



Hartford Life

Hartford Life Insurance Company-
P.O. Box 1583
Hartford, CT 06144-1583

Administrative Services Agreement

To be signed by Plan Sponsor

1.0 Agreement

1.1 This Administrative Services Agreement (hereinafter the "Agreement") is made and entered into by and between the Plan Sponsor and Hartford Life Insurance Company, a Connecticut corporation (hereinafter "Hartford Life"). It is hereby represented by the Plan Sponsor that the Plan Sponsor has authority to act for the Plan and to contract for services on behalf of the Plan.

1.2 The purpose of this Agreement is to facilitate the maintenance of Individual Accounts and the administration of the Plan with respect to those Investment Options offered by Hartford Life and authorized by the Plan Sponsor as it pertains to accounting for contributions, benefit payments, the withholding of taxes from such benefit payments, and the proper reporting to Participants, annuitants, and governmental agencies. The Plan Sponsor represents that during the term of this Agreement, and with respect to the services to be provided by Hartford under this Agreement, that Hartford Life shall be the provider of such services to the Plan with regard to participant accounts maintained under this Agreement and Group Funding Agreement Number 150018.

1.3 Unless expressly provided otherwise, the services rendered by Hartford Life pursuant to this Agreement shall be performed at no additional cost to the Plan Sponsor. Upon the request of the Plan Sponsor, Hartford Life will make a reasonable attempt to secure appropriate services, other than those provided under this Agreement, from other sources with any and all agreed upon fees charged back to the Plan Sponsor.

2.0 Definitions

2.1 As used herein, the following words and phrases have the meanings set forth as in this Section, unless this Agreement expressly provides otherwise:

"Code" means the Internal Revenue Code of 1986, as amended, including any regulations or rulings thereunder;

"Employer" means County of San Mateo;

"Individual Account" means that portion of the Plan's assets in an Investment Arrangement which is held for the benefit of a Participant pursuant to the terms of the Plan;

"Investment Arrangement" means the arrangement(s) between the Plan Sponsor or Trustee and Hartford Life to fund the Plan;

"Investment Option" means any investment provided under one or more Investment Arrangements;

"Participant" means an employee (or former employee) of the Plan Sponsor participating in the Plan and for whom an account under the Plan is maintained;

"Plan" means the deferred compensation plan for employees of the County of San Mateo, a plan established and maintained in accordance with the provisions of Code Section 457;

"Plan Sponsor" means the Employer and its designated representative;

"Plan Sponsor Contact" means

Name and/or Title Mr. Paul Hackleman
Benefits Manager
Address San Mateo County Employee and Public
Services Department
455 County Center-EPS133
City, State, Zip Redwood City, CA 94603-1663;

"Trust" means the trust and custodial accounts maintained by the Trustee under the Plan's trust agreement;

"Trustee" means the trustee(s) named in the Plan's trust agreement, if any.

3.0 Participant Individual Account Services

3.1 Hartford Life will establish an Individual Account for each Participant, beneficiary, or alternate payee under a Plan approved domestic relations order. For each such account, Hartford Life will record and maintain the following information:

- (a) name;
- (b) social security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;

- (g) investment transfers;
- (h) benefit payments.

To establish an Individual Account for an employee, the Plan Sponsor, after determining such employee's eligibility under the Plan, must provide Hartford Life with an application. To establish an Individual Account for an alternate payee, Hartford Life must be provided: a copy of the court approved domestic relations order; a letter from the Plan Sponsor approving the establishment of the Individual Account which shall include specific instructions on the disposition of the amount in question and the investment rights of the alternate payee under the Plan; and an application for the alternate payee. To establish an Individual Account for a beneficiary, Hartford Life must be provided a certified copy of the death certificate of the Participant and an application for the beneficiary.

3.2 Hartford Life will provide a toll free telephone service, or voice response unit (VRU), that enables each Plan Participant to perform certain functions which include, but are not limited to:

- a) redirecting the investment of future contributions among the Investment Options;
- b) transferring amounts held in the Participant's Individual Account among the Investment Options;
- c) obtaining the Participant's Individual Account balance in total and on an investment fund basis for the previous valuation day; and
- d) obtaining the accumulation unit value/price for the previous valuation day for each of the Investment Options.

Hartford Life will provide customer representatives to support the utilization of the VRU during normal business hours. Hartford Life may also provide these enumerated services and features through an Internet site(s) available to Plan Participants. Hartford Life will record all activity of the VRU and Internet site(s) in accordance with generally accepted record retention practices. Hartford Life will operate its VRU and Internet services in accordance with reasonable provisions to ensure the security of such services. The VRU and Internet site(s) may occasionally be unavailable to accommodate system maintenance.

4.0 Contributions

4.1 The Plan Sponsor shall determine, arrange for, and supply, directly to Hartford Life or its designee, cash proceeds representing Contributions to the Plan and all data necessary to properly allocate Contributions. The cash and allocation data submitted to Hartford Life must be in "good order." Good order means that the allocation data submitted by the Plan Sponsor to Hartford Life reconciles with both the cash remitted to Hartford Life and the Participant Accounts on record with Hartford Life.

Good order also means that cash and allocation data are submitted electronically in a layout and format mutually agreed to by both Hartford Life and the Plan Sponsor. For transactions that are not in good order, Hartford Life shall return the cash to the Plan Sponsor within 5 business days, unless directed otherwise. Hartford Life is not responsible for collecting any Contributions that may be due to the Plan but are not deposited with Hartford Life.

4.2 Contributions to the Plan will be allocated among each Participant's Individual Account, according to the instructions filed with Hartford Life by the Plan Sponsor, subject to the terms of the Plan. Contributions will be invested among the Investment Options under the Investment Arrangement in accordance with the terms of the Investment Arrangement and the most current investment direction on file at Hartford Life. Transactions are valued as of the close of regular trading on the New York Stock Exchange (usually 4 p.m. Eastern time) on each day the Exchange is open. Contributions and allocation data received in good order before the close of the New York Stock Exchange are considered part of that day's receipts. Contributions and allocation data received in good order after the close of the New York Stock Exchange will be considered part of the next day's receipts. Where the terms of the Investment Arrangement and this paragraph conflict, the terms of the Investment Arrangement will govern.

4.3 Data for processing will be submitted to Hartford Life via a medium and format mutually agreed to by both Hartford Life and the Plan Sponsor.

4.4 Any amounts contributed in error by the Plan Sponsor to the Plan shall be returned to the Plan Sponsor within seven business days of the receipt of a written notice from the Plan Sponsor to Hartford Life which establishes the error, the amount of such error and the intended disposition of such error.

4.5 For purposes of this Section 4.0, the term "Contributions" shall include amounts under the Plan transferred to the Investment Options from other Plan funding vehicles.

5.0 Benefit Payments

5.1 The Plan Sponsor shall notify Hartford Life in writing of each Participant, beneficiary, or alternate payee the Plan Sponsor has determined is entitled to receive benefit payments under the terms of the Plan. Such notice shall instruct as to the form of benefit payment. For purposes of this Section 5, the term Participant shall include beneficiaries and alternate payees as applicable.

5.2 Pursuant to any notice received at Section 5.1, Hartford Life shall issue benefit payments to each Participant from the Participant's Individual Account.

5.3 To the extent required by federal and state law, Hartford Life will calculate and withhold from each benefit payment federal and state income taxes. Hartford Life will report such withholding to the federal government and state government, with a copy to the Plan Sponsor. All income taxes, so withheld, will be remitted by Hartford Life to the appropriate federal and state tax authorities within the time prescribed by federal and state law.

5.4 Hartford Life shall furnish to each Participant who has received a benefit payment tax reporting form(s) in the manner and time prescribed by federal and state law. Each Participant remains solely responsible for any tax liability incurred as a result of such benefit payment.

6.0 Financial Records

6.1 Hartford Life shall establish and maintain financial records for the purposes of this Agreement in accordance with generally accepted accounting practices and procedures which include:

- a) a record of all notifications from the Plan Sponsor concerning Participants who are to receive benefit payments per Section 5.0 of this Agreement;
- b) statements of gross benefit payments under Section 5.0 of this Agreement;
- c) statements of all federal and state income taxes withheld under Section 5.3 of this Agreement;
- d) records of all income tax withholding reports as filed with the federal government and state government(s) on behalf of the Plan Sponsor;
- e) records of all transactions within the Individual Accounts.

7.0 Individual Participant Reports

7.1 Hartford Life shall mail directly to each Participant (beneficiary or alternate payee as applicable) at the address on file:

- a) with each benefit check, a statement of gross benefit payment made under Section 5.0 of this Agreement, including the amount of federal and state taxes withheld and the net amount paid;
- b) a confirmation of investment fund transfers, allocation changes, name and address changes within one (1) business day of such activity;
- c) a statement of accounts summarizing all financial activity for each calendar quarter within ten (10) business days of such quarter end.

8.0 Plan Sponsor Reports

8.1 Hartford Life shall furnish to the Plan Sponsor:

- a) a monthly report containing a statement of each and every periodic benefit payment made under Section 5.0 of this Agreement which includes the amount of federal and state taxes withheld pursuant to Section 5.3;
- b) for each calendar quarter, a report including all contribution, investment, and benefit payment activity which occurred during the calendar quarter, as well as calendar quarter beginning and ending account values, including gains or losses for the calendar quarter;
- c) data or information to enable the Plan to determine assets and earnings in connection with requirements of the Government Accounting Standards Board to meet Comprehensive Annual Financial Report (CAFR) requirements.

8.2 If requested by the Plan Sponsor, Hartford Life will provide copies of reports previously provided to the Plan Sponsor. Hartford Life reserves the right to charge a fee for such copies.

8.3 If Investors Bank & Trust Company has been appointed by the Plan Sponsor as Trustee for the Plan, Hartford Life will report to the Trustee each calendar quarter the total value of the assets of the Plan held. In addition, the reports described in Section 8.1 are delivered by Hartford Life to the Plan Sponsor on behalf of the Trustee.

9.0 Other Services

9.1 Hartford Life shall prepare and mail to the Plan Sponsor topical updates regarding legislative and regulatory changes affecting the Plan. The Plan Sponsor agrees and acknowledges that such updates are informational only and do not constitute tax, legal, or investment advice.

9.2 Hartford Life shall assist in the completion of enrollment forms for eligible employees who elect to participate in the Plan. Hartford Life shall provide informational and promotional material regarding the Plan for distribution to employees. The Plan Sponsor agrees to allow and facilitate the periodic distribution of such material to employees.

9.3 Hartford Life shall conduct or arrange to have conducted group presentations to explain the Plan to employees. The Plan Sponsor agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. Hartford Life agrees that a sufficient number of qualified personnel shall be made available to discuss the Plan with individual Participants.

9.4 Hartford Life representatives shall provide, in a manner consistent with insurance and securities law, information to help each employee understand the various Investment Options approved by the Plan Sponsor.

9.5 Forms and materials required to maintain Participant and Plan level records for the Plan shall be provided at no additional cost to the Plan Sponsor.

9.6 All persons and companies authorized to offer investments under the Plan must be duly licensed by the applicable state and federal regulatory agencies. All Hartford Life personnel that have contact with employees, other than of a routine administrative nature, will have any necessary state insurance licenses and will be registered with the NASD, to the extent required by law, and will be trained, licensed, and supervised with respect to the conducting of their business activities hereunder.

9.7 Hartford Life shall assist each Participant in calculating his or her deferral limitation under applicable law, help to reconcile any account discrepancies, and provide information to explain the procedures of the Plan.

9.8 Upon request by any Participant in the Plan, a representative shall provide information about the various payout options available under the Plan, shall provide an annuity or installment payment illustration and shall help the Participant complete the necessary application and other forms in order to receive payment.

