

**FIRST AMENDMENT TO THE
ADMINISTRATIVE SERVICES AGREEMENT BETWEEN
CITY OF SAN MATEO AND VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY
PLAN #'s 664001 and 664002 (includes HRA013 HRA021 and HRA022)**

This First Amendment to the Administrative Services Agreement ("Amendment") is entered into as of this 1st day of June, 2020 (the "Effective Date") by and between the City of San Mateo, (the "Plan Sponsor or City"), on behalf of the City of San Mateo 457(b) Deferred Compensation Plan (the "457(b) Plan"), the City of San Mateo OBRA 3121 Social Security Replacement Plan (the "OBRA 3121 Plan"), (unless specified otherwise, collectively referred to herein as the "Plan"). Voya Retirement Insurance and Annuity Company ("VRIAC"), a corporation organized and existing under the laws of the State of Connecticut and Voya Financial Partners, LLC a limited liability company organized and existing under the laws of the State of Delaware and registered as a broker-dealer under the federal securities laws (the "Broker-Dealer"). VRIAC and the Broker-Dealer are hereinafter collectively called the "Contractor". This Agreement is separate and apart from any other contract issued to the Plan, including any group annuity contract or funding agreement issued to the County by VRIAC.

WHEREAS, the Plan Sponsor and the Company entered into an Administrative Services Agreement (the "ASA") effective as of May 1st, 2015, under which the Company provides certain administrative services to the Plan under the ASA; and

WHEREAS, the Parties wish to modify the ASA to revise the overall revenue requirement and Contractor's Compensation agreed to by the Parties; and

WHEREAS, the Plan Sponsor extended the existing Agreement through May 31, 2020 and thereafter enter into a new five (5) year Agreement term period beginning on June 1, 2020 through May 31, 2025, which can be extended for up to three (3) additional terms of one (1) year each; and

WHEREAS, Section 4.01 of the ASA requires that any amendment be in writing.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Effective as of June 1, subsection 3.1 entitled "Contractor's Compensation," is hereby deleted in its entirety and replaced with the following:

"3.1 Contractor's Compensation. Effective June 1, 2020 Contractor's recordkeeping fees for providing the services described herein is 0.06% or 6 basis points (Recordkeeping Fees).

Effective June 1, 2020, Contractor's fees to cover the administrative expense reimbursement described in Schedule I is .045% or 4.5 basis points (Administrative Fees) for plans 664001, 664002 and 664336.

The Recordkeeping Fees and Administrative Fees are collectively referred to as the Asset Based Fee, which is a combined requirement of 0.105%.

The Contractor will assess an Asset Based Fee of 0.105% on all plan assets (includes HRA013 HRA021 and HRA022) including the Voya Fixed Plus III – 457/401.

The Asset Based Fee will be assessed monthly and calculated across all funds, excluding the Self-Directed Brokerage Account. The Asset Based Fee will be deducted from the participant's money sources in the sequence established for the Plan Sponsor for participant-initiated withdrawals.

The Contractor reserves the right to increase the Asset Based Fee if plan features or the services offered change from what was originally assumed. The Contractor's services under this Agreement are rendered in connection with the Plan Sponsor's selection of the Voya Fixed Plus III – 457/401. The revenues paid to the Contractor from the mutual funds offered under the Plan shall not constitute a source of compensation for the services rendered under this Agreement and Pursuant to a separately signed administrative form, VRIAC's Fee Levelization service will be added to Plan 664001 and 664002.

Additional transactional fees and charges may apply for optional services such as loans, investment advisory services and Self-Directed Brokerage Account. Refer to Schedule D ("Additional Plan Services and Fees") for additional fees and charges."

2. Effective as of June 1, 2020 subsection 4.01 entitled "TERM" is hereby deleted in its entirety and replaced with the following:

"4.01 TERM

The initial term of the Agreement was extended for an additional one-month period through May 31, 2020. The parties agree to a new term which shall be for an initial period of five (5) years from June 1, 2020 to May 31, 2025 (the New Term") After the expiration of the New Term on May 31, 2025, the Agreement may be extended for three (3) additional terms of one (1) year each. Any amendment to this Agreement must be by written agreement signed by both parties."

3. Except as expressly provided for in this Amendment, the ASA shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts and all such counterparts so executed shall constitute an original agreement binding on all the Parties but together shall constitute but one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

City of San Mateo

By: _____

Printed Name: _____

Title: _____

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

By: _____

Printed Name: _____

Title: _____

VOYA FINANCIAL PARTNERS, LLC

By: _____

Printed Name: _____

Title: _____