

**AMENDMENT NO. 1 (“Amendment”)
to
CONTRACT FOR SERVICES**

**§457(b) Plans
and
§401(a) Plans**

GROUP #98972-01; #98972-02; #98972-03; #98972-04

THIS AMENDMENT NO. 1 is entered into by and between Great-West Life & Annuity Insurance Company (“Contractor”), and/or any successor, assign or affiliate, and the Indiana Auditor of State As Administrator of the State of Indiana Public Employees’ Deferred Compensation Plan and Matching Plan (“Administrator”) with respect to the services to be provided by Great-West Retirement Services[®], a unit of Contractor, to the Plans.

Effective May 3, 2013, Contractor and Administrator entered into the Contract for Services (“Agreement”), under which Contractor provides certain recordkeeping and communication services for the Administrator with respect to the Plans;

For purposes of the Agreement, the 457(b) Plan shall include Group Numbers 98972-01 and 98972-03 and the 401(a) Plan shall include Group Numbers 98972-02 and 98972-04; and

Contractor and the Administrator have agreed that it would be mutually beneficial to amend the Agreement through this Amendment for the purpose of adding certain provisions and for entering into a new Agreement term.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and other good and valuable consideration as herein provided, the parties agree to amend the Agreement as follows:

1. Section 3. Term of this Agreement is hereby extended and renewed for an additional four (4) year period upon the expiration of the initial term. Upon the expiration of the initial term, renewal of this Agreement shall commence on May 1, 2017 (the “Effective Date”) for a period of four (4) years, and shall terminate on April 30, 2021.
2. Effective August 1, 2016, Attachment A – Scope of Services, Section II.E. Local Office and Full Time Staff shall be deleted in its entirety and replaced with the following new provision:

“E. Local Office and Full Time Staff

Contractor agrees to establish a local office including eight (8) full-time staff assigned to provide communication, marketing and administrative services exclusively to the Plans. Such staff will be responsible for group meetings and counseling sessions as directed by the Administrator. The parties acknowledge and agree that the local staff described above may be re-assigned by Contractor for not more than ten (10) Business Days in any one (1) calendar year.”
3. Effective August 1, 2016, the annual Recordkeeping and Communication Fee of \$57.80 per Participant social security number identified in Attachment B – Schedule of Fees, Section A.1. Amount of Fee, shall hereby be amended to \$54.80 per Participant per year. All remaining terms of Section A.1. remain unchanged and in full force and effect.

4. In all other respects the Agreement shall remain in full force and effect.
5. This Amendment No. 1 will be in effect on August 1, 2016 or such later date as this Amendment has been signed by both the Administrator and Contractor (the "Effective Date").

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Agreement to be executed, in duplicate, by their respective officers and agents thereunto duly authorized.

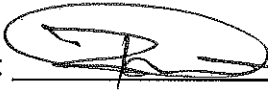
AUDITOR OF STATE AS ADMINISTRATOR

Signature: Erin K. Sheridan
Name: Erin Sheridan
Title: Deputy Auditor of State

Date 7/26/16

CONTRACTOR

Great-West Life & Annuity Insurance Company

Signature: 
Name: Brent Neese, Sr. Vice President
Government Markets
Title: _____

Date 8.1.2016