

AMENDMENT NO. 1

This Amendment modifies Contract No. 11-88-032 for Deferred Compensation Plan Third Party Administrative Services for Cook County and Cook County Forest Preserve District by and between the County of Cook, Illinois, herein referred to as "County" and Nationwide Retirement Solutions, Inc., a subsidiary and affiliate of Nationwide Financial Services, Inc. authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on June 19, 2012 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Deferred Compensation Plan Third Party Administrative Services for Cook County and Cook County Forest Preserve District (hereinafter referred to as the "Services") from July 1, 2012 through June 30, 2017, with two (2) one (1) year renewal options; and

Whereas, the Contract will expire June 30, 2017, and the agreed upon Services are still required; and

Whereas, a renewal is desired for the continuation of Services; and

Whereas, the County and Contractor desires to modify the payment of Plan expenses approved by the Deferred Compensation Committee on May 16, 2017;

Whereas, Contractor is willing to make significant compensation concessions in exchange for said extension; and

Whereas, the County and Contractor desire to renew the Contract for twelve (12) months beginning on July 1, 2017.

Whereas, the County and Contractor desire to revise the scope of services provided in the Contract.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through June 30, 2018.
2. Article IV, Section D.9. of the Agreement is deleted in its entirety and amended to read as follows:

"During the term of this Agreement, Nationwide shall provide and maintain an Internet site for the Plan ("Plan Internet Site") and shall be solely responsible for hosting and managing the Plan's Internet Site at its own expense. The Plan Internet Site shall enable participants to obtain current personal account information as well as general information concerning the Plan. Information available through the Plan Internet Site shall include the participant's account balance for each investment used and the participant's current deferral amount and allocation. The Plan Internet Site shall also allow participants to transfer assets between investment options, to change investment allocations, and to change their deferral amount. Nationwide shall provide a Spanish Education website which shall be linked to the Plan's Internet Site. The Plan's Internet Site shall be available twenty-four (24) hours per day, seven (7) days per week, except for scheduled maintenance. Participants shall be able to email account specific questions via the Plan Internet Site. The standard response time to emails shall be within 24 hours of receipt, with issue resolution within one business day and no later than five business days. Statement information can be downloaded and used with personal financial software (e.g., Quicken).

The Plan's Internet Site shall enable participants to access the following tools, or tools similar to these, at no additional cost:

- My Interactive Retirement Planner – Interactive tool that helps participants understand how much they need to save to reach retirement goals.
- My Investment Planner – Offered by Nationwide Investment Advisors, LLC (“NIA”), this online tool provides individualized investment advice using an investment process developed and maintained by NIA’s retained independent financial expert, Wilshire Associates Incorporated..
- Future Value Calculator – Shows how participants’ retirement investments could grow and demonstrates the importance of investing tax-deferred dollars.
- Paycheck Impact Calculator – Helps participants see how reducing their paycheck will increase their contribution to their deferred compensation account with the plan.
- College Savings Calculator – Participants can use this tool to obtain an idea of how much income to set aside for future tuition costs.
- Payout Calculator – This tool is designed to simulate various payout options, based upon age, rate of return and withdrawal amount.
- Asset allocation tools through NIA.

The availability of the tools listed above are subject to the needs of the participants and plan sponsors of the retirement plans that Nationwide administers. The Employer shall not acquire any ownership or intellectual property rights in the form or content of information on the Plan’s Internet Site including, without limitation, all software, hardware, source code, computer or communication programs, modifications, upgrades, updates, services, content, and all intellectual property rights in connection therewith, except content specifically developed for, or provided by, the Employer. All participant information displayed on the Plan’s Internet Site shall be subject to Nationwide’s Privacy Policy.”

3. Article IV, Section I, Participant Investment Advisory Services, of the Agreement is deleted in its entirety and amended to read as follows:

“Nationwide, through its affiliate Nationwide Investment Advisors (“NIA”) shall make NIA’s ProAccount managed account service available to participants pursuant to the separate agreement between the Committee and NIA related to that service. NIA also shall provide Participants with online access to the My Investment Planner advice module at no additional cost.”

