

September 25, 2008

Mr. Kent Morrison, III
Chief Financial Officer
Keller Independent School District
350 Keller Parkway
Keller, TX 76248

Dear Mr. Morrison:

Enclosed please find the proposed Amendment to the Agreement for Administrative Services for the North Texas School District Consortium 457(b) Retirement Savings Plan. The Amendment extends the term of agreement through October 31, 2011 with an option to continue for an additional two-year period upon the mutual consent of the parties. The Amendment also modifies the current fee schedule to remove the \$18.50 per participant fee and increase the annual asset fee to 0.80%.

If you are in agreement with the terms of the Amendment, please sign, date, and return both originals to my attention. I'll return a fully executed original to you.

I look forward to our continued relationship with the North Texas School District Consortium.

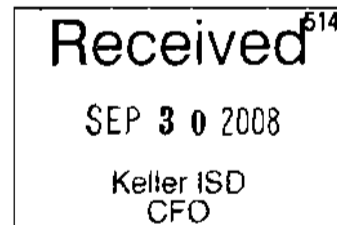
Should you have any question, please feel free to contact me at 800.540.6369 x 132.

Sincerely,



Shauna Volcan
Senior Manager, Plan Implementation

cc: Dan Johnson, President, PARS
Kevin Murphy, Executive Vice President, PARS
Dion Papafote, Senior Manager, PARS



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**AMENDMENT TO THE
KELLER INDEPENDENT SCHOOL DISTRICT'S
AGREEMENT FOR ADMINISTRATIVE SERVICES
FOR THE NORTH TEXAS SCHOOL DISTRICT CONSORTIUM
457(b) RETIREMENT SAVINGS PLAN**

The Agreement for Administrative Services entered into on August 1, 2005 ("Agreement") between Phase II Systems, a California corporation, doing business as Public Agency Retirement Services (hereinafter "PARS") and the Keller Independent School District ("Agency") is hereby amended effective November 1, 2008, as follows:

1. Paragraph 17, Term of Agreement, is hereby amended and restated in its entirety as follows:

17. Term of Agreement. This Agreement shall remain in effect for the period beginning November 1, 2008 and ending October 31, 2011 ("Term"). Upon the mutual written consent of the parties, this Agreement shall continue unchanged following the Term for an additional two (2) year period ending October 31, 2013, unless either party gives written notice to the other party of the intent to terminate ninety (90) days prior to commencing the additional two (2) year period.

2. Exhibit 1B, Fees for Services, is hereby amended and restated in its entirety as follows:

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

- (A) An annual asset fee equal to 0.80% of all Plan assets. Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included;
- (B) A distribution fee equal to \$30.00 per terminated Participant, which shall be deducted solely from the terminating Participant's account;
- (C) A loan origination fee equal to \$50.00 per loan per Participant which shall be deducted solely from the Participant's account;
- (D) An annual loan maintenance fee equal to \$25.00 per year, which shall be deducted solely from the Participant's account; and

- (E) A fee equal to the out of pocket costs charged to PARS by an outside contractor for formatting contribution data on to a suitable magnetic media, charged only if the contribution data received by PARS from the Agency is not on readable magnetic media ("Data Processing Fee").

IN WITNESS WHEREOF, this Amendment is hereby adopted effective as of November 1, 2008.

KELLER INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Kent Morrison
Title: Chief Financial Officer

Dated: _____

PUBLIC AGENCY RETIREMENT SERVICES

By: _____
Name: Daniel Johnson
Title: President

Dated: _____