

ORDINANCE NO. _____

An ordinance approving Amendment 1 to the contract for deferred compensation services between Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC and the Metropolitan Government of Nashville and Davidson County, which extends the term of the contract.

WHEREAS, pursuant to a Request For Proposal, Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC (collectively "Voya") were selected by the Metropolitan Government of Nashville and Davidson County ("Metro") to perform deferred compensation services; and,

WHEREAS, the contract commenced on October 9, 2017 and has a termination date of October 9, 2022; and,

WHEREAS, Amendment 1 to the contract extends the term of the contract until August 4, 2025; and,

WHEREAS, Section 4.12.160(A) of the Metropolitan Code limits the term of contracts for services to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, the Metropolitan Treasurer, Purchasing Agent, and Employee Benefit Board have recommended that the term of the Voya contract be extended; and,

WHEREAS, as reflected in the Memorandum from the Metropolitan Treasurer attached hereto, it is in the best interests of the Metropolitan Government to extend the term of the Voya contract.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment 1 to the contract between Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC and the Metropolitan Government of Nashville and Davidson County, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

Michelle R. Hernandez-Lane

Michelle Hernandez-Lane
Purchasing Agent

Michell Bosch

Michell Bosch
Metropolitan Treasurer

Member(s) of Council

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery/MJW

Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos

Assistant Metropolitan Attorney

JOHN COOPER, MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



DEPARTMENT OF FINANCE
OFFICE OF THE TREASURER
P. O. Box 196300
NASHVILLE, TN 37219-6300
615-880-2819

To: Metropolitan Government of Nashville & Davidson County
From: Michell Bosch, Treasurer
Date: August 9, 2021
Subject: 457(b) Deferred Compensation Plan Record Keeping Procurement Guidelines

This memo summarizes my recommendation as Metropolitan Treasurer, to extend the procurement guidelines to eight years (from five years) for the 457(b) Deferred Compensation Plan (Plan) Administrator. The Plan is scheduled to go out for a RFQ in 2022 and the extension would provide continuity and stability to the more than 8,200 participants. If the extension is executed, the contract would expire in 2025.

The Plan's current Administrator, Voya, has proactively worked with Metro to improve services and processes.

The recommendation is based on several factors:

- The Metropolitan Government of Nashville and Davidson County's 457(b) MetroMax Fixed Account represents approximately \$129 million or 30% of the assets held in the plan, Voya is proposing an enhanced fixed account crediting rate of at least 2.25% for contract year 2021-22, and an above-market fixed account crediting rate of at least 2.00% guaranteed for contract years 2022-25. Changing Plan Administrator would require all Plan participants to terminate this investment.
- In consideration of a three-year extension of the contract, Voya is proposing a 15.4% reduction of the Asset Based Fee (ABF) charged to Program participants from 0.13% to 0.11%.
- In the Consultant *2020 Fee Review*, the Metropolitan Government of Nashville and Davidson County 457(b) plan Financial Advisor, NEPC, found that Voya was already 12.5% below the fee benchmark for similarly sized programs (5,001 – 10,000 participants). Voya's proposed fee reduction (from 0.13% to 0.11%) would provide additional cost savings to Program participants.
- Voya has continued their investment in the business and have been a stable partner for Plan administration. Voya is currently working with Metro's Payroll office to implement an automated contribution rate change service which will streamline the participant rate change process, making it more time-efficient and paperless.
- Over the last contract period, Voya has been meeting the needs of the County's administrative staff and more importantly, Plan Participants. During Voya's tenure, Metropolitan Government of Nashville and Davidson County 457(b) program metrics have reached all-time highs in Program Participation (up 9% over last five years), Participant Contributions (up 32% over last five years), and Plan Assets (up 39% over last five years).

- Voya has enhanced the participant website experience by offering Spanish translation for Voya Enroll and all digital content. Concurrently, in this new COVID environment, Voya launched the “Voya Learn” resource within the participant website portal.
- Metro’s administrative staff has not identified any issues with Voya that would warrant an immediate review of their business model, processes, or procedures.

The recommendation has been reviewed by the Procurement Division and approved by the Employee Benefit Board.

mb

Contract Amendment Abstract

JLR

Contract Amendment Information

Contract Title: Deferred Compensation Services

Amendment Summary: Amend the first paragraph of Section 1.1 Heading to reflect the correct company name; Amend Section 3.1 Contract term to reflect an End date of August 4, 2025, Remove and Replace Exhibit A-Pricing to reflect revised annual asset based fee.

Contract Number: 415020 Amendment Number: 1 Request Number: A2022008

Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 10/9/2017 Contract Expiration Date: 8/4/25 Contract Term: 94 MONTHS

Previous Estimated Contract Life Value: \$1,890,000.00

Amendment Value: \$0

Fund: 80167*

New Estimated Contract Life Value: \$1,890,000.00

BU: 12600167*

* (Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: John Stewart BAO Staff: Joe Ann Carr

Procuring Department: Finance-Treasury

Department(s) Served: Finance- Treasury

Prime Contractor Information

Prime Contracting Firm: Voya Retirement Insurance And Annuity Company and Voya Financial Partners, LLC

Phone #: 281-793-1564 ISN#: 22459

Address: One Orange Way City: Windsor State: CT Zip: 06095

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (check if applicable)

Prime Company Contact: Deltra Hayes Email Address: deltra.hayes@voya.com

Prime Contractor Signatory: Benjamin Moy Email Address: benjamin.moy@voya.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service-Disabled Veteran Business Program:

SBE/SDV Participation Amount: \$36,000.00 Percent, if applicable: 3%

Procurement Non-Discrimination Program:

No M/WBE Participation Amount: \$0.00 Percent, if applicable: 0%

Federal Disadvantaged Business Enterprise:

No Amount: \$0.00 Percent, if applicable: 0%

Contract Amendment Lifecycle Report

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 415020
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY AND VOYA FINANCIAL
PARTNERS, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and **VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY** located in (Windsor, CT) and **VOYA FINANCIAL PARTNERS, LLC**.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated October 9, 2017, Metro Contract numbered 415020, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend the first Paragraph of Section 1.1 Heading to include the correct company name per the company W-9. The Paragraph shall read as follows:

"This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County ("METRO")** and **Voya Retirement Insurance and Annuity Company ("VRIAC")** located at One Orange Way, Windsor CT, 06095 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"."

2. Amend Section 3.1 Contract term to reflect updated end date of August 4, 2025. Section shall read as follows:

"The Contract Term shall begin when this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The contract term will end on August 4, 2025. In no event shall the term of this contract go beyond August 4, 2025."

3. Remove Exhibit A-Pricing and replace with updated Exhibit A-Pricing, that includes revised annual asset-based fee.



This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 415020

Amendment Number 1

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

Michelle Bosch LT
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane JS
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery TJE RJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Almos BC
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Voya Retirement Insurance and Annuity Company

