

Administrative Services Agreement

Between

Douglas County

and

ACCG – Government Employee

Benefits Corporation

and

ACCG

for Administration of the

ACCG 457 Deferred Compensation

and/or the

ACCG 401(a) Defined Contribution

Programs



**457 DEFERRED COMPENSATION PROGRAM
401(a) DEFINED CONTRIBUTION PROGRAM**

This ADMINISTRATIVE SERVICES AGREEMENT, ("Services Agreement") dated this 14 day of December, 2008 between **Douglas County**, a political subdivision of the State of Georgia by and through its duly elected Board of Commissioners, having its principal office at **8700 Hospital Drive, Douglasville, GA 30134** (the "Employer"), and ACCG - Government Employee Benefits Corporation, a Georgia corporation, having an office at 400 Galleria Parkway, Suite 1250, Atlanta, Georgia 30339 ("GEBCORP") and Association County Commissioners of Georgia having its principal office at 50 Hurt Plaza, Suite 1000, Atlanta, Georgia 30303 ("ACCG").

WITNESSETH:

WHEREAS, Employer has adopted the ACCG Deferred Compensation Program and/or the ACCG 401(a) Defined Contribution Program; (the "Plan"); and

WHEREAS, Employer wishes to have ACCG, in its capacity as Third Party Service Provider as defined in the Plan, perform certain services for the Plan as described in this Agreement; and

WHEREAS, ACCG wishes to designate GEBCORP as the Third Party Service Provider for the purposes enumerated in the Plan and in this Agreement, except for those purposes explicitly retained by ACCG in this Agreement;

WHEREAS, Employer accepts GEBCORP as the Third Party Service Provider with respect to the duties enumerated in this Agreement;

WHEREAS, the services provided by GEBCORP are purely ministerial in nature and are provided within the explicit provisions, guidelines and interpretations conveyed in writing to GEBCORP by Employer.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, Employer, ACCG and GEBCORP agree as follows:

Section 1 Services to be Performed.

GEBCORP shall have the responsibility to perform only those services set forth in this Agreement and on Schedule "A", attached hereto and made a part hereof, as amended from time to time. GEBCORP shall not perform any service that, in its sole judgment, it considers might cause GEBCORP to be treated as a fiduciary of the Plan under the provisions of any federal or Georgia law. It is hereby acknowledged by Employer that certain of such services may be performed by an affiliate or agent of GEBCORP pursuant to one or more other contractual arrangements or relationships.

Section 2 Directions.

(a) By Employer:

- (i) Employer shall provide to GEBCORP such policies, interpretations, decisions, rules, practices, procedures and directions (collectively, "Directions" and individually, a "Direction") as GEBCORP may reasonably request to enable GEBCORP to perform the services required in accordance

with Schedule "A" (which shall be deemed a Direction) or as GEBCORP in its sole judgment, may require to prevent it from being considered a fiduciary.

(ii) Whenever Employer provides a Direction to GEBCORP, GEBCORP may take action on the Direction if contained in writing (or if oral, thereafter confirmed in writing), signed by any individual whose name and signature have been submitted by Employer in writing to GEBCORP in the form of the letter attached hereto as Schedule "C", provided GEBCORP reasonably believes the signature of the individual to be genuine. GEBCORP shall have no responsibility to ascertain any Direction's: (i) accuracy, or (ii) effect for tax purposes or otherwise, except as required under the terms of this Services Agreement. Employer hereby directs GEBCORP to treat as Directions:

A. any transmittal of contributions or data pursuant to Schedule "A";

B. any automated telephonic or computer based instructions as to the investment of amounts credited to an account, given through GEBCORP's interactive telephone system or interactive computer system in accordance with Schedule "D" by a person identifying himself or herself, to the satisfaction of GEBCORP, as the Participant for whom the account is maintained.

(b) By Participants:

Each Plan Participant ("Participant") shall direct GEBCORP to invest the assets in the Participant's individual account as between the available investment options as identified in Schedule "E" attached hereto. Participants may make such directions by use of an interactive telephone or interactive computer system in accordance with Guidelines attached hereto as Schedule "D". Participants may also direct GEBCORP in writing in which case GEBCORP shall act on such written instructions, if sent to the proper address and received in good order. Employer hereby agrees that GEBCORP may act upon any such telephonic, computer or written instructions without question and agrees that any such instructions shall be treated for all purposes hereunder in the same manner as a Employer Direction (as defined in Section 2(a) above).

