

**EMPOWER
ADMINISTRATIVE SERVICES AGREEMENT
RFP 602890-13
AMENDMENT NO. 1**

Effective the _____ day of _____, 2021 the following constitutes an amendment to the Administrative Services Agreement ("Agreement") between the Plan Sponsor and Empower Retirement, LLC ("Empower"). The following services shall be available in lieu of the current services described in the Agreement. All services in the Agreement shall continue to remain in full force and effect upon the changes to the services described herein.

WHEREAS: The Plan Sponsor is the sponsor of the Plans and is (or is authorized to act for) the "administrator" of the Plans;

WHEREAS: The Plan Sponsor has entered into an agreement with MassMutual to provide the recordkeeping and other administrative services to the Plans.

WHEREAS: Empower and MassMutual entered into a definitive agreement for Empower to acquire the MassMutual retirement plan business, which acquisition formally closed on December 31, 2020.

WHEREAS: effective upon completion of the notice period under the assignment provisions of the Agreement, which occurred on or about April 1, 2021, MassMutual assigned its rights and responsibilities under the Agreement to Empower and Empower assumed all of MassMutual's rights and responsibilities.

WHEREAS, pursuant to the amendment provisions of the services agreement, the Plan Sponsor and Empower desire to amend that agreement with respect to the recordkeeping and other administrative services to be provided to the Plans.

NOW THEREFORE, the Agreement is amended to read as follows:

1. All references to MassMutual are hereby deleted and replaced with Empower Retirement, LLC ("Empower"), except for references to the MassMutual group annuity contract and separate investment accounts.

2. Section 6.2 is hereby deleted and replaced with the following provision.

6.2 Term and Termination: (i) This Agreement commences as of the date indicated on the first page and, unless terminated earlier pursuant part (ii) of this Section, terminates on December 31, 2022.

(ii) This Agreement may be terminated earlier in the event of (1) substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party, but only after the terminating party provides the other party 120 days' written notice of its intent to terminate, or (2) delivery of written notice by Empower on a date that is at least one hundred eighty (180) days from the date the notice is received by the Plan Sponsor or delivery of written notice by the Plan Sponsor on a date that is at least 60 days from the date the notice is received by Empower.

In addition, if the Plan is funded by a group annuity contract issued by MassMutual then the group annuity contract terminates coincident with the termination of this Agreement, provided that any limitations, fees or expenses related to the payment of the group annuity contract shall continue to apply regardless of the effect of this sentence. If the Plan Sponsor is terminating this agreement because it objects to an amendment by Empower, it may terminate the Agreement by delivering thirty (30) days notice to Empower.

(iii) Prior to the termination date, Empower will continue to provide administrative services through the termination date, will be entitled to fees in accordance with Exhibit D – Fees, and will cooperate in the conversion of the Plan to the new recordkeeper to the extent mutually agreeable to both parties. On and after the termination date, contributions to, withdrawals from, and transfers between funds maintained with respect to this Agreement will not be permitted. As of a date not later than thirty (30) days following the termination date, Empower will withdraw the value of the affected participants' accounts from the investments made under this Agreement and will deliver the proceeds of such withdrawal to, or as directed by, the Plan Sponsor provided that Empower will first be entitled to deduct from such proceeds any administrative or other fees then due to Empower. It shall not be a breach of this Agreement if Empower fails to make a withdrawal and/or deliver proceeds, as provided for above, due to an unscheduled market closure or any other event beyond Empower's reasonable control, provided Empower makes such withdrawal and/or delivers such proceeds as soon as reasonably possible following such event. Termination of any other contract issued to the Plan Sponsor by MassMutual will be governed solely by the terms of such contract. Empower will provide any outstanding reports to the Plan Sponsor within ninety (90) days of the termination date.

3/12/2021

Contract No. 061236-0000-0000

The Plan Sponsor certifies that it has the power and authority to enter into this Agreement. The person signing below as the Plan Sponsor's representative warrants, as an individual, that he or she is the Plan Sponsor's representative authorized to sign this Agreement and that his or her signature is genuine.

SIGNATURE(S):

In Witness Whereof: Empower and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative effective as of the date executed by both parties.

For Empower Retirement LLC:



Paula Edmonds
Head of Sponsor Services

March 12, 2021
Date

Legal Name of Plan Sponsor: County of Clark

Contract Number: 061236

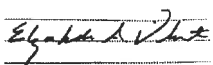
For the Plan Sponsor:

Signature

Date

Printed Name and Title

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney