

Revenue Spending Account Addendum
to the
New Business Agreement
between
American United Life Insurance Company
(AUL)
and
City of Houston
(Plan Sponsor)
related to
City of Houston-HPOU Section 457 Eligible Deferred Compensation Plan
(Plan)

Effective Date: 01/15/2018

1. As of the 1st day of the quarter following receipt of first deposit, the Plan Sponsor and Plan Sponsor hereby direct AUL to establish and maintain an account under AUL Group Annuity contract G76734 (the “Contract”) called the Revenue Spending Account (the “Account”).

The Account is for bookkeeping purposes only and does not reflect any actual assets and does not give the Plan or any participant or beneficiary of the Plan any interest in specific assets. The Account shall be maintained at face value and shall not be credited with any earnings or interest.

2. Provided that the conditions set out in Schedule A attached hereto are satisfied, AUL shall credit to the Account for that month an amount calculated pursuant to the attached Schedule A. Credits will be made available at the beginning of the following month for credits earned in the previous month. The first credit will be prorated if the effective date of this Addendum is not at the beginning of a month. Subsequent credits will be prorated if the obligation to make new credits is discontinued by AUL pursuant to Section 3 below, if either party terminates this Addendum pursuant to Section 8 below, or if the Contract is terminated pursuant to the Contract's terms, and the effective date of that discontinuance or that termination is not at the end of a month.

3. The obligation to make new credits to the Account may be discontinued by AUL by providing at least ninety (90) days prior written notice to the Plan Sponsor.

If credits to the Account are discontinued, or if either party terminates this Addendum, then any and all remaining amounts credited to the Account remain available and applied, in accordance with the terms of this Addendum and the Contract, until the Account is exhausted.

If either party to the Contract terminates the Contract pursuant to its terms prior to the Account being exhausted, then any credited amount remaining in the Account shall form part of and be treated as Contract assets, and shall be paid, subject to

outstanding fees and/or charges owing to AUL under the Contract, in accordance with the terms of the Contract.

4. The Plan Sponsor may instruct AUL in writing to pay from the Account reasonable Plan expenses that are not the obligation of the Plan Sponsor. AUL shall not have or exercise discretion or control over these payments, but instead shall act solely at the direction of the Plan Sponsor. The Plan Sponsor shall be solely responsible for determining the eligibility and reasonableness of any such Plan expenses. Payment of Plan expenses from the Account is contingent upon the availability of sufficient amounts credited to the Account. If there are insufficient amounts credited to the Account, no Plan expenses or any other expenses, other than fees owed to AUL under the Contract, will be paid from the Account.
5. The Account shall be frozen annually effective the fifteenth day prior to the end of the Plan year (the "Allocation Date"), and any credited amounts remaining in the Account as of the Allocation Date shall not be available to pay Plan expenses. Instead, such amounts remaining in the Account as of the Allocation Date shall be allocated to the accounts of active Plan participants as additional earnings under the Contract (the "Allocation"). The Allocation shall be made on a pro rata basis (in proportion to the account balance of each such active participant to the aggregate of all account balances under the Plan). For these purposes, a participant's account balance excludes amounts held in connection with an applicable brokerage window and/or a loan account.
6. In addition to the above, the Plan Sponsor may instruct AUL once per Plan year to allocate to active Plan participants, on a pro rata basis (in proportion to the account balance of each such active participant) following the allocation method in Section 5 immediately above, the balance of the amounts available in the Account ("Sponsor-directed Allocation"). Such Sponsor-directed Allocation will be processed as soon as reasonably possible after receipt of instructions by AUL.
7. The Plan Sponsor hereby agrees that AUL will not be responsible for any claims, losses, damages, or penalties which arise as a result of the terms of this Agreement, or which arise as a result of AUL complying with written instructions from the Plan Sponsor, other than those arising in whole or in part from the negligence or misconduct of AUL.
8. Either party hereto may terminate this Addendum at any time upon at least sixty (60) days prior written notice to the other. In addition, AUL may unilaterally terminate this Addendum immediately on notice to the Plan Administrator upon a determination by the United States Department of Labor, the Securities and Exchange Commission, the insurance department of any State, or any other regulatory body that this Addendum either violates or may violate any applicable federal or state law, regulation, rule, or judicial order.

9. Either all of the Plan Sponsors have signed below or, alternatively, only that Sponsor or those Sponsors have signed who are authorized under the Plan and trust documents to act on behalf of the Plan and to bind the Plan and trust.
10. The Plan Sponsor represents and warrants that the terms of this Addendum do not violate the terms of the Plan's governing documents and acknowledge that AUL is entitled to rely on this authorization to establish the Account and may rely on instructions received from the Plan Sponsor regarding any payment from the Account.
11. The Plan Sponsor hereby acknowledges that AUL has no obligation or discretion to investigate the propriety of any instructions hereunder or of any payments directed by the Sponsor under this Addendum.

Signed by the parties on the date(s) indicated below.

Plan Sponsor

Date

Plan Administrator

Date

AUL

By

Date

Title

Schedule A
to the
Revenue Spending Account Addendum
to the
New Business Agreement

Conditions and Credit

In addition to any interest or earnings credited to amounts held within participant accounts under the terms of the Group Annuity contract(s), once every calendar month AUL will credit an additional amount from the participant accounts to the Plan's Revenue Spending Account solely for the purposed of paying the advisor. The amount credited to such account will be 7.00bps (basis points) times the aggregate of variable assets held under the Group Annuity contract(s) as of the last day of the prior calendar month, exclusive of any amounts held outside of the contract(s) under an applicable brokerage window.

At the direction of and on behalf of an appropriate Plan Sponsor, AUL will make payments from said Revenue Spending Account to pay Plan expenses, or will allocate the balance in the Revenue Spending Account to participant accounts.