GWL&A to bill each calendar quarter \$9.2425 per Participant and deduct from the “Plan Administrative Fee Holding Account”, an unallocated trust assets account to be used for Plan purposes as set forth in the Plan Document. Assets in the Plan Administrative Fee Holding Account will be invested in a single investment option as specified by the Board.

In the event that seventy-five percent of all Participants utilize the on-line delivery option to receive Participant statements during the current term of this Agreement, GWL&A will reduce the basic annual Recordkeeping and Communication Fees of \$36.97 by \$0.40 to \$36.57 by the end of the subsequent quarter.

In the event that the Board should modify the Plan to allow for Roth IRA after-tax contributions and/or traditional IRA pre-tax contributions, GWL&A will establish and maintain separate participant account recordkeeping and accounting of any such contributions made and applicable earnings for an additional annual Recordkeeping and Communication Fee of \$36.97 per annum for each participant Roth and traditional IRA account established (or alternatively \$36.57 if reduced as set forth above). Amounts distributed from IRA accounts will be made and tax reported pursuant to the Internal Revenue Code in effect on the date of the distribution.

Rollover accounts from eligible Code Section 457(b), 401(a), 401(k) and 403(b) plans and from IRA's are subject to a separate \$25.00 annual fee in addition to the fees for the basic recordkeeping and communication services. This fee will be deducted from the Participant's rollover account in the amount of \$6.25 per quarter.

Self Directed Brokerage Account: with respect to Participants who utilize the Self Directed Brokerage Account as described in section C3, a \$50.00 annual fee will be charged for each Participant utilizing the Self-Directed Brokerage account. Should the City change the Self-Directed Brokerage Account provider, all associated fees passed through to Great-West and with the Self-Directed Brokerage provider may change pursuant to the new provider services and fee schedule.

Loans: A \$50.00 loan origination fee will be charged for every participant that utilizes this option, including loans made under the Plan to participant who are no longer employed with the City. Additionally, a \$25.00 per annum loan maintenance charge will also be charged to all participants with an outstanding loan. Loan payment checks that are returned due to non-sufficient funds or closed bank accounts will result in an additional fee of \$50.00 per returned check charged to the participant.

A fee of \$250 will be charged for each unforeseeable emergency withdrawal request received and reviewed by GWL&A, regardless of whether the request is approved or denied. GWL&A will bill CITY for all such fees on a quarterly basis. The sum of the quarterly fees will be deducted from the Plan Administrative Fee Holding Account.

Effective January 3, 2012, a one-time set-up fee of \$4,500 per Plan and a fee of \$5,000 per annum per Plan shall be billed to the CITY for custodial services as a result of the change from Orchard Trust Company, LLC to Wells Fargo Bank N.A. These fees shall be deducted from the “Plan Administrative Fee Holding Account” when approval from the CITY is received.

CITY hereby instructs GWL&A to provide the recordkeeping services set forth in this Agreement for the Asset Allocation Profiles for an annual maintenance fee of \$6,000 per profile. GWL&A shall provide an invoice to the CITY and shall deduct shall amount from the “Plan Administrative Fee Holding Account”. CITY hereby also instructs GWL&A to provide the recordkeeping services for the Multi-manager Profiles for an initial set up fee of \$10,000 per profile and annual maintenance fee of \$7,000 per profile. GWL&A shall provide an invoice to the CITY and shall deduct the \$10,000 initial fee and the \$7,000 (quarterly in the amount of \$1,750) for each profile from the “Plan Administrative Fee Holding Account”. In addition, in the event CITY selects the following additional services, GWL&A shall provide an invoice to CITY and such fees shall be deducted from the “Plan Administrative Fee Holding Account”:

Additional Services:	Annual Fee
Non-NSCC underlying fund administration, per fund	\$1,000

Unitization of fixed options that are quarterly rates	\$ 250
Inclusion of basis point fees into unitization	\$ 500
Inclusion of fixed fee on a quarter basis (Fee taken on a single day of each quarter)	\$ 500
Fee remitted to outside party	\$ 250

Fees for any additional services will be billed directly and deducted from the Plan Administrative Fee Holding Account when approval from the CITY is received.

The foregoing fee schedule is guaranteed by GWL&A for the term of this Agreement for the services described in this contract. Any additional services that GWL&A agrees to perform which are beyond the scope of services described in this Agreement shall be provided at a mutually agreed upon price negotiated prior to the performance of such services.”

Except as amended by this Fourth Amendment, all other terms and conditions of Contract C-112352 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers. By signing this Amendment, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement and that they have the authority to sign it. This Amendment is not binding on either party until approved by both parties.