(c) Recording of Participant Directions

For the protection of the Participant, Employer and GEBCORP, a record of all transactions relating to the allocation of funds among investment options shall be maintained as follows:

- (i) for all telephonic conversations between Participants and a GEBCORP customer service representative, a log identifying the Participant, the time of the conversation and the general subject matter of the conversation; and
- (ii) for all automated telephonic and computer transactions, an electronic record identifying the Participant, the time of the transactions and the executed activity that transpired.

(d) Confirmation of Participant Directions.

A confirmation of the transfer of investments shall be mailed to the Participant within five (5) business days of the automated telephone or computer transaction or within five (5) business days of receipt, in good order, of a written instruction.

Section 3 Investment Options.

ACCG shall retain the responsibility for establishing and maintaining a funding policy and selecting investment funds, in accordance with Section 8.05 (b) of the Plan. The specific services to be provided by ACCG under this Section are described in Schedule "E" attached hereto. GEBCORP shall provide record keeping services for the investment options described in Schedule "E" attached hereto. Employer represents that it fully understands that GEBCORP shall have no responsibility for the selection of investment options under the Plan and shall not render investment advice to any person in connection with the selection of such options. ACCG may modify the available investment options in accordance with Section 10 (relating to amendments) of this Agreement to reflect such modifications.

Section 4 General Operating Procedures.

(a) Contributions:

Contributions received in good order prior to 4:00 p.m. Eastern Time on a business day shall be processed within three (3) business days of the business day so received in accordance with Schedule "A". Contributions received after 4:00 p.m. Eastern Time shall be processed within three (3) business days of the next business day. For purposes of this subsection only, a "business day" is defined as a day during which both the New York Stock Exchange and the Federal Reserve Bank are open.

(b) Distributions:

- (i) The market value for a requested distribution must be established within seven (7) business days from the time the request is received in good order.
- (ii) Distribution requests must be paid out within twenty (20) business days from the time the request was received in good order.

(c) Transfers:

Transfers shall be processed in accordance with General Automated Telephone and Computer Guidelines attached hereto as Schedule "D".

Section 5 Distribution Requests, Federal Income Tax Withholding and Reporting.

GEBCORP shall not process a distribution request without receiving the following information from Employer concerning each distribution:

(a) The name, address (not a post office box), and Social Security number of the Participant (and the Participant's spouse or other beneficiary if applicable). By forwarding such information, Employer is deemed to have certified to the accuracy of such information.

(b) A statement of the reason for the payment or distribution and directions as to the type of distribution requested.

(c) A copy of the Participant's W-4P form (Withholding Certificate for Pension or Annuity Payments) or reasonable facsimile, where applicable.

If the Employer does not provide GEBCORP with the information listed in (a) and (b) above, the responsibility for withholding federal income taxes and the reporting thereof shall remain

with Employer. In circumstances where GEBCORP does withhold federal income tax from Participant distributions in accordance with Schedule "A", GEBCORP shall, in a timely and proper manner, deposit and report such amounts under the tax identification number obtained for the Plan.

Section 6 Documentation.

Employer hereby certifies that it has furnished GEBCORP with a copy of the Plan Document and Trust Agreement and all amendments thereto in effect on the date of this Agreement. Employer shall provide GEBCORP with copies of all subsequent amendments to the Plan Document and Trust Agreement. Employer shall also provide GEBCORP with all Directions (as defined in Section 2 (a)) which GEBCORP may reasonably request, to perform the recordkeeping services under this Agreement within a reasonable time period following their issuance.

Section 7 Records.

For the duration of this Agreement, all records generated by GEBCORP in the course of performing services in accordance with Schedule "A" shall be open to inspection and audit by Employer, or any person designated by Employer, during GEBCORP's regular business hours at GEBCORP's office where such records are maintained. Upon request of Employer, GEBCORP shall provide all records and information under this section in a format mutually agreed upon by the parties. Except as required by law, GEBCORP agrees to treat Employer's data in a confidential manner. GEBCORP shall inform its employees of the confidential nature of such data and shall instruct them not to disclose any such data to any non-GEBCORP affiliated third party whatsoever without GEBCORP's express approval, except as may be necessary in connection with the delivery of services hereunder or as may be required by law.

