



Service Provider Agreement – Portfolio Director®

The Variable Annuity Life Insurance Company (VALIC)

This Agreement is made and entered into by and between the Employer identified in Section I, below, and VALIC (singularly, "party" and collectively, "parties"), effective as of the date and for the term provided herein. This Agreement does not apply to 457 Plans, Voluntary TSAs and other non-qualified deferred compensation plans.

I. EMPLOYER/PLAN INFORMATION

A. Employer Sponsoring Plan:

Name: LEON COUNTY, FL BOCC
 Address: 301 SOUTH MONROE STREET City: TALLAHASSEE State: FL ZIP: 32301
 EIN: 5960007088 Region: SOUTHEAST Employer's Fiscal Year: 9/30
 Authorizing Party – Adopting Plan Documents (e.g., Board of Directors, Board of Trustees, Executive Director, Pension Committee): _____

B. Employer's Legal Entity (Check all that apply.):

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Non-Profit 501(c)(3) | <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> S Corporation | <input type="checkbox"/> Professional Service Corporation |
| <input type="checkbox"/> Other Non-Profit | <input type="checkbox"/> Church – 414(e) | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> For-Profit Corporation | <input type="checkbox"/> Church – 3121(w) | <input type="checkbox"/> Partnership | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Other: _____ | | | |

C. Name of Plan:

Name: LEON COUNTY, FL BOCC 401(a) MATCH PLAN ERISA Plan (check): Yes No
 IRS Plan #: _____ Model Document Name and # (if applicable): _____
 Model Document Vesting Option: _____ PD Series: _____ Existing GA# (if current VALIC client): 58889

D. Effective Date of Plan:

Original Effective Date: 10/1/2006 Restatement Date: _____

E. Plan Type:

- 403(b) 403(a) 401(k) 401(a) Other: _____

F. Plan Administrator (Plan information prepared by VALIC will be sent to this address unless otherwise indicated.):

Name/Title (if other than Plan Sponsor): LILLIAN BENNETT, DIRECTOR HUMAN RESOURCES
 Please complete the following if not the same as Plan Sponsor:
 Company: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Phone: (____) _____ Fax: (____) _____ E-mail: _____

G. Employer Contacts (authorized to act on behalf of Plan Sponsor):

Primary Contact:
 Name: _____
 Phone: (____) _____ Fax: (____) _____ E-mail: _____

Payroll Contact:
 Name: _____
 Phone: (____) _____ Fax: (____) _____ E-mail: _____

Billing Contact:
 Name: _____
 Phone: (____) _____ Fax: (____) _____ E-mail: _____

Agent for Service of Legal Process (Job Title, e.g., Chief Financial Officer):
 Job Title: _____
 Phone: (____) _____ Fax: (____) _____ E-mail: _____
 Address: _____ City: _____ State: _____ ZIP: _____

H. Party Currently Providing Administrative Services:

Name: _____
 Company: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Phone: (____) _____ Fax: (____) _____ E-mail: _____

I. Trustee (if applicable):

Name: _____
Company: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone: (____) _____ Fax: (____) _____ E-mail: _____
EIN (if applicable): _____

J. Names of Any Other Providers that will or currently hold Assets of the Plan:

NATIONWIDE RETIREMENT SOLUTIONS, ICMA

K. Other Plans of Employer:

L. Is the organization sponsoring the Plan affiliated with, controlled by, or in control of any other organization? Yes No
(If yes, then an organization chart showing all organizations related to, controlled by, affiliated with, or controlling the organization sponsoring this Plan must be attached before any compliance services can be provided. Also, please refer to Controlled Groups and Affiliated Service Groups in Section III.E.)

If yes, is AIG VALIC an investment provider for any of these organizations? Yes No

M. Predecessor Employer Information (if applicable):

Name: _____ EIN: _____
Name: _____ EIN: _____
Credit Service for Predecessor Employer: Yes No

N. Participating Employers (if applicable):

Employer Name: LEON COUNTY CLERK OF COURTS ^{FWB}
EIN: _____ City: TALLAHASSEE State: FL
Employer Name: _____
EIN: _____ City: _____ State: _____

II. EMPLOYER/PLAN ADMINISTRATOR RESPONSIBILITIES

The following is a list of Employer/Plan Administrator responsibilities. This list is not all-inclusive and may be subject to change as applicable laws change. For a description of the areas in which VALIC will provide assistance, refer to Section III, ADMINISTRATIVE SERVICES GENERAL PROVISIONS, herein.

