

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2702

CONTRACTOR INFORMATION

Name: Nationwide Trust Company, FSB (Schwab Account)

Address: 10 W Nationwide Blvd. Columbus OH 43215
City State Zip

Contractor's Administrator Name: Shirley McKinney Title: _____

Tel#: (352) 682-2342 Fax: _____ Email: mckinns6@nationwide.com

CONTRACT INFORMATION

Contract Name: Nationwide - Schwab Personal Choice Retirement Account Contract Value: \$0

Brief Description: Allows Nationwide Retirement Solutions to offer a Schwab personal choice account to our employees.

Contract Dates : From: Time of Signing to: N/A Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Already a provider

Sect. 5.8 Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- Asheley Metz* 6/21/19
Department Head Signature Date
- Stacy Haines* 7/1/19
Contract Management Date
- M Mullin* 7/5/19
Office of Management & Budget Date
- [Signature]* 7/8/19
County Attorney (approved as to form only) Date

Human Resources
Submitting Department
N/A
Funding Source/Acct #

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

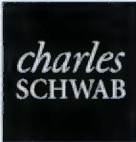
[Signature] 7/8/19
Michael Mullin Date

RCVD OMB
'19 JUN 13 PM5:03

RCVD OMB
'19 JUL 10 PM5:03

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance



Schwab Personal Choice Retirement Account® (PCRA) Omnibus Implementation Sheet

www.schwab.com

Plan Information (Please check one.)

Trustee Custodian

Name: **Nassau County BOCC**

Attach evidence of Trustee/Custodian agreement with the Plan.

Independent Recordkeeper (IR) and Plan Information

IR ID 37318001	Plan Name Nassau County BOCC		
Plan Address 96135 Nassau Place, Suite 5	City Yulee	State FL	Zip Code 32097
Contact Name Ashley D. Metz	Contact Phone (904) 530-6075		
Plan Year-End December	Plan Tax ID Number 59-1863042		
Date Plan Established (mm/dd/yyyy) 03/04/1988			
Type of Plan <input type="checkbox"/> Profit Sharing <input type="checkbox"/> Money Purchase <input type="checkbox"/> 401(k) <input type="checkbox"/> 403(b) <input checked="" type="checkbox"/> 457(b) <input type="checkbox"/> 457(f) <input type="checkbox"/> Other (specify) _____			
Link to Existing Schwab Master Accounts (provide FA or SL number):			

FA Master (New)	
Upload Master	
Cash In/Cash Out	
EAO Login ID/Internal Contract Number	EAO Password

Your Consent to Enroll in Schwab's Cash Features Program

The Cash Features Program is a service that offers the Bank Sweep feature (named with respect to retirement plans the "Bank Sweep for Benefit Plans" feature) (a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in the Plan and/or Participant brokerage accounts under the Plan, as applicable, to earn income while you and/or your Participants, as applicable, decide how those funds should be invested longer term.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You instruct and direct Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement.

The Bank Sweep feature (including the Bank Sweep for Benefit Plans feature) is designated as the Cash Feature for brokerage accounts of account holders residing in the U.S. Through the Bank Sweep feature, Schwab automatically makes deposits to and withdrawals from deposit accounts at one or more Sweep Banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain prescribed FDIC limits.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

Please note: Participants in 403(b) retirement plans will be placed in the Schwab Government Money Fund™ (SWGXX). If this is a 403(b) plan, you instruct and direct Schwab to include this fund.



Delegation of Trading Authority to Investment Advisor (IA) or Third Party and Deduction of IA Fees

1. Do you wish to allow the delegation of trading authority to an Investment Advisor?
 - Yes.** By executing a Schwab PCRA Limited Power of Attorney (LPOA) for an Investment Advisor, Participant may grant trading authority to an Investment Advisor who has a relationship with Schwab Advisor Services.
 - No.** Not permitted under this Plan.
2. Do you wish to allow the deduction of fees from the Participant's PCRA for an Investment Advisor who has a relationship with Schwab Advisor Services?
 - Yes.**
 - No.** IA fees are not to be taken from Participant's PCRA.
3. Do you wish to allow delegation of trading authority to a Third Party?
 - Yes.** By executing a Schwab PCRA Limited Power of Attorney (LPOA) for a Third Party, Participant may grant authority to any Third Party (e.g., spouse or other relative) to trade in the Participant's PCRA.
 - No.** Not permitted under this Plan.

