

**EL DORADO COUNTY, CALIFORNIA
DEFERRED COMPENSATION PLAN
ADMINISTRATION AGREEMENT
AMENDMENT 3**

The El Dorado County, California Deferred Compensation Plan Administration Agreement (“the Agreement”) entered into by and between the County of El Dorado, California , a political subdivision of the State of California (hereinafter referred to as “the EMPLOYER”), and Nationwide Retirement Solutions, Inc. (hereinafter referred to as “NATIONWIDE”), an affiliate and subsidiary of Nationwide Financial Services, Inc. with an effective date of April 10, 2007, is hereby amended effective this 22nd day of September, 2015 as set forth below.

WHEREAS, EMPLOYER and NATIONWIDE executed the El Dorado County, California Deferred Compensation Plan Administration Agreement between NATIONWIDE and EMPLOYER on the 10th day of April, 2007, and now wish to amend the Agreement; and

WHEREAS, EMPLOYER desires to continue to contract with NATIONWIDE in connection with the administration of the El Dorado County Deferred Compensation Plan (“EDCDC Plan”); and

WHEREAS, NATIONWIDE desires to continue to provide such administrative services to the EDCDC Plan subject to the terms and conditions set forth in the Agreement and any Amendments thereto.

NOW, THEREFORE, EMPLOYER and NATIONWIDE hereby amend the Agreement and agree to the following:

- A. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

COMPENSATION

NATIONWIDE agrees that its fees for services under this Agreement will be the first 0.40 percent (40 basis points) annualized of Distribution and Administrative Revenue (as

defined herein), based upon average monthly total NRS Part assets. The revenue to be included in this calculation shall include any Distribution and Administrative Revenue actually paid to NATIONWIDE, in connection with the sale and servicing of the investments allocated to participant accounts. Revenue earned by affiliated NATIONWIDE companies or businesses in connection with the NRS Part investments, and not directly credited to NATIONWIDE for administrative services shall not be included in the calculation.

NATIONWIDE will calculate the actual Distribution and Administrative Revenue it receives, as described herein, each calendar quarter. NATIONWIDE will also calculate the total NRS Part assets for the quarter, based upon the average monthly balance in all participant accounts and determine if the total Distribution and Administrative Revenue is equal to one quarter of 40 basis points (10 basis points) of the total NRS Part assets including but not limited to participant directed assets and assets associated with loans.

Should the total Distribution and Administrative Revenue for a calendar quarter be less than 40 basis points, annualized, for the preceding calendar quarter, NATIONWIDE shall notify the EMPLOYER of the amount of the shortfall. The EMPLOYER shall have thirty (30) business days from the date of such notification to determine whether to pay the amount of the shortfall directly to NATIONWIDE or to authorize NATIONWIDE to deduct the difference directly from participant accounts on a per capita or pro rata, quarterly basis, and to authorize NATIONWIDE to liquidate investments from each participant's account on a pro rata basis across the investments in each account when payable.

Should the total Distribution and Administrative Revenue for a preceding calendar quarter exceed 40 basis points, annualized, NATIONWIDE agrees to make payment to the EMPLOYER of any such amounts in excess within thirty (30) business days of the end of the calendar quarter to be used toward reasonable and necessary EDCDC Plan expenses. At the direction of the EMPLOYER, NATIONWIDE may direct the excess revenue received by the EMPLOYER back to participant accounts. Such excess may be

distributed on a pro rata or per capita basis and will be deposited into each participant's stable value option.

Included with any notification of revenue shortfall or payment of revenue in excess of 40 basis points, NATIONWIDE agrees to provide the EMPLOYER a Quarterly Administrative Revenue Report on all revenue and fees received in connection with the NRS Part. This shall include but not be limited to all revenue associated with the NRS Part and received by it and its affiliates including distribution and administrative fees as described below, and all other fees associated with the NRS Part. NATIONWIDE agrees to update all of this information in writing to the Committee on a quarterly basis. The parties agree to the extent allowed by law the foregoing fees and revenue shall not be disclosed except to assist the deferred compensation committee in the implementation of the EDCDC PLAN.

Components of Distribution Revenue and Administrative Revenue

A. The term Distribution Revenue shall mean the sum of the following revenues actually received by NATIONWIDE (as may be applicable from time to time) calculated in accordance with Generally Accepted Accounting Principles:

1. NATIONWIDE Mutual Fund 12b-1 Fees means the portion of 12b-1 fees paid by NATIONWIDE-sponsored mutual funds to NATIONWIDE that are allocated to NATIONWIDE in connection with plans record kept by NATIONWIDE under this Agreement. Currently, NATIONWIDE re-calibrates such allocation, and shall make such allocation on the same basis for all similarly-situated retirement plans.
2. Outside Mutual Fund 12b-1 Fees means the portion of the 12b-1 fees paid by mutual funds not sponsored by NATIONWIDE (or paid by an affiliate of such mutual fund) to NATIONWIDE in connection with the distribution of such mutual funds to plans record kept by NATIONWIDE.

