

**AMENDMENT TO THE  
ADMINISTRATIVE SERVICES AGREEMENT BETWEEN  
CITY OF SAN MATEO AND VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY  
PLAN #'s 664336**

This 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 401(a) Governmental Plan for Safety Management, Sworn Police Personnel & Firefighters Union Local 2400 Plan (the "401(a) Plan"), (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 have entered into an Administrative Services Agreement (the "ASA") effective as of January 1st, 2019 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 agreed to by the Parties; and

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

1. Effective as of the date of this Amendment, the subsection entitled "Section 3. Compensation" under 3.1 Contractor's Compensation section of the ASA, is hereby deleted and replaced with the following:

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 J 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 664336.

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. Except as expressly provided for in this Amendment, the ASA shall remain in full force and effect.
3. 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: \_\_\_\_\_