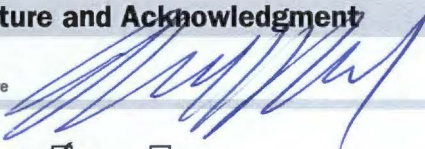
Trading Menu

Please complete the Schwab PCRA Plan Trading Menu Establishment form attached (Exhibit A).

This Agreement, as it pertains to the Recordkeeper, may be delivered via facsimile or otherwise scanned and delivered to Schwab. By signing below, you acknowledge and agree that this Agreement and any such scanned signatures will be treated as, and are just as binding as, an original copy.

Signature and Acknowledgment

X
IR Signature



Michael S. Mullin
Print Name

7/8/19
Date

Authorized party? Yes No

Fax to PCRA Operations: 1-877-535-3403.

I certify under penalties of perjury that: (1) the Taxpayer Identification Number shown on this application is correct, (2) the Plan is not subject to backup withholding due to failure to report interest and dividend income, (3) the Plan is a U.S. person, and (4) the Plan is exempt from FATCA reporting. I understand that if I have been notified by the IRS that the Plan is subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Signature and Date Required

X
Plan Sponsor Signature



Date

Michael S. Mullin
Print Name

County Attorney/County Manager
Title

Fax to PCRA Operations: 1-877-535-3403.



Exhibit A:

Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Establishment

Complete each section below to indicate the securities that the PCRA Participants have the ability to trade. These selections create the PCRA Trading Menu and apply to any PCRA associated with the Plan.

The Trustee(s)/Custodian(s) and/or Plan Sponsor authorize Schwab to allow any Participant who completes a Schwab PCRA Limited Power of Attorney (LPOA) for Participant form to make trades in the Participant's respective PCRA. A Participant will never be restricted from selling a position unless Schwab is instructed to restrict the sale by the Trustee(s)/Custodian(s) and/or Plan Sponsor. The Trustee(s)/Custodian(s) and/or Plan Sponsor acknowledge(s) that they are responsible for determining whether any of the investments selected below (including any employer securities) are permissible under the terms of the Plan, the Internal Revenue Code (the "Code"), or the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and that Schwab shall have no responsibility or liability with respect to such determination. Please note that, generally, 403(b) contributions can only be invested in SEC-registered fund shares.

Trading restrictions: PCRA's may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, private placements, margin accounts or short sales. If specifically allowed by Participant's retirement plan and approved by Schwab, Participant may be able to write covered calls, buy protective puts and write cash-secured equity puts. Participant must complete a Schwab Personal Choice Retirement Account (PCRA) Options Application—Participant and Third Party form to be approved to trade options.

At the time of conversion to the Schwab platform, securities in Participant accounts will be reviewed solely for the purpose of confirming if such securities are able to be held and traded on the Schwab broker-dealer platform. In addition, once assets have transferred, Schwab shall also review all securities solely to confirm that such securities are consistent with the authorization and direction from the Plan Sponsor via the Plan Trading Menu.

Note: From time to time, securities may change characteristics, which could change the availability of the asset within your Plan. Schwab has no obligation to review or monitor securities' classifications following the initial review at conversion.

Please note that only one option under each investment category may be selected.

A. Taxable Mutual Funds:

- All
 Schwab Mutual Fund OneSource®/Schwab Funds® only¹
 None

B. Tax-Exempt Mutual Funds:

- All
 Schwab Mutual Fund OneSource/Schwab Funds only¹
 None

C. Equities: (To include foreign securities that trade over the counter and on a foreign exchange, you must select "All" in this Section C and "All" in Section G, Foreign Securities.)