- A. Establish the Plan** (if a new plan) with a resolution passed by the organization's Board of Directors (or appropriate governing body).
- B. The following items must be distributed to participants and/or posted for all employees within the time frames established by the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the Internal Revenue Code of 1986, as amended (IRC):**
 - Notice to Interested Parties (if required)
 - Summary Plan Description (SPD)
 - Summary Annual Report (SAR)
 - Benefits Statements
- C. The following items must be signed and forwarded (if necessary) to the appropriate governmental agency:**
 - Plan Document
 - IRS determination letter application (if appropriate)
 - Form 5500 and applicable schedules (if required)
- D. Determine the need for and provide fidelity bond coverage for the Plan as required by ERISA Section 412.**
- E. Establish written procedures for administering Participant Loans (if applicable) and Qualified Domestic Relations Orders (QDROs).**
- F. Assist in making arrangements to enroll eligible employees.**
- G. Ensure that any non-discrimination testing or other testing required by law is performed and take any actions needed to maintain the Plan's compliance with relevant IRC requirements.**
- H. Send contribution remittance and detailed allocation instructions to VALIC in "good order."** "Good order" means that the allocation instructions are sent to VALIC before or concurrent with the contribution remittance and that they are in balance. Required information in the allocation instructions includes (but may be more extensive in order to support reporting or service work requested) participant name, SSN, source of the contributions, and dollar amount. VALIC accepts allocation instructions via E-remit online. E-remit online processing using a standard file format or online list bill is a requirement. For non-standard remittances, a service fee may apply. Prior to sending the first contribution remittance, the method and format must be reviewed and approved by VALIC's Client Contribution Services department. Contribution remittance must be fully funded for all positive amounts. Contributions made under a mistake of fact are processed and the funds returned separately. Five remitting locations are allowed with no additional service fee. A deferral feedback file is not available.

Note: VALIC may prepare forms that must be filed for the Plan with the Internal Revenue Service (IRS) or the Department of Labor (DOL). However, full responsibility for filing these forms with the appropriate government agencies in a timely manner lies with and is assumed by the Plan Administrator named in the Plan Document. To the extent permitted by applicable law, the Employer shall indemnify, protect and hold VALIC harmless from any loss, liabilities, or expenses in connection therewith, including penalties, court costs, and attorneys' fees, arising out of inadequate or inaccurate data supplied by the Employer or Plan Administrator, or their failure to file reports prepared by VALIC with the applicable government agencies by the deadlines.

VALIC SHALL PROVIDE ONLY THE SERVICES LISTED ABOVE. SERVICES NOT LISTED ABOVE MAY BE AVAILABLE UPON REQUEST. PLEASE REFER TO SECTION V. E., ADDITIONAL FEE-BASED SERVICES, FOR OTHER SERVICES NOT LISTED ABOVE. A FEE MAY BE REQUIRED FOR ADDITIONAL SERVICES PERFORMED.

D. Administration Services:

The following Administration Services will be provided by VALIC (if applicable to the Plan) as required to properly administer the Plan and if Administration Services have been elected.

1. Maintain data and records necessary for VALIC to perform services hereunder based on information provided by the Employer and VALIC's records.
2. Calculation of participant eligibility for testing purposes.
3. Calculation of vesting percentage beginning in the second year Administration Services are provided under this Agreement or at the time participant census has been received, if earlier, unless vesting information is provided during the plan implementation process.
4. Group-level compliance testing as appropriate for plan type, including IRC Section 410(b) ratio percentage test, IRC Section 401(k) actual deferral percentage (ADP) test, IRC Section 401(m) actual contribution percentage (ACP) test, IRC Section 414(s) compensation test, IRC Section 401(a)(17) contribution limit and IRC Section 416 top heavy test, using standard VALIC procedures and methodologies.
5. Individual compliance testing performed on a plan-wide basis, including IRC Section 402(g) excess deferral limit and IRC Section 415(c) maximum annual additions.
6. In the event of plan testing failures, correction via refunds. Other correction methods will incur an additional fee.
7. Provide standard final testing package.
8. Preparation of signature-ready Form 5500 annual report (as required).

9. Preparation of Summary Annual Report (SAR) (as required).
10. Preparation of Form 5558 extension to file Form 5500 annual report (as required).
11. Make reasonable efforts to notify the Plan Administrator of any changes in federal laws or regulations that may affect the Plan.