4. Article VI, COMPENSATION OF NATIONWIDE, is deleted in its entirety and amended to read as follows:

Nationwide shall receive compensation or remuneration for the performance of the Plan Services as permitted or required by this Agreement. All compensation payable to Nationwide under this Agreement shall be from the sources identified herein. The Employer/Committee has no responsibility for making any compensation payments to Nationwide. Unless otherwise agreed to by the parties, Nationwide’s compensation for performing services under this Agreement shall include all of the following:

- a. Plan Asset Compensation. Effective 7/1/2017, Nationwide shall be entitled to receive as compensation an amount equal to 0.095% (9.5 basis points) of Plan assets on an annualized basis, to be assessed as an explicit asset fee on participant account balances on the last business day of each month. For purposes of this calculation, Plan assets shall be based upon the total of all participant account balances, including but not limited to any participant self-directed brokerage account values. For purposes of this calculation, loan balances are excluded from Plan assets.
- b. Employer’s Plan Expenses. Effective 7/1/2017, Nationwide will assess on behalf of the Plan Sponsor an amount equal to 0.0075% (0.75 basis points) of all Plan assets on an annualized basis, and assessed as an explicit asset fee on participant account balances on the last business day of each month. For

purposes of this calculation, the total Plan assets shall be based upon the total of all participant account balances including, but not limited to, any participant self-directed brokerage account values.

Any amounts collected by Nationwide per this section IV.b. that will be used by the Employer to offset Employer's Plan Expenses will be deposited into an account established within the Plan to hold such amounts ("Reimbursement Account"). The Reimbursement Account will be invested in an investment option selected by the Committee and will be maintained separately from participant accounts. Nationwide shall report the balance, transactions, and investment experience of the Reimbursement Account to the Employer quarterly.

The Committee will direct Nationwide, in writing, to pay reasonable and necessary Plan expenses directly to a Plan service provider. When each invoice is submitted to Nationwide for payment, the Committee shall certify in writing that the expenses represented by the invoice are reasonable and necessary Plan expenses. As the fiduciary of the Plan, the Committee is solely responsible for making determinations with respect to the appropriateness of all expenses of the Plan and how the Reimbursement Account is managed. Nationwide does not accept this responsibility. The Committee must maintain an amount in the Reimbursement Account sufficient to meet the financial requirements of any invoice received by Nationwide and approved by the Committee for Plan expenses. Nationwide shall not be required to pay any invoices exceeding the balance of the Reimbursement Account.

- c. Mutual Fund Payments. Employer acknowledges that Nationwide or its affiliates receive service payments in connection with the sale and servicing of certain mutual fund investment options available in the Plan ("Mutual Fund Payments"). Further, for mutual fund investment options selected by the Committee and made available to the Plan's participants, the Employer understands and agrees that Nationwide may receive service fee payments from the investment providers (or their affiliates) on assets not related to the Plan. For any Mutual Fund Payments received as a result of assets invested in the Plan's investment options, the Employer instructs Nationwide to credit said Mutual Fund Payments attributable to the participant accounts back to those respective accounts on a quarterly basis within sixty (60) calendar days from the end of the quarter.

Nationwide shall provide a quarterly report to the Committee concerning Nationwide's compensation. Nationwide will calculate the Mutual Fund Payments it accrues, and credits back to participants as indicated above, as well as any explicit asset fees assessed, as described herein, each calendar quarter. Nationwide will calculate the total Plan assets for the quarter based upon the average monthly balances in all participant Plan accounts (based on month-end values).

