

AMENDMENT #3

This is an Amendment to the Contract (the "Contract") previously entered into by and between the State of Indiana Deferred Compensation and Matching Plans (the "State") and Capital Cities, LLC (the "Contractor") approved by the last State signatory on May 7, 2011.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of one year. It shall terminate on **June 30, 2020**.
2. The consideration during this extension period is 1 year. Total remuneration under the Amendment is not to exceed **\$95,000**.
3. **Changes to the Contract include the following:**

Paragraph 30, COMMUNICATIONS is amended by adding the following:

Any written notice required by or pertaining to the Agreement shall be delivered by U.S. mail or facsimile transmission. Any written notice, including payment of fees, required by or pertaining to the Agreement shall be delivered to the appropriate party at the addresses stated below.

If to Hoosier S.T.A.R.T.: Indiana Deferred Compensation Committee
c/o Auditor of State
Indiana State House, Room 240
200 W. Washington Street
Indianapolis, IN 46204
Attention of: Tera Klutz
Fax: 317-233-2794

If to Capital Cities: Capital Cities, L.L.C.
426 East New York Street
Indianapolis, IN 46204
Attention of: Joe Bill Wiley
Fax: 317-534-3006

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

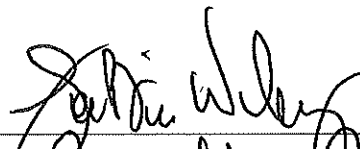
Non-Collusion and Acceptance

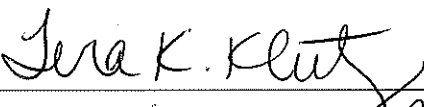
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment 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 Amendment, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Capital Cities, LLC

**Indiana Auditor of State, as Administrator of
the State of Indiana Public Employees'
Deferred Compensation Plan and Matching
Plan**

By: 
Bob Wiley, President
Name and Title, Printed

By: 
Tera K. Klutz, Auditor of State
Name and Title, Printed

Date: May 4, 2019

Date: May 8, 2019