- All
 Listed only²
 Listed and NASDAQ market securities only³
 Exchange-traded funds (ETFs) only⁴
 Schwab ETF OneSource™ funds only⁴
 Closed-end mutual funds only
 ETFs and closed-end mutual funds only
 None

D. Publicly Traded Limited Partnerships:⁵ (Please read important footnote on the last page.)

- All
 None

E. Taxable Fixed Income:⁶

- All
 None
 Certificates of deposit (CDs) only

F. Tax-Exempt Fixed Income:

- All
 None
 Treasuries only

G. Foreign Securities:⁷

- All
 None

H. Leveraged/Inverse ETFs⁸

- All
 None
 If you selected Closed-end mutual funds only or None under section C – Equities, you must select None in section H – Leveraged/Inverse ETFs

I. Options: (Options trading is limited to writing covered calls, buying protective puts and writing cash-secured equity puts.)

- Yes. Options trading is permitted on the Plan-level account by the Plan document and on all associated PCRA's. Note: All parties with trading authority must complete a separate Schwab options application.
 No. Options trading is not permitted.

J. Compliance Solutions/Designated Brokerage:

- a. Are you a current Compliance Solutions/Designated Brokerage client?
 Yes
 No
 If yes, please list your Master Account Number: _____
 b. Schwab Trade Check™ monitoring technology⁹
 Yes
 No
 If you select Trade Check, please note that you will need to complete the PCRA Trade Check Services Agreement. Contact your Client Services representative for this agreement. You don't need to be a Compliance Solutions client to select Trade Check.

K. Company Stock:^{10, 11}

- Yes, allowed to trade; symbol/CUSIP number: _____
 No, restrict;* symbol/CUSIP number: _____
 N/A

Is your Plan affiliated with a member firm of an exchange or FINRA, or a municipal securities broker-dealer?
 Yes No

*Choosing to restrict company stock does not include derivatives, unless indicated in Section L.

† Attach a Rule 3210/407 letter from a company Compliance Officer if licensed by a securities firm.

©2018 Charles Schwab & Co., Inc.
 All rights reserved. Member SIPC.
 iGraphix (0918-8BX9) APP77678-04 (09/18)



Exhibit A:

Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Establishment (Continued)

L. Please list all exceptions below. The exceptions listed in Section L will override the choices in the previous sections A–K. If you have more than four exceptions, please attach an additional sheet.

Fund/Security Description	CUSIP Number	Symbol	Please check whichever applies.	
			Permitted	Not Permitted
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

¹ Charles Schwab & Co., Inc. (Member SIPC) receives remuneration from fund companies for recordkeeping and shareholder services and other administrative services for shares purchased through Schwab's Mutual Fund OneSource® program. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services.

Trades in no-load mutual funds available through OneSource (including Schwab Funds®), as well as certain other funds, are available without transaction fees when placed through Schwab.com or our automated phone channels. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Funds are also subject to management fees and expenses.

Schwab's short-term redemption fee will be charged on redemption of funds (except certain Schwab Funds) bought through Schwab's Mutual Fund OneSource program (and certain other funds) with no transaction fee and held for 90 days or less. Schwab reserves the right to exempt certain funds from this fee, including Schwab Funds, which may charge a separate redemption fee, and funds that accommodate short-term trading.

² Equity trading is limited to securities listed on the New York Stock Exchange (NYSE), NYSE Amex Equities, and other exchanges (excludes the NASDAQ Stock Market, Inc. [NASDAQ]) and all foreign securities on other exchanges, including over-the-counter (OTC) securities).

³ Securities that are not available to trade include pink sheets, OTC securities, and Bulletin Board stocks.

⁴ Conditions apply: Trades in ETFs available through Schwab ETF OneSource™ (including Schwab ETFs™) are available without commissions when placed online through a Schwab account. Service charges apply for trade orders placed through a broker (\$25). An exchange-processing fee applies to sell transactions. Certain types of Schwab ETF OneSource transactions are not eligible for the commission waiver, such as short sells and buys to cover (not including Schwab ETFs). Schwab reserves the right to change the ETFs we make available without commissions. All ETFs are subject to management fees and expenses. Please see the *Charles Schwab Pricing Guide for Retirement Plan and Health Savings Accounts* (the "Pricing Guide") for additional information.

Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. Shares are bought and sold at market price, which may be higher or lower than the net asset value (NAV).

Charles Schwab & Co., Inc. receives remuneration from third-party ETF companies participating in Schwab ETF OneSource for recordkeeping, shareholder services, and other administrative services, including program development and maintenance. Third parties are not affiliated with Schwab. Schwab makes no representation about the accuracy of the information provided by them or its appropriateness for any given situation.

Schwab ETFs are distributed by SEI Investments Distribution Co. (SIDCO). SIDCO is not affiliated with Charles Schwab & Co., Inc. Learn more at schwab.com/schwabETFs.

⁵ Restricting publicly traded limited partnerships will exclude the purchase of any publicly traded limited partnership and any security that reports income via a Schedule K-1 Form and, as a result, could generate Unrelated Business Taxable Income (UBTI).

⁶ Excludes debt securities issued by Charles Schwab & Co., Inc. and its affiliates. These securities are not allowed to be purchased in a PCRA.

⁷ Restricting foreign securities does not include the restriction of American Depositary Receipt (ADR) securities and foreign securities traded on a domestic equity market, but does restrict the purchase of non-ADR foreign securities available on the U.S. OTC market. Some foreign securities may be subject to additional foreign tax withholding requirements, including ADRs and foreign securities traded on a domestic market.

⁸ This restriction limits the participant's ability to purchase Leveraged/Inverse ETFs only. This restriction does not include mutual funds.

⁹ Trade Check™ is a product of Compliance Solutions partner Schwab Compliance Technologies, Inc. (formerly Compliance11, Inc.) ("SchwabCT"). Compliance Solutions is comprised of SchwabCT and Schwab Designated Brokerage Services (DBS), a division of Charles Schwab & Co., Inc. ("Schwab"). Compliance Solutions provides technology, compliance, and brokerage solutions for corporate clients who monitor their employees' securities activity. PCRA is a product of Schwab. SchwabCT and Schwab are separate but affiliated entities, and each is a subsidiary of The Charles Schwab Corporation.

¹⁰ Schwab cannot monitor participant trading of company stock in PCRA. The Plan Sponsor can monitor participant trading of company stock using Trade Check.

¹¹ Section K applies to publicly traded securities issued by the Plan Sponsor or its affiliates and which are Qualifying Employer Securities within the meaning of Section 407(d)(5) of ERISA (collectively, "Company Stock"). Please note that if investment in a broad category of securities, such as Equities, is permitted elsewhere on this Trading Menu, and Company Stock is not restricted in Section K or Section L, then Plan participants will be able to invest in Company Stock.



Exhibit B:

Options Agreement: Only complete this section if Options Trading is selected in the Plan Trading Menu (Exhibit A).

In consideration of Charles Schwab & Co., Inc. accepting and carrying an options account for the Plan, I (as Trustee acting on behalf of the Plan) hereby understand and agree that in addition to the provisions of the Account Agreement, the following shall apply:

Plan Sponsor Authorization

I represent and confirm that the Plan Fiduciary authorizes and hereby directs Schwab to rely upon and treat any direction or instruction provided by the Recordkeeper or Trustee (together, the "Directing Party[ies]") as a direction or instruction of the Plan Fiduciary authorized to provide such direction or instruction under the terms of the Plan or under any subsequent delegations of fiduciary authority and applicable law. The Plan Fiduciary hereby represents that the Directing Parties are authorized and directed to complete any requested documentation to establish options trading in the Plan and to represent on behalf of the Plan Sponsor that they agree to the terms of the Charles Schwab & Co., Inc. Options Trading Rules contained herein.

Handling of Account

I understand that the PCRA ("Account") shall be handled in accordance with the rules of the Options Clearing Corporation (OCC), the applicable exchange and/or other regulatory agencies, and I understand that I will not violate these rules.