9.9 Unless the Plan Sponsor elects otherwise below or until notified in writing by the Plan Sponsor otherwise, Hartford Life will arrange to make available the services identified below. Hartford Life has made arrangements for Morningstar Associates, LLC to provide Morningstar ClearFuture online investment guidance, research and educational services to Plan Participants. The Morningstar ClearFuture service is accessed through a secure link on the HartfordOnline group retirement plan website. This online service provides the Plan and its Participants with access to research, education and asset allocation recommendations only; it does not provide recommendations of specific investment choices. Through this service, the Plan Sponsor will have access to participant usage statistics through the Morningstar ClearFuture Sponsor Measurement Module. Morningstar Associates LLC is not affiliated with Hartford Life. To make this service available, Hartford Life will share with Morningstar Associates, LLC all necessary Plan and Plan Participant information on record at Hartford Life. If you do not want us to share information with Morningstar, you must elect below not to have the Morningstar ClearFuture services made available to the Plan and its Participants. There is no fee for this service. However, Hartford Life reserves the right to charge a fee for making this service available by amending this Agreement. If so amended, continued access to Morningstar ClearFuture will require the payment of any applicable fees. Hartford Life may discontinue making this service available at any time. The Plan

Sponsor may discontinue access to this service at any time by written notice to Hartford Life.

Do not make the Morningstar ClearFuture services available to the Plan and its Participants.

10.0 Records Management

10.1 Except as otherwise provided herein, Hartford Life shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Investment Options, the Plan and all federal and state income taxes withheld for three years following the date of termination of this Agreement, or, if later, the time prescribed by federal law, but only with respect to those items to which the law applies. Hartford Life may retain such records and documents on microfilm, microfiche, optical storage, or any other process that accurately reproduces or forms a curable medium for reproducing the original. The Plan Sponsor has the right to make duplicate copies at Plan Sponsor's expense.

10.2 If an audit of the Plan has begun, but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three-year period, Hartford Life shall retain the records described in Section 10.1 until the audit findings are resolved.

10.3 If, for any reason, Hartford Life ceases operations prior to the expiration of the records retention period required by this section, all records described in Section 10.1 shall, upon request of the Plan Sponsor, be made available to the Plan Sponsor.

10.4 Upon reasonable written request and during normal business hours, Hartford Life shall allow the Plan Sponsor full and complete access to all records required to be retained by Hartford Life.

10.5 The Plan Sponsor shall have the right upon reasonable written notice, exercised directly or through its independent auditors, to examine and audit Hartford Life's records to determine Hartford Life's compliance with the terms and conditions herein.

10.6 The Plan Sponsor acknowledges that Hartford Life is not responsible for auditing Plan Sponsor records or data for the Plan.

11.0 Amendment

11.1 The Agreement may be amended by Hartford Life by providing 90 days written notice of the amendment to the Plan Sponsor. If the Plan Sponsor does not terminate this Agreement in the manner set forth in Section 12.0, the amendment shall be deemed accepted by the Plan Sponsor upon expiration of said notice.

12.0 Termination

12.1 This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination, upon 60 days written notice to the other party.

12.2 Within 90 days of termination of this Agreement, Hartford Life shall deliver to the Plan Sponsor any reports required by this Agreement which have not already been provided.

12.3 This Agreement is contingent upon the existence of an Investment Arrangement. If the Investment Arrangement is discontinued, this Agreement automatically terminates as of the date the Investment Arrangement is discontinued. Discontinuance of the Investment Arrangement will not affect any obligation of Hartford Life under Section 5.0 of this Agreement to Participants who have become entitled to payments under the Investment Arrangement and the Plan prior to such discontinuance.

13.0 General Provisions

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

13.2 Hartford Life shall perform its obligations hereunder as agent for the Plan Sponsor and only in accordance with instructions received from those persons authorized to act on behalf of the Plan Sponsor as specified to Hartford Life in writing.

13.3 The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by the Plan Sponsor and that Hartford Life shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Hartford Life shall request is provided. Hartford Life shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Hartford Life by the Plan Sponsor was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Hartford Life reserves the right to charge additional fees. Hartford Life shall have no responsibility or liability for any error, inadequacy, or

omission which results from inaccurate information, data documents or other records provided to Hartford Life. The performance of obligations hereunder is subject to force majeure and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

13.4 Plan Sponsor hereby agrees that Hartford Life, 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 Hartford Life to disclose Plan and Participant information to the Plan's agent and/or broker of record on file with Hartford Life. Plan and Participant information may also be used or disclosed by Hartford Life to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Hartford Life retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the Investment Arrangement funding the Plan, or the Plan.

13.5 Where information needed to perform services under this Agreement is not received in good order, the Plan Sponsor authorizes Hartford Life to contact any employee at his or her home or business address to obtain additional information.

13.6 Hartford Life shall conduct an internal audit from time to time and shall promptly notify the Plan Sponsor of any material irregularities that would affect the operation of the Plan.

13.7 Unless otherwise agreed to in writing by the Plan Sponsor, neither Hartford Life nor its agents shall use information obtained under the Plan to directly or indirectly solicit Participants with respect to any Hartford Life product not a part of the Plan without the prior consent of the Plan Sponsor. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Hartford Life from solicitations undertaken in the ordinary course of Hartford Life's business using lists obtained from sources other than the Plan Sponsor.

13.8 The failure of the Plan Sponsor or Hartford Life at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the Plan Sponsor or Hartford Life thereafter to enforce each and every provision thereof.

13.9 Hartford Life may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of Plan Sponsor. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

13.10 Any notices provided for herein shall be in writing and shall be delivered personally, or sent by facsimile device, express delivery or registered or certified United States mail, postage prepaid, return receipt requested and shall be deemed to have been given when received by;

- a) the Plan Sponsor Contact as referenced in Section 2.1 of this Agreement and/or to such other persons at such other addresses which the Plan Sponsor has designated in writing;
- b) **Hartford Life:**
Director, Service Center Operations
Retirement Plan Solutions
Hartford Life Insurance Company
P.O. Box 2999
Hartford, CT 06104-2999

13.11 Indemnification by the Plan Sponsor - The Plan Sponsor agrees to indemnify, defend and hold harmless Hartford Life, its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against Hartford Life or incurred by Hartford Life arising out of or in connection with any claim, action or suit brought or asserted against Hartford Life alleging or involving the Plan Sponsor'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) Hartford Life has notified the Plan Sponsor promptly and in writing of the claim, action or suit; (ii) the Plan Sponsor has the right to assume the defense of such claim, action or suit with counsel selected by the Plan Sponsor 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 Hartford Life without its prior written consent, which shall not be unreasonably withheld); and (iii) the Plan Sponsor receives Hartford Life's cooperation, at the Plan Sponsor's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

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

defense. The provisions of this Section shall survive any termination of this Agreement.

13.12 Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages. The Plan Sponsor understands and agrees, on behalf of itself and each Participant, that it is the Plan Sponsor's and Participants' duty to verify the accuracy of the reports provided to them pursuant to Sections 7 and 8 herein and to notify Hartford Life of any errors at our administrative offices within thirty (30) days of their receipt of such reports. All such reports shall be binding on the recipients if not objected to within such thirty (30) day time period. Nothing in this Section shall prevent Hartford Life from correcting errors discovered beyond this timeframe in accordance with its uniformly applied administrative procedures in existence at the time such error is discovered. The provisions of this section shall survive any termination of this Agreement.

13.13 The laws of the state in which the Employer is domiciled shall govern the rights and obligations of the parties under this Agreement.

13.14 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.

13.15 Both the Plan Sponsor and Hartford Life agree to comply in all material respects with all applicable federal, state, and local laws and regulations as it affects the Plan and its operation. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court, or other authority having jurisdiction thereof.

13.16 Non-discrimination - No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

13.17 Equal benefits - Hartford Life shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

13.18 Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

13.19 This Agreement and any written appendices, amendments, and addenda hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than

those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

13.20 This Agreement shall be effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

14.0 Expense Reimbursement

14.1 For the term of this Agreement, Hartford Life shall reimburse the Employer for fees incurred by their DC Committee, the total of any such reimbursement shall not exceed \$25,000 per year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

For the Plan Sponsor

By: _____ Date: _____

Name: _____ Title: _____

For Hartford Life Insurance Company:

By: Mary Hogard Date: 5/28/09

Gary A. Hogard, Assistant Vice-President
Investment Products Division

Administrative Services Agreement
Between the County of San Mateo and Hartford Life Insurance Company
Agreement Term: July 1, 2004 through June 30, 2009

Exhibit A

1. **Agreement Term** – This Agreement shall commence on July 1, 2004 remain in effect until June 30, 2009.
2. **Investment Due Diligence** – During the Agreement Term, Hartford Life will conduct annual due diligence sessions consisting of the following:
 - a) **Committee "Training Session"** – A Hartford Life investment specialist will facilitate a training session to educate committee members on the various aspects of the investment analysis and selection process.
 - b) **Due Diligence Presentation** - A Hartford Life investment specialist will conduct an annual review of the Plan Sponsor's investment lineup. The investment data used in the review will be based on Plan assets as of the December 31 of the preceding year. We agree to submit our initial review to the Plan Sponsor by March 1st. Upon receipt of feedback from the Plan Sponsor, we agree to schedule a due diligence presentation at a mutually agreed upon date/time/location shortly thereafter.
3. **Education Platform** – Hartford Life is committed to delivering an on-site comprehensive participant retirement education platform with a goal to increase participation rates. Marie Kaplan, as your Hartford Life representative, will provide the Plan Sponsor with available on-site enrollment dates up to twelve months in advance for publication on the Plan Sponsor's website. Hartford Life's platform will include, but not be limited to, increasing participant awareness of Morningstar ClearFuture, focusing on the importance of asset allocation, and the impact of "rollovers/transfers" from the 457 plan. Hartford Life will consistently utilize our TRAK retirement planning software, during individual employee consultations, to provide them with a better understanding of how much money they will need to accumulate during their working years to fund their financial needs during their retirement years. The Plan Sponsor acknowledges and agrees that Hartford Life will not provide any investment advice and nothing in this Agreement is intended to be construed as an agreement to provide investment advice.
4. **County Internet Development** – Hartford Life shall provide the Plan Sponsor with all necessary disclosure information for use on the Plan Sponsor's internet site. This will include *Performance Reports*, *Fee Schedules*, and *Investment Option Summaries*. Hartford Life shall provide the Plan Sponsor with updated *Fee Schedules* with regard to significant changes to the expense ratio not less frequently than quarterly. Hartford Life is committed to working with the Plan Sponsor to help them effectively market the Plan on their internet site. Hartford Life will work with the Plan Sponsor to identify potential enhancements to Hartford Life's electronic services including, but not limited to electronic enrollment.
5. **Legal/Legislative Updates** – Hartford Life shall update the Plan Sponsor with regard to compliance issues affecting the Plan and may offer suggestions regarding resolution of such issues. At the request of the Plan Sponsor, Hartford Life shall expand the electronic communications audience for these updates to all Plan Sponsor committee members.
6. **Additional Administrative Service** – The Plan Sponsor agrees to provide Hartford Life with periodic census data (i.e., - new hire and pre-retiree information) in order for Hartford Life to measure its communication/education effectiveness and provide employees with targeted retirement plan information.

Administrative Services Agreement
Between the County of San Mateo and Hartford Life Insurance Company
Agreement Term: July 1, 2004 through June 30, 2009

Exhibit B

ADDITION OF SELF-DIRECTED BROKERAGE ACCOUNT OPTION

The Plan Sponsor desires to offer to Participants in its Deferred Compensation Plan a self-directed investment arrangement. The Plan Sponsor's Investment Arrangement with Hartford Life provides for the offering of a Related Participant Directed Account Option (as defined in the Investment Arrangement). The Plan Sponsor and Hartford Life agree that a Self-Directed Brokerage Account in the custody of Charles Schwab & Co., Inc. ("Schwab") constitutes a Related Participant Directed Account Option within the meaning of the Investment Arrangement.

The Plan Sponsor designates Investors Bank & Trust Company to serve as trustee ("Trustee") in connection with the Self-Directed Brokerage Accounts established with Schwab. Schwab will designate the Trustee as the holder of legal title to the assets of the Self-Directed Brokerage Accounts.