Company Name

Benjamin Moy

Signature of Company's Contracting Officer

Benjamin Moy

Officer's Name

Vice President

Officer's Title

Exhibit A -- Pricing

RFP Exhibit IV - Investment Management Fees and Revenue Sharing

Fund Name	Asset Class	09/30/2021 Market Value	Investment Management	Revenue Share (back to participants)
Voya Small Company Portfolio - Class I (IVCSX)	Small Blend	\$ 12,331,813.94	0.85%	0.30%
Vanguard® Mid-Cap Index Fund - Institutional Shares (VMCIX)	Mid-Cap Blend	\$ 48,606,020.93	0.04%	0.00%
Vanguard® PRIMECAP Fund - Admiral™ Shares (VPMAX)	Large Blend	\$ 91,086,171.32	0.30%	0.00%
American Funds Capital World Growth and Income FundSM - R-6 (RWIGX)	World Large-Stock Blend	\$ 15,674,510.14	0.37%	0.00%
Dodge & Cox Stock Fund (DODGX)	Large Value	\$ 18,613,174.02	0.50%	0.10%
PIMCO Total Return Fund - Institutional Class (PTTRX)	Intermediate Core-Plus Bond	\$ 7,943,507.80	0.46%	0.00%
Vanguard® Institutional Index Fund - Institutional Shares (VINIX)	Large Blend	\$ 37,921,103.61	0.03%	0.00%
Dodge & Cox International Stock Fund (DODFX)	Foreign Large Value	\$ 2,200,931.78	0.60%	0.10%
Nuveen Real Estate Securities Fund - Class R6 (FREGX)	Real Estate	\$ 4,955,533.01	0.85%	0.00%
Principal Diversified Real Asset Fund - Institutional CI Share (PDRDX)	World Allocation	\$ 498,790.26	0.81%	0.10%
PIMCO Dynamic Bond Fund - Institutional Class (PFIUX)	Nontraditional Bond	\$ 1,551,147.28	0.80%	0.00%
Vanguard® Institutional Target Retirement 2015 Fund - Inst	Target-Date 2015	\$ 847,256.75	0.00%	0.00%
Vanguard® Institutional Target Retirement 2020 Fund - Inst	Target-Date 2020	\$ 1,070,673.01	0.00%	0.00%
Vanguard® Institutional Target Retirement 2025 Fund - Inst	Target-Date 2025	\$ 5,230,172.30	0.00%	0.00%
Vanguard® Institutional Target Retirement 2030 Fund - Inst	Target-Date 2030	\$ 3,872,273.20	0.00%	0.00%
Vanguard® Institutional Target Retirement 2035 Fund - Inst	Target-Date 2035	\$ 9,506,554.65	0.00%	0.00%
Vanguard® Institutional Target Retirement 2040 Fund - Inst	Target-Date 2040	\$ 4,186,053.44	0.00%	0.00%
Vanguard® Institutional Target Retirement 2045 Fund - Inst	Target-Date 2045	\$ 9,306,617.36	0.00%	0.00%
Vanguard® Institutional Target Retirement 2050 Fund - Inst	Target-Date 2050	\$ 5,426,019.10	0.00%	0.00%
Vanguard® Institutional Target Retirement 2055 Fund - Inst	Target-Date 2055	\$ 3,220,438.29	0.00%	0.00%
Vanguard® Institutional Target Retirement 2060 Fund - Inst	Target-Date 2060	\$ 251,793.90	0.00%	0.00%
Vanguard® Institutional Target Retirement Income Fund- Inst	Target-Date Retirement	\$ 313,675.94	0.00%	0.00%
Vanguard® Total International Stock Index Fund - Admiral™ Share (VTIAX)	Foreign Large Blend	\$ 2,300,761.50	0.09%	0.00%
Voya Fixed Plus Account III	Stability of Principal	\$ 129,022,646.24	N/A	0.00%
TD Ameritrade		\$ 1,039,027.18	#N/A	0.00%
TOTAL ASSETS		\$ 416,976,666.95		

*Fund management fees and other fund operating expenses will also apply to the variable investment options under the Plan. Fees depend on the investment options chosen. The current mutual fund menu generates a weighted average of 2.1 bps of total assets as revenue share. Any revenue share will be reimbursed to participants, invested in those funds, through fee levelization.

Reduced Fee Structure – Renewal Contract + Enhanced Crediting Rate (3-year contract)

Voya will assess an Asset Based Fee of 11 basis points* on all funds including the Voya Fixed Plus Account III.

Voya's proposed pricing assumes Voya is selected as the exclusive investment provider and that all assets (approximately \$416.9 million) remain in Voya's Retirement Choice II contract with approximately \$14 million in annual deposits.

Voya is proposing the Voya Fixed Plus Account III with an enhanced crediting rate of 2.25% through June 30, 2022, and the greater of 2.00% or the prevailing crediting rate for the remainder of the contract term. The prevailing crediting rate applied after July 31, 2025 will be subject to change at any time.

Any rate change initiated solely by Voya will be guaranteed to remain in effect until the last day of the three-month period measured from the first day of the month in which such change was made. The current crediting rate for a plan's initial investment in the Voya Fixed Plus Account III may be in effect for less than a full three-month period. As a matter of reference, the prevailing crediting rate as of October 2021 is 1.40%.

If the plan sponsor requests a full withdrawal of plan assets with Voya, the account balances of the variable investment options held in the custodial or trust account will be paid based on plan sponsor direction.

The Company will pay a lump sum from the Voya Fixed Plus Account III for the purpose of paying a Benefit or Surrender from any Participant Account. On the fifth Contract anniversary as measured from the Contract Effective Date, the Contract Holder may terminate this Contract and receive the total amount (100%) in the Fixed Plus Account III in a lump sum payment without a market value adjustment. To initiate the Contract termination and lump sum payment, the Contract Holder must submit a written request for a Full Withdrawal of the total amount in the Fixed Plus Account. This request must be received in good order by the Company's Home Office at least 90 days in advance of the desired liquidation date.

Full withdrawal requests before June 30, 2022 ending contract term or August 4, 2025 ending contract term are subject to the standard Contract withdrawal provisions.

* Please note the fees include an annual reimbursement of \$115,000 for Consultant Services.

** Please note the following funds generate revenue and will be reimbursed back to the participants invested in that fund.

- Principal Diversified Real Asset Fund 0.10%
- Voya Small Company Portfolio 0.30%
- Dodge & Cox International Stock Fund 0.10%
- Dodge & Cox Stock Fund 0.10%

Any revenue share will be reimbursed to participants invested in variable fund options paying sub-TA and/or 12(b)(1) fees to Voya.

Stability of Principal Restrictions

Participant Withdrawals

Participant withdrawals from the Voya Fixed Plus Account III –investment option that do not result from a distributable event will be subject to equity wash restrictions.

Additional Information

For additional information on the Stability of Principal investment option available to the Plan, including all withdrawal rules and restrictions, please refer to the product disclosure booklet provided by VRIAC, or to the group annuity contract.

Plan Sponsor should consider the investment objectives, risks, and charges and expenses of the investment options carefully before choosing to make these options available to participants under the Plan. Fund prospectuses containing this and other information can be obtained by contacting your local representative. Please read the information carefully before signing this Contract. You may also visit our website at www.voyaretirementplans.com/sponsor to view your Plan information on-line.

Exhibit A -- Performance Standards**Voya provides the following service/timing standards:**

Enrollments	Enrollments in good order are processed within three business days.
Contribution Processing	Applied to participant accounts effective as of the date received in good order before the close of the NYSE on any day the NYSE is open for trading (usually 4:00 p.m. ET).
Retirement Readiness Service Center	An average response speed of 30 seconds or less.
Fund Transfer Requests	Fund transfer requests are processed effective as of the date received in good order before the close of the NYSE.
Investment Election Changes	Investment election changes are processed effective as of the date received in good order before the close of the NYSE.
Distribution Requests	Distribution requests are processed effective as of the date received in good order before the close of the NYSE. Distribution payments are mailed / electronically transferred within five business days from good order date.
Participant Statements	<p>Available within 15 calendar days after quarter end. The Nashville and Davidson County Retirement plan will move from paper to electronic delivery of quarterly participant statements. The implementation would occur only after sufficient communication with participants to allow for individual continuation of mailed statements.</p> <p>Online Statement Delivery Service : As soon as practicable and upon notification by the Plan Sponsor, the Contractor will deliver participant statements through an internet site from which participants can securely access their account, as opposed to receiving paper statements by mail., unless you elect out of this service. Participants will receive an annual notice by mail explaining how to access statements online. A participant can elect out of online statement delivery by making an election to receive statements by mail. Such elections may be made through the Contractor's participant internet site or by speaking with a customer service representative.</p>
Education and Communication	Nashville and Davidson County will commit to a minimum of two (2) communications per year to employees that support and encourage participation in the Nashville and Davidson County Retirement plan,

Voya provides the following Service Standards

Issuance of Participant Statements	Mailed within five business days 15 calendar days after quarter end	\$2,500
Transaction Confirmation Statements	Within 48 hours.	\$2,500
Plan Sponsor Administrative Reports	Mailed, or available online, within 15 calendar days after quarter end.	\$2,500
Processing Payroll Contributions	Contributions received in good order prior to the close of the New York Stock Exchange (NYSE), on any day the NYSE is open for trading, are invested as of the date they are received based on that day's closing prices and allocated to the appropriate investments based upon the enrollment data on our system.	\$2,500
Hardship/Unforeseeable Emergency Withdrawals	Upon receipt of the hardship withdrawal request and the applicable approval form, withdrawal requests are processed as of the date received in good order prior to the close of the NYSE; payment is typically mailed or made available electronically through ACH within three business days of processing.	\$2,500
Termination/Rollovers/Direct Transfers for Distribution	Termination/Rollovers/Direct Transfers for Distribution are processed effective as of the date received in good order before the close of the NYSE.	\$2,500
Fund Balance Transfers	Transfers are processed effective as of the date received in good order before the close of the NYSE.	\$2,500
Investment Election Requests	Investment election requests are processed effective as of the date received in good order before the close of the NYSE.	\$2,500
Contribution Percentage Elections/Changes	Contribution percentage elections/changes are applied to participant accounts effective as of the date received in good order before the close of the NYSE on any day the NYSE is open for trading (usually 4:00 p.m. EST).	\$2,500
QDRO Processing	We will follow the QDRO requirements of the Internal Revenue Code. After the qualified status of the order is determined by Sponsor, we will establish a separate recordkeeping account for the alternate payee and make payments in accordance with the terms of your plan.	\$2,500

To ensure accountability to meeting service standards, Voya has agreed to incorporate a service standard report as part of their quarterly update indicating whether they have met each respective guarantee. Should Voya fail to meet a guarantee, this should be indicated in the service standard report.