THE CITY OF LOS ANGELES DEFERRED COMPENSATION PLAN

By _____ Date _____
Eugene Canzano
Chairperson, Board of
Deferred Compensation
Administration

GREAT WEST LIFE & ANNUITY INSURANCE COMPANY

By _____ Date: _____
Gregory E. Seller
Senior Vice President

APPROVED AS TO FORM:

ATTESTED:

Carmen A. Trutanich, City Attorney

June Lagmay, City Clerk

By _____
Curtis Kidder
Assistant City Attorney

By _____
Deputy City Clerk

Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number 0002105306-0001-1

Internal Revenue Service Taxpayer Identification Number 84-0467907

Agreement Number C-112352

II. GWL&A Communication Responsibilities Exhibit

II. GWL&A COMMUNICATION RESPONSIBILITIES

A. Special Representations

1. GWL&A representative(s) assigned to perform services under this Agreement will be properly licensed, trained, qualified and supervised with respect to the conduct of their business activities as required under applicable law and regulation. Client Service Representatives and Great-West Counselors located in the local office will maintain NASD Series 6 and 63 licenses and will have completed GWL&A's internal training program. Counselors will maintain applicable state life and variable annuity licenses.
2. GWL&A representative(s) will provide information, in a manner consistent with applicable insurance and securities law, to help each employee understand the various investment options approved by the Board. However, information supplied by GWL&A is not to be considered as "investment and/or tax advice."
3. Neither GWL&A nor its representatives shall use information obtained under the Plan to directly solicit Participants with respect to any GWL&A product or service not part of the Plan, or any non-GWL&A product or service from which GWL&A receives direct or indirect compensation, without the prior written approval of the Board or the City. Participant data will remain confidential and not disclosed to outside parties except as required by the Plan for the performance of services provided by GWL&A under this Agreement. No GWL&A representative may discriminate with respect to investment options provided under the Plan. Representative(s) must give equal and fair representations when describing the various investment options available under the Plan.
4. Compensation to representative(s) will not vary, and no fees or commissions will be received by representative(s), based upon investment options selected by the Participants.
5. The Board or its designees may attend any group meeting conducted by a GWL&A representative. Additionally, GWL&A will replace any representative(s) that the Board deems to be performing services in an unsatisfactory manner.

B. Enrollment Forms, Communication Materials and Presentations

GWL&A will be responsible for supplying all forms and communication materials necessary for the operation of the Plan. Such forms will be specifically designed for the Plan. All Communication Material developed exclusively for the City of Los Angeles will be the property of the City of Los Angeles.

1. "Communication Material" includes, but is not limited to, the following items in any format:
 - a) Enrollment kit and appropriate forms
 - b) Distribution kit and appropriate forms
 - c) Asset allocation information
 - d) Forms, Flyers and Quarterly newsletters
 - e) Summary of Plan details (Spanish version also available)
 - f) Plan-to-Plan Transfer forms

"Communication Materials" specifically exclude software, proprietary systems or applications, computing environments or programming, whether specific to the City of Los Angeles or not, that are

generally used by GWL&A to perform the purposes of this Contract. City of Los Angeles acknowledges that they gain no rights in the ISIS system or websites provided by GWL&A.

City of Los Angeles agrees that it shall not use the name, trade names, trademarks, service marks, logos, emblems, other proprietary marks, codes and/or specifications of GWL&A or its affiliates in any advertising, promotional efforts or materials without GWL&A's prior written permission or as stated herein.

2. At the request of the Board or City staff, the Board and City staff will have the ability to review any communication material, presentation material and general topics to be presented and it is agreed that approval or disapproval of the Board and/or City staff will be received within five business days and will not be unreasonably withheld.
3. GWL&A and City staff shall jointly prepare for the Board's review, comment and approval an annual communications plan detailing the immediate and long-term communications objectives for the Plan. Included within this marketing plan shall be a discussion of materials, website initiatives or modifications, marketing strategies, development timelines, testing methodologies, and appropriate metrics for all proposed and ongoing communications initiatives. Great-West and City staff shall update the Board regarding progress on the communications plan on approximately a quarterly basis.

GWL&A and the City shall collaborate to prepare and refine as necessary all required Communications Materials, website tools, and other materials. Such materials shall educate employees regarding various aspects of the Plan (including retirement planning, investment education, investment performance, and payout selection), and present all necessary information in an accurate and clear manner; and fully disclose to each employee all the Plan features and costs, both positive and negative, so that each employee may determine whether to participate in the Plan, how much to contribute, where to invest, how to take distribution, and whether/how to use other resources provided by the Plan for management of the participant's account.

In cooperation with City staff and other Plan resources, GWL&A shall create self-enrollment materials. Enrollment material must include promotional material, explanatory material, and enrollment forms, and will be available for both paper-based as well as web-based enrollment.