At least annually, the Employer must provide census data electronically for all employees, including all employees of Controlled Group and Affiliated Service Group members. The census data must be provided whether or not the employees are eligible to participate in the Plan. Census specifications will be provided by VALIC based on the Plan's provisions. Required data must be provided as requested by VALIC no later than 3 months prior to the Form 5500 filing deadline (or extended deadline if Form 5558 is filed timely) in the format and medium prescribed by VALIC. Failure to provide census data as requested by VALIC may result in additional fees or termination of the Administration Services provided above. If VALIC is taking over an existing plan, Employer must provide information from the prior year as follows: plan document, test results, and Form 5500.

E. Controlled Groups and Affiliated Service Groups:

If the Employer's organization is part of an affiliated service or controlled group (as defined in IRC Section 414) and Administration Services have been elected, VALIC will provide services (including non-discrimination testing) only for those organizations and plans that are party to a VALIC service agreement electing Administration Services, unless otherwise noted herein. VALIC will not make the determination of whether or not such affiliated service or controlled group status exists.

Important: Omission of any other organization that may possibly be associated with the organization sponsoring this Plan may invalidate some or all of the services provided under this Agreement, including, but not limited to, preparation of the Plan Document and non-discrimination testing. Corrective activity for work previously performed will incur a fee.

IV. AGREEMENT PERIOD/TERMINATION/AMENDMENT

This Agreement shall continue in effect from the date that it is executed by VALIC and from year to year thereafter. Either VALIC or Employer may terminate this Agreement by written notification at least 60 days prior to the date the termination is to be effective. VALIC reserves the right to terminate this Agreement at any time that another financial institution is allowed to receive or hold funds for Employer's Plan unless the inclusion of such other institution is agreed to in writing by VALIC.

The original pricing of this Plan is set at the time of implementation based on information provided by the Employer regarding the amount of Plan assets and the number of Plan participants. In the event that these figures are not accurate, once the Plan assets are received, fees will be adjusted accordingly. Fees will be confirmed by VALIC as part of the implementation process.

V. SERVICE FEES

A. 401(k) Set-up Fee:

VALIC will provide the Implementation and Plan Document Services specified in Section III of this Agreement after receipt of the set-up fee. The set-up fee for a new plan is \$300. The set-up fee for a takeover plan is \$750. If the Employer has executed an agreement with VALIC to transfer \$1 million or more in assets, the set-up fee will be waived.

B. Annual Administrative Service Fee for 401(k) Plans:

If the Employer elects Administrative Services in Section VI, VALIC will provide the Administrative Services as described in Section III of this Agreement, as long as this Agreement remains in effect, for the Annual Administrative Service Fee. The Annual Administrative Service Fee schedule for the Administrative Services described in Section III is guaranteed not to increase during the first or next plan year following the effective date of the Agreement. VALIC shall notify the Employer in writing, at least 30 days prior to the end of the plan year, of any changes in the Annual Administrative Service Fee schedule for the subsequent year.

For purposes of this Agreement, a participant is defined as a customer with an account whose value is greater than zero on or about the last day of the plan year.

1. The Annual Administrative Service Fee for plans with assets of less than \$1 million with VALIC at plan year end is a \$750 base fee plus a

per participant fee. The per participant fee, based on average account balance (determined annually on or about the last day of the plan year), is as follows:

Average Account Balance	Per Participant Fee
\$0 - \$5,000	\$30
\$5,001 - \$10,000	\$20
\$10,001 and above	\$10

2. For plans with less than \$1 million in assets with VALIC for which a Third Party Administrator provides compliance testing and 5500 services, the base fee for a plan without an independent auditor's report is \$250 and \$500 for a plan with an independent auditor's report. In addition, the per participant fee, based on average account balance (determined annually on or about the last day of the plan year), is as follows:

Average Account Balance	Per Participant Fee
\$0 - \$5,000	\$20
\$5,001 - \$10,000	\$10
\$10,001 and above	\$0

The name and contact information of the Third Party Administrator providing compliance and testing services should be provided in Section VI of this Agreement.