- d. Individual Account Fees. To the extent offered under the Plan now or in the future, and in addition to the above described fees, Nationwide shall also receive fees with respect to a participant's use of participant loan administration, the Self-Directed Brokerage Account ("SDBA"), and Nationwide's managed account service ("ProAccount") as follows:
- 1) Loans – If requested by the Committee and permitted under the terms of the Plan, Nationwide will assist the Committee in processing participant loan requests pursuant to participant loan administrative procedures approved by the Committee and Nationwide. All participant loan fees are governed by written Plan Loan Policy and Procedures document, a copy of which has been provided to the County and accepted by Nationwide.

For loans modeled and ultimately initiated on or after 7/1/2017, a 0.095% (9.5 basis points) finance charge will be included in the loan agreement and this finance charge will be assessed until such time as the loan is repaid in full or offset due to full distribution of the participant's account or upon

the participant's death. This finance charge will be retained by Nationwide but will not apply to loans modeled prior to 7/1/2017.

- 2) Self-Directed Brokerage Account (SDBA) – If the Plan offers an SDBA investment option for qualifying participants in the Plan. Initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each participant by the SDBA provider.
- 3) Managed account services (Nationwide ProAccount) – If managed account services are offered by Nationwide Investment Advisors, LLC (“NIA”), an affiliate of Nationwide, the Committee must authorize and appoint NIA to provide such services. Only participants who choose to utilize Nationwide’s ProAccount managed account service are assessed fees. Such fees are authorized in a separate ProAccount agreement between the participant and NIA, and are assessed pursuant to the terms and conditions of such agreement.

Fees related to participant loans, the SDBA and Nationwide ProAccount are in addition to the Revenue Requirement for Administrative Services as provided in this Agreement and are outlined in Exhibit B.”

5. Article XIII, Section I., Notices, is deleted in its entirety and amended to read as follows:

“All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

To the Committee: Cook County Deferred Compensation Committee
118 North Clark Street
Room 500
Chicago, Illinois 60602
Attn: Chairman

To the Employer: County of Cook
118 North Clark Street
Room 500
Chicago, Illinois 60602
Attn: Comptroller

To Nationwide: Nationwide Retirement Solutions, Inc.
10 W. Nationwide Blvd., 5-04-209J
Columbus, Ohio 43215
Attn: Eric Stevenson

With a copy to: Office of General Counsel
One Nationwide Plaza, 1-34-302
Columbus, Ohio 43215”

6. The Contract is hereby amended to incorporate Exhibit B and made part of the Contract.
7. The attached Identification of Sub-Contractors/Suppliers/Sub-Consultants Form and MBE/WBE Utilization Plan and Economic Disclosure Statement forms are incorporated and made a part of this Contract.

8. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

Nationwide Retirement Solutions, Inc.

By: _____
Chief Procurement Officer

Signed

By: _____
State's Attorney (if applicable)

Type or print name

Title

Date: _____

Date: _____

EXHIBIT B

INDIVIDUAL ACCOUNT FEES

This Exhibit sets forth the Individual Account Fees and is incorporated by reference to become part of the Administrative Services Agreement and all amendments thereto. The Individual Account Fees will be effective 7/1/2017. This Exhibit B may be modified from time to time by the Committee.

Individual Account Fees

Self-Directed Brokerage Option:

\$50.00	Self-Directed Brokerage Option Initiation Fee
\$50.00	Self-Directed Brokerage Option Annual Fee

Loans:

0.095% annualized on outstanding	Loan Finance Charge (applicable to new loans
loan principal balances.....	initiated on or after 7/1/2017)
\$50.00	Loan Application Fee (for each loan)
\$25.00	Annual Loan Maintenance Fee (for each loan)
\$25.00	Loan Failed Payment Fee (for each failed payment)
\$50.00	Loan Default Fee (for each loan defaulted)

Nationwide ProAccount:

Account Balance	Annual Program Fee
The first \$99,999.99	0.55%
The next \$150,000	0.50%
The next \$150,000	0.45%
The next \$100,000	0.40%
Assets of \$500,000 and above	0.35%