GWL&A and City staff shall develop communications literature as necessary to properly notify Plan participants of important Plan changes as may be required under Federal/State regulations or in accordance with directives of the Board.

Investment providers that are interested in reviewing GWL&A's communication materials describing their products may do so by requesting a review in writing. If such request is received by GWL&A, investment providers will be given three (3) Business Days to provide comments on these materials.

GWL&A's marketing and communication commitment is outlined in Attachment 13 to the agreement.

C. Communications Plan

GWL&A and City Staff will develop an annual Communications Plan which will be effective for each calendar year. The Communications Plan will outline the communications goals, strategies, and evaluation metrics for that year. Communications goals will be established in accordance with the strategic goals and directives of the Plan as established by the Board and City Staff. Communications

strategies will be developed consistent with resources available to the Plan. Evaluation processes and metrics will be developed to measure the effectiveness of the Plan's communications resources, including minimally the Plan website, automated phone system, client service representatives, local counseling services, and local group education services.

D. Communications Resources

GWL&A agrees to create an annual communications budget and make available to the Plan up to \$100,000 in actual costs per calendar year to be used for the creation, testing, production, distribution, postage, printing and labor costs, etc. of communication materials, including, but not limited to:

- Custom quarterly newsletters,
- Production of up to 5,000 enrollment kits and insert pieces in English,
- Production of existing Spanish language pieces in PDF,
- Custom website,
- Existing custom design (Premiere theme) for enrollment, web site, four communication materials/flyers (KeyTalk/Web use, Profile Portfolio, \$25 Plan, DROP Brochure),
- Maintenance of existing four custom educational presentations,
- Maintenance of existing custom distribution brochure,
- Participant surveys conducted every other year via the web site using mutually agreed upon survey questions)
- Two special mailings annually (assuming an average cost of \$6,000, one of which may be a targeting campaign) with GWL&A to provide a quote to the City for approval and payment for any additional mailing required by the CITY, and
- Communication of one fund change mailing to all plan participants annually.

GWL&A shall report the dollar amount utilized by project for each calendar quarter and for the calendar year in total. In the event that actual aggregate cost of the projects exceeds \$100,000 during a calendar year, GWL&A shall bill the City for amounts in excess of \$100,000. In the event that the entire \$100,000 has not been spent during any calendar year, the City may carry over up to \$25,000 each calendar year into the next calendar year to be utilized for communication material expenses in that next calendar year only. If any additional budgeted amounts for communication purposes are remaining at the end of the contract term, these amounts will not be payable to the City.

Should the CITY require/request any additional special mailings, target mailings and campaigns or other communication/marketing materials beyond described above, GWL&A will provide a quote to the CITY for approval.

E. Group Presentations

GWL&A representative(s) will conduct group enrollment meetings at which the following will be communicated:

1. Summary of the IRS rules and regulations applicable to IRC 457(b) deferred compensation plans.
2. Summary of the key provisions of the Plan.
3. Summary of investment options.
4. Summary of the paycheck illustration.
5. Summary of how to determine affordability concerning Plan participation.

6. Discussion of services including telephone service center, website, retirement planning, and investment seminars.
7. Instructions on how to sign up for the Plan or request an individual counseling session.

GWL&A expects to conduct a maximum of 450 group meetings annually without any increase to the GWL&A administrative fee. On a quarterly basis, GWL&A shall furnish the Board with locations and an estimate of the number of attendees of group meetings held in the past quarter.

GWL&A and the City Staff will work together to implement a variety of group meetings on general financial education and plan-specific topics as outlined in the annual communications plan as described in Article II(C).

F. Individual Counseling Sessions

Upon request, GWL&A representative(s) shall provide a self enrollment kit and/or conduct prescheduled individual counseling sessions. GWL&A representative(s) shall use or make available for use participant paycheck analysis, asset allocation assistance and retirement counseling services as approved by the Board.

G. Participant Enrollment

GWL&A shall provide the following services in respect of the enrollment of new Participants:

1. Process enrollment for all eligible employees who desire to participate in the Plan. Submit a record of the payroll authorization to the appropriate payroll department and set up a participant record.
2. Verify participant enrollment eligibility and obtain enrollment agreements.
3. Assist employees in the completion of enrollment applications. Ensure completeness of the forms, process and provide participant confirmation of enrollment forms.
4. Offer toll-free telephonic consultations, with Participants, for completion of enrollment forms.
5. Responsible for, with the Board's approval, the development of self-enrollment packets (i.e., forms, instructions and literature).
6. Provide ongoing production, printing and distribution of enrollment packets to the Board and/or directly to employees.
7. Provide assistance with and resolution of enrollment errors and omissions.
8. Notify interested employees, in writing, if the employee is not eligible after GWL&A has received confirmation from the Board.
9. Open a participant account for each employee who elects to participate in the Plan, and who completes appropriate enrollment forms.