With respect to the ongoing operation and administration of the Self-Directed Brokerage Accounts established by Participants in the Plan Sponsor's Deferred Compensation Plan, the Plan Sponsor and Hartford Life agree as follows:

1.1 Hartford Life reserves the right to place limitations or restrictions on the type, class or category of investments that are available to Participants through the Self-Directed Brokerage Accounts. Hartford Life will provide Plan Sponsor with thirty (30) days prior written notice of any change to such limitations or restrictions. In addition, the Plan Sponsor may further limit the type, class or category of investments available to Participants through the Self-Directed Brokerage Accounts at their discretion or in accordance with their interpretation of state or local statutes.

1.2 Plan Sponsor has reviewed and acknowledges that the enrollment and educational materials prepared by Hartford Life for use by Participants regarding the Self-Directed Brokerage Account are acceptable. In addition, Plan Sponsor acknowledges that such materials are acceptable for use by each Participant to decide whether or not a Self-Directed Brokerage Account is a suitable investment. Hartford Life agrees that it will provide these materials in connection with inquiries by Participants regarding the establishment of a Self-Directed Brokerage Account.

1.3 Hartford Life and Plan Sponsor will allow each Plan Participant, who meets the criteria established in Section 1.4, who has determined that such investment is suitable and who has agreed to the relevant terms and conditions, the option of establishing a Self-Directed Brokerage Account.

1.4 A Participant is eligible to establish a Self-Directed Brokerage Account if such participant has:

- a) an Individual Account cash value of at least \$5,000 under the Investment Arrangement;
- b) completed and executed such documents as the Plan, Hartford Life and/or Schwab may require; and
- c) transferred no less than \$2,500 of his or her Individual Account value under the Investment Arrangement to his or her Self-Directed Brokerage Account.

1.5 Transfers are allowed between a Participant's Individual Account under the Investment Arrangement and a Participant's Self-Directed Brokerage Account. However, neither periodic contributions nor any amount transferred to the Investment Arrangement from another plan or an alternative funding medium of the Plan may be made directly to a Self-Directed Brokerage Account.

1.6 a) With respect to each Self-Directed Brokerage Account:

- i) At the instruction of the Participant, Hartford Life will transfer amounts from the Participant's Individual Account under the Investment Arrangement to the Self-Directed Brokerage Account or from the Participant's Self-Directed Brokerage Account to the Participant's Individual Account under the Investment Arrangement.

With respect to the Participant's Individual Account under the Investment Arrangement, such transaction shall be valued and effected as described under the Investment Arrangement and, if applicable, the prospectus on the business day such instruction is received in good order by Hartford Life. No such transfer shall cause that portion of the Participant's Individual Account invested in the Investment Arrangement to be less than fifty percent (50%) of the Participant's accrued benefit under the Plan. The amount of any such Participant directed transfer shall not be less than \$1,000.

- ii) Instructions with regard to the investment of assets held in the Self-Directed Brokerage Account are processed under the terms and conditions applicable by Schwab to such account. The Plan Sponsor acknowledges that only funds held under the Self-Directed Brokerage Account in cash or in a cash equivalent are eligible for transfer to a Participant's Individual Account under the Investment Arrangement.
- iii) At the direction of the Plan Sponsor, Hartford Life will request transfer of a designated amount from the Self-Directed Brokerage Account, liquidated in the order of investment as agreed to by the Participant at enrollment, to satisfy a plan benefit payment or upon the discontinuance of the Investment Arrangement. With respect to the discontinuance of the Investment Arrangement, such liquidation will be processed not more than five business days preceding the liquidation of said Investment Arrangement.
- iv) For each amount determined above, Hartford Life will initiate a trade with Schwab in accordance with the direction of the participant or the Plan Sponsor. For each purchase, Hartford Life will remit from the Participant's Individual Account under the Investment Arrangement to Schwab the proceeds necessary to effect the transfer. For each liquidation transferred to the Participant's Individual Account under the Investment Arrangement, Hartford Life will deposit the amounts received from Schwab following settlement of the trade.

- b) Hartford Life will maintain the most recent aggregate value of each Participant's Self-Directed Brokerage Account as reported to Hartford Life by Schwab.
- c) Hartford Life will report the total value of the assets of the Plan held under the Investment Arrangement and in any Self-Directed Brokerage Account to the Plan Sponsor and to the Trustee as of the close of each fiscal year of the Plan (and at such other times as may be mutually agreed).

2.1 The Plan Sponsor is solely responsible for payment of all expenses charged, directly or indirectly, by the Trustee.

2.2 The Plan Sponsor agrees that all fees, charges and other expenses assessed by Schwab in connection with any Self-Directed Brokerage Account shall be deducted, as applicable, from each Participant's Self-Directed Brokerage Account. Hartford Life shall bear no responsibility whatsoever for these fees, charges or expenses.

2.3 Hartford Life reserves the right to assess an annual fee of \$50.00 per Self-Directed Brokerage Account for transaction processing services. Hartford Life may elect to waive this right and may elect to assess the annual fee in the future after thirty (30) days advance written notice. The Plan Sponsor directs that payment of one fourth (1/4th) of such annual fee shall be withdrawn each calendar quarter by Hartford Life from each such Participant's Individual Account under the Investment Arrangement. This fee is subject to change provided a thirty (30) day notice is delivered by Hartford Life to the Plan Sponsor.

The terms of the Agreement shall apply except as otherwise provided by the terms of the Exhibit. This Exhibit is made a part of the Agreement effective upon the later of the execution of the Agreement by both parties or the filing and acceptance of an application by the Trustee with Schwab for the establishment of Self-Directed Brokerage Accounts for the Plan. This Exhibit shall remain in force until terminated by either party.

**Administrative Services Agreement
Between the County of San Mateo and Hartford Life Insurance Company
Agreement Term: July 1, 2004 through June 30, 2009**

Exhibit C

ADDITION OF ELECTRONIC ENROLLMENT OPTION

This Exhibit C is attached to and made a part of the Agreement. The terms of the Agreement shall apply herein except as may be otherwise provided by the terms of this Exhibit. If mutually agreeable to the Plan Sponsor and Hartford Life during the term of this Agreement, the following Electronic Enrollment Option will be added.

Section A Electronic Enrollment Option. The Plan Sponsor hereby elects to utilize the internet enrollment service ("e-enroll") with the following level of access (**must select one**):

- 1. Only Eligible Employees** – The Plan Sponsor will provide Hartford Life with a data file listing only employees eligible to participate.
- 2. All Employees**– The Plan Sponsor will provide Hartford Life with a data file on all employees.
- 3. Any Individual** – The Plan Sponsor will not provide Hartford Life with employee information.

The Plan Sponsor understands that e-enroll is subject further to the provisions of Section 3.3 as set forth below. The Plan Sponsor further understands that a personal identification number is not required and that access to e-enroll is available to any individual who enters the Group Number assigned to its plan by Hartford Life and, where I elect 1 or 2 above, who enters a valid Social Security Number on file with Hartford Life. Since there is no unique personal identification number, the Plan Sponsor understands that it is possible that enrollment requests could be made by individuals other than the employees on the data file. The Plan Sponsor acknowledges and agrees that Hartford Life is not responsible for and does not make determinations as to whether an employee is eligible to participate in the Plan, nor when contributions are to begin under the Plan.

Section B The second paragraph of Section 3.1 of the Agreement is hereby deleted and restated as follows:

"To establish an Individual Account for an employee, the Plan Administrator, after determining such employee's eligibility under the Plan, must provide Hartford Life with a complete enrollment application or, alternatively, Individual Accounts may be established electronically as further described in Section 3.3. To establish an Individual's Account for an alternate payee, the Plan Administrator must provide: a certified

copy of the court approved domestic relations order; a letter from the Plan Administrator that certifies that the domestic relations order is a qualified domestic relations order under Section 414(p) of the Code and that approves the establishment of the Individual's

Account with specific instructions on the disposition of the amount in question and the investment rights of the alternate payee under the Plan; and an enrollment application for the alternate payee."

Section C A new Section 3.3 is hereby made a part of the Agreement as follows:

"3.3 Hartford Life will provide internet enrollment services ("e-enroll") to the Plan. Individuals will be able to access a dedicated e-enroll internet site. The e-enroll process will capture an individual's desired contribution level, investment allocation direction and other census information. These individuals will not be able to re-access e-enroll, however they will be provided with access to the VRU and internet services described in Section 3.2 of the Agreement. The internet services will include an option to record changes to contribution levels.

The Plan Sponsor will provide Hartford Life with an employee census file. Electronic enrollments shall only be processed for those individuals on such file. Census data must be provided to Hartford Life by the Plan Administrator via a medium and format acceptable to Hartford Life.

Each week, Hartford Life will make a report available to the Plan Sponsor via the Internet that will include the following data obtained since the last report: (i) each individual who has completed the e-enroll process (or application process described in Section 3.1), including, to the extent applicable, the individual's desired contribution level; and (ii) any Participant contribution level changes made via the Internet or other service.



Hartford Life

ENDORSEMENT
TO
GC-150018

- I. The aforementioned group funding agreement is hereby amended and restated in its entirety to read as set forth in the following pages.

- II. This Endorsement shall be effective on July 1, 2004.

SIGNED FOR HARTFORD LIFE INSURANCE COMPANY BY:

Christine Hayer Repasy, Secretary

Thomas M. Marra, President

HARTFORD LIFE INSURANCE COMPANY
HARTFORD, CONNECTICUT
(A stock insurance company herein called the Company)

This Group Funding Agreement (hereinafter referred to as the "GFA") is issued in consideration of the application of the GFA Owner, a copy of which is attached to and made a part of this GFA and the payment of Contributions in accordance with the terms and conditions of this GFA.

The GFA Specifications and the Conditions and provisions on this and the following pages are part of the GFA.

Signed for the Company



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

Group Funding Agreement-Unallocated

This GFA makes provision for the accumulation of GFA values in the General Account and/or Separate Accounts of the Company.

Nonparticipating

ALL PAYMENTS AND VALUES PROVIDED BY THIS GFA WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE PROVISIONS ARE DESCRIBED UNDER THE SECTION ENTITLED: 'VALUATION PROVISIONS' BEGINNING ON PAGE 18.



Hartford Life

GROUP FUNDING AGREEMENT SPECIFICATIONS

GROUP FUNDING AGREEMENT OWNER: Manufacturers & Traders Trust
Company (M& T Bank) as
Trustee of the County of San Mateo

GROUP FUNDING AGREEMENT EFFECTIVE DATE: July 1, 2002

GROUP FUNDING AGREEMENT JURISDICTION: California

GROUP FUNDING AGREEMENT NUMBER: GC-150018

GROUP FUNDING AGREEMENT (hereinafter referred to as the "GFA")

General Account

Contributions shall be credited with interest at a rate declared for the quarter in which they are received. This rate will be guaranteed to the end of the applicable calendar year. The General Account Declared Interest Rate for any quarter shall be determined by the Company and may be changed for any subsequent quarter at the discretion of the Company. For purposes of this Section, the term "quarter" shall mean a three (3) month period commencing with January 1, April 1, June 1 or September 1, whichever is applicable.

For each subsequent calendar year, General Account assets will be guaranteed an interest rate for calendar year (the "Guaranteed Interest Rate") and such rate will never be less than 4.00%. Any change in the guaranteed or General Account Declared Interest Rate by the Company will be declared in advance of the period for which it is to become effective.

Separate Account(s)

The Separate Account(s) of the Company supporting the GFA is/are entitled Separate Account 457.

The various Sub-Accounts under this GFA and the corresponding investment Funds for each Sub-Account are set forth in the most recent Administrative Notice which is attached to and made part of this GFA.

Assets for the Investment Option Sub-Accounts in Group A, B or C are valued using Method Two as defined in Section 6, "Valuation Provisions" of this GFA.

The Deduction for Program and Administrative Expenses for assets under Investment Option Sub-Account(s) Group A, B or C will be set at 2.00% or as set forth in the most recent Administrative Notice of the average daily net assets for such Options, subject to further provisions of the Deduction for Program and Administrative Expenses Section of this GFA.

