

**SEVENTH 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 Seventh Amendment to the State of Wisconsin Deferred Compensation Program Agreement for Administrative Services Including Recordkeeping and Communications (hereinafter "SEVENTH AMENDMENT") made and entered into between the State of Wisconsin Deferred Compensation Board ("BOARD") and the Department of Employee Trust Funds ("DEPARTMENT") 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 ("AGREEMENT") to amend the AGREEMENT between the parties.

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

**NOW THEREFORE**, the parties hereby agree as follows:

1. Effective with the execution of this SEVENTH AMENDMENT, Articles 2.6 and 2.7 of Exhibit 6: Contract Terms and Conditions of the AGREEMENT shall be deleted and replaced in their entirety with the following new provisions:
  - "2.6 The DEPARTMENT will be furnished with an annual copy of the report from an annual Statement of Auditing Standards (SAS) 70 Audit, as well as a Statement on Standards for Attestation Engagements (SSAE) No. 16.
  - 2.7 The DEPARTMENT will be furnished with an annual report, audited by an independent certified public accountant, of the financial status of GREAT-WEST, disclosing value of WDC assets, liabilities, analysis of cash receipt and disbursements, and other relevant information as may be reasonably requested by the DEPARTMENT. Information must be supplied to satisfy all Government Accounting Standards BOARD (GASB) reporting requirements. The DEPARTMENT will be furnished with an annual report, audited by an independent certified public accountant, of the overall relevant aspects of the service organization's system, with its compliment and interaction of controls, including changes in controls as expressed over the period of time covered by a Type 2 and the operating effectiveness of the system, with its regimen on controls."
2. Except for additional terms, conditions, and modification contained in this SEVENTH AMENDMENT, and any other modifications contained in this SEVENTH AMENDMENT, all other terms of the AGREEMENT, including amendments thereto remain unchanged and shall continue to apply with respect to the AGREEMENT.

IN WITNESS WHEREOF, THE BOARD, ON BEHALF OF THE STATE OF WISCONSIN, AND GREAT-WEST HAVE EXECUTED TWO (2) ORIGINALS OF THIS SEVENTH AMENDMENT EFFECTIVE THE 15<sup>TH</sup> DAY OF May, 2012.

**For: State of Wisconsin Deferred Compensation Board**

Name: Edward D. Main

Title: Deferred Compensation Board Chair

Signature: Edward D. Main

Date: 5/15/12

Witnessed by

Name: Shelly Schueler

Title: Deferred Comp. Director

Signature: Shelly Schueler

Date: 5/15/2012

**For: Great-West Life & Annuity Insurance Company**

Name: Gregory E. Seller

Title: Senior Vice President, Government Markets

Signature: Gregory E. Seller

Date: 5.1.2012.

Witnessed by

Name: Chris Betts

Title: Contracts Consultant

Signature: Chris Betts

Date: 5-3-12