3. Outside Mutual Fund Finder Fees means the portion of the distribution fees (other than OMF 12b-1 Fees) paid by mutual funds not sponsored by NATIONWIDE (or paid by an affiliate of such mutual fund) to NATIONWIDE in connection with plan investments record kept by NATIONWIDE. Currently, NATIONWIDE recalibrates such allocation annually, and shall make such allocation on the same basis for all similarly-situated retirement plans.
- B. The term Administrative Revenue shall mean the sum of the following revenues (as may be applicable from time to time) calculated in accordance with Generally Accepted Accounting Principles:
1. NATIONWIDE Mutual Fund Administrative Fee means the portion of the fees (other than Finder Fees, 12b-1 Fees, Sub TA Fees and NATIONWIDE Administrative Wrap Revenue) paid by NATIONWIDE-sponsored mutual funds to NATIONWIDE Affiliates that are allocated to NATIONWIDE in respect of its administrative services in connection with plans record kept by NATIONWIDE. Currently, NATIONWIDE recalibrates such allocation quarterly, and will calculate this fee across all plans record kept by NATIONWIDE.
 2. NATIONWIDE Mutual Fund Sub Transfer Agency Fee means the portion of the transfer agency fee allocated by the transfer agent for each NATIONWIDE-sponsored mutual fund (the Transfer Agent) to NATIONWIDE in connection with plans record kept by NATIONWIDE. Currently, the Transfer Agent establishes such allocation annually and makes such payment on a per participant basis.
 3. Outside Mutual Fund Sub Transfer Agency Fee means the portion of the transfer agency fee paid by an unaffiliated mutual fund to its transfer agent that is paid to NATIONWIDE in connection with plans record kept by NATIONWIDE. Such fee may be calibrated on the basis of the number of participants investing in the mutual fund (in which case such fee is expressed in dollars) or on the basis of the

dollar amount of assets invested in the mutual fund (in which case such fee is expressed in basis points).

4. Outside Mutual Fund Administrative Fees means the fees (other than OMF Sub TA Fees, and OMF 12b-1 Fees) paid by an unaffiliated mutual fund (or its affiliate) to NATIONWIDE in connection with plan records kept by NATIONWIDE.

5. Non-Mutual Fund Administrative Fees means the fees associated with assets associated with loans, access to the Participant Investment Advisor, Managed Accounts and participant directed investment assets as outlined in Sections 3.C and 5.K of this Agreement. Such fees are in addition to compensation outlined in Section 9 of this Agreement.

C. Exhibit C to the Agreement is hereby deleted and replaced with the attached Exhibit A to the Agreement, effective this 22nd day of September, 2015

Except as set forth herein, all other terms and conditions of the Agreement, Amendment 1, and Amendment 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Third Amendment on the date of execution by the last party as indicated below:

APPROVED BY
Nationwide Retirement Solutions, Inc:

By: _____

Title: _____

Date: _____

APPROVED BY
El Dorado County:

By: _____

Title: _____

Date: _____

Exhibit A
NRS PART
INVESTMENT OPTIONS

This Exhibit is hereby made part of the Agreement.

The investment options set forth below are the investment options available under the NRS Part.

<u>Asset Class</u>	<u>Fund</u>	<u>Fee</u>
Asset Allocation Funds	Nationwide Investor Destinations – Aggressive	0.18%
Asset Allocation Funds	Nationwide Investor Destinations – Mod Aggressive	0.18%
Asset Allocation Funds	Nationwide Investor Destinations – Moderate	0.18%
Asset Allocation Funds	Nationwide Investor Destinations – Conservative	0.18%
Asset Allocation Funds	Nationwide Investor Destinations – Mod Conservative	0.18%
Asset Allocation Funds	Nationwide Destination 2015 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Destination 2020 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Destination 2025 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Destination 2030 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Destination 2035 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Destination 2040 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Destination 2045 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Destination 2050 Inst Svs	0.18%
Asset Allocation Funds	Nationwide Retire Inc Inst Svc	0.18%
International Stocks	EuroPacific Growth Fund	0.18%
International Stocks	Oppenheimer Global Fund	0.18%
Small Cap Stocks	AllianzGI NFJ Small-Cap Value Fund – Class A	0.18%
Small Cap Stocks	Brown Capital Management Small Company Fund (The) - Investor Class	0.18%
Small Cap Stocks	DFA U.S. Micro Cap Portfolio	0.18%
Mid Cap Stocks	AllianzBernstein Discovery Growth – Class K	0.18%
Mid Cap Stocks	Dreyfus Midcap Index Fund, Inc.	0.18%
Large Cap Stocks	JPMorgan Disciplined Equity Fund Inst	0.18%
Large Cap Stocks	Fidelity Contrafund	0.18%

Large Cap Stocks	Invesco Growth and Income Fund – Class Y	0.18%
Large Cap Stocks	The Growth Fund of America(R), Inc.	0.18%
Large Cap Stocks	Vanguard 500 Index Fund – Investor Shares*	0.18%
Large Cap Stocks	Vanguard(R) Institutional Index Fund - Institutional Shares	0.18%
Balanced	The Income Fund of America(R), Inc.	0.18%
Bond	Metropolitan West Total Return Bond Fund - Class M	0.18%
Bond	Vanguard(R) Total Bond Market Index Fund - Signal(TM) Shares	0.18%
Short Term Investments	Nationwide Fixed Account	0.18%
Short Term Investments	Galliard Stable Value Fund C	0.18%

Other

Nationwide Bank Liquid Savings

Nationwide Bank 1, 3, and 5 year Certificates of Deposit