Section 8 Compensation.

(a) For Services Performed by GEBCORP.

As consideration for its services under this Agreement, GEBCORP shall be entitled to compensation, which shall be computed and paid to in accordance with Schedule "B" attached hereto and made a part hereof, as amended from time to time.

(b) For Failure to Perform Services.

Should GEBCORP fail to comply with the service standards established in Sections 2, 4 and 5 related to transfers, contributions and distributions, and in Schedule "A" related to Participant statements, GEBCORP shall be obligated to compensate Participants in accordance with the fee waivers established in Schedule "F". **The degree to which the service standards were not met must be material and Employer must notify GEBCORP in writing in the event of the failure to meet standards.**

Section 9 Duration.

This Agreement shall be in effect for a period of one year, and shall automatically renew for subsequent year periods at the end of each term, unless notice of nonrenewal is given in writing to GEBCORP and ACCG by Employer at least 120 days prior to the renewal date.

Section 10 Amendment.

This Agreement may be amended or modified at any time by an instrument executed by Employer, GEBCORP and ACCG. Any Schedule to this Agreement may be amended or modified at any time by an instrument executed by Employer, GEBCORP and ACCG. **Notwithstanding the foregoing, GEBCORP may once each calendar year amend Schedule "B" (relating to fees) upon one hundred and twenty (120) days prior written notice to Employer.**

Section 11 Termination.

(a) **Termination by Parties:**

Employer may terminate this Agreement for any reason upon one hundred twenty (120) days' prior written notice to GEBCORP and ACCG. GEBCORP may terminate this Agreement upon one hundred twenty (120) days' prior written notice to Employer and ACCG. ACCG may terminate this Agreement upon one hundred twenty (120) days' prior written notice to Employer and GEBCORP.

(b) **Effect of Termination:**

Subject to the provisions of subsection (c) hereof, upon termination of this Agreement, Employer shall pay GEBCORP for the provision of services up to the effective date of termination.

(c) **Termination Assistance:**

In the event this Agreement is terminated for any reason, GEBCORP shall cooperate with Employer to provide an orderly transfer of services and shall provide the staff, services and assistance reasonably required for such orderly transfer. In addition, GEBCORP shall provide to Employer, or to any successor third party service provider designated by Employer, in the format reasonably requested by Employer, (i) a statement of accounts as of the termination of this Agreement, which will provide substantially the same information compiled for the normal quarterly statement of Accounts, and (ii) such other records and information as Employer may reasonably request. Such services and records shall be provided at Employer's expense at GEBCORP's standard rates in effect for such services at the time they are performed or, if lower, the rates in effect under this Agreement; provided, if termination is due to GEBCORP's failure to perform in an overall competent and timely manner as determined pursuant to arbitration under Section 14, Employer shall not be obligated to pay GEBCORP for any fees associated with such transfer.

Section 12 Limitation of Liability.

GEBCORP and ACCG shall not be responsible or liable for any failure or delay in the performance of their obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond their reasonable control, including, without limitation, act of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; and acts of civil or military authority or government actions; it being understood that GEBCORP and ACCG shall use their best efforts to resume performance as soon practical under the circumstances.

Section 13 Litigation.

GEBCORP and ACCG shall have no obligation to commence, maintain, or defend any litigation necessary or appropriate in connection with the administration of the Plan except with respect to their failure to comply with the terms of this Agreement. They shall inform the Employer of the existence of or perceived need for any such litigation, and the Employer and its representatives shall be solely responsible for any actions taken or not taken in connection with any such litigation and shall bear all costs of such actions. Employer shall be the agent of GEBCORP and ACCG for this purpose.

Section 14 Disputes Under the Agreement.

GEBCORP, ACCG and the Employer shall endeavor to resolve any dispute arising out of or related to this Agreement by nonbinding mediation under the then current CPR Model Mediation Procedure for Business Disputes.

Section 15 Reliance on Counsel and Indemnification.

(a) GEBCORP and ACCG may, from time to time, take action upon the advice of counsel in such instances if the advice was obtained from counsel for the Employer.