**Voya measures performance against standards for all our defined contribution clients. Should Metro determine our service is not satisfactory, they may provide Voya with written notice within 30 days of the service deficiency. If Voya fails to resolve the deficiency within 30 days, Metro's may request the service guarantee be paid not to exceed \$20,000 annually for all combined service deficiencies.*

Exhibit A – Retirement Plan Service Agreement

Section 1. Services

- 1.01 Good Order: The Contractor and the Plan Sponsor acknowledge that for purposes of this Contract “Good Order” is defined as the receipt at the Contractor’s designated location of a transaction request, instructions or data that is complete, accurate and in an acceptable format, and which do not require the Contractor to apply any research or discretionary judgment. To qualify as current business day instructions, a transaction request, instructions or data sent electronically, by telephone, facsimile or mail must be received by us no later than the close of the New York Stock Exchange (“NYSE”) (typically 4:00 p.m. ET). If the Contractor receives a transaction request, instructions or data in Good Order after the close of the NYSE, the Contractor will process the data or request on the next business day that the NYSE is open. The parties understand and acknowledge that a transaction request, instructions or data deemed by the Contractor as being received not in Good Order may be returned for correction and processed upon resubmission in Good Order.
- 1.02 Allocation of Contractor Responsibilities: The Broker-Dealer or other broker-dealers with which Voya Financial Partners, LLC has a selling agreement shall service or perform all marketing communications, enrollment and securities transactions settlement and processing functions assigned to the Contractor. VRIAC shall perform all other responsibilities assigned to the Contractor, including Plan and participant recordkeeping. For plans that have multiple providers of investment products and administrative services, VRIAC will provide recordkeeping services solely for that portion of the Plan utilizing assets record kept by the Contractor.
- 1.03 Investment Provider Minimum Standards: Subject to the minimum standards set forth in Schedule 4, the Contractor will provide its administrative services in connection with the Plan Sponsor’s selection of investment products to fund the Plan.
- 1.04 Modification to Investment Options: In order to confirm the fund selected by the Plan Sponsor can be recordkept by the Contractor, the addition or removal of any investment option to the Plan must be mutually agreed to by the Contractor and the Plan Sponsor and will be made in accordance with a mutually agreed upon schedule for implementing the change.
- (1) Subject to mutual agreement between the parties to add an investment option;
 - (i) The Plan Sponsor may direct the Contractor to add or remove an investment option from the range of investment products the Contract currently offers, and that are currently available in the Program, upon forty-five (45) days written notice of the proposed change.
 - (ii) The Plan Sponsor may direct the Contractor to add an investment option that the Contract does not currently offer or an investment option that the Contractor currently offers but is not currently available in the Program, upon at least ninety (90) days written notice of the proposed change. Any investment option additions made pursuant to this Subsection 1.04(1)(ii) will be made in accordance with the Contractor’s scheduled quarterly fund updates.
 - (2) The Contractor reserves the right to reject any new investment option that imposes short-term trading (redemption) fees on participant accounts.
 - (3) To the extent an existing investment option imposes short-term trading (redemption) fees on participant accounts, the investment option may be discontinued or short-term trading (redemption) fees may be deducted from participant accounts.
- 1.05 Limits Imposed by Underlying Funds: The Plan Sponsor understands and acknowledges that orders for the purchase of fund shares may be subject to acceptance by the fund. The Contractor reserves the right to reject, without prior notice, any allocation of payments to the variable investment option (which, depending on the Contractor’s product offering, may be a fund offered directly to the Plan,

or a subaccount of a separate account which in turn invests in an underlying fund), if the Contractor's purchase order for the corresponding fund is not accepted by the fund for any reason.

- 1.06 Limits Imposed by Contractor on Frequent Transfers: The Plan Sponsor understands and acknowledges that the investment products offered or otherwise made available by or through the Contractor are not designed to serve as vehicles for frequent trading in response to short-term fluctuations in the market. Such frequent trading can disrupt management of a fund and raise its expenses. This in turn can have an adverse effect on fund performance. Accordingly, the Plan Sponsor agrees to adhere to the Contractor's current Excessive Trading Policy, as set forth in Schedule 5 (the "Excessive Trading Policy"). The Contractor reserves the right to modify the Excessive Trading Policy in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.
- 1.07 Access to Self Directed Brokerage Account: The Contractor agrees to make available to Plan participants, a self-directed brokerage account option ("SDBO"), as specified in a separately signed agreement.

Section 2. Participant Information

- 2.01 Provision of Certain Participant Information: The Plan Sponsor or its authorized representative shall facilitate the transmission to the Contractor of all current Plan participant level records including, but not limited to: name; address; social security number; active or terminated employment status; loan information; and deferral amount information. The Contractor shall be able to rely on the information provided by the Plan Sponsor. We are not responsible for any errors, omissions or other inaccuracies in the data you or an unaffiliated third party, including without limitation, prior service providers furnish us. Over the term of this Contract, the Contractor and the Plan Sponsor will develop procedures for the Plan Sponsor to notify the Contractor of changes in employment status and, to the extent the Plan Sponsor has knowledge of the death of any participant, the Plan Sponsor will notify the Contractor of such death. The Plan Sponsor shall provide such information on a timely basis and use its best efforts to assure the accuracy and completeness of all information provided to the Contractor.
- 2.02 Changes in Deferral or Contribution Information; New Participant Deferral or Contribution Information: The Contractor and the Plan Sponsor will develop procedures to coordinate the processing of (i) changes in deferral or contribution amount information and (ii) initial deferral or contribution information pertaining to participants joining the Plan on or after the date the Contractor commences the provision of services under this Contract.
- 2.03 Participants' Ability to Direct Investments: Participants shall have the ability to choose their investment allocations and to make participant-directed transfers between investment options, subject to any limitations of the Plan and of the Contractor's investment product. If the Plan is or becomes subject to ERISA, or is otherwise employer-controlled, the Plan Sponsor hereby provides written direction to the Contractor allowing participants to make such investment choices, subject to the Plan Sponsor's right to revoke this authorization if allowed by the Plan.
- 2.04 Restricting Participant Accounts (Administrative Holds): The Plan Sponsor directs the Contractor to place an administrative hold on a participant's account upon receipt of a signed or draft domestic relations order (DROs) or joinder, federal tax levy, or upon the receipt of other types of court orders that assert a claim to plan benefits. Placing an administrative hold on the participant's account(s) will prevent the participant from taking distributions, including loans. The participant will continue to have the ability to make allocation changes and fund transfers to his/her account. With the exception of DROs, the restriction will remain on the account until such time that the Contractor is advised to remove the administrative hold either by the Plan Sponsor or upon receipt of a court order indicating that the matter has been resolved and the hold is no longer needed.

Administrative holds placed on a participant's account due to DROs shall remain on the account for a period up to 18 months, or if earlier, until the date the Contractor is advised to remove the administrative hold either by the Plan Sponsor or a court order indicating that the matter has been resolved and the hold is no longer needed. If a subsequent order is received a new 18-month period will be activated.

Notwithstanding the foregoing, with respect to joinders issued pursuant to California Family Code 9 (if applicable), Section 2060, the restriction will not be removed until the Contractor receives either: (1) a QDRO; (2) a court order vacating/dismissing the joinder; or (3) a final judgment that awards the participant all of the plan benefits.

- 2.05 Power of Attorney, Guardianship or Conservatorships: The Contractor will determine the validity of the documentation received relative to a power of attorney, guardianship or conservatorship. Once the documentation is determined to be in Good Order, the Contractor will set up or modify the existing account as directed in the documentation received.