H. Participant Complaints

GWL&A agrees to respond to all participant complaints. Participant complaints not resolved within thirty (30) Business Days shall be brought to the attention of the Board. At the request of the Board, GWL&A shall report to the Board with respect to the number/type of any and all complaints that have been resolved and not previously brought to the attention of the Board.

I. Local Office

The Board will provide GWL&A with two (2) work station cubicles at the Employee Benefits Division office. Additionally, GWL&A shall maintain a local office within the County of Los Angeles, and shall assign the equivalent of 5 full time staff representatives and administrative support personnel in either office to work on the Plan, with the licensing/registration of those staff appropriate for the duties required. GWL&A agrees that if a vacancy occurs for a period of three months or more, GWL&A will reassign existing registered representatives from its regional offices in order to meet the City's staffing needs. These staff members shall be responsible to conduct group meetings, conduct one-on-one counseling sessions, assist employees in enrolling in the Plan, conduct educational seminars, respond to telephone inquiries, and perform other work in support of the Plan. It shall be the responsibility of local registered representatives to maintain adequate supplies of all Plan communication materials at the Employee Benefits Division Office and provide adequate counter coverage during regular working hours.

J. Periodic Meetings

Upon request, GWL&A representatives shall meet with the Board staff and any other company involved with the Plan, at least quarterly, in Los Angeles, California for the purpose of reviewing the Plan's operational status, resolving any problems, and discussing any relevant issues.

GWL&A representatives shall meet with the Board at least once a calendar quarter in Los Angeles, California for the purpose of updating its members on the operation of the Plan.

Upon request of the Board, GWL&A representative(s) shall attend more frequent Board or Board sub-committee meetings and be prepared to report on the current status of the Plan and its activities as handled by GWL&A.

Performance Guarantees Attachment B Exhibit

Check Distribution—All distributions (including financial hardship withdrawals, loans, rollovers out, and benefit payment distributions) received in good order will be processed and mailed within two business days after receipt (receipt before 1 p.m. Pacific time) at Great-West's home office,

Non-Performance Penalty—Ninety (90) percent of distributions will be completed within two (2) business days measured on an annual 12-month basis, or a non-performance penalty of \$1,000 will be paid to the plan.

Statement Distribution—All participant statements will be mailed within fifteen (15) business days following the end of each calendar quarter or within ten (10) business days after receipt of required information from all third-party sources, whichever is later. (Such information shall include, but not be limited to, final fund values, investment returns information, and approval by the plan sponsor of the quarterly custom participant newsletter.)

Non-Performance Penalty—If all required information is received and all participant statements have not been mailed within fifteen (15) business days after receipt of such information, a non-performance penalty of \$500 will be paid to the plan for that quarter.

Contribution processing—100 percent of contributions will be posted the same business day if received in good order prior to close of the New York Stock Exchange (typically 4:00 p.m. Eastern Time or 1:00 p.m. Pacific Time) and the corresponding allocation instructions are received via FTP by GWL&A in good order the prior business day.

Non-Performance Penalty—Any errors corrected to this standard will be at the expense of Great-West, and a non-performance penalty of \$500 will be paid to the plan.

Client Service Representative (CSR) Responsiveness—On average for the calendar year, there will be less than 1% of calls that receive a busy signal, and the abandoned call rate will average less than 5% for the calendar year.

Non-Performance Penalty - If the average number of calls that receive a busy signal is 1% or greater and/or the abandoned call rate yearly average is 5% or greater during the calendar year, a non-performance fee of \$500 for that calendar year will be paid to the plan.

In the event the plan sponsor adds a major plan feature such as loans, or makes an investment option change that involves mapping of funds, or the plan sponsor or investment company causes a delay in statements, or any natural disaster events, extraordinary market events or volume or other causes and conditions beyond the control of Great-West, this standard will not apply for the affected quarter.

Average performance standards for the calendar year will be provided to the plan sponsor using reports generated quarterly from the recordkeeping system and the call management system.

Employee Participation Rates—All of our education and communication campaigns have specific, measurable goals associated with each. Increasing participation rates is one of our objectives, and therefore, we have designed several campaigns to meet the goals established by the plan sponsor.

We will measure and report back the results of all of our participation campaigns to the plan sponsor on a regular basis. Please be assured that our communication and Education Counselors' performance is evaluated based on their success in meeting these specific and measurable goals. Compensation and bonuses are tied to their ability to exceed plan sponsor goals, especially increasing participation rates.

Performance Target—GWL&A will target adding 600 new participants annually throughout the contract term ending December 31, 2016.