(b) To the extent permitted under federal, state or local law, the Employer shall indemnify and hold harmless GEBCORP, ACCG, their officers, employees, and agents from and against all liabilities, losses, expenses and claims (including reasonable attorneys' fees and costs of defense) that may be incurred by, imposed upon, or asserted against GEBCORP or ACCG by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from GEBCORP's or ACCG's negligence, bad faith or breach of this Agreement.

(c) GEBCORP shall indemnify Employer against, and hold Employer harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation reasonable attorney's fees and disbursements, that may be incurred by, imposed upon, or asserted against Employer by reason of negligence, bad faith, or breach of this Agreement by GEBCORP.

(d) ACCG shall indemnify Employer against, and hold Employer harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation reasonable attorney's fees and disbursements, that may be incurred by, imposed upon, or asserted against Employer by reason of negligence, bad faith, or breach of this Agreement by ACCG.

(e) GEBCORP shall indemnify ACCG against, and hold ACCG harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation reasonable attorney's fees and disbursements, that may be incurred by, imposed upon, or asserted against ACCG by reason of negligence, bad faith, or breach of this Agreement by GEBCORP.

(f) ACCG shall indemnify GEBCORP against, and hold GEBCORP harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation reasonable attorney's fees and disbursements, that may be incurred by, imposed upon, or asserted against Employer by reason of negligence, bad faith, or breach of this Agreement by ACCG.

(g) The provisions of this Section of this Agreement shall survive the termination of this Agreement.

Section 16 Compliance with Instructions.

Any action to be taken by GEBCORP hereunder that is to be taken upon instruction from the Employer or its authorized representative shall be taken by GEBCORP only with written instructions. GEBCORP shall comply with such instructions. GEBCORP shall incur no liability for any loss or breach of duty of any kind which may result from any action or failure of action on its

part due to compliance with the written instructions of the Employer or its authorized representative or failure on the part of such persons or entities to give written instructions properly within a required period of time unless to do so would be in violation of the terms of the Plan, the Trust, local, state or federal law or this Agreement.

Section 17 General.

This Agreement supercedes all written and oral agreements, communications or negotiations among the parties and constitutes the complete and full understanding and agreement of the parties. No waiver by any party of any failure or refusal to comply with an obligation thereunder shall be deemed a waiver of any other subsequent failure or refusal to so comply. This Agreement shall inure to the benefit of, and shall be binding upon, the successors of the respective parties. GEBCORP shall notify Employer and ACCG in writing of any successor entity that inures to the benefit of this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 18 Titles.

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

Section 19 Incorporation of Schedules.

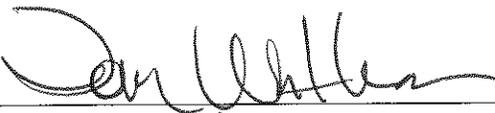
All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

Section 20 Governing Law.

This Agreement shall be governed by the laws of the State of Georgia, except to the extent such laws are superseded by applicable federal laws or regulations. GEBCORP and ACCG hereby irrevocably consent to venue in the State of Georgia for any action arising from actions taken with regard to this Agreement, whether that action be a state or federal action.

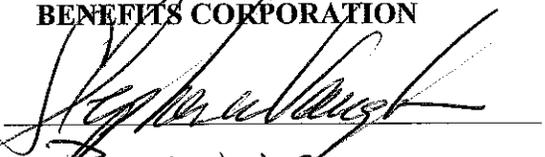
IN WITNESS WHEREOF, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers on the date indicated below.

DOUGLAS COUNTY

By: 
Title: Chairman
Date: 1-12-09

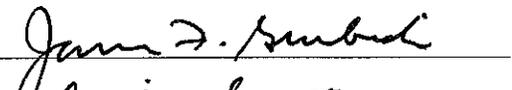
ATTEST:
By: 
WITNESS

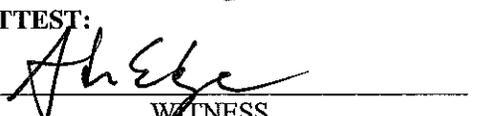
**ACCG - GOVERNMENT EMPLOYEE
BENEFITS CORPORATION**

By: 
Title: President & CEO
Date: 2/3/09

ATTEST:
By: 
WITNESS

**ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA**

By: 
Title: Asst. Secretary
Date: 1-22-09

ATTEST:
By: 
WITNESS

SCHEDULE "A"

GBCORP SERVICES

This Schedule "A" describes the services which GBCORP has agreed to provide to the Employer pursuant to the Services Agreement to which this Schedule is attached.