Section 3. Pricing Considerations

- 3.01 Assumptions Regarding Pricing: Any fees, products and services rendered in connection with this Contract are contingent on the Contractor being the exclusive provider (or one of two providers) of investment products and administrative services to the Plan during the Term of this Contract and any subsequent renewal periods (as described in Section 3.1 of this Contract). The addition of any other provider or providers to the Plan during the Term of this Contract and any subsequent renewal periods or changes in the Plan document may impact any fees, products and services under this Contract. The Plan Sponsor will notify the Contractor of any such changes in a timely manner.

This Contract and fees are contingent on the Plan provisions in effect on the date of this Contract. Any amendment to the Plan may impact this Contract and fees.

The Plan Sponsor understands and acknowledges that the compensation to the Contractor is subject to the certain general provisions, as set forth in Schedule 7 (the "General Compensation Provisions"). The Contractor reserves the right to modify the General Compensation Provisions in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.

- 3.02 Float: VRIAC and its affiliated companies (collectively referred to as "Voya[®]" for purposes of this Section 3.02) earn income in the form of bank service credits on contributions awaiting investment and on payments awaiting distribution from the bank accounts that Voya maintains (or "float"). The bank service credits are applied against the bank service fees that apply to the bank accounts that Voya maintains and may not be redeemed for cash. Specifically, the bank accounts have been established to receive and hold for a reasonable time:

- contributions or other amounts to be invested in your retirement Plan, or
- amounts redeemed to pay a distribution or disbursement from your Plan.

Voya will receive income in the form of bank service credits (as described below) and offset such credits against bank service fees that are charged to Voya for the use of such bank accounts and for services provided by the banks for processing receipts or disbursements.

Float Generated by Contributions:

Voya uses a bank account to receive and hold contributions or other Plan deposit amounts to be invested. Contributions or other deposit amounts are held until authorized instructions are received in Good Order. Income in the form of bank service credits are earned on the bank account during any waiting period for authorized instructions. For authorized instructions received in Good Order, contributions or other deposit amounts will be invested on that business day. For authorized

instructions received in Good Order after the close of the New York Stock Exchange, contributions or other deposit amounts will be processed on the next business day.

Float Generated by Distributions:

Voya receives income in the form of bank service credits in connection with distributions or disbursements that Voya pays on the Plan's behalf. The bank service credits accrue during the period beginning when an amount is redeemed from the Plan's investment to fund a distribution or disbursement check and ending when the check is presented for payment.

Additionally, from time to time, Voya may receive money market like rates of return on other deposit or short term investment products in which distributions may be held until such time as the check is presented for payment.

- 3.03 Transaction Processing: VRIAC seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. When a transaction processing error for which VRIAC is directly responsible occurs, VRIAC will attempt to correct the error as soon as reasonably practicable after identification of the error. Once all necessary information has been gathered, VRIAC will promptly take corrective action to put the Plan and its participants in a position financially equivalent to the position they would have been in if the VRIAC processing error had not occurred.

VRIAC processes your Plan's investment instructions on an "omnibus" or aggregated basis. If VRIAC's correction of a VRIAC processing error results in a loss to your Plan or its participants, VRIAC will absorb the loss. If any gain results in connection with the correction of an VRIAC processing error, VRIAC will net any such gain against other losses absorbed by VRIAC and retain any resulting net gain as a component of its compensation for transaction processing services, including its agreement to make Plan and participant accounts whole for losses resulting from VRIAC processing errors. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's Policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule K. The VRIAC Policy and any updates to the VRIAC Policy are posted in the Sponsor Disclosure section of Sponsor Web.

Section 5. General

- 5.01 Acknowledgment: The Plan Sponsor acknowledges the following.
- (a) The Contractor is performing non-discretionary, ministerial administrative services at the direction of the Plan and its authorized representatives.
 - (b) Neither the Contractor nor its affiliates is the Plan administrator or a fiduciary under state law, the Investment Advisors Act of 1940 or, as applicable ERISA, and the Contractor is not responsible for the selection or supervision of fiduciaries to the Plan or of service providers not associated with the Contractor.
 - (c) The Plan Sponsor is solely responsible for maintaining the qualified status of the Plan, if applicable.
 - (d) The Plan Sponsor has consulted with a tax or legal advisor regarding the tax consequences of the Plan.
 - (e) The Plan Sponsor is responsible for selecting the Plan design and investment options that best meet its objectives. The Plan Sponsor understands that it has selected a program that may include a stability of principal option and/or variable annuities funded through a group annuity contract and/or mutual funds offered through a custodial or trust agreement to fund a tax-qualified arrangement; that the tax laws provide for deferral of taxation on earnings on participant account balances (excluding Roth or after-tax contribution sources); and that,

although the annuity provides features and benefits that may be of value to participants, it does not provide additional deferral of taxation beyond that provided by the tax qualified arrangement itself. To the extent mutual funds are available as investment options under the Plan, there may be one or more classes of shares with respect to each mutual fund and each class of shares may have different rules, requirements and expense ratios and Plan Sponsor has made the determination that the class of shares chosen for the Plan is the appropriate class and is suitable for the Plan. All discretion and control with respect to the terms, administration of assets of the Plan shall remain with the Plan Sponsor or with the named fiduciaries under the Plan.

- (f) The Plan Sponsor and its authorized representatives have sole responsibility for the overall administration of the Plan, including periodically providing participants with any notices required under the Code and related Regulations to which the Plan is subject and for making all benefit determinations. The Contractor and its affiliates shall not have any discretion with respect to the management or administration of the Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any participant in the Plan to benefits under the Plan. The Contractor and its affiliates shall not have any control or authority with respect to any assets of the Plan, including the investment or disposition thereof.
- (g) Plan Sponsor confirms that Contractor's practices are consistent with the terms and administrative practices of the Plan, where applicable. The Plan Sponsor may delegate the day-to-day administration of certain Plan Sponsor responsibilities to the Contractor as indicated in Schedule 2.
- (h) The Plan Sponsor and its authorized representative have the sole authority for the review and final disposition of a Plan participant's appeal of any benefit determination made by the Contractor under the Plan.
- (i) The Contractor does not directly provide any investment advice to the Plan Sponsor with respect to the Plan's assets.
- (j) In performing services under this Contract, the Contractor is entitled to rely on any information the Plan Sponsor, or its authorized representatives, or the Plan participants provide. The Contractor has a reasonable duty to inquire as to the authenticity or the accuracy of such information or the actual authority of such person to provide it.
- (k) The Plan Sponsor will provide the Contractor with an up-to-date copy of the Plan document(s) and complete information governing the terms and operation of the Plan (including a written explanation of any practices and procedures not reflected in the Plan document). The Plan Sponsor will promptly provide to the Contractor any proposed amendments to the Plan for review and comment by the Contractor at least 90 days prior to the proposed amendment effective date.
- (l) Generally, only fees relating to the ongoing administration of the Plan may be passed through to participants. You will direct us to deduct from participant accounts those fees outlined in Schedule 6. The Plan Sponsor is responsible for determining if an expense is deductible from Plan assets.
- (m) **VRIAC Error.** VRIAC's responsibility with respect to providing the services is limited to correcting errors, within a reasonable time, which result from its computer system malfunctions, its staff errors or are otherwise caused by VRIAC's negligent acts. VRIAC shall make a good faith effort to correct any such error as soon as reasonably practicable after identification of the error when such correction is reasonably necessary and practical under the circumstances. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule 8. The VRIAC Policy and any

updates to the VRIAC Policy are also posted in the Sponsor Disclosure section of Sponsor Web.

- (n) **Plan Sponsor Error.** VRIAC will attempt to correct, at Plan Sponsor's expense, processing errors resulting from Plan Sponsor, or Plan Sponsor's representative, or otherwise caused by the negligent acts of Plan Sponsor; provided that Plan Sponsor promptly notifies VRIAC of such error and furnishes all data to VRIAC reasonably necessary to make such corrections. Plan Sponsor shall pay VRIAC its reasonable expenses incurred in making such corrections.

Schedule 1 – Plan Specifications

The following reflects the relevant provisions of the Plan document that will govern the administration of the Plan. The Plan Sponsor acknowledges it has reviewed and confirmed that these accurately reflect the provisions of the Plan as of the effective date of this Contract.

1. ERISA Status: The Metro I.R.S Section 457 Deferred Compensation Plan “Plan” is not subject to Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”).