The Company reserves the right, subject to compliance with applicable law, to substitute the shares of any other registered investment company for the shares of any Fund held by a Separate Account included in this GFA. Substitution may occur if shares of any Fund(s) become unavailable, or due to changes in the applicable law or interpretations of law, or as the Company otherwise deems appropriate.

The Company also reserves the right, in its sole discretion and subject to compliance with applicable law, to add, replace, or delete Separate Accounts and/or Funds (with or without differing investment objectives) to or from this GFA, and to terminate ongoing Contributions to Separate Accounts and/or Funds under this GFA, provided the Company gives the GFA Owner thirty (30) days advance written notice of its intent to do so, and further provided that the Company takes the same action(s) with respect to all contracts of the same class and risk characteristics. If the Company adds additional Separate Accounts and/or Funds to this GFA, the Separate Accounts and/or Funds so added will be subject to the charges, fees, and transfer restrictions then in effect for such Separate Accounts and/or Funds as set forth in the most recent Administrative Notice at the time they are added to this GFA.

Competing Funds

For purposes of applying the transfer restrictions described under CONTRIBUTION PROVISIONS and WITHDRAWAL PROVISIONS, the following Funds are considered competing funds ("Competing Funds"):

General Account
Hartford Money Market HLS

The Company reserves the right, in its sole discretion, to determine whether or not any Fund included in this GFA or the most recent Administrative Notice on the Effective Date or subsequently added to this GFA or the most recent Administrative Notice after the Effective Date is or has become a Competing Fund and to change its prior position with respect to any such Fund upon thirty (30) days notice to the GFA Owner.

Deduction for Program and Administrative Expenses

For purposes of this GFA, the term, Program and Administrative Expenses shall include, but not be limited to services for comprehensive recordkeeping services, group enrollment meetings, individual counseling sessions, marketing and educational materials, retirement planning seminars, quarterly statements, performance reports, newsletters and compliance activities. For assuming the Program and Administrative Expenses under this GFA the Company makes a deduction from the average daily net assets of the Separate Accounts as described below.

The deductions, as set forth in this GFA or the most recent Administrative Notice, may be decreased by the Company, in its sole discretion and may be increased by the Company upon 90 days advance written notice to the GFA Owner, and subject to a maximum deduction of 2.00% per year from the average daily net assets of each Separate Account included in this GFA.

If directed by the GFA Owner, the Company may agree to, but is not required to, bill all or any portion of such Program and Administrative Expenses in lieu of the annualized rate of deduction as specified above. Such annualized rate of deduction shall be adjusted in an amount which is equivalent to the portion being billed.

The following table demonstrates the annualized rates for the Deduction of Program and Administrative Expenses to be maintained under this GFA. The specified annualized rates of deduction will be effective on the GFA Effective Date or as soon as administratively feasible thereafter.

ANNUALIZED RATES OF DEDUCTION			
	<u>Group A Investment Options</u>	<u>Group B Investment Options</u>	<u>Group C Investment Options</u>
For Assets Under This GFA	0.00%	0.00%	0.00%

Deductions for Program and Administrative Expenses applicable to each Investment Option under Separate Account 457 included in this GFA may increase or decrease based on the amount of assets held in such Investment Option under this GFA.

TABLE OF CONTENTS

Section		Starting on Page
	Group Funding Agreement Specifications	2
	Table of Contents	5
1	Definitions of Certain Terms	6
2	Contribution Provisions	9
3	Withdrawal Provisions	11
4	Group Funding Agreement Control Provisions	13
5	General Provisions	14
6	Valuation Provisions	18
7	Group Funding Agreement Discontinuance	20
8	Effect of Group Funding Agreement Discontinuance	21
	Group Funding Agreement Expense Schedule	22
Administrative Notice		

SECTION 1 - DEFINITIONS OF CERTAIN TERMS

Accumulation Period - The period under this GFA prior to surrender of GFA values.

Accumulation Unit -- An accounting unit of measure used to calculate the Separate Account values under this GFA. The value of an Accumulation Unit is determined by one of two methodologies as described in Section 6 (b) or Section 6 (c), as applicable.

Active Provider -- Any Active Provider of investment and administrative services for the Plan.

Administrative Notice -- a formal written notice issued by the Company which is used to clarify or modify certain provisions of the GFA and which will be attached to and form a part of this GFA.

Benefit Payment -- Means any payment to which a Participant or beneficiary becomes entitled under the terms of the Plan.

Code - The Internal Revenue Code of 1986, as amended, or any successor thereto, along with the rulings and regulations issued thereunder.

Company - Hartford Life Insurance Company.

Contribution -- The amount of the payment made to Hartford Life Insurance Company by the GFA Owner.

Directed Transfer -- A Written Notice, in a form satisfactory to Hartford Life Insurance Company, requesting a transfer of all or a portion of the assets held under this GFA among the Sub-Accounts available and/or a Related Contract and/or a Participant Directed Account Option.

Employer Directed Account Option -- Any Employer directed investment account under the Plan as identified by the GFA Owner and accepted by the Company.

Fund - The underlying investment(s) to which Contributions may be allocated under a Separate Account.

General Account -- All assets of the Company other than those in the Separate Account, or in any other separate investment account established by the Company, if applicable.

General Account Declared Interest Rate - Shall mean the annualized interest rate declared periodically as more fully described in the General Account section of the GFA Specifications. For each period such rate shall be set to be at least 0.25% higher than the standard Declared Interest Rate for the same period established for funding agreements newly issued to governmental Section 457 deferred compensation programs.

Good Order – Authorized instruction to the Company that is given with such clarity and completeness that the Company is not required to exercise any discretion, utilizing such forms as the Company may require.

Group Funding Agreement Owner – Shall mean the party or authorized designee as specified in the Specification Section of this GFA or any institutional trustee unless otherwise specified in writing.

Group Funding Agreement Term – This GFA shall commence on July 1, 2002 and will terminate on June 30, 2004. The GFA Owner and the Company mutually agree to extend the GFA Term which shall remain in effect until June 30, 2009.

Group Funding Agreement Year – A period of 12 months commencing with the Effective Date of this GFA or with any subsequent anniversary.

Home Office – Refers to the mailing address of Hartford Life Insurance Company, which is P.O. Box 1583, Hartford, CT 06144-1583 or 200 Hopmeadow Street, Simsbury, CT 06089.

Outside Fund – The term Outside Fund refers to the investment option(s) other than those made available under this GFA.

Participant – A person who has made Contributions to the Plan whose assets are held in this GFA.

Participant Directed Account Option – Any Participant directed investment account under the Plan as identified by the GFA Owner and accepted by the Company.

Plan - The deferred compensation Plan that is funded by this GFA.

Plan Sponsor – Shall mean the entity that establishes and maintains the Plan on behalf of Participants.

Premium Tax - The tax or amount of tax, if any, charged by a state, federal, or other governmental entity on premium payments or GFA values.

Related Contract - Any Plan funding vehicle issued by the Company, identified by the GFA Owner in writing and accepted by the Company for the purpose of calculating or determining certain charges, services and/or benefits in connection with this GFA, as directed by the GFA Owner and agreed to by the Company.

Separate Account - Each Separate Account of the Company (identified under the Group Funding Agreement Specifications Section of this GFA), as amended from time to time, under which income, gains and losses, whether or not realized, from assets allocated to such account are, in accordance with the contracts issued with respect thereto, credited to or charged against such Separate Account without regard to the other income, gains, or losses of the Company.

Sub-Account - The accounts established within a Separate Account with respect to a Fund as set forth under the GFA Specification Section, as amended from time to time.

Suspense Account -- The term Suspense Account means the account invested in the General Account in accordance with the further terms of this GFA. Amounts held in the Suspense Account pending instructions from the GFA Owner will be held at book value and credited with interest at a rate of 0%.

Withdrawal Value -- The Plan's Withdrawal Value for any day prior to its surrender is the value of the Plan's assets held under this GFA or any applicable Participant Directed Account Option or Related Contract on that Valuation Day, less any applicable Premium Taxes not previously deducted. The portion of a Plan's Withdrawal Value invested in a Separate Account may increase or decrease from day to day.

Valuation Day - Every day the New York Stock Exchange is open for trading. The value of a Separate Account is determined as of the close of the New York Stock Exchange (4:00 p.m. Eastern Time) on such days.

Valuation Period - The period between close of business on successive Valuation Days.

Written Notice - For purposes of the GFA the term Written Notice shall mean written instruction from the GFA Owner. The term "written" includes telephonic and electronic communication, voice response systems and any other intentional reduction of information to tangible form accepted by the Company.

SECTION 2 - CONTRIBUTION PROVISIONS

(a) Contributions

During each GFA Year, the GFA Owner will remit to the Company all Contributions. Such Contributions will be applied by the Company to the General Account and/or Separate Account for Accumulation Units in the Separate Account in accordance with the Valuation Provisions.

If an application or any other necessary information (collectively, "application") is incomplete when received, the initial Contribution will be applied not later than two business days after the application is made complete. However, if an incomplete "application" is not made complete within five business days of its initial receipt, the Contribution will be returned unless the GFA Owner has been informed of the delay and has requested that the Contribution not be returned.

The term Contribution shall include a plan to plan transfer of a Participant's benefit under another plan to this Plan as permitted under the Code. The term Contribution shall include a trustee-to-trustee transfer or the payment by a Participant to the Plan of an eligible rollover distribution from an eligible retirement plan to the extent permitted under the Code and as such terms are defined under Section 402 (c) of the Code.

(b) Allocation/Investment of Contributions during the Accumulation Period

The GFA Owner shall specify that portion of a Contribution to be allocated to the General Account and/or to each Sub-Account of a Separate Account in multiples of 10% or a lower multiple as specified by the Company from time to time. The minimum amount that may be allocated to any account to which a portion of the Contribution is to be allocated is 1% of such Contribution provided the dollar amount is not less than \$10.00. Such allocation may be changed by Written Notice received by the Company.

The investment options available for this GFA under Separate Account 457 are set forth in the most recent Administrative Notice which is attached to and made part of this GFA.

(c) Transfer or Re-Allocation of Contract Values within the Contract /Related Contracts

The GFA Owner may transfer monies between accounts under this GFA during the Accumulation Period, subject to the provisions of Section 2(c) and 3(d) and any applicable riders, endorsements or amendments. If elected by the GFA Owner and agreed to by the Company, such transfers may also be made between accounts under this GFA and a Related Contract and a Participant Directed Account Option and/or Employer Directed Account Option. Participant directed transfers and/or GFA Owner directed transfers made between a Participant Directed Account Option and/or Employer Directed Account Option and a Sub-Account shall also be subject to the additional terms, conditions and restrictions specified in writing by the Company. Such restrictions may be changed by the Company

from time to time in accordance with the Company's administrative practices and procedures. The Company will provide the GFA Owner with prior written notice of any such changes.

Transfer of assets between Competing Funds are prohibited.

Separate Account values may be re-allocated between Sub-Accounts within the Separate Account(s) or, if applicable, between sub-accounts within separate accounts under a Related Contract or transferred to the General Account of the Company under a Related Contract.

SECTION 3-WITHDRAWAL PROVISIONS

(a) Withdrawals

- (i) The GFA Owner shall notify the Company whenever a withdrawal is to be made from the GFA. Except as otherwise provided in the further terms of this GFA, and except in the case of discontinuance of the GFA, only withdrawals related to Benefit Payments shall be paid from the GFA.
- (ii) The Company agrees to make withdrawals from the GFA upon request by the GFA Owner, subject to the terms of the Plan and to any limitations set forth in the GFA.
- (iii) A withdrawal from the GFA may be made in an amount which does not exceed the value of the GFA as of the Valuation Day of the withdrawal, subject to the restrictions of this Section.

(b) Transfers from the GFA

At the election of the GFA Owner and provided the Plan so permits, amounts may be withdrawn from the GFA and transferred directly to the trustee of another retirement plan satisfying the requirements of section 401(a), 403(b), 408 or 457(b) of the Code, or such plan's funding agent. Any such withdrawal shall be subject to any transfer limitations set forth in the applicable Sections of this GFA.