3. The Annual Administrative Service Fee for plans with assets greater than \$1 million with VALIC at plan year end is \$10 per participant with no base fee. The Annual Administrative Service Fee shall not be less than \$1,500 or greater than \$12,000.
4. For plans with assets greater than \$1 million at VALIC for which a Third Party Administrator provides compliance testing and 5500 services, the base fee for a plan without an independent auditor's report is \$250 and \$500 for a plan with an independent auditor's report. The name and contact information of the Third Party Administrator providing compliance and testing services should be provided in Section VI of this Agreement.
5. For plans that satisfy the safe harbor requirements for testing exemptions of IRC Sections 401(k)(12) and 401(m)(11) the Annual Administrative Service Fee, including any minimum fee, will be reduced by \$250.

C. Annual Administrative Service Fee for All Other Plan Types:

If the Employer elects Administrative Services in Section VI, VALIC will provide the Administrative Services as described in Section III of this Agreement, as long as this Agreement remains in effect, for the Annual Administrative Service Fee. The Annual Administrative Service Fee schedule for the Administrative Services described in Section III is guaranteed not to increase during the first or next plan year following the effective date of the Agreement. VALIC shall notify the Employer in writing, at least 30 days prior to the end of the plan year, of any changes in the Annual Administrative Service Fee schedule for the subsequent year.

For purposes of this Agreement, a participant is defined as a customer with an account whose value is greater than zero on or about the last day of the plan year.

1. The Annual Administrative Service Fee for plans that choose compliance service with VALIC is \$10 per participant with no base fee. The Annual Administrative Service Fee shall not be less than \$1,500 or greater than \$12,000.
2. For plans for which a Third Party Administrator provides compliance testing and 5500 services, the base fee for a plan without an independent auditor's report is \$250 or \$500 for a plan with an independent auditor's report.
The name and contact information of the Third Party Administrator providing compliance testing and 5500 services should be provided in Section VI of this Agreement.
3. For plans that satisfy the safe harbor requirements of IRC Code Sections 401(k)(12) and 401(m)(11), the Annual Administrative Service Fee, including any minimum fee, will be reduced by \$250.

D. VALIC reserves the right to charge a fee in addition to the Annual Administrative Service Fee due to:

- work that must be redone due to inaccurate or incomplete information furnished by the Employer or Plan Administrator;
- necessary compliance testing or services not included in the Administrative Services in Section III;
- delays in client data or response.

E. Additional Fee-Based Services for All Plan Types:

Services in addition to the Administrative Services described in Section III may be selected or required based upon plan design, testing results and the Plan Administrator's performance of the duties as described in this Agreement. Some additional services may be selected during the initial plan design and implementation phase and some may not be identified until the non-discrimination testing phase. VALIC will make every effort to inform the Employer of the potential additional charges prior to assessing the fee. See Appendix A for a list of additional services and fees.

F. Fee Payment:

The annual base fee and additional fees will be billed directly to the Employer (if applicable). Annual per participant fees will be:

- Billed directly to Employer
- Debited from Participant Accounts

The Employer shall pay VALIC the Annual Administrative Service Fee in the amount indicated in this Agreement. The fees listed in this Agreement do not include any taxes. If VALIC is required to assess or pay taxes on the services provided hereunder, then such taxes shall be billed to and paid by Employer. Employer shall pay all invoices within thirty (30) days of the applicable invoice date. Any sum due to VALIC hereunder that is not paid within sixty (60) days from its invoice date will bear interest from the invoice date until paid at the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum rate of interest allowed by applicable law. Employer's failure to pay any invoice within sixty (60) days of the invoice date for the applicable invoice shall be a material breach of the Agreement and the Employer authorizes VALIC to liquidate sufficient assets from participants' accounts to pay the invoice. VALIC shall not be liable for any loss occasioned by such action including, but not limited to, the selection of one date or asset as opposed to another for such liquidation. In the event the Employer cancels this Agreement, a fee may be charged for services performed prior to cancellation for the plan year during which cancellation occurred. This Agreement applies to services provided by VALIC employees only, and not to services provided by any third party administration firm.

VI. OTHER ELECTIONS

- Employer hereby elects to have VALIC perform the applicable Administrative Services listed in Section III. Services shall be effective no earlier than the plan year in which assets have been transferred to VALIC. The effective date for these services shall be for the plan year ending as follows:
Effective for Plan Year Ending: _____
- Employer elects to have VALIC provide Plan Document Services described under Section III.
- Employer has retained the Third Party Administrator (TPA) listed below to perform the applicable Administrative Services listed in Section III.
Please Note: Please refer to Section V of this Agreement for fees that will apply. For plans for which a Third Party Administrator provides compliance testing and 5500 services, the annual base fee for a plan without an independent auditor's report is \$250 or \$500 for a plan with an independent auditor's report. An annual participant fee may also apply.