1. Provide Plan and Participant level accounting for all Contributions to the Plan.
2. Provide Plan and Participant level accounting for the investment options selected by ACCG in accordance with Schedule "E".
3. Provide Employer and Participants with toll-free telephone service and interactive computer service.
4. Process transfers between available investment options on a daily basis (business days) pursuant to the terms of this Services Agreement and Schedule "D".
5. Prepare and mail to Participants confirmation of investment transfers within five (5) business days of a Participant's Direction.
6. Prepare, reconcile and mail to the Employer a Quarterly Report presenting Participant level and Plan level information. The Quarterly Report is based on the market value as of the last business day of the quarter, and the Quarterly Report shall be mailed no later than twenty-five (25) business days following the later of (a) the end of each quarter, or (b) the receipt by GBCORP of all necessary and useable data in the form specified by GBCORP.
7. Prepare, reconcile and mail an Annual Report, which may present both on a Participant and a total Plan basis all money classes, investment positions and a summary of all activity of Participants and Plan as of the last business day of the calendar year, as requested by Employer. The Annual Report shall be mailed no later than twenty-five (25) business days following the later of (a) the receipt of the final year-end contribution amounts, or (b) the receipt by GBCORP of all necessary and useable data in the form specified from the authorized party.
8. Prepare and mail to each Participant directly, at least quarterly, a detailed Participant Statement reflecting all activity for the period. Statements shall be mailed no later than twenty-five (25) business days following the later of (a) the end of the period, or (b) the receipt by GBCORP of all necessary and useable data in the form specified by GBCORP.
9. Reconcile and process participant distribution requests. All distribution requests shall be paid based on the closing market values of a Participant's account on the process date, not advanced or estimated values.

The Employer will direct that, pursuant to the Plan, a participant distribution request (other than hardship, in-service distributions, disability and minimum required distribution payments) shall be made by the Participant in writing on a form or forms prescribed by GBCORP, or in such other manner as may be agreed to from time to time by the Employer and GBCORP. GBCORP shall process such distributions in accordance with written guidelines provided by the Employer. GBCORP shall only be responsible for the accuracy

of a distribution to the extent that GEBCORP has been provided with accurate and current information from the Employer.

10. Process requests for transfers and/or rollovers of Participant account balances to and from any other investment options and/or providers for the Plan.
11. Process permissible requests for transfers and/or rollovers of Participant account balances to and from other plans.
12. Process changes related to the recordkeeping of the Plan, such as, but not limited to, Participant name and address changes, and beneficiary data.
13. Process Qualified Domestic Relations Order, if required.
14. Upon request, provide one or more on-site qualified representatives to answer participant questions regarding any aspect of the Plan. Attend and present the Plan at new employee meetings.
15. Provide an investment education program for employees.
16. Maintain and process changes to Participants' investment allocations for future contributions, or to current account balances.
17. Process contributions on a periodic basis, in the prescribed format. GEBCORP shall not process contribution information unless:
 - (a) the information is delivered electronically to GEBCORP or in another form agreed to by GEBCORP
 - (b) the information is in good order; as determined by GEBCORP, and
 - (c) the contribution check accompanies the contribution information (unless funds are sent by wire).

Funds sent by wire shall not be sent to the Trustee until GEBCORP notifies Employer that all contribution information is in good order and can be processed.