(c) Form

Withdrawals shall be in one or a combination of the choices set forth in the SETTLEMENT OPTIONS Section of this GFA.

(d) General Account Withdrawal and Transfer Limitations

If the GFA Owner should direct that a transfer be made from the portion of the Plan's interest in the General Account to another investment option under this GFA, or that a withdrawal from the portion of the Plan's interest in the General Account is to be made from the GFA for any purpose, including without limitation, Section 3(b), and the amount of such transfer or withdrawal, when added to the sum of all such transfers or withdrawals from the portion of the Plan's interest in the General Account made during the preceding twelve months, would exceed twelve percent (12%) or one-sixth (1/6) of the Plan's interest in the General Account twelve months earlier, such transfer or withdrawal shall not be permitted, except with the consent of the Company. For purposes of this paragraph, the term "transfer" includes a transfer among the investment options available under the GFA including those to a Related Contract, Participant Directed Option or Employer Directed Option as described in Section 2 of this GFA.

(e) Payment of Separate Account Withdrawal Value

When all or any part of the Withdrawal Value invested in a Separate Account is requested by the GFA Owner such payment will be made within seven (7) days following the day the request is received in Good Order by the Company, except as the Company may be permitted to defer payment under applicable law.

(f) Settlement Options Available for Payment of Withdrawals

- (1) Payment in a single sum;
- (2) Monthly payments for a designated period. The number of years selected may not be less than 5 years and not more than 30 years;
- (3) If elected by the GFA Owner and agreed to by the Company, the Participant will be permitted to direct the transfer value of his or her Participant's account held under this GFA to a Related Contract for distribution under the settlement options of such Related Contract; or
- (4) Other options as permitted under section 401 or section 457, as applicable, of the Code and as agreed to by the Company.

SECTION 4 – GROUP FUNDING AGREEMENT CONTROL PROVISIONS

(a) Owner

The GFA Owner has the power to exercise all the rights, privileges and options granted by this GFA or permitted by the Company and to agree with the Company to any change in or amendment to the GFA. Such power shall be exercised in a manner consistent with the written Plan adopted by the GFA Owner for the exclusive benefit of Participants and their beneficiaries. The assets and income of this GFA may not be used for or diverted to purposes other than the exclusive benefit of Participants and their beneficiaries, except as permitted under applicable law. The preceding sentence does not limit the Company's exercise of the rights granted to the Company by this GFA, including the right to deduct and retain amounts specified in the GFA.

(b) Assignment

Amounts held under the GFA are nontransferable and cannot be sold, assigned, or pledged as security, for a loan or for any other purpose except as permitted under the Code, other applicable law and the terms of this GFA.

The GFA Owner's interest in this GFA may be assigned only if agreed to by the Company. The GFA Owner agrees to provide the Company with such information as the Company may reasonably request concerning any proposed assignment. The Company assumes no responsibility for the validity of any assignment.

SECTION 5 - GENERAL PROVISIONS

(a) The GFA

This GFA, the application for such GFA, any Administrative Notices and any endorsements or riders thereto, when issued to the GFA Owner constitute the entire GFA. All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this GFA or be used in defense of a claim under it unless contained in the written application for this GFA. GFA Years, months and anniversaries shall be computed from the Effective Date of this GFA.

(b) Modification of the GFA

This GFA may be modified at any time by written agreement between the GFA Owner and the Company. In addition, this GFA may be modified at any time by the Company to comply with applicable law. No modification may operate in a manner inconsistent with the GFA Control Provisions of this GFA.

On and after the fifth GFA Year, the Company may modify any or all the terms of this GFA upon 90 days' advance written notice of such change to the GFA. Notwithstanding any such changes, the guaranteed interest rates which apply on the effective date of the GFA continue to apply to all contributions, and earnings, if any thereon, in effect at the time the contribution was credited to the GFA Owner.

Any modification of this GFA requires the signature of the President, a Vice President, an Assistant Vice President or Secretary of the Company.

(c) Suspension of the GFA

The GFA Owner may suspend this GFA upon ninety (90) days advance written notice to the Company at its Office in Hartford, Connecticut (or at any other address the Company may specify). The GFA will be suspended automatically on a GFA Anniversary if the GFA Owner fails to assent to any modifications, as described under Modification of the GFA, above, which would have been effective on or before that GFA Anniversary. On suspension, Contributions will not be accepted by the Company.

(d) Non-Participating

This GFA does not share in the surplus earnings of the Company.

(e) Overpayments/Underpayments

Any underpayments by the Company shall be made up immediately and any overpayments shall first be charged against future amounts becoming payable.

(f) Reports to the GFA Owner

The Company will, shortly following the end of each calendar year, transmit to each GFA Owner a written statement of account showing the total value of General Account and Separate Account interests held under this GFA.

(g) Voting Rights

The Company shall cause the GFA Owner to be advised, in a timely manner, of any Fund shareholders' meetings at which the Fund shares held for the GFA Owner may be voted and shall also cause proxy materials and a form of instruction by means of which the GFA Owner can instruct the Company with respect to the voting of the Fund shares held for the GFA Owner's Account to be sent to the GFA Owner. In connection with the voting of Fund shares held by it, the Company shall arrange for the handling and tallying of proxies received from the GFA Owner. The Company, as such, shall have no right, except as herein provided, to vote any Fund shares held by it hereunder which may be registered in its name or the names of its nominees.

The Company will vote the Fund shares held by it under this GFA in accordance with the instructions received from the GFA Owner. If the GFA Owner desires to attend any meeting at which the Fund shares held for the GFA Owner's benefit may be voted, the GFA Owner may request that the Company furnish a proxy or otherwise arrange for the exercise of voting rights with respect to the Fund shares held for such GFA Owner's account. In the event that the GFA Owner gives no instructions or leaves the manner of voting discretionary, the Company will vote such shares of each Fund in the same proportion as shares of that Fund held in the same Separate Account for which instructions have been received.

(h) Information from the GFA Owner

The GFA Owner will furnish any information that the Company may reasonably require in order to administer this GFA. If the GFA Owner cannot furnish any required item of information, the Company may request the person concerned to furnish the information. The Company will not be liable for the fulfillment of any obligations under this GFA which is dependent upon that information unless and until it receives such information in a form satisfactory to it. Such information shall include but not be limited to the following:

- (i) If the Company so requests, the GFA Owner agrees to provide the Company with copies of all investment communications delivered to Participants.
- (ii) The GFA Owner agrees to provide the Company with any amendments to the Plan within thirty (30) days of the adoption of such amendment. If any amendment to the Plan materially affects the Company's financial, administrative, and/or legal rights or obligations under the GFA, the Company, in its sole determination, may disregard such amendment for purposes of the provisions of this GFA.

- (iii) The GFA Owner agrees not to offer an investment fund to the Plan which the Company considers to be a competing fixed income fund, unless the Company gives its prior written consent.
- (iv) The GFA Owner agrees that all information necessary to process Contributions among the investment options under the GFA and requests for payments from the GFA shall be submitted by the GFA Owner to the Company within thirty (30) days of the date a Contribution is made to the GFA or an amount is to be withdrawn from the GFA. Any information required by the Company in order to perform any agreement or obligation under the GFA will be properly authorized by the GFA Owner and promptly forwarded by Written Notice to the Company.

(i) Experience Credits

The Company may apply experience credits under this GFA based on investment, administrative or other factors. Experience credits may be applied, either prospectively or retrospectively, as a reduction in the deduction for program and administrative expenses, an increase in the rate of interest credited to the General Account under the GFA, a payment to be allocated as directed by the GFA Owner, or any combination of the foregoing. The Company may apply and allocate experience credits in such manner as the Company deems appropriate for the class of contracts to which this GFA belongs within the state of issue. Any such credit will be computed for the contracts of the same class in accordance with the Company's administrative practice consistently applied. Experience Credits may be discontinued in the event of a change in applicable factors.

(j) Payments for GFA and Plan Related Expenses

If directed by the GFA Owner and agreed to by the Company, the Company may deduct amounts from the assets under this GFA to pay certain administrative expenses, GFA expenses or other Plan related expenses including, but not limited to, fees to consultants, auditors, counsel, Hartford Life Insurance Company, its affiliates and any other Plan service providers. Such amounts may be deducted under this GFA and paid to the GFA Owner or paid as directed by the GFA Owner. With the Company's consent, amounts to be deducted pursuant to this Section may be included as an adjustment to the charge for the Deduction for Program and Administrative Expenses deducted from a Separate Account. The Company may retain the fees paid by the Funds to Hartford Life Insurance Company or its affiliates for service provided to the Funds in addition to any other fees paid under this GFA for management and for other services related to the same assets.

(k) Plan Changes

The GFA Owner will furnish the Company a copy of the Plan which is funded by this GFA. While this GFA remains in-force, the GFA Owner will also furnish a copy of each amendment to such Plan. The terms of the Plan in effect on the Effective Date of this GFA apply to this GFA. Plan amendments received by the Company will also apply to this GFA.

unless the Company notifies the GFA Owner otherwise within ninety (90) days following its receipt of the Plan amendment. To the extent that any provision of this GFA conflicts with the Plan, the provisions of this GFA shall govern.

(l) Governing Law

This GFA will be governed by and construed in accordance with the laws of the GFA Jurisdiction set forth on the Specification Page of this GFA.

(m) Nonwaiver

The Company may, in its sole discretion, elect not to exercise a right or reservation specified in this GFA. Such election shall not constitute a waiver of the right to exercise such right or reservation at any subsequent time, nor shall it constitute a waiver of any other provisions of the GFA .

(n) Limitation on Correction of Lost Transactions

Upon the expiration of 30 days following receipt of the first statement coincident with or next following any changes or transactions, involving investments elections, percentage changes or transferred amounts under this GFA which were made via the voice response unit, paper transaction or other acceptable form which was previously agreed to by the Company and the GFA Owner, all changes reflected in such statement will be considered binding on the recipient.

(o) Compliance

The GFA Owner agrees that the Plan shall be operated in compliance with all applicable laws and regulations including the minimum distribution requirements set forth in section 401(a) (9) of the Code and any successor provision.

(p) Expenses

- (i) The GFA Owner agrees that the expenses and charges described in the GFA Expense Schedule attached to the GFA will be paid either by remitting payment for such charges and expenses, in U.S. dollars, to the Company within thirty-one (31) days of the date of notice of the charges and expenses, or by such other method as is otherwise agreed to by the Company and the GFA Owner. In the event the expenses and charges are not received within such period, the Company reserves the right to deduct the amounts due from the accounts under the GFA upon thirty-one (31) days written notice by the Company to the GFA Owner.
- (ii) After the second GFA Year, the Company may amend, once every GFA Year, the expenses and charges described in the GFA Expense Schedule. The Company shall provide the GFA Owner with written notice of such modification no less than ninety (90) days prior to the effective date of such modification.

SECTION 6 - VALUATION PROVISIONS

(a) Net Contributions

The Net Contribution to the GFA is equal to the total Contributions less any applicable Premium Taxes.

The Net Contribution for the Separate Account (determined in accordance with the account allocation percentages elected) is applied to provide Separate Account Accumulation Units. The number of Accumulation Units credited to each variable account is determined by dividing the net Contribution for that account by the dollar value of one Accumulation Unit next computed after the receipt in Good Order of the Contribution by the Company.

Notwithstanding anything to the contrary herein, "Method One for Valuation of Sub-Account Assets" will not be applicable to this GFA.

(b) Method One for Valuation of Sub-Account Assets

(i) Net Investment Factor

For Group(s) A, B or C as specified in the Specification Section of this GFA, the net investment factor for each Sub-Account in each of the Separate Accounts for any day is equal to the gross investment factor for each Sub-Account in the Separate Accounts, less applicable deductions by the Company for the deduction for Program and Administrative Expenses as set forth under the GFA Specifications section of this GFA, expressed in decimal form to at least six (6) decimal places. The gross investment factor for a Sub-Account is (a) the value of that Sub-Account on the previous Valuation Day plus its investment income for the Valuation Day plus its capital gains and minus its capital losses, whether realized or unrealized, and less a deduction for any applicable taxes arising from the income and the realized and unrealized capital gains attributable to that Sub-Account, divided by (b) the value of that Sub-Account on the previous Valuation Day.

