

AMENDMENT NO. 1
TO
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES
§457 DEFERRED COMPENSATION PLAN
GROUP #98330-01

THIS AMENDMENT NO. 1 to the AGREEMENT, made and entered into on this ____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS (hereinafter the "Plan Sponsor") and GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY ("Great-West").

WITNESSETH:

WHEREAS, the Plan Sponsor and Great-West are parties to original Agreement, dated October 1, 2001, in which Great-West provides certain administrative, recordkeeping, employee communication and marketing services to participants under the agreement between the Plan Sponsor (the "Agreement") in connection with the Plan Sponsor's Public Employee Deferred Compensation Plan (the "Plan"); and

WHEREAS, said original Agreement will expire by their terms on September 30, 2006, and the parties wish to extend the same in order to permit Plan Sponsor ample time to solicit, receive and evaluate proposals for the provision of said services in the future.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. By signing this Amendment No. 1 to the Agreement, Great-West hereby assumes the performance of all duties of BenefitsCorp, Inc., its wholly-owned subsidiary. BenefitsCorp, Inc., under the Agreement will therefore no longer be a party to the Agreement. All references to BenefitsCorp, Inc. and BenefitCorp shall be changed to Great-West. In addition, effective September 1, 2003, BenefitsCorp Equities, Inc. has changed its name to GWFS Equities, Inc.
2. The seventh WHEREAS clause describing the services provided by Advised Asset Group, LLC ("AAG"), the third paragraph of Section IX. Fees referencing AAG's fees and Exhibit 1 Service Agreement for Participant Investment Advice through Advised Asset Group, LLC shall be deleted from the Agreement.
3. The Agreements are hereby extended for the period of October 1, 2006 through September 30, 2007. All provisions of the Agreements other than the provisions for termination as of September 30, 2006, shall remain as originally set out and in full force and effect through September 30, 2007.
4. In the event that the extension provided for above is not sufficient to permit the Policyholder to solicit, receive and evaluate proposals for administrative, recordkeeping, employee communication and marketing services in

connection with the Plan, the parties agree that the Agreements may be further extended upon mutual consent of Plan Sponsor and Great-West.

IN WITNESS WHEREOF, by the signatures affixed below, the parties have set their hands and seals the day and year first above written.

CITY OF WICHITA, KANSAS

GREAT-WEST LIFE & ANNUITY
INSURANCE COMPANY

By: _____

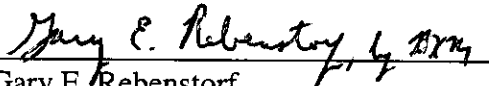
By:  _____

ATTEST:

Gregory E. Seller
Senior Vice President
Government Markets

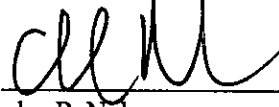
City Clerk

Approved as to Form:



Gary E. Rebenstorf
Director of Law

BENEFITSCORP, INC.

By:  _____
Charles P. Nelson,
President