

**TENTH AMENDMENT TO THE
STATE OF WISCONSIN DEFERRED COMPENSATION PROGRAM
ADMINISTRATIVE SERVICE CONTRACT (ETE0005) BETWEEN
THE STATE OF WISCONSIN DEFERRED COMPENSATION BOARD
AND GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY**

This Tenth Amendment to the State of Wisconsin Deferred Compensation Program Agreement for Administrative Services Including Recordkeeping and Communications (hereinafter "TENTH AMENDMENT") made and entered into between the State of Wisconsin Deferred Compensation Board ("BOARD") on behalf of the State of Wisconsin Deferred Compensation Program ("PLAN") and Great-West Life & Annuity Insurance Company ("GREAT-WEST") pursuant to Article 2.8 of the Agreement for Administrative Services Including Recordkeeping and Communications ("CONTRACT") to amend the CONTRACT between the parties.

WHEREAS, the BOARD and GREAT-WEST desire to amend the CONTRACT to add additional services to the CONTRACT.

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

1. The first paragraph of Article 7.3B shall be deleted and replaced in its entirety with the following new provision:

"B. Shareholder Service Fees

With the exception of SDB OPTION, all fees GREAT-WEST and/or one or more of its affiliates receives from mutual fund families and other investment providers for providing certain administrative or other services ("Revenue") will be credited by GREAT-WEST to Participants with balances in the Revenue-paying funds on the processing date. Effective the first calendar month after execution of this TENTH AMENDMENT, the Revenue will be credited monthly by multiplying each fund's Revenue rate by the average daily balance of the fund's total Participant account balances, excluding loan balances, during the respective month. In the event Revenue already credited to Participants becomes uncollectible from a fund company, GREAT-WEST will collect in a manner mutually agreeable with both parties."

2. Except for additional terms, conditions, and modification contained in this TENTH AMENDMENT, and any other modifications contained in this TENTH AMENDMENT, all other terms of the CONTRACT, including amendments thereto remain unchanged and shall continue to apply with respect to the CONTRACT.

IN WITNESS WHEREOF, THE BOARD, ON BEHALF OF THE STATE OF WISCONSIN, AND GREAT WEST HAVE EXECUTED TWO (2) ORIGINALS OF THIS TENTH AMENDMENT EFFECTIVE THE 15 DAY OF Dec., 2015.

For: State of Wisconsin Deferred Compensation Board

Name: Edward D. Main

Title: Deferred Compensation Board Chair

Signature: Edward D. Main

Date: 12/15/15

Witnessed by

Name: Shelley Schneller

Title: Def. Comp. Director

Signature: Shelley Schneller

Date: 12/15/15

For: Great-West Life & Annuity Insurance Company

Name: Brent Neese

Title: Senior Vice President, Government Markets

Signature: [Signature]

Date: 10.5.15

Witnessed by

Name: GAYLE GILLIGAN

Title: EXECUTIVE ASSISTANT

Signature: Gayle Gilligan

Date: 10.5.15

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Important Note: Service CONTRACT Amendments, Pricing Change CONTRACTs, and other contractual documents must be duly executed by both parties prior to the effective date of the changes. Backdating contracts or funding CONTRACTs is in violation of our corporate governance and regulatory requirements. Changes cannot be implemented prior to the date all documents are fully executed, even if that requires the effective date to be postponed. There are no exceptions to the rule that the effective date must follow the date all documents are executed.

**AMENDMENT TO
REALITY INVESTING® ADVISORY SERVICES AGREEMENT**

WHEREAS, the State of Wisconsin Deferred Compensation Board (the "Plan Sponsor") and Advised Assets Group, LLC ("AAG"), previously entered into a Reality Investing® Advisory Services Agreement (or equivalent) (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the parties do hereby agree to amend the Agreement, effective as of the calendar quarter immediately following the calendar quarter in which AAG receives a fully executed amendment;

NOW, THEREFORE, in accordance with the terms of the Agreement, the parties do hereby agree to amend the Agreement, in the following respects:

1. The Managed Account Annual Fee specified in the Agreement shall be removed and replaced with the following:

<i>Participant Account Balance</i>	<i>Managed Account Annual Fee</i>
First \$100,000 of account balance	0.45 %
Next \$150,000, up to \$250,000 account balance	0.35 %
Next \$150,000, up to \$400,000 account balance	0.25 %
Amounts greater than \$400,000	0.15 %

For example, if the Actual User's account balance under management in the Managed Account Service is \$500,000, the first \$100,000 will be subject to a fee of 0.45%, the next \$150,000 will be subject to a fee of 0.35%, the next \$150,000 will be subject to a fee of 0.25%, and any amounts over \$400,000 will be subject to a fee of 0.15%.

2. Except as modified herein, all other terms and provisions of the Agreement shall continue in full force and effect.
3. This amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, each party has caused this amendment to be executed by their duly authorized individuals.

The State of Wisconsin Deferred Compensation Board
98971-01

Signature: Edward D. Main
Name: Edward D. Main
Title: Chair
Date: 12/15/15

ADVISED ASSETS GROUP, LLC

Signature: [Signature]
Name: David McLeod
Title: PRESIDENT
Date: 11/24/15