(ii) Accumulation Unit Value

The value of an Accumulation Unit for each Sub-Account of a Separate Account was fixed at an initial fixed value on the date the Sub-Account was initially established. The value of the respective Accumulation Units for any subsequent day is determined by multiplying the Accumulation Unit value for the preceding day by the net investment factor for that Sub-Account for the current day.

(iii) Distributed Earnings

For Group(s) A, B or C as specified in the Specification Section of this GFA, distributed earnings, which most commonly include dividends and capital gains, with respect to the

underlying Funds, will be credited to GFA Owners by increasing the value of units of interest held under this GFA.

The number of Accumulation Units so determined will not be affected by any subsequent change in the value of Accumulation Units. The Accumulation Unit value in the Separate Account may decrease or increase from day to day as specified in this section.

(c) Method Two for Valuation of Sub-Account Assets

(i) Accumulation Unit Value

For Group(s) A, B or C as specified in the Specification Section of this GFA, the value of an Accumulation Unit for each of the Sub-Accounts is equal to the “net asset value per share” of the corresponding Fund for each Sub-Account at the end of the Valuation Period as calculated by the Fund in accordance with its prospectus.

(ii) Distributed Earnings

For Group(s) A, B or C as specified in the Specification section of this GFA, distributed earnings, which most commonly include dividends and capital gains, with respect to the underlying Funds, will be reinvested in the Fund which distributed the dividends or capital gains, and credited to GFA Owners by adjusting the number of Accumulation Units held under this GFA.

The number of Accumulation Units so determined will not be affected by any subsequent change in the value of Accumulation Units. The Accumulation Unit value in the Separate Account may decrease or increase from day to day as specified in this Section.

SECTION 7 – GROUP FUNDING AGREEMENT DISCONTINUANCE

This GFA shall be discontinued if:

- (a) the GFA term is over; or the GFA term is not over, but there is a mutual written agreement between the Company and the GFA Owner; or there has been a breach of this GFA by the Company; and or the GFA Owner gives written notice to the Company that the GFA is being discontinued, in which event the Date of Discontinuance shall be the later of: (i) the first business day following the date on which such notice is received by the Company at its Home Office in Hartford, Connecticut, or (ii) the business day specified in such notice; or
- (b) no Contributions are made to the GFA with respect to a GFA Year and the Company gives written notice to the GFA Owner that the Date of Discontinuance will occur as of the date specified in such notice, such date not to be earlier than thirty (30) days after the date such notice is mailed by the Company; or
- (c) the GFA will be discontinued on the last day of the month specified in a Written Notice from the Company to the GFA Owner that no further Contributions will be accepted by the Company which notice may be given at the option of the Company if the Plan fails to meet the requirements for qualification under section 401 of the Code or, if applicable, an “eligible deferred compensation plan” under section 457 of the Code; or
- (d) the GFA Owner fails to make any report or provide the Company with any information otherwise required by this GFA, and does not remedy such failure within 30 days from the date the Company notifies the GFA Owner thereof; or
- (e) the GFA Owner breaches the terms of Sections 2 or 5 of the GFA and the Company notifies the GFA Owner in writing of such breach.

SECTION 8 - EFFECT OF GROUP FUNDING AGREEMENT DISCONTINUANCE

On and after the Date of Discontinuance as defined in the GFA Discontinuance Provisions of Section 7, no Contributions will be payable to, or accepted by, the Company. Notwithstanding any other provision of this GFA to the contrary, after the Date of Discontinuance, GFA values shall be paid solely in accordance with this Section 8:

(a) General Account Values

The total amount of all General Account values under the GFA shall be reduced, as of the Date of Discontinuance, by any Premium Taxes or other directed unpaid expenses not previously deducted.

The resulting amount shall be referred to as the "Balance at Discontinuance."

Notwithstanding any benefits which may be payable to Participants or beneficiaries under the terms of the Plan, including, but not limited to, benefits under the Plan on account of retirement, death, severance from employment, or financial hardship, the GFA Owner specifically agrees that the Company has the absolute right to pay the Balance at Discontinuance in six (6) equal installments, plus any interest due, annually over a period of five (5) years. The Company shall pay the first such installment not later than thirty (30) days after the Date of Discontinuance. The remaining five installments, plus interest, shall be payable on each successive anniversary of the Date of Discontinuance.

The Balance at Discontinuance shall be credited with interest at a rate of not less than three (3) percent per annum commencing on the Date of Discontinuance.

(b) GFA Funds Held Under the Separate Account(s)

As of the Date of Discontinuance, if applicable, all GFA Funds held under the Separate Accounts shall be reduced by any Premium Taxes not previously deducted.

The resulting amount shall be paid within seven (7) days following the Date of Discontinuance except as the Company may be permitted to defer payment under applicable law or as otherwise agreed to by the Company and the GFA Owner.

GROUP FUNDING AGREEMENT EXPENSE SCHEDULE

The expenses described in this Group Funding Agreement Expense Schedule shall be due and payable to the Company in accordance with Section 5(p) of the GFA.

In the event of nonbenefit withdrawals (withdrawals for reasons other than retirement, death, severance from employment, financial hardship) of GFA values from this GFA prior to the eighth year under this GFA, a Contingent Deferred Sales Charge will be applied. An amount surrendered for transfer to the Plan funding vehicle of another investment provider for the Plan shall not constitute a benefit withdrawal under this GFA. Such Contingent Deferred Sales Charge will be based on the amount of the withdrawal(s), and the percentage factor set below:

Charge	GFA Years Completed
5%	1
5%	2
5%	3
5%	4
5%	5
5%	6
4%	7
4%	8
3%	9
3%	10
2%	11
2%	12
0%	13

The Contingent Deferred Sales Charge as set forth above shall not be applicable in any instance under this GFA. Notwithstanding the waiver set forth in the previous sentence, if, in the sole discretion of the Company, there is any change in the investment providers under the Plan that were in place as of the July 1, 2002 or the Company is precluded by the GFA Owner from doing business for the duration of this GFA, the Contingent Deferred Sales Charge set forth above will become effective and modified in the following manner as of the date the Company deems the change to have taken place:

Effective for any surrender initiated during the twelve month period commencing on July 1, 2002, the amount of any applicable Contingent Deferred Sales Charge shall be reduced by 60%. Effective for any surrender initiated during the twelve month period commencing on July 1, 2003, the amount of any applicable Contingent Deferred Sales Charge shall be reduced by 80%. Effective July 1, 2004, the Contingent Deferred Sales Charge will no longer be applicable to any amounts surrendered from a Participant's Account after such date.

The Contingent Deferred Sales Charges shall not apply to a transfer of GFA values from this GFA to a Participant Directed Account Option/Related Contract.

HARTFORD LIFE INSURANCE COMPANY
HARTFORD, CONNECTICUT
(A stock insurance company herein called the Company)

Group Funding Agreement

This GFA makes provisions for the accumulation of GFA values in the General Account and/or Separate Accounts of the Company.

Nonparticipating

ALL PAYMENTS AND VALUES PROVIDED BY THIS GFA, WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.



Hartford Life

ADMINISTRATIVE NOTICE
FOR
GROUP FUNDING AGREEMENT

(To be included as an attachment to your Group Funding Agreement effective July 1, 2002)

**Re: Investment Options Available to
Group Funding Agreement GC-150018**

I. The following Investment Options are available under the aforementioned Group Funding Agreement:

Separate Account(s)

The Separate Account(s) of the Company supporting the Group Funding Agreement are entitled Separate Account 457.

The various Separate Account 457 Sub-Accounts under this Group Funding Agreement and the corresponding investment Funds for each Sub-Account are as follows:

Investment Option Sub-Accounts
In Group "A":

Based on:

Hartford Bond HLS
Hartford Stock HLS
Hartford Money Market HLS
Hartford Advisers HLS
Hartford Mortgage Securities HLS
Hartford Small Company HLS
Hartford Index HLS
Hartford Midcap HLS
Calvert Social Balanced Account
Hartford International Opportunities HLS
Hartford Global Technology HLS
Hartford Global Health HLS
Hartford Dividend & Growth HLS
Hartford Capital Appreciation HLS

Hartford Bond HLS Fund, Inc.
Hartford Stock HLS Fund, Inc.
Money Market HLS Fund, Inc.
Hartford Advisers HLS Fund, Inc.
Hartford Mortgage Securities HLS Fund, Inc.
Hartford Small Company HLS Fund, Inc.
Hartford Index HLS Fund, Inc.
Hartford Midcap HLS Fund, Inc.
Calvert Social Balanced Portfolio
Hartford International Opportunities HLS Fund, Inc.
Hartford Global Technology HLS Fund, Inc.
Hartford Global Health HLS Fund, Inc.
Hartford Dividend & Growth HLS Fund, Inc.
Hartford Capital Appreciation HLS Fund, Inc.

**NOTICE OF NON-COVERAGE
CALIFORNIA LIFE AND HEALTH INSURANCE
GUARANTEE ASSOCIATION ACT**

**This policy is NOT covered by
The California Life and Health Insurance Guarantee Association**

EXCLUSIONS FROM COVERAGE

The following are not covered by the California Life and Health Insurance Guarantee Association:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by individuals and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

A determination as to whether an insurance contract is covered under the Guarantee Association or whether an annuity contract is allocated or unallocated must initially be made by the insurer based on its knowledge of the specific contract offered.

Also, you are not protected by this Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- The policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange or a grants and annuities society;
- You are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

If you have questions concerning this notice, you may contact:

California Life and Health Insurance
Guarantee Association
P.O. Box 17319
Beverly Hills, CA 90209-3319
(213) 782-0182

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
1-800-927-4357 or (213) 897-8921

Questions as to specific policies or annuities should be directed to the insurance company offering the product.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange or a grants and annuities society;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance, unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

80% of what the life insurance company would owe under a life policy or annuity contract up to:

- \$100,000 in cash surrender values;
- \$100,000 in present value of annuities; or
- \$250,000 in life insurance death benefits.
- A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS

- A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

**CALIFORNIA LIFE AND HEALTH INSURANCE
GUARANTEE ASSOCIATION ACT
SUMMARY DOCUMENT AND DISCLAIMER**

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact:

California Life and Health Insurance
Guarantee Association
P.O. Box 17319
Beverly Hills, CA 90209-3319

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

Investment Option Sub-Accounts

In Group "B":

Fidelity Advisor Value Strategies
Fidelity Advisor Growth Opportunities
Fidelity Advisor Growth & Income

Fidelity Advisor Value Strategies Fund
Fidelity Advisor Growth Opportunities Fund
Fidelity Advisor Growth & Income Fund

Investment Option Sub Accounts

In Group "C":

American Century Ultra Investors
Skyline Special Equities Portfolio
Putnam International New Opportunities
Putnam Vista
American Century Value
American Century Income & Growth
Janus Twenty
Janus Worldwide
Janus Adviser International
Invesco Small Company Growth
Franklin Small-Mid Cap Growth
American Century Equity Income
MFS Massachusetts Investors Growth Stock
MFS Capital Opportunities
Janus Balanced
MFS High Income
Dreyfus Life Time Growth
Dreyfus Life Time Growth & Income
Dreyfus Life Time Income
Invesco Financial Services
Invesco Leisure
MFS Utilities

American Century Ultra Investors Fund
Skyline Special Equities Portfolio Fund
Putnam International New Opportunities Fund
Putnam Vista Fund
American Century Value Fund
American Century Income & Growth Fund
Janus Twenty Fund
Janus Worldwide Fund
Janus Adviser International Fund
Invesco Small Company Growth Fund
Franklin Small-Mid Cap Growth Fund
American Century Equity Income Fund
MFS Massachusetts Investors Growth Stock Fund
MFS Capital Opportunities Fund
Janus Balanced Fund
MFS High Income Fund
Dreyfus Life Time Growth Fund
Dreyfus Life Time Growth & Income Fund
Dreyfus Life Time Income Fund
Invesco Financial Services Fund
Invesco Leisure Fund
MFS Utilities Fund

II. This Administrative Notice forms a part of, and should be kept with your Group Funding Agreement.

Signed for Hartford Life Insurance Company by:



Christine Hayer Repasy, Secretary



Thomas M. Marra, President

**COUNTY OF SAN MATEO, CALIFORNIA
DEFERRED COMPENSATION PLAN
ADMINISTRATION AGREEMENT**

This Administrative Agreement ("Agreement") is effective the 1st day of July, 2004, by and between Nationwide Retirement Solutions, Inc., a wholly owned subsidiary of NFS Distributors, Inc., a wholly owned subsidiary of Nationwide Financial Services, Inc. and an Ohio Corporation (hereinafter "NATIONWIDE"), and County of San Mateo, California (hereinafter referred to as "EMPLOYER").