Options Disclosure Documents

I will not enter an order for any listed options until I have received and read the OCC disclosure document titled Characteristics and Risks of Standardized Options.

Options Agreement

I understand that the purchase and writing of options contracts involve inherent risks and that the Plan is financially able to bear such risks and to withstand any losses resulting from trading.

Options Positions Covered

I understand that a Participant may not write a call option nor buy a put option unless there is an adequate quantity of the underlying security in the account. I further understand that a Participant may not sell a cash secured equity put option without sufficient cash to be secured to cover that cash-secured put option.

Exercise Limitation

I understand that the various options exchanges may restrict transactions in particular options or the exercise of options contracts at their discretion from time to time.

Size Limits of Options and Exercises

I will not, acting alone or in concert with others, whether directly or indirectly, violate the position or exercise limitations which may be fixed from time to time by the exchange or market where such options contracts are traded.

Options Commissions

I understand that due to the short-term nature of options, it is likely that Participants will be trading options to a greater degree than other securities and that they will be charged a commission each time such a transaction is made.

Suitability

I agree to advise Schwab if there is any change in the Plan's investment objective or financial situation.

Assignments

I understand that exercise assignment notices for options contracts are allocated among customer short positions pursuant to a manual procedure which randomly selects from among all customer short options positions, including those contracts which are subject to exercise.

All short options positions are liable for assignment at any time. A more detailed description of Schwab's random allocation procedure is available upon request.

Signature and Date Required

X

N/A

Authorized Plan Sponsor Signature

Michael S. Mullin

Print Name

Date





Cash Features Program General Terms and Conditions

The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of the Cash Features Disclosure Statement, the Cash Features Disclosure Statement will control.

How the Cash Features Program Works	Schwab's Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or "sweep," the free credit balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.
Available Cash Feature	<p>The available cash features currently consist of:</p> <ul style="list-style-type: none"> • The free credit balance in your eligible account (the "Schwab One® Interest feature"), on which Schwab pays interest; • Interest-bearing deposit accounts at one or more of our affiliated banks (the "Bank Sweep feature" for most accounts and the "Bank Sweep for Benefit Plans feature" for retirement plan accounts); and • For some accounts, one or more affiliated money market mutual funds (the "Money Fund Sweep feature").
Eligibility	Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.
Duty to Monitor Eligibility for Cash Features	It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.
Interest Rates and Yields	<p>The interest rates and yields for the different cash features vary over time. There is no guarantee that the interest rate and yield on any particular cash feature will be or will remain higher than the interest rate and yield on any other cash features over any period. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at www.schwab.com/sweep. If your account is an Advisor Services account, please contact your advisor, visit www.schwab.com/SA_sweep, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"> • The interest rate on the Schwab One Interest feature is set by Schwab. We may seek to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall free credit balance within your account. • The interest rate on the Bank Sweep feature is set by our affiliated bank(s), which may seek to pay as low a rate as possible consistent with their views of competitive necessities. Retirement accounts will be paid a reasonable rate consistent with applicable legal and regulatory requirements. With certain exceptions, the rate will be tiered based upon your account type and the combined amount of your account's Bank Sweep deposits at our affiliated bank(s).

Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value

<p>Interest Rates and Yields (Continued)</p>	<ul style="list-style-type: none"> • The interest rate on the Bank Sweep for Benefit Plans feature is set by our affiliated bank(s), which intend to pay interest consistent with reasonable rate provisions of applicable legal and regulatory requirements. This may be lower than some competitors' rates. Interest rates do not vary by tiers and do not vary based on your cash balances. • Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives. <p>Cash features are not intended to be long-term investments, and yields on any of our cash features may be lower than those of similar investments or deposit accounts offered outside the Cash Features Program. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit www.schwab.com/cash for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit www.schwab.com/SA_cash, or call Schwab Alliance at 1-800-515-2157.</p>
<p>Benefits to Schwab</p>	<p>We may charge fees and receive certain benefits under the different cash features. A portion of these fees and benefits may be shared with your investment professional. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>
<p>Differing Risks and Account Protection</p>	<p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> • The Schwab One® Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free credit balances held at Schwab are not insured or guaranteed by the FDIC. • The Bank Sweep and Bank Sweep for Benefit Plans features are not subject to market risk and value loss but are subject to the risk of the failure of one or more of our affiliated banks. In the unlikely event that one or more of our affiliated banks fails, deposits at each bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at that bank outside of the Bank Sweep and Bank Sweep for Benefit Plans features. You are responsible for monitoring your bank balances in the Bank Sweep and Bank Sweep for Benefit Plans features and the balances in any of your other bank accounts at each affiliated bank to determine if these, in total, exceed FDIC insurance limits. Monies held in both features are not covered by SIPC. • Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.

Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value

**Nationwide Trust Company, FSB
457 Custody Agreement
(The "Agreement")**

This Agreement including the Schedule of Investments attached is made and entered into by and between Nassau County ("Sponsor") and Nationwide Trust Company, FSB as Custodian ("NTC") pursuant to the Nassau County Board of County Comm. Section 457(b) Deferred Compensation Plan ("Plan") to establish the Nassau County Board of County Comm. Section 457(b) Deferred Compensation Plan Custodial Account ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Michael Mullin
Printed Sponsor Name _____ NTC _____
[Signature] _____
Sponsor Signature _____ Date _____ Acceptance Date _____
County Manager
Title _____

Printed Name

Signature _____ Date

Title

Printed Name

Signature _____ Date

Title

ARTICLE I — PURPOSE

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

ARTICLE II — DEFINITIONS

Account — The custodial account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

Business Day — A day on which NTC and New York Stock Exchange are both open for business.

Effective Date — The date on which the Account is created by NTC's acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

Employer(s) — The employer(s) of the Participants in the Plan.

Funding Vehicle(s) — As permitted by applicable law, securities held in self-directed brokerage accounts made available by NTC.

Original Signature — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

Participant — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

Required Format — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

Signature — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Successor — The trustee or custodian appointed by the Sponsor who succeeds NTC.

Written Instruction(s) — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.

ARTICLE III — THE ACCOUNT

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a provider to make available a Funding Vehicle for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement.

NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

Take all other acts necessary for the proper administration of the Account.

ARTICLE V — INVESTMENT RESPONSIBILITY

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle. NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant's account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

ARTICLE VI — CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE VII — ACCOUNT RECORDS AND REPORTS

NTC or its designee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

ARTICLE VIII — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

ARTICLE IX — LIMITATION OF LIABILITY

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts 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; acts of civil or military authority or government actions.

ARTICLE X — RELIANCE ON COUNSEL AND INDEMNIFICATION

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;
NTC's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

ARTICLE XI — NTC'S USE OF AFFILIATED COMPANIES

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

ARTICLE XII — NTC'S COMPENSATION AND EXPENSES

NTC's compensation for the ordinary services provided under this Agreement shall be included in and paid from the overall fees and charges assessed by the Plan's third party administrator. NTC will receive

additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

The Funding Vehicle provider ("Provider") may assess trading commissions or other fees in accordance with the procedures established by the Provider. Such fees will be assessed against participant accounts and are not the responsibility of NTC.

ARTICLE XIV — TAXES

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

ARTICLE XV — AMENDMENT

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement at any time by providing written notice to the Sponsor not less than thirty (30) days prior to the effective date of such change, or at any time in the event NTC determines that such amendment is necessary to comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

ARTICLE XVII — SUCCESSOR

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

ARTICLE XVIII — GOVERNING LAW

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not preempted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

ARTICLE XIX — IDENTITY VERIFICATION NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

ARTICLE XX — RULES OF CONSTRUCTION

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

ARTICLE XXI — WAIVER

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE XXII — REFERENCES

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE XXIII — SEVERABILITY

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

Schedule of Investments
("Investment Authorization")

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:

Schwab PCRA Self-Directed Brokerage Option