2. Contribution Sources.
The sources of contribution permitted under the Plan are:
 - Employee Pre-tax
 - 457 Rollover
 - Non-457 Rollover
 - Designated Roth Contributions
 - Roth 457(b) Rollover
 - Roth Non-457(b) Rollover
 - Rollover of In-Plan Roth Non-457(b) Rollover Account
 - In Plan Roth non-457(b) Rollover
 - Employer Contribution: _____
(specify type of contribution)

3. Permissible In-Service Withdrawal Options
The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the Plan (*check all that applies*):
 - Unforeseeable Emergency Withdrawal
 - In-Service Distribution of Rollover Account(s)
 - In-Service Withdrawal for Governmental 457(b) Plans (aka de minimus withdrawal)
 - Purchase of Governmental Defined Benefit Plan Service Credit
 - Tax-Free Distribution for Health and Long Term Care Insurance (for retired public safety officers)
 - Age Based Withdrawal – *identify the age level to allow withdrawal 70.5*

4. Final Distribution Payment Options
The following payment options are available under the 457 Plan to a participant upon separation from service (*check all that applies*). The default options are checked below – if no change is made, these are the payment options that will apply to participant-initiated distributions processed under the Plan.
 - In cash (*check applicable option*):
 - full lump sum only partial or full lump sum
 - In installment payments over a period not to exceed the life expectancy of the participant or the joint and last survivor life expectancy of the participant and his or her designated primary Beneficiary. This includes the Systematic Withdrawal Option (SWO) and Estate Conservation Option (ECO) as described in the product information booklet.
 - Applied to the purchase of an annuity contract (*must be checked if J&S annuity is the normal form of benefit under the Plan*)
 - Rollover to another eligible retirement plan or IRA
 - Plan to plan transfer (after severance from employment)
 - Combination of all permitted payment options

5. Money Source Withdrawal Sequence

The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the Plan is identified below. Money will be withdrawn from participant investment options on a pro-rata basis. Fixed Account restrictions may apply; refer to Exhibit A – Pricing.

Employee Elective Deferrals
Rollovers from another 457 Plan
Rollovers from a 401 or 403(b) Plan or IRA

6. Mandatory Distributions

Mandatory distributions for terminated participants apply under the Plan:

If applicable, for purposes of mandatory distributions, rollover contribution balances will be:

- included in determining participant account balance
 excluded in determining participant account balance.

If applicable, select one of the following options regarding the automatic rollover of mandatory distributions pursuant to Code section 401(a)(31). ***All mandatory distributions / rollovers must be initiated by the Plan Sponsor.***

- Plan Sponsor has elected to reduce mandatory distribution limit from \$5,000 to \$1,000.
 Plan Sponsor has elected to require mandatory distribution of participant accounts up to \$5,000.

Schedule 2: Scope of Contractor Services

The Contractor agrees to provide the Plan with the services listed within this Schedule for the term of this Contract. For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. The one-time preparation and implementation of a Plan-specific product and service conversion or transition schedule which shall include notice to all Plan participants.
2. The initial installation of overall Plan records and individual Plan participant records.
3. To assist the Plan Sponsor and its legal counsel, the Contractor will, to the extent it has one available, provide a specimen plan document upon your request. As a specimen plan, you and your legal counsel may modify the document(s) to reflect your Plan design needs.
4. The development of Plan enrollment materials, including basic investment education material. The distribution of such materials shall be as mutually agreed upon by the parties.
5. Conducting introductory on-site education and enrollment meetings for employees.
6. Ongoing allocation of Plan contributions received in Good Order to individual participant accounts, and reconciliation of Plan and participant activity on a daily basis. For purposes of this provision, Plan contributions are deemed to include loan repayments (if applicable) and non-routine contributions, such as rollovers or plan to plan transfers, if permitted under the Plan.
7. Contractor will perform one test per month beginning in October through December on each participant account per Plan covered by this Contract for the limit on elective deferrals pursuant to Code section 402(g) and/or 457(e)(15) and on the annual additions limit in accordance with Code section 415(c), if applicable. If the Plan Sponsor sponsors more than one plan, the Contractor will not aggregate the plans for testing purposes, unless specifically agreed to within this Contract.
8. Ongoing maintenance of participant beneficiary designations under the Plan based upon mutually agreed upon procedures which shall be reflected in the Plan document. Participants may designate a beneficiary via the Contractor’s participant internet site or by speaking with a customer service representative via a toll free telephone line. Alternatively, participants may designate a beneficiary by completing and submitting a paper form.

Community Property Edit

This optional feature of the online beneficiary maintenance service will take into account community property laws applicable in the participant’s resident state at the time that he or she is making a beneficiary designation. When this service has been elected, the Contractor’s online beneficiary maintenance service will require any participant who has identified themselves as being married or in a registered domestic partnership or a civil union and who does not designate a person identified as his or her spouse or domestic partner as a primary beneficiary for at least the percentage prescribed under the community property laws to complete and submit a paper beneficiary designation form.

- The Plan Sponsor elects to utilize the Contractor’s Community Property Edit feature as described above.

9. Ongoing maintenance, recordkeeping of individual participant account records and processing in a timely manner of all transactions permitted under the Plan as authorized or approved by the Plan Sponsor. Any delegation of the Plan Sponsor’s role of authorizing or approving transactions under the Plan to the Contractor will be as directed later within this Schedule or other written instrument between the parties. Such direction shall not be construed as delegating Contractor discretion with respect to such decision.

Recordkeeping Multiple Payroll Locations

As an optional service to the Plan Sponsor, the Contractor may maintain participant data by payroll location as provided by the Plan Sponsor.

- The Plan Sponsor elects to utilize the Contractor's multiple payroll location recordkeeping service as described above.

- 10. Ongoing generation of periodic Plan activity reports for Plan Sponsor use, as mutually agreed upon, to be made available through a secure website.

If the Plan Sponsor has elected the Contractor's multiple payroll location recordkeeping service, the Contractor may segregate Plan Sponsor reporting (available via the Sponsor Web) by payroll location. Should the Plan Sponsor elect this optional service, the participant's location code or indicator must be included in the census or payroll data files submitted by the Plan Sponsor. If the division / sub-location indicator for a participant is blank, a default indicator will be assigned to the participant's account.

- The Plan Sponsor elects to utilize the Contractor's plan sponsor reporting by payroll location service as described above.

- 11. Ongoing processing of participant-initiated benefit payment requests received in Good Order, calculation and withholding of federal and state taxes, and the provision of necessary tax forms on a timely basis to participants who received taxable distributions during the previous year.
- 12. Ongoing provision of employee enrollment and education services, including the provision of communication packages which includes the necessary information for employees to enroll and make investment choices.
- 13. Access to customer service representatives via a toll free telephone line to respond to Plan participant inquiries, provide information about participants' accounts and investment options and to distribute administrative forms.
- 14. Access to an automated voice response system via toll free telephone lines, through which participants may obtain updated account and investment information and initiate transactions permitted under the Plan.
- 15. Access to an internet site, through which participants may obtain updated account and investment information, and initiate transactions permitted under the Plan and request forms for initiating certain transactions as permitted under the Plan.
- 16. The Contractor has an ongoing commitment to advancing the retirement readiness of your participants which includes our continued addition of self-service planning tools to the participant internet site along with the availability of phone and local Voya Financial Advisors representatives to assist individuals with their broader financial needs. These services are offered outside of the recordkeeping services described in this Contract. If individuals elect fee based services, fees are charged directly to the employee and will not be withheld from any plan participant account. In order to facilitate the delivery of the services, the Contractor may use participant data to the extent and for purposes authorized by the participant whose data is being used. Securities and investment advisory services offered through Voya Financial Advisors, Inc., member SIPC.
- 17. Access to a Sponsor Web site, through which a Sponsor may obtain reports. The Sponsor must select a primary contact by completing an administrative form to be provided by the Contractor.
- 18. Incoming Rollovers / Transfers Authorization
Ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review, and processing of these types of requests. Incoming rollover and transfer requests determined to be in Good Order will be processed on the same business day as the assets are received by the Contractor.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for review and final disposition of the determination.

19. Unforeseeable Emergency and/or Hardship Withdrawal Related provisions:
The Contractor* will be responsible for authorizing unforeseeable emergency or hardship withdrawals. Select **one** of the following options:

* The Contractor will provide ongoing review and processing of participant unforeseeable emergency or hardship withdrawal requests on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of these withdrawals as provided in Appendix I to Schedule 2.

The Contractor will make a determination (approval and/or denial) within 5 business days of receipt of the request, and supporting documentation, in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with payment being mailed or made available electronically through ACH no later than 5 business days following the date of favorable determination.