WHEREAS, EMPLOYER, pursuant to and in compliance with Internal Revenue Code Section 457(b), has established a deferred compensation plan, (hereinafter referred to as PLAN;) and

WHEREAS, EMPLOYER and Great Western Bank, n/k/a/ Washington Mutual Bank, FA ("WaMu"), entered into a Deferred Compensation Plan Administration Agreement on October 18, 1993, for plan administration, record-keeping services, and depository services with the EMPLOYER; and

WHEREAS, under an Assignment Agreement dated August 17, 1999, WaMu assigned its rights and responsibilities, other than WaMu's depository functions, under the Assignment Agreement to National Deferred Compensation, Inc. ("NDC"); and

WHEREAS, NDC was acquired in 1998 and is a wholly owned subsidiary of Nationwide Financial Services, Inc.; and

WHEREAS, EMPLOYER desires to contract with NATIONWIDE in connection with the administration of the PLAN; and

WHEREAS, NATIONWIDE desires to provide such services subject to the terms and conditions set forth herein:

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

1. DESIGNATION

EMPLOYER designates NATIONWIDE as an Administrator and an investment provider for the PLAN.

2. TERM

This Agreement shall remain in effect for a term of five (5) years commencing as of July 1, 2004 and ending on June 30, 2009. Either party may terminate this Agreement without cause upon providing one hundred twenty (120) days written notice to the other party.

3. DEFAULT

In the event the Agreement is terminated for "Cause" (which shall mean the failure of either party to perform any or all of its obligations as defined herein); the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty (60) days from the date in which notice of default is given,

the non-defaulting party may terminate the Agreement effective thirty (30) days after the end of the sixty (60) day period.

4. INVESTMENT OPTIONS

NATIONWIDE agrees to accept PLAN funds for investment in the investment options referenced in Exhibit A hereto or such other options as mutually agreeable to the parties. NATIONWIDE agrees to conduct an ongoing annual review of the investment options available in the PLAN and provide recommendations of any changes to EMPLOYER annually or sooner should some concern pursuant to the investment policy statement occur.

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

1. The mutual funds and other products to be made available to PLAN participants are attached hereto as Exhibit A. The mutual funds and other products in Exhibit A may have additions, eliminations, and substitutions upon agreement by the parties which may be by separate agreement, addenda, or amendment to this Agreement. Dividends will be automatically reinvested into the mutual fund. These options are not savings accounts, and are not insured or guaranteed by the provider, the EMPLOYER or by NATIONWIDE.
2. In addition to the mutual funds and other products referenced in Section A, paragraph 1 above, NATIONWIDE agrees to accept PLAN funds for investment in the following:
 - a. The Washington Mutual Bank Liquid Account ("WaMu Liquid Account").
 - (i) The rate/yield on the WaMu Liquid Account will be a variable rate, which may change daily.
 - (ii) All participants with funds invested in the WaMu Liquid Account, whether they are active, inactive, or in distribution, will have interest accrued and credited to their account at a rate/yield which is subject to change daily.
 - b. The Washington Mutual Bank Certificate of Deposit ("CD")
 - (i) CD's for terms of one (1) year, three (3) years, or five (5) years will be offered.
 - (ii) The minimum CD will be \$2500. A participant may purchase only one CD for a given term each quarter.
 - (iii) The interest rate will be a fixed rate during the term of the CD. The rate/yield for new CD's will be set at the beginning of each calendar quarter.
 - (iv) There will be an interest penalty of 180 days simple interest for early withdrawals. The penalty will not be imposed for separation of service; hardship withdrawals, or plan-to-plan transfers where the participant re-employs with another eligible Employer.

The following will apply to the foregoing Savings Products:

- a. Interest earnings will accrue daily commencing on the date the funds are posted to the participant's account by WaMu. Interest earnings will be credited monthly on the last day of the month, and will be automatically

reinvested to allow for monthly compounding. The 365/360 day method will be used.

- b. Each such account shall be subject to rules, regulations, and statutes to which WaMu is subject.
- c. PLAN funds invested in the WaMu Liquid Account and WaMu CDs are backed by the full faith and credit of the U.S. Government through the Federal Deposit Insurance Corporation, an agency of the Federal Government, up to \$100,000 per participant. WaMu will collateralize any amounts invested in the WaMu Liquid Account and the WaMu CDs in excess of FDIC insurance limits, if required, in accordance with applicable law.

- 3. Investment Management or other charges may be imposed on mutual fund investments by the mutual fund provider. These charges will be disclosed in the prospectus and along with any operating expenses of the mutual fund would be separate from any fees or charges described in this agreement.

B. Mutual Funds

- 1. The mutual funds listed in Exhibit A will be available to Plan Participants.
- 2. Dividends will be automatically reinvested into the mutual fund.
- 3. Mutual Funds are not savings accounts, and are not insured or guaranteed by any government agency or by NATIONWIDE.
- 4. Sales charges, including redemption fees, may be imposed on mutual fund investments by the mutual fund provider. These charges will be disclosed in the prospectus and would be separate from any fees or charges described in this Agreement.

- C. NATIONWIDE reserves the right to add or delete investment options during the term of this Agreement by providing thirty (30) days written notice of such change to the EMPLOYER.

- D. Participants will be permitted to change their investment options as often as they wish; however, participants shall be subject to any applicable restriction, penalty, fee, or charge imposed by the fund for such change.

5. ESTABLISHMENT OF ACCOUNTS

A. ENROLLMENT SERVICES

NATIONWIDE agrees to process, or arrange to have processed, the enrollment of eligible employees who elect to participate in the Plan. NATIONWIDE agrees to provide informational and promotional material pursuant to the Plan for distribution to employees of EMPLOYER, subject to approval of such material by EMPLOYER, such approval not to be unreasonably withheld. EMPLOYER agrees to allow and facilitate the periodic distribution of such material to employees.

NATIONWIDE agrees to 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. NATIONWIDE agrees that qualified personnel will be made available periodically to discuss the Plan with individual employees of EMPLOYER.

B. DEFERRALS

The minimum participant deferral per pay period shall be not less than \$10.00.

C. EMPLOYER agrees to:

1. Cause appropriate deductions to be made from such payroll(s) as may be applicable and send the funds representing the total participant deferrals to NATIONWIDE.
2. Provide to NATIONWIDE in such electronic or magnetic media designated by NATIONWIDE, a deferral listing with respect to participant sub-accounts to include not less than the following:

Name of participant
Social security number of participant
Amount to be credited to participant's sub-account(s)

3. Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by NATIONWIDE. Failure to follow the written instructions provided by NATIONWIDE may result in delay of posting to Participant accounts.
4. Funds will be posted no later than the business day following the day on which the funds and the deferral listing are received by NATIONWIDE. NATIONWIDE will not be liable for any delay in posting if EMPLOYER fails to send either the funds representing deferral amounts or deferral information in accordance with NATIONWIDE's instructions to the central processing site designated by NATIONWIDE.
5. Authorize NATIONWIDE to act upon instruction given by Participants pursuant to their personal identification number (PIN), such PINs can be used to obtain certain services as designated by NATIONWIDE.

D. NATIONWIDE agrees to:

1. Establish a sub-account for each participant.
2. Post and credit the amounts sent by the EMPLOYER to the sub-account(s) of Participants in accordance with the latest written instructions on file with NATIONWIDE.

6. PARTICIPANT SERVICES

- A. NATIONWIDE will provide a dedicated toll free telephone number which shall be operative 24 hours per day, 7 days per week (less normal maintenance time) for the voice response unit (VRU). Customer Service Representatives and Direct Access Representatives will be available from 5:00am and 6:00pm Pacific Time each business day. Using the toll-free number, participants may obtain information and conduct transactions for participant accounts. EMPLOYER authorizes NATIONWIDE to honor instructions, which may be submitted by participants pursuant to their personal identification number (PIN). using the toll-free number, either via the VRU or through a live representative. Participant instructions may be in such form and content as may be

mutually agreed to by NATIONWIDE and EMPLOYER. In addition to VRU capability, NATIONWIDE will provide a personalized website.

- B. NATIONWIDE will provide PLAN participants unlimited opportunities to increase (within limitations of Sec. 457(b)) or decrease deferral amounts. All requests to increase or decrease deferral amounts will be processed by NATIONWIDE within five (5) business days of receipt of the request and will be effective as soon as administratively practical by EMPLOYER. NATIONWIDE agrees to permit Participants to increase or decrease deferral amounts electronically subject to the ability of the EMPLOYER to facilitate such a service with NATIONWIDE.
- C. NATIONWIDE will provide PLAN participants unlimited opportunities to redirect future deferral amounts to any other investment option offered by the PLAN. All requests will be processed within five (5) business days of receipt and will be effective with the next following pay period deferral.
- D. NATIONWIDE 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, if any.
- E. NATIONWIDE will provide participants, if they request, a fund prospectus and an annual report for each mutual fund offered by the PLAN. Specific mutual fund prospectuses and other relevant information is to be provided by each respective mutual fund or other investment provider upon request by NATIONWIDE or a participant.
- F. NATIONWIDE 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. NATIONWIDE will provide each participant a personal rate of return calculation, at no cost, beginning on a mutually agreed upon date. Participants shall be informed that they must notify NATIONWIDE within thirty (30) days of receipt of their statements or confirmation of their investments, in order to report any errors to NATIONWIDE.
- G. NATIONWIDE agrees to mail statements to participants within twenty (20) business days after the end of each calendar quarter. NATIONWIDE will have no responsibility to report, or account for the accuracy of information applicable to periods prior to the effective date such PLAN was administered by NATIONWIDE.
- H. NATIONWIDE will provide certain standard reports quarterly to EMPLOYER to enable EMPLOYER to effectively monitor all accounting and record-keeping processes. These reports will include combined data for an entire Plan. (Fees and charges assessed will be disclosed in these reports.) In addition, all services will be provided in accordance with these reports. Copies are available upon request. In addition, all services will be provided in accordance with attached Exhibit B.
- I. NATIONWIDE agrees to maintain, for five (5) years 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 NATIONWIDE.
- J. Performance Standards for business activities as stated in this Agreement and detailed in Exhibit B, which is incorporated by reference herein, will be met 95% of the time, subject to receipt of documents in good order. The term "good order" as used in this Agreement means the receipt of required information by NATIONWIDE with respect to

the processing of a request or the completion of a task by NATIONWIDE that reasonably requires information that NATIONWIDE receives from a third party, including Participants. NATIONWIDE will provide quarterly report to the EMPLOYER within thirty (30) days of the end of the quarter detailing the EMPLOYER'S PLAN statistics to enable the verification of NATIONWIDE meeting performance standards as stated in this Agreement. NATIONWIDE will provide an explanation to the EMPLOYER for any standards not met during the quarter.

If any standards are not met 95% of the time for two consecutive quarters, NATIONWIDE will be required to submit the performance standards report on a monthly basis for the following six month period. The EMPLOYER shall notify NATIONWIDE if a tentative determination has been made to reduce the monthly compensation assessed by NATIONWIDE herein by 1% for each occurrence per month that standards are not met.