18. Calculate a Participant's minimum required distribution upon request by a Participant, if so required by law or the Plan, provided the Participant and/or Employer has provided GEBCORP with all information required by GEBCORP (in the format required by GEBCORP). The accuracy of such calculations is limited by the quantity and quality of data provided to GEBCORP by the Participant and/or Employer.
19. Monitor maximum deferral contribution amounts permitted to be made by Participants under the Plan. Monitoring is required only once at Plan year-end upon receipt by GEBCORP of appropriate compensation information for each Participant.
20. The Employer may, within the specified number of days of the date GEBCORP mails or otherwise delivers reports to the Employer, object to any aspect of the report. If no objection is raised within 60 days, the Employer agrees to bear any loss or expense that may arise as a result of changes in the processing of transactions for the period covered by the report. In the event the Employer objects to any aspect of the report within the specified period, the preceding sentence will apply with respect to those portions of the report for which no objection was raised. GEBCORP will either make an adjustment in the report or provide the

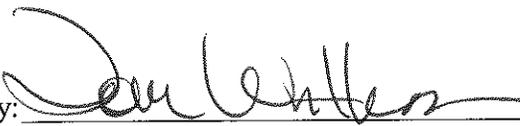
Employer with an explanation of the item which is the basis for the objection without making an adjustment in the report. Any disputes under this Section will be handled in accordance with Section 14 of this Services Agreement relating to mediation.

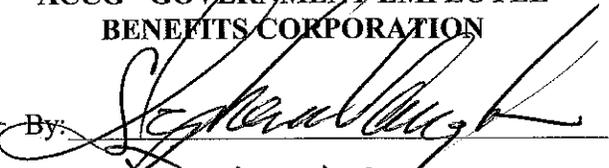
21. If the Employer has adopted the ACCG 401 (a) Defined Contribution Program, GEBCORP will also provide additional services as specified in Schedule "G".

We have read and understand the above Schedule "A" and agree to its terms as evidenced by our signatures set forth below.

DOUGLAS COUNTY

**ACCG - GOVERNMENT EMPLOYEE
BENEFITS CORPORATION**

By: 
Title: Chairman
Date: 1-12-09

By: 
Title: President + CEO
Date: 2/3/09

SCHEDULE "B"

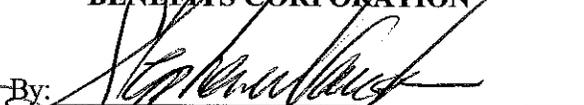
GBCORP FEES

Account Establishment Fee:	None
Asset Management Fee (457 Deferred Compensation Program)	75 basis points (0.75%) annualized of the net asset value of each Participants' account as calculated daily by the Trustee.
Asset Management Fee (401(a) Defined Contribution Program)	90 basis points (0.90%) annualized of the net asset value of each Participants' account as calculated daily by the Trustee.
Other Fees:	
Distributions: (401(a) Program only)	\$50.00 per distribution
Investment Allocation Changes:	\$10.00 per change if not completed through the automated telephone or computer system
Qualified Domestic Relations Orders:	\$125.00 per hour to verify if a QDRO meets the requirements of the Plan
Non-electronic Payroll Processing:	\$1.00 per Participant per payroll
Manual transactions/large quantity:	To be negotiated as needed
Employer multiple site payrolls:	\$100.00 per additional site
Errors not caused by GBCORP:	To be negotiated as needed
Employer requested special projects:	To be negotiated as needed

DOUGLAS COUNTY

**ACCG - GOVERNMENT EMPLOYEE
BENEFITS CORPORATION**

By: 

By: 

Title: Chairman

Title: President & CEO

Date: 6-12-09

Date: 2/3/09

SCHEDULE "D"

GENERAL AUTOMATED TELEPHONE AND COMPUTER GUIDELINES

The following are the general interactive telephone and computer terms and procedures currently used by GEBCORP:

1. A "business day" is any day on which the New York Stock Exchange is open.
2. An automated telephone system and an automated computer system are available twenty four (24) hours per day seven (7) days per week.
3. Personal telephone representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Time on each business day.

SPECIFIC TELEPHONE AND COMPUTER GUIDELINES

TRANSFERS BETWEEN MUTUAL FUNDS

1. Participants may contact GEBCORP through an automated telephone or computer system on any business day to transfers between the mutual funds that are available to the Participant in accordance with Schedule "E". All transfers (including any fees relating thereto) are governed by each fund's respective prospectus.

GEBCORP reserves the right to change the above interactive telephone and computer procedures at its discretion and shall provide reasonable notice to Participants prior to such changes.

I have read and understand the above Schedule "D" and, on behalf of the Plan, agree to its terms as evidenced by my signature set forth below.

