

Important Note: Service Agreement Amendments, Pricing Change Agreements, and other contractual documents must be duly executed by both parties prior to the effective date of the changes. Backdating contracts or funding agreements 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.

**NINTH 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 Ninth Amendment to the State of Wisconsin Deferred Compensation Program Agreement for Administrative Services Including Recordkeeping and Communications (hereinafter “NINTH 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 and clarify expectations regarding “other” plans.

NOW THEREFORE, the parties hereby agree as follows:

1. Effective with the execution of this NINTH AMENDMENT, Exhibit 2: Self-Directed Brokerage Account Option Policies and Procedures (“SDB OPTION Policies”), as referenced in Section B of Article 3.4, shall be modified as follows:

“Notwithstanding anything to the contrary in Exhibit 2: Self-Directed Brokerage Account Option Policies and Procedures attached to and forming a part of the CONTRACT, the BOARD hereby acknowledges and agrees that a Participant who has met a qualifying distributable event and meets qualifying criteria may elect to distribute 100% of their Self-Directed Brokerage Account assets in-kind to an IRA or other qualifying plan according to the terms of the PLAN.”

2. Effective with the execution of this NINTH AMENDMENT, Article 2.19 of Exhibit 6: Contract Terms and Conditions shall be deleted and replaced in its entirety with the following:

“2.19 GREAT-WEST will not establish any other public employee deferred compensation plan for any employing bodies that could also be included in the WDC, unless there is prior approval by the DEPARTMENT and an impartial comparison of the WDC to any other plan has first been presented. GREAT-WEST shall provide detail of how many “other” plans are established and for existing “other” plans, GREAT-WEST will furnish a report detailing the number enrolled and the amount deferred on an annual basis, if agreed to in writing by the “other” plan.

Consistent with the terms of the provision above, the parties hereby acknowledge and agree that:

a. DEPARTMENT hereby grants approval to GREAT-WEST to assist the United States Conference of Mayors (USCM) in transitioning and maintaining Wisconsin cities with balances of \$1 million or greater¹ in the USCM plan from the USCM’s previous record keeper to its new record-keeper (GREAT-WEST). According to the terms of this CONTRACT, GREAT-WEST will not use the GREAT-WEST Wisconsin field staff assigned to service the WDC Plan for any work associated with the USCM plan.

¹ As of 12/31/10, this represents 32 cities, 17 of which already offer the WDC to their employees.

- b. GREAT-WEST agrees not to market the USCM plan to any Wisconsin public employer not currently a part of the USCM program.
- c. GREAT-WEST agrees to provide an impartial comparison, of the WDC program to the USCM program to Wisconsin public employers, as mutually agreed to in advance by the parties in writing.
- d. GREAT-WEST agrees to furnish the reporting as set forth above.”

3. Except for additional terms, conditions, and modification contained in this NINTH AMENDMENT, and any other modifications contained in this NINTH 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 NINTH AMENDMENT EFFECTIVE THE _____ DAY OF _____, 2013.

For: State of Wisconsin Deferred Compensation Board

Name: Edward D. Main
 Title: Deferred Compensation Board Chair
 Signature: _____ Date: _____

Witnessed by

Name: _____
 Title: _____
 Signature: _____ Date: _____

For: Great-West Life & Annuity Insurance Company

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

Witnessed by

Name: _____
 Title: _____
 Signature: _____ Date: _____