

AMENDMENT #2 TO CONTRACT

Pursuant to "Section Three – Term of Agreement" of the contract for investment consulting services between Capital Cities, L.L.C., an Indiana limited liability corporation (hereinafter "Capital Cities"), and the State of Indiana Public Employees Deferred Compensation 457/401(a) Plans (hereinafter "Hoosier S.T.A.R.T."), to provide investment consulting services in accordance with this Agreement to Hoosier S.T.A.R.T., effective May 7, 2011, the contract is amended as follows:

1. Paragraph 3, TERM OF AGREEMENT is amended by adding the following:

This agreement shall be extended an additional two years through June 30, 2019 upon execution of this signed document. This Agreement may, however, be extended for additional periods subject to approval of Capital Cities and Hoosier S.T.A.R.T. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, undertakings, negotiations and discussions, both written and oral.

2. Paragraph 23, DISPUTES; AGREEMENT TO ARBITRATE is amended by deleting "AGREEMENT TO ARBITRATE" from the paragraph heading and substituting "DISPUTE RESOLUTION".

Paragraph 23 is further amended by deleting the penultimate paragraph regarding arbitration and replacing it with the following:

If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

3. A new paragraph 42 is added to read as follows:

42. EMPLOYMENT ELIGIBILITY VERIFICATION. As required by IC §22-5-1.7, Capital Cities swears or affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. Capital Cities further agrees that:

A. Capital Cities shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Capital Cities is not required to participate should the E-Verify program cease to exist.

B. Capital Cities shall not knowingly employ or contract with an unauthorized alien. Capital Cities shall not retain an employee or contract with a person that Capital Cities subsequently learns is an unauthorized alien.

C. Capital Cities shall require its subcontractors who perform work under this Agreement to certify to Capital Cities that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Capital Cities agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

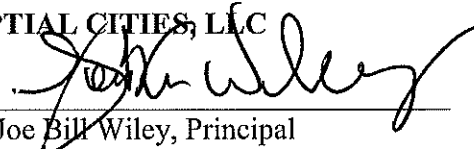
The State may terminate for default if Capital Cities fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

The undersigned attests, subject to the penalties for perjury that the undersigned is the properly authorized representative, agent, member or officer of the Capital cities. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Capital Cities, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, Capital Cities attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Capital Cities and Hoosier S.T.A.R.T. have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms, do by their respective signatures dated below agree to the terms thereof.

CAPTIAL CITIES, LLC

By: _____

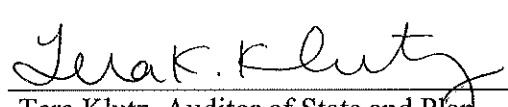

Joe Bill Wiley, Principal

Date: _____

4/19/17

INDIANA DEFERRED COMPENSATION PLAN

By: _____


Tera Klutz, Auditor of State and Plan
Administrator under IC 5-10-1.1-5

Date: _____

4/24/2017