DOUGLAS COUNTY

**ACCG - GOVERNMENT EMPLOYEE
BENEFITS CORPORATION**

By: 

By: 

Title: Chairman

Title: President / CEO

Date: 1-12-09

Date: 2/3/09

SCHEDULE "E"

ACCG SERVICES

This Schedule "E" describes the services which ACCG has agreed to provide to the Employer pursuant to the Services Agreement to which this Schedule is attached.

1. Establish and maintain an investment policy that shall describe the general investment objectives of the Plan.
2. Periodically review the investment performance of the eligible investment options and recommend changes thereto if appropriate.
3. Monitor the performance of GEBCORP and periodically report to GEBCORP and the Employer if GEBCORP's performance is not in compliance with this Services Agreement.
4. As of the effective date of this Services Agreement, the eligible investment options are as follows:

Selected Mutual Funds:

updated as of 11/30/2008

Schwab International Index Inv

Schwab S&P 500 Index

Columbia Small Cap Index

Manning & Napier Retirement
Target Income CIT

Manning & Napier Retirement
Target 2020 CIT

Manning & Napier Retirement
Target 2040 CIT

Manning & Napier Pro-Mix
Conservative Term CIT

Manning & Napier Pro-Mix
Extended Term CIT

Dreyfus Bond Market Index Inv

Federated Mid Cap Index

Met Life Stable Value

Manning & Napier Retirement
Target 2010 CIT

Manning & Napier Retirement
Target 2030 CIT

Manning & Napier Retirement
Target 2050 CIT

Manning & Napier Pro-Mix
Moderate Term CIT

Manning & Napier Pro-Mix
Maximum Term CIT

Recommended Single Asset Class Funds:**
updated as of 11/30/2008

Lazard Emerging Markets Open	American Funds EuroPacific GR R3
Laudus International MarketMasters	Harbor International Inv
BlackRock High Yield Bond Svc	ING GNMA Income A
TCW Total Return Bond N	American Funds Growth of America Fund
Eaton Vance Large Cap Value Fund	Oakmark Equity & Income I
Royce Penn Mutual	Virtus Real Estate Securities A

*** From the Schwab Focus Group list of mutual funds. This lineup may change or be updated on a periodic basis.*

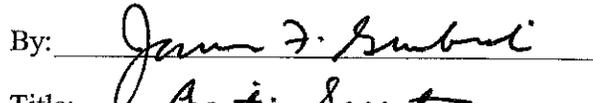
Modification of Selected Mutual Funds:

Notwithstanding Section 10 of this Services Agreement, ACCG may modify the selected collective investment options upon 60 days prior written notice to the Employer.

DOUGLAS COUNTY

**ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA**

By: 
Title: Chairman
Date: 1-22-09

By: 
Title: Asst. Secretary
Date: 1-22-09

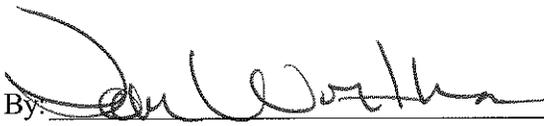
SCHEDULE "F"

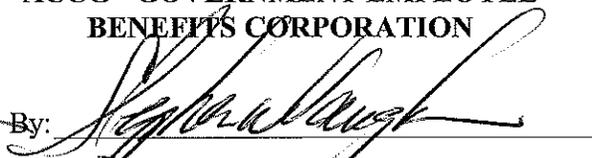
WAIVER OF FEES

Processing of Payroll Contributions:	1% of the payroll amount up to a maximum \$500 per incident,
Mailing of Investment Allocation Change Confirmations:	\$5.00 per incident up to a maximum \$500 per system wide failure (prorated among affected Participants)
Processing of Distribution Requests:	\$25.00 per incident up to a maximum \$500 per system wide failure (prorated among affected Participants)
Mailing of Distributions	\$5.00 per incident up to a maximum \$500 per system wide failure (prorated among affected Participants)
Mailing of Participant Statements:	\$5.00 per incident up to a maximum \$500 per system wide failure (prorated among affected Participants)

DOUGLAS COUNTY

**ACCG - GOVERNMENT EMPLOYEE
BENEFITS CORPORATION**

By: 
Title: Chairman
Date: 6-12-09

By: 
Title: President & CEO
Date: 2/3/09