Permitted Frequency – No restrictions on how often a participant may request an unforeseeable emergency withdrawal.

Contribution Suspension Period: Not Applicable

20. Permissible In-Service Withdrawal Related Provisions
Contractor* will be responsible for authorizing in-service withdrawals permitted under the Plan. Select **one** of the following options:

*The Contractor's ongoing review and processing of participant-initiated withdrawal or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review and processing of these types of requests. Withdrawal or transfer requests are processed as of the date received in Good Order, with payment being mailed or made available electronically through ACH no later than 5 business days following the date the request is received in Good Order.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

Permitted Frequency – No restrictions on how often a participant may request an in-service withdrawal.

21. Domestic Relations Order Administration
The Contractor* will be responsible for reviewing and qualifying Domestic Relations Orders (DRO) under the Plan. Select **one** of the following options:

*Ongoing review and processing of DROs on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of DROs as provided in Appendix II to Schedule A.

The Contractor will make a determination within 5 business days of receipt of a DRO in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with confirmation being mailed.

If a DRO is not received in good order, the Contractor will work with the respective parties until the order is presented in Good Order.

NOTE: If a DRO received from a state agency is related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the

minor child and mail directly to the state agency per instructions in the DRO. Additional distribution paperwork and/or action from the alternate payee are not required.

22. Benefit Payment Related Provisions

The Contractor* will be responsible for authorizing participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) under the Plan. Select one of the following options:

*The Contractor will provide ongoing review and processing of participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) due to participant's separation from service or death, on behalf of the Plan Sponsor, based on mutually acceptable procedures for the review, qualification and processing of these requests. The Plan Sponsor is responsible for providing the Contractor with any and all participant termination data in the mutually agreed upon electronic format, within a reasonable time period following the participant's separation from service or death. In those individual circumstances where the Contractor does not have a beneficiary designation on file for the participant and where the Plan does not provide direction to make payment to the estate of the account holder, the Contractor will seek written direction from the Plan Sponsor as to who to make payment to pursuant to the Plan. The Contractor may not make the applicable benefit payment request transaction and/or paperwork available to the participant until the termination data is received from the Plan Sponsor in Good Order.

Benefit payment requests are processed as of the date received in Good Order; with payment being mailed or made available electronically through ACH no later than 5 business days following the date the request is received in Good Order. Accounts with administrative holds due to federal tax levies will not be distributed to the participant until such time that the federal tax levy is satisfied or as otherwise resolved. Once the participant has a triggering event, or requests a distribution, if evidence of payment of federal tax levy is not received, the Contractor will first make payment to satisfy the federal tax levy and then may any remaining distribution amount to the participant.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

23. Access to counseling by licensed agents or representatives for Plan participants, who are retiring or otherwise requesting a benefit payment from the Plan, based on mutually acceptable standards.
24. Ongoing processing of Required Minimum Distributions ("RMD") in accordance with the rules of Code Section 401(a)(9) for eligible Plan participants and their beneficiaries as follows:
- a. Participants: In the absence of an affirmative election or instructions received in Good Order from the participant on an annual basis for receiving the RMD, the Contractor is directed by the Plan Sponsor with respect to the 401(a)(k) or 457(b) Plan to calculate and distribute the RMD amount. The Contractor shall calculate the RMD in the following manner.
 - i. For participants with either (1) no beneficiary, (2) a non-spouse beneficiary, (3) a spouse beneficiary without a date of birth, or (4) a non-individual beneficiary (e.g., charitable organization), calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the distribution period under the Uniform Lifetime Table using the participant's age on 12/31 of the current year.
 - ii. For participants with a spouse beneficiary more than 10 years younger than the participant, calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the combined life expectancy factor under the Joint and Last Survivor Table using the ages of the participant and the spouse beneficiary on 12/31 of the current year.
 - iii. For participants who are at least 70-1/2 years of age in a calendar year and have separated from service with their employer, any distribution requested will first be reduced by the applicable RMD for the distribution calendar year.

- b. Beneficiary(ies): In the absence of an affirmative election or instructions received in Good Order from the beneficiary (ies), the Plan Sponsor directs the Contractor to calculate the RMD amount in accordance with Code Section 401(a)(9) provided the Contractor has received in Good Order proper notification of the participant's death and complete beneficiary(ies) information (including the complete name and address of the beneficiary(ies)). In situations where the life expectancy rules are not available for the calculation of the RMD either because the Contractor has not received the requisite information by the date for issuing RMD payments or the beneficiary is not entitled to receive RMD under the life expectancy rules, the Plan Sponsor directs the Contractor to apply the five-year payout rule and force out a lump sum by December 31st of the fifth year following the year of the participant's death.

The Plan Sponsor acknowledges that the Contractor shall not be responsible for any tax penalties or excise taxes the Plan Sponsor, Plan participants, or beneficiaries may incur as a result of the Contractor's failure to calculate and distribute the RMD amount where the failure is due to the Plan Sponsor's, the Plan participant's or the beneficiaries' failure to provide the required information in a timely manner.

25. Ongoing facilitation of communications between the Contractor, the Plan Sponsor and the Plan participants based on mutually acceptable guidelines.

Appendix I to Schedule 2: Unforeseeable Emergency Withdrawal Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of participant unforeseeable emergency withdrawal requests on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under the Plan. The Contractor will review the request to determine whether it satisfies the IRS and Plan requirements for an unforeseeable emergency or hardship.

To request an unforeseeable emergency withdrawal, a participant must complete the relevant paperwork and provide the appropriate documentation to support the request.

Unforeseeable Emergency Approval Requirements

Specifically, an unforeseeable emergency means extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant including:

- severe financial hardship of the participant resulting from an illness or accident of a participant, the participant's spouse or of a participant's dependent (as defined in Code Section 152(a))*;
- loss of the participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance); or
- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

*Effective in 2007, the Pension Protection Act of 2006 expanded this definition to include the participant's designated primary beneficiary.

In its evaluation, The Contractor will limit the withdrawal to the amount reasonably necessary to satisfy the financial need, which may include any amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a withdrawal shall be allowed only to the extent that such emergency is or may not be relieved through: 1) reimbursement or compensation from insurance or otherwise; 2) liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or 3) cessation of the participant's deferrals under the Plan.

The determination of whether a request qualifies as an unforeseeable emergency will be based on all the facts and circumstances of the participant's specific situation. While it is a subjective decision, the Contractor's process incorporates three underlying principles: consistent application of the IRS rules to similar situations; decisions must be reasonable and not arbitrary; and when there is a close call, we err on the conservative side.

The Contractor takes this review process very seriously and understands the importance of consistently administering the IRS and Plan requirements. The Contractor recognizes that failure to do so, and thus treating the Plan like a savings account, can result in adverse tax consequences to the participant and to the Plan.

Withdrawal requests will be reviewed in a timely manner. For requests which are approved, the Contractor will process the withdrawal as of the date of the approval. A participant, who has had a withdrawal request denied because of insufficient documentation, can resubmit his or her request to the Contractor for re-review with all applicable documentation.

A participant whose request has been denied after submission of all relevant documentation has the opportunity to appeal the decision to the Plan Sponsor.

Appeals of Denied Requests

The Plan Sponsor is the final authority for review of any withdrawal requests which have been denied by the Contractor.

- A participant desiring to appeal the Contractor's decision must submit the appeal to the Plan Sponsor or its designee within 30 days of receipt of the denied request. The participant must document in a letter the reason he or she feels the request should be reevaluated and why the circumstances qualify as an unforeseeable emergency or as an immediate and heavy financial need in the case of a hardship.
- Appeals must include all documentation submitted with the original request to the Contractor; the Contractor's determination letter and any additional supporting documentation not previously submitted.
- The Plan Sponsor will review a participant's request within 30 business days of the date of receipt of an appeal request.
- In reviewing the original decision, the Plan Sponsor will review the specific facts and circumstances of the participant's situation, the Contractor's analysis and the applicable IRS and Plan requirements. The Plan Sponsor's focus is on ensuring that the Contractor's decision was made in accordance with all of the IRS and Plan guidelines, as summarized above. In its appeal review, the intent of the Plan Sponsor is not to be more lenient than the law requires as this would jeopardize the favorable tax treatment for the participant and the Plan.
- The Plan Sponsor or its designee shall provide written notification to the participant, with a copy to the Contractor, as to whether its decision is to affirm the Contractor's original decision to deny the request, or reverse that decision and approve the participant's request.
- The Plan Sponsor's decision shall be binding on the participant, and he or she shall have no further ability to have the Plan Sponsor's decision overturned.

