

**FIRST AMENDMENT TO THE
GREAT-WEST TRUST COMPANY
COLLECTIVE INVESTMENT TRUST FOR EMPLOYEE BENEFIT PLANS
PARTICIPATION AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to County of Fresno Agreement No. 13-417, the Collective Investment Trust for Employee Benefit Plans Participation Agreement dated July 9, 2013 (the “Agreement”), is made as of this 4th day of June, 2019, by and between Great-West Trust Company, LLC (“**GWTC**”) as trustee (in such capacity, “**Trustee**”) of the Great-West Trust Company Collective Investment Trust for Employee Benefits Plans (the “**Collective Trust**”), and the County of Fresno, a political subdivision of the State of California, the plan sponsor or other authorized fiduciary executing this Agreement, (“**Fiduciary**”), on behalf of the employee benefit plan or trust identified below (“**Eligible Trust**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, the Parties entered into the Agreement; and

WHEREAS, the Parties now desire to amend the Agreement.

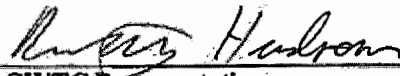
NOW, THEREFORE, the Parties agree as follows:

1. Schedule A of the Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto.
2. Schedule B to the Agreement is hereby deleted in its entirety and replaced with Schedule B attached hereto, with the fee effective as of February 1, 2019.
3. Except to the extent modified by this First Amendment, the remaining provisions of the Agreement will remain in full force and effect. In the event of a conflict between the provisions of the Agreement and those of this First Amendment, the First Amendment will control.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date first written herein above.


GREAT-WEST TRUST COMPANY, LLC, as Trustee

By: 
GWTC Representative

Name: Brockett Hudson

Title: Secretary & Senior Counsel

COUNTY OF FRESNO, PLAN SPONSOR

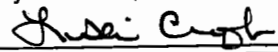
By: 
Plan Sponsor Representative

Name: Nathan Magsig

Title: Chairman, Board of Supervisors

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

GREAT-WEST TRUST COMPANY

COLLECTIVE INVESTMENT TRUST FOR EMPLOYEE BENEFIT PLANS

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SCHEDULE A: TRUSTS AND EXPENSES

Fiduciary hereby designates the following Trusts as investments or investment options for the Eligible Trust *[please check applicable box(es): if selecting either the Great-West Lifetime Conservative Lifetime Trusts or the Great-West Lifetime Trusts, only one (1) glide path may be selected; if selecting Great-West SecureFoundation Lifetime Trusts, including the Great-West SecureFoundation Balanced Trust, either the Great-West Lifetime Conservative Trusts or the Great-West Lifetime Trusts may also be selected].*

TRUST NAME
Great-West Lifetime Conservative 2015 Trust
Great-West Lifetime Conservative 2020 Trust
Great-West Lifetime Conservative 2025 Trust
Great-West Lifetime Conservative 2030 Trust
Great-West Lifetime Conservative 2035 Trust
Great-West Lifetime Conservative 2040 Trust
Great-West Lifetime Conservative 2045 Trust
Great-West Lifetime Conservative 2050 Trust
Great-West Lifetime Conservative 2055 Trust
<input checked="" type="checkbox"/> Great-West Lifetime Trusts
Great-West Lifetime 2015 Trust
Great-West Lifetime 2020 Trust
Great-West Lifetime 2025 Trust
Great-West Lifetime 2030 Trust
Great-West Lifetime 2035 Trust
Great-West Lifetime 2040 Trust

TRUST NAME	
	Great-West Lifetime 2045 Trust
	Great-West Lifetime 2050 Trust
	Great-West Lifetime 2055 Trust
<input type="checkbox"/>	Great-West SecureFoundation Lifetime Trusts
	Great-West SecureFoundation Lifetime 2015 Trust
	Great-West SecureFoundation Lifetime 2020 Trust
	Great-West SecureFoundation Lifetime 2025 Trust
	Great-West SecureFoundation Lifetime 2030 Trust
	Great-West SecureFoundation Lifetime 2035 Trust
	Great-West SecureFoundation Lifetime 2040 Trust
	Great-West SecureFoundation Lifetime 2045 Trust
	Great-West SecureFoundation Lifetime 2050 Trust
	Great-West SecureFoundation Lifetime 2055 Trust
<input type="checkbox"/>	Great-West SecureFoundation Balanced Trust

Each Trust will incur certain expenses, including but not limited to custody, audit and transactions costs, in connection with its operations that will be charged to each Trust as described in the Declaration of Trust and such Trust’s Supplemental Declaration. Trustee, in its discretion, may elect to pay certain expenses of a Trust from its own resources and may discontinue or modify any such reimbursement at any time without notice to Fiduciary. Neither a modification nor a discontinuance of any such expense reimbursement will be deemed to be a revision of this Agreement.

GREAT-WEST TRUST COMPANY

COLLECTIVE INVESTMENT TRUST FOR EMPLOYEE BENEFIT PLANS

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SCHEDULE B: TRUSTEE COMPENSATION

The Trustee shall receive a fee from the Participating Trust for the Trustee's management and administration of the Trusts ("Trustee Fee"). The Trustee Fee shall be computed at the annual rate of 0.09% (9 basis points), based on the aggregate net asset value of the Trust Units held by the Participating Trust at the end of each day. The Trustee Fee is payable by the Participating Trust monthly in arrears.

Fiduciary hereby gives standing instructions to the Trustee to redeem Units from the Participating Trust's account in the Trust to the extent sufficient to pay the Trustee Fee. The fee for any period that is less than a full month shall be prorated on a daily basis.