- K. To the extent NATIONWIDE has available service enhancements deliverable for its clients, such enhancements shall be made available to the EMPLOYER. These enhancements shall include, but are not limited to the following:

- ξ Interactive Voice Response (IVR) System
- ξ Additional Mutual Fund Investment Options
- ξ Plan Level Reporting to Employers
- ξ Asset Allocation Statements/Services
- ξ Self-Directed Brokerage Option

7. DISTRIBUTIONS

- A. NATIONWIDE will assist the participant in preparing the necessary forms to select his/her distribution option. This would also include those distributions covered in the PLAN's diminimus provisions and those distributions required by law.
- B. Participants electing a payment of a lump sum amount will have their payment processed within three (3) business days of the earliest day permitted by the PLAN. However, NATIONWIDE shall initiate the processing of all approved emergency/hardship requests upon receipt.
- C. NATIONWIDE 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 (not less than \$25.00 per payment) 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.
- D. NATIONWIDE 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.
- E. All payment options are available for all investment options, except Savings Products offered pursuant to Section 4.A.2 of this Agreement. Participants selecting the options in B, C or D above shall be subject to the same fees and charges, and permitted the same exchange opportunities, as an active or inactive participant as defined by the

in B, C or D above shall be subject to the same fees and charges, and permitted the same exchange opportunities, as an active or inactive participant as defined by the PLAN. Processing of these options will be completed by NATIONWIDE upon receipt of properly completed forms, in a time frame necessary to effectuate the "payment begin date" requested by participant; provided, however, that recurring distributions will be processed on the third Monday of each month. All distributions will be made pro-rata from each of the Participant's investment options.

- F. NATIONWIDE will be responsible for preparing and filing all reports required by federal and state taxing authorities through the effective date of the termination of the contract. EMPLOYER shall be responsible for all reporting requirements for periods prior to the effective date of this contract, or after the termination date of this contract. NATIONWIDE will be responsible for the annual filing of individual 1099 forms, unless by contract between EMPLOYER and an Investment Provider, the forms are prepared by the Investment Provider that provides annuity payments to participants. NATIONWIDE shall withhold income taxes from distributions as required, and remit said taxes to appropriate regulatory authorities. NATIONWIDE shall also prepare and file periodic and annual tax returns for said amounts withheld.
- G. NATIONWIDE agrees to provide Plan participants anticipating retirement or other separation from service with illustrations indicating monthly benefit payments at an assumed interest rate for savings accounts or an assumed rate of earnings for mutual fund investments. Such assumed interest rate or rate of earnings shall be for illustration purposes only. The actual interest rate/yield paid on savings products during distribution shall change quarterly. For mutual funds, earnings will be those actually earned.

8. TERMINATION

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

- A. NATIONWIDE will no longer accept deferrals. In addition, upon notification of termination, NATIONWIDE will cease opening certificate of deposits, if applicable.
- B. NATIONWIDE will provide EMPLOYER a copy of all records relating to participant sub-accounts, in hard copy or such other form as mutually agreed upon between NATIONWIDE and EMPLOYER, within ninety (90) days after the effective date of termination.
- C. If termination is due to either party exercising the right of termination described in Section 2 of this Agreement, within ninety (90) days of the effective date of termination, NATIONWIDE will transfer Savings Products balances (less any early withdrawal penalty that may be imposed) to EMPLOYER, or to such other entity as EMPLOYER may designate in writing. Mutual funds will be transferred to EMPLOYER or to such other entity as EMPLOYER may designate in writing. NATIONWIDE agrees to provide a final accounting of all PLAN assets for which NATIONWIDE provides recordkeeping.

Accounts in distribution will be transferred to EMPLOYER or its designee in accordance with the time frame described above.

9. FEES AND EXPENSES

In consideration of its services under the Plan, the following fees and expenses shall apply:

A. Nationwide will assess plan participants in the following options:

1. An annual fee will be assessed by Nationwide for the administration of the mutual fund options listed on Exhibit A (as amended from time to time) within the Employer's Plan as follows:

Dimensional US Micro Cap Fund – 0.20% (20 bps)
Fidelity Contrafund – 0.20% (20 bps)
Vanguard Institutional Index Fund – 0.20% (20 bps)
Vanguard Total Bond Market Index Adm. – 0.20% (20 bps)
All other Mutual Funds – 0.00% (0 bps)

2. The investment management and administrative service fees associated with the Stable Value Fund.
3. Self-Directed Brokerage Accounts – The annual fee of \$50 per participant. This fee is in addition to and exclusive of the fees set forth above.

B. Annual Remuneration to Employer:

Each calendar quarter, Nationwide shall remit to Employer the sum of \$750.00. This amount represents one-fourth of an annual remuneration of \$3,000.00 to be paid to Employer by Nationwide to compensate for Employer's internal plan administration costs.

10. CONFIDENTIALITY

NATIONWIDE agrees that all information supplied to and all work processed or completed by NATIONWIDE shall be kept confidential and will not be disclosed except as required or permitted by law.

11. PRIVACY OF CONTRACT

NATIONWIDE and PLAN Participants shall have no privity of contract with each other.

12. 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 the name of EMPLOYER, or by a Trustee/Custodian with a multi-employer omnibus account for the benefit of participants, in accordance with the PLAN.

13. CIRCUMSTANCES EXCUSING PERFORMANCE

Neither party to this 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 or public enemy, terrorism, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

14. INDEMNIFICATION

NATIONWIDE agrees to be solely responsible to EMPLOYER for any and all services performed by NATIONWIDE, its agents, or its employees under this Agreement. NATIONWIDE shall be responsible for any error or negligence committed by NATIONWIDE, its agents, or its employees. EMPLOYER shall be responsible for any error or negligence committed by EMPLOYERS, its agents, or its employees.

15. 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.

16. 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 NATIONWIDE's right to delegate certain services to an agent, including any affiliate, with the approval of the EMPLOYER. Further, NATIONWIDE agrees that participant information shall not be outsourced to any agency outside the U.S. without the consent of the 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.

17. 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.

18. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws operating within the State of California. Furthermore, NATIONWIDE shall comply with any and all federal laws affecting the services covered by this Agreement, as well as local ordinances applicable to contractors, including Chapter 2.93 of the San Mateo County Code.

19. NON-DISCRIMINATION AND EQUAL BENEFITS

A. Non-Discrimination

1. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Nationwide, as Contractor, shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Nationwide, as Contractor, shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
2. Contractor violation of the non-discrimination provisions of this Agreement

shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: (i) termination of this Agreement; (ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 5 years; (iii) liquidated damages of \$2,500 per violation; (iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority pursuant to San Mateo County Code Chapter 2.93, Section 2.93.40 to: (i) examine Contractor's employment records with respect to compliance with this paragraph; (ii) set off all of any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

B. Equal Benefits

With respect to the provision of employee benefits, Nationwide, as a Contractor defined in San Mateo County Code Section 2.93.010(b), shall comply with the San Mateo County Code Chapter 2.93 County Contract – Non-discrimination in Benefits that prohibits contractors from discriminating in the provision of employee benefits, as defined under San Mateo Code Section 2.93.010(e), between an employee with a domestic partner, as that term is defined under San Mateo Code Section 2.93.010(d) and an employee with a spouse. The Equal Benefits Compliance Declaration Form completed by Nationwide is Exhibit C of this Agreement.

20. 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.

21. 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.

22. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in the Agreement and neither party may, at any time, enforce the provision previously waived, unless a modification to this Agreement has been executed.

23. SEVERABILITY

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

24. 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 NATIONWIDE: Nationwide Retirement Solutions, Inc.
 Attention: Lance Kesterson
 5900 Parkwood Place
 Dublin, Ohio 43216

If to EMPLOYER: County of San Mateo, California
 Attention: Paul Hackleman
 455 County Center
 Redwood City, California 94063

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first written above.

Nationwide Retirement Solutions, Inc.:
By: *Stan C. Goble*
Title: *V.P., Case Mgt.*
Date: *May 28, 2004*

County of San Mateo:
By: _____
Title: _____
Date: _____

Exhibit A

This Amended Exhibit A sets forth the investment fund options incorporated by reference to become part of the Deferred Compensation Plan Administration Agreement and all amendments thereto to be effective August 20, 2004.

Mutual Fund Options

AIM Small Cap Growth Fund (Class A)
AmCent Ultra Inv
American Funds EuroPacific Growth (Class A)
American Funds Growth Fund of America (Class A)
American Funds Income Fund of America (Class A)
American Funds Washington Mutual (Class A)
Calvert Soc Inv Equity (Class A)
Dimensional U.S. Micro Cap Fund
Dreyfus MidCap Index
Federated Kaufmann (Class K)
Fidelity Contrafund
Franklin Balanced Sheet Investment (Class A)
Gartmore Investor Destinations Aggressive (Service)
Gartmore Investor Destinations Moderately Aggressive (Service)
Gartmore Investor Destinations Moderate (Service)
Gartmore Investor Destinations Moderately Conservative (Service)
Gartmore Investor Destinations Conservative (Service)
JP Morgan Mid Cap Mid Cap Value (Class A)
One Group Mid Cap Growth (Class A)
Oppenheimer Global Fund (Class A)
PIMCO Total Return (Admin)
Scudder Dreman High Return Equity (Class A)
Scudder High Income (Class A)
Templeton Foreign Fund (Class A)
Vanguard Institutional Index
Vanguard Total Bond Market Index (Admin)

Washington Mutual Savings Products*

WaMu Liquid Account
WaMu Certificate of Deposit (1-yr, 3-yr or 5-yr)

*Formerly known as Great Western Bank

Galliard Stable Value Fund – "A"

Exhibit B

PERFORMANCE STANDARDS

a.	Process participant enrollment applications.	Account established within 5 working days upon receipt; deferral from earnings will begin within 31 days of the first payday following the date the application is signed.
b.	Unlimited opportunities to increase or decrease deferral amounts will be provided.	Changes processed within 5 working days of receipt of request; increases will be effective within 31 days of the first pay period following the date the request is signed; decreases will be effective as soon as administratively practical by the employer.
c.	Unlimited opportunities to redirect deferral amounts will be provided.	Requests processed within 5 working days of receipt of request and effective on the next pay period deferral.
d.	Unlimited opportunities to transfer existing account balances will be provided.	Requests received before 4:00 p.m., Eastern Time, processed on the date received; after 4:00 p.m., Eastern Time, processed on the next business day, subject to any regulatory and/or fund house restrictions.
e.	Lump sum distribution of participant accounts will be provided.	Within 3 working days of receipt of properly completed form.
f.	Installment payment options will be provided to participants for distribution of their account.	Distribution processed within 3 working days of receipt of properly completed form and payments begin on the next first or fifteenth of the month or the date selected by the participant, if later.
g.	Participants will be provided a grievance procedures to address participant complaint.	Respond within 1 working day and resolve complaints within 5 working days (when reasonably possible).
h.	Hardship applications will be reviewed and processed and a preliminary determination made; once approved, withdrawals will be processed.	Application and recommendation submitted within 5 working days from receipt of completed application and required documentation; distributions within 10 working days of receipt of notification of approval.
i.	A quarterly newsletter will be provided to participants.	Distributed with participant statements on a quarterly basis within 20 days of the end of the quarter.
j.	Consolidated quarterly statements to participants will be provided.	Within 20 days of the end of the quarter.
k.	Comparative illustration of the investment performance will be provided.	Within 20 days from the end of the quarter.
l.	Deferrals will be credited to participant	On the date deferral amount and all necessary information is received.

	accounts.	
m.	Deferral amounts will be transmitted to investment providers.	On the date received in the form as mutually agreed to by payroll centers, County, and Nationwide.
n.	Nationwide will provide reports to the County to ensure effective monitoring of all accounting and record-keeping processes.	Monthly reports will be provided within 30 days from the end of each quarter; quarterly reports will be provided within 30 days from end of the quarter.