Name of TPA: _____

Mailing Address: _____ City: _____ State: _____ ZIP: _____

Phone: (____) _____

- Check box to authorize VALIC to make Annual 5500 Audit Package directly available to the TPA.

VII. MISCELLANEOUS

A. Relationship of Parties:

The parties hereto shall remain at all times independent contractors. Neither party is an employee, agent, or representative of the other. Neither party, including its employees, agents or representatives, shall at any time attempt to act on behalf of the other party to bind the other party in any manner whatsoever to any obligations. Neither party nor its employees, agents or representatives shall engage in any acts that may lead any person to believe that such party is an employee, agent, or representative of the other party, its parent corporation, subsidiaries or affiliates. Each party agrees to give prompt written notice to the other party upon learning of any confusion by third parties as to the relationship of the parties.

B. Authority:

The person signing this Agreement on behalf of Employer personally represents and warrants to VALIC that he/she has the actual authority to sign on behalf of Employer.

C. Assignment and Delegation:

Employer agrees that VALIC may assign and delegate its rights and duties without the express consent of Employer. Employer agrees that it will not assign its rights or delegate its duties without VALIC's express prior written consent.

D. Integration and Modification:

This Agreement comprises the entire agreement of the parties concerning the subject matter described herein and, upon its effective date, terminates any prior agreements concerning the subject matter herein between the parties. Any statement or representation made by any party that is not expressly set forth in this Agreement shall not be binding on any party. There are no express or implied promises or other agreements, written or otherwise, concerning the subject matter which have not been set forth herein. This Agreement may not be modified without express written agreement executed by all parties.

E. Controlling Law:

Unless otherwise agreed to and set forth in an addendum to this Agreement, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of ~~Texas~~ **Florida** applicable to contracts made and to be performed within the State of ~~Texas~~ **Florida**. Each party irrevocably consents and submits to the jurisdiction of the courts of the State of ~~Texas~~ **Florida**, including any federal court therein with respect to disputes arising hereunder.

F. Notices:

Unless otherwise specified elsewhere in this Agreement, all notices pertaining to this Agreement shall be in writing and delivered by first class United States mail, certified or registered mail (return receipt requested), or overnight delivery service. All notices shall be sent to

the Employer at the address set forth in Section I. Notices to VALIC shall be sent to the following address:

Implementation
VALIC
2929 Allen Parkway, L6-25
Houston, TX 77019

G. Headings:

The headings in this Agreement are for convenience of reference only and shall not affect in any way the construction or interpretation of this Agreement.

H. Counterparts:

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same Agreement.

I. Facsimile Signatures:

Each party agrees to accept the facsimile signatures of the other party to this Agreement as evidence of the execution and delivery of this Agreement. Such facsimile signature shall be deemed binding upon the party sending the facsimile signature.

J. Binding Effect:

The provisions of this Agreement shall be binding and inure to the benefit of each of the parties and their respective successors and assigns.

K. Waiver:

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach or wrongful conduct.

L. Nature of Services:

Employer acknowledges and agrees that the services provided by VALIC hereunder are solely non-discretionary services. Employer further acknowledges and agrees that neither VALIC nor its employees, agents, or other representatives may provide either tax or legal advice to the Employer or to any Plan representative (including, but not limited to, a Plan Administrator other than the Employer or a Trustee). Employer hereby agrees that it shall seek and obtain competent tax or legal advice from licensed advisors as necessary and appropriate. Employer or its designee shall be responsible for the duties of Plan Sponsor, Plan Administrator, Plan fiduciary and other related functions of a discretionary nature in support of the establishment and maintenance of the Plan.

VIII. SIGNATURES

The undersigned warrant that they are duly authorized by the respective parties to execute this Agreement on behalf of each respective party, have read and understand the terms of this Agreement, have sought or had an opportunity to seek counsel, and hereby affix their signatures below signifying agreement to the terms of this Agreement on the date shown.

Employer

C. D. Bennett
Employer Signature
Circle Hammer Resources
Title

C. D. Bennett *3/15/07*
Print Name Date

Plan Administrator Signature (if different from Employer)
Kara Boling
Plan Administrator Name (Print)
Kara Boling
Date
3/22/07
Home Office Signature
Administrative Officer
Title