Appendix II to Schedule 2: Domestic Relation Order Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of Domestic Relations Orders (DRO) on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of DROs which has been reviewed and approved by the Plan Sponsor. The Plan Sponsor acknowledges that the Contractor will perform this service in a ministerial capacity only and will not exercise any discretion in performing this service. The Contractor's process if followed as specified below shall constitute a valid Plan Sponsor direction to process the DRO.

Definition of a Domestic Relations Order

A Domestic Relations Order ("DRO" or "Order") is a court order, judgment, or decree issued under a state's domestic relations law that recognizes the right of a spouse, former spouse, child, or other dependent of a participant in an employee benefit plan to receive all or part of the participant's benefit in the plan.

A Qualified Domestic Relations Order ("QDRO") is a DRO that has met the specific requirements mandated by federal law and the provisions of the Plan as determined by the Plan Administrator or its designee. A QDRO requires a qualified plan to pay all or any part of a participant's benefits to an alternate payee. An alternate payee is a spouse, former spouse, or dependent of the participant who is entitled to a portion of the participant's benefits.

Requirements for QDRO

In order for a participant's benefit to be assigned to an alternate payee (i.e., the spouse, former spouse, child or other dependent of the participant), a DRO that constitutes a QDRO within the meaning of the internal Revenue Code Section 414(p) must contain the required elements as outlined below as well as the Contractor's Good Order requirements. In addition, certain state rules may be imposed on domestic relations orders by statute.

1. The Order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted as they are not in compliance with the Contractor's Good Order standards.
2. The Order must create or recognize the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable under the plan with respect to a participant.
3. The Order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a participant, made pursuant to a state domestic relations law (including a community property law).
4. The Order must clearly and unambiguously name each Plan to which the order applies. The Order must reflect the full Plan name as stated within the Plan document.
5. The Order must provide the following participant information:
 - Name (full legal name)
 - Social Security Number¹
 - Last known mailing address
 - Date of Birth

¹If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.

6. The order must provide the following alternate payee¹ information:
 - Name (full legal name)
 - Social Security Number²
 - Last known mailing address
 - Date of Birth

¹If the alternate payee is a minor child, the name of the custodial parent is needed in the Order.

²If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.

7. The Order must include the exact dollar amount or percentage of the participant's benefits to be paid by the plan to each alternate.
8. If the participant has an outstanding and/or defaulted loan, the Order must indicate if the outstanding and/or loan balance should be used in determining the amount due.
9. The Order must specify the exact date or the payment period to which the Order applies (i.e., the determination or valuation date). Participant accounts are valued each business day the New York Stock Exchange is open.
10. The Order must clearly indicate if the dollar amount or percentage should be adjusted for any earnings (gains/losses) from the determination/valuation date to the date the assets are segregated, and if these should be segregated on behalf of the alternate payee.
11. The Order should clearly specify whether the participant's vested or total account balance is to be used in determining the alternate payee's portion he or she is entitled to. Generally, the vested account balance is used for calculation purposes. Account values fluctuate with market conditions. The Contractor will verify whether there are sufficient funds available for segregation from the participant's account in the amount of the court ordered award to the alternate payee(s). The Contractor will not be liable for any damage (actual or alleged) resulting from such actions. If the dollar amount specified is above the current balance, the Order may be rejected. Only vested benefits may be paid. If the participant is partially vested, and the award is for more than the presently vested amount, payment of the non-vested portion may not be made to the alternate payee until the participant has become vested in that amount.
12. If the Plan has non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.) the Order must not require that amounts be redeemed from non-core investment options. To the extent that amounts invested in the core investment options are not sufficient to satisfy the Order, the Contractor will not approve the Order until the participant has transferred from the non-core investment option into the core investment options the amount necessary to satisfy the Order.
13. The Order must provide that the calculation of the amount of the participant's benefit to which the alternate payee is entitled to be readily calculable and according to records currently available to the Contractor. Pursuant to this requirement, the Contractor will not accept any Order that requires calculations prior to the time the Contractor began providing services to the Plan.
14. A plan may specify a date as of which QDROs are allowed under the Plan (such as Orders dated after a specified date, e.g., January 1, 2002). Court orders which pre-date the allowance of QDROs under the Plan may not be accepted. If no date is specified, the presumption is the Plan has always allowed QDROs.
15. The Order must not require the plan to provide any type or form of benefit or any option, not otherwise provided under the Plan. Also, the Order cannot require payment to an alternate payee in the form of a qualified joint and survivor annuity in favor of the alternate payee and his or her spouse.
16. The Order must not require the plan to provide increased benefits (determined on the basis of actuarial value).
17. The Order must not require any payment of benefits to an alternate payee that are required to be paid to another alternate payee under a previously issued QDRO.
18. The Order must not provide for tax treatment of the account other than as required under federal law and regulations. If the Order is for a minor, taxes will be withheld from the amount that is ultimately paid from the minor's account unless the Order specifies otherwise.
19. The Order may state the segregated amount shall be distributed to the alternate payee, or the custodial parent for the benefit of a minor, if applicable, as soon as administratively feasible after the Contractor's

acceptance of the Order as a QDRO. The custodial parent for the minor will need to contact the Contractor at (800) 584-6001 to obtain a distribution form. The distribution can only be made payable to the custodial parent for the benefit of the minor. Taxes of 10% will be withheld from the minor's distribution and the Form 1099-R will be reported to the participant.

NOTE: If this pertains to a Qualified Domestic Relations Order received from a state agency related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the minor child and mail directly to the state agency per instructions in the Order. Additional distribution paperwork and/or action from the alternate payee is not required.

If the Order meets all of the approval requirements listed above, it will be given effect and the Contractor will send notification of approval to the involved parties and their counsel.

If the order fails to meet one or more of the approval requirements listed above, it will be rejected. A letter notifying the involved parties of the rejection will be mailed, together with an explanation.

Payments to the Alternate Payee

The alternate payee may receive an immediate or deferred payment in accordance with the distribution options provided under the Plan.

The alternate payee must complete and submit applicable disbursement paperwork for such distributions. Such paperwork is available by contacting a customer service associate.

Schedule 3: Administrative Requirements

For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. Participant account statements and Plan Sponsor reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals. Plan Sponsor agrees to review statements, IRS filings and other report or documents produced by the Contractor and to promptly identify in writing any errors or discrepancies. The Contractor agrees to correct any errors it is promptly notified of without charge. The Contractor will not have any additional liability for errors, unless due solely to its gross negligence.
2. Participant account statements include detail regarding all transactions since the prior statement date.
3. Under normal circumstances and unless otherwise authorized by the Plan Sponsor; participant statements shall be mailed within 15 days of the end of a statement period. Where a participant has more than one Plan account subject to this Contract, the account statement will reflect all Plan account balances, unless you direct the Contractor otherwise. (See Exhibit A – Performance Standards)
4. Information on payout options, including a notice which satisfies the requirements of Internal Revenue Code Section 402(f), will be made available to participants through the internet or a toll free telephone number. Additionally, upon a terminated participant’s request, a licensed representative will provide to the participant education and assistance on the available payout options.
5. Contributions including loan repayments (if applicable) determined to be in Good Order on any day that the New York Stock Exchange is open (a "Business Day"), and prior to the close of the exchange, shall be applied to the appropriate account on that day's close of business of the New York Stock Exchange. Contributions received at any other time will be applied to the appropriate account on the next succeeding Business Day. Written confirmation of receipt and deposit will be provided to the Plan Sponsor or its designee by mail. The Contractor shall notify the Plan Sponsor or its designee by telephone within two business days of discovery of transactions received not in Good Order. If after 5 business days, transactions remain not in Good Order, the Contractor will require the Plan Sponsor to provide written consent for the Contractor to continue holding the amount of the contributions related to the not in Good Order transactions in a non-interest bearing suspense account. If after 14 business days, the transactions remain not in Good Order, the amount of the contributions received not in Good Order will be refunded to the Plan Sponsor.
6. A calendar year-end report shall be delivered to the Plan Sponsor, by March 31st of the following year. The custom Plan Review book includes Plan-specific data on plan assets, participant counts and average balances, contribution and distribution activities, service utilization along with fund performance and Scorecard information. Industry benchmarking is available to help you compare your Plan to other comparable plans in the industry.
7. Upon request, the Contractor will provide fee disclosure to the Sponsor in accordance with Department of Labor (DOL) regulation §2550.408(b)(2). The Plan Sponsor acknowledges it has received, understood and agrees to all pricing and fee information related to the services provided under this Contract, including the investment expenses and indirect compensation disclosure document which collectively confirm with the United States Department of Labor service provider fee disclosure regulations under Section 408(b)(2) of ERISA.
8. The Contractor will maintain appropriate records and documents for not less than six years from document creation. Upon reasonable prior notice, each party will make available to the other such records and documents relating to this Contract as may be required for a Plan audit.

Schedule 4: Investment Provider Minimum Standards Disclosure Statement

The following items summarize the minimum administrative requirements required in order for the Contractor to transact with an investment provider on the Plan's behalf:

1. **Pricing Deadlines:** The investment provider must furnish the Contractor with confirmed net asset value information as of the close of trading (generally 4:00 p.m., Eastern Time) on the New York Stock Exchange ("Close of Trading") on each business day that the New York Stock Exchange is open for business ("Business Day") or at such other time as the net asset value of the fund is calculated as disclosed in the relevant then current prospectus(es) in a format that includes (i) the fund's name and the change from the last calculated net asset value, (ii) dividend and capital gains information as it arises, and (iii) in the case of a fixed income fund, the daily accrual or the distribution rate factor. Such information shall be provided to the Contractor by 6:30 p.m. Eastern Time. "Net" means after all management, service and administrative expenses are deducted.
2. **Pricing Error Reimbursements:** The investment provider shall agree to hold the Plan harmless for any amounts erroneously credited to participant accounts due to (i) an incorrect calculation of the fund's daily net asset value ("NAV"), dividend rate, or capital gains distribution rate or (ii) incorrect or late reporting of the daily net asset value, dividend rate, or capital gains distribution rate of a fund, by reimbursing the Contractor, on the Plan's behalf. In addition, the fund shall be liable to the Contractor for systems and out of pocket costs incurred by the Contractor in making the Plan's or the participant's account whole, if such costs or expenses are a result of the fund's failure to provide timely or correct net asset values, dividend and capital gains or financial information and if such information is not corrected by 4:00 p.m. Eastern Time of the next Business Day after releasing such incorrect information provided the incorrect NAV as well as the correct NAV for each day that the error occurred is provided. If a mistake is caused in supplying such information, which results in a reconciliation with incorrect information, the amount required to make a Plan's or a participant's account whole shall be borne by the investment provider providing the incorrect information, regardless of when the error is corrected.
3. **Sales Literature:** The investment provider will provide to the Contractor at least one complete copy of all prospectuses, statements of additional information, annual and semiannual reports and proxy statements, other related documents, and all amendments or supplements to any of the above documents that relate to the fund promptly after the filing of such document with the SEC or other regulatory authorities. The investment provider agrees to provide to the Contractor, in electronic format, performance updates and portfolio updates for the fund within 10 business days after the end of each calendar quarter.
4. **Advertising:** Advertising and literature with respect to the fund prepared by the Contractor for use in marketing shares of the fund to the Plan shall be submitted to the investment provider for review and approval before such material is used with the Plan. The investment provider shall advise the Contractor in writing within three (3) Business Days of receipt of such materials of its approval or disapproval of such materials.
5. **Expense Reimbursement:** The investment provider shall make available for reimbursement certain out-of-pocket expenses the Contractor incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Contractor in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Contractor associated with proxies for the fund, including proxy preparation, group authorization letters, programming for tabulation and necessary materials (including postage).
6. **Excessive Trading:** The investment provider shall use its best efforts and shall reasonably cooperate with the Contractor to generally prevent any market timing and frequent trading activity under the Plan. See the Contractor's "Excessive Trading" Policy, Schedule 5.

Schedule 5: Voya Financial® “Excessive Trading” Policy

The Voya Financial® family of insurance companies (“Voya®”), as providers of multi-fund variable insurance and retirement products, has adopted this Excessive Trading Policy to respond to the demands of the various fund families which make their funds available through our variable insurance and retirement products to restrict excessive fund trading activity and to ensure compliance with Section 22c-2 of the Investment Company Act of 1940, as amended. Voya’s current definition of Excessive Trading and our policy with respect to such trading activity is as follows.

1. Voya actively monitors fund transfer and reallocation activity within its variable insurance and retirement products to identify Excessive Trading.

Voya currently defines Excessive Trading as:

- a. More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a “round-trip”). This means two or more round-trips involving the same fund within a 60 calendar day period would meet Voya’s definition of Excessive Trading; or
- b. Six round-trips within a 12 month period.

The following transactions are excluded when determining whether trading activity is excessive:

- a. Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
 - b. Transfers associated with scheduled dollar cost averaging, scheduled rebalancing or scheduled asset allocation programs;
 - c. Purchases and sales of fund shares in the amount of \$5,000 or less;
 - d. Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
 - e. Transactions initiated by a member of the Voya family of insurance companies.
2. If Voya determines that an individual has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, Voya will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to Customer Service, or other electronic trading medium that Voya may make available from time to time (“Electronic Trading Privileges”). Likewise, if Voya determines that an individual has made five round-trips within a 12 month period, Voya will send them a letter warning that another purchase and sale of that same fund within 12 months of the initial purchase in the first round-trip in the prior twelve month period will be deemed to be Excessive Trading and result in a six month suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of the warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative or investment adviser for that individual. A copy of the warning letters and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the trading activity.
 3. If Voya determines that an individual has used one or more of its products to engage in Excessive Trading, Voya will send a second letter to the individual. This letter will state that the individual’s Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those which involve the fund whose shares were involved in the Excessive Trading activity, will then have to be initiated by providing written instructions to Voya via regular U.S. mail. During the six month suspension period, electronic “inquiry only” privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the Excessive Trading activity.
 4. Following the six month suspension period during which no additional Excessive Trading is identified, Electronic Trading Privileges may again be restored. Voya will continue to monitor the fund transfer and reallocation activity, and any future Excessive Trading will result in an indefinite suspension of the

Electronic Trading Privileges. Excessive Trading activity during the six month suspension period will also result in an indefinite suspension of the Electronic Trading Privileges.

5. Voya reserves the right to limit fund trading or reallocation privileges with respect to any individual, with or without prior notice, if Voya determines that the individual's trading activity is disruptive, regardless of whether the individual's trading activity falls within the definition of Excessive Trading set forth above. Also, Voya's failure to send or an individual's failure to receive any warning letter or other notice contemplated under this Policy will not prevent Voya from suspending that individual's Electronic Trading Privileges or taking any other action provided for in this Policy.
6. Each fund available through Voya's variable insurance and retirement products, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy. Voya reserves the right, without prior notice, to implement restrictions and/or block future purchases of a fund by an individual who the fund has identified as violating its excessive/frequent trading policy. All such restrictions and/or blocking of future fund purchases will be done in accordance with the directions Voya receives from the fund.

Schedule 6: Additional Plan Services & Fees

1. Miscellaneous Plan Service Charges

- a. Express mailing of termination, withdrawal and loan checks & related paperwork to participant (on exception basis only).

\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.

- b. Wiring of termination, withdrawal and loan proceeds to participant.

\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.

- c. Stop payment.

\$50.00 per occurrence, to be assessed against the participant's account.

- d. A self-directed brokerage account fee applicable to each Plan subject to this Contract that has elected to use this optional service.

\$50.00 annual fee per participant, to be assessed against the participant's account.

Appendix I to Schedule 6: Fee Levelization Service

This optional service allows the Contractor to apply any revenue sharing generated by the plan's mutual fund investment options to the individual participant's whose account balances generated the revenue as a revenue credit. This credit may fully or partially offset the Plan's recordkeeping fees. Contractor will receive its required revenue as described in Section of this Contract.

- The Plan Sponsor elects to utilize the Contractor's Fee Levelization Service (the "Service") as described herein.

The revenue credit will be calculated monthly, on the 20th of the month (or the next business day if the 20th falls on a day the New York Stock Exchange is closed). It will be based on the average daily fund balance of the prior month, excluding the self-directed brokerage account funds, outstanding loan balances and the Voya Fixed Plus Account III. Revenue basis points for all funds active on the first day of the month for which the revenue credit is being calculated will be used. Any revenue credit due to a participant will be allocated to their account on the same day as the revenue credit is calculated and invested prorata in accordance with their then current fund allocation instructions. Revenue credits will not be allocated to any self-directed brokerage account (SDBA) and or any outstanding loan balances, if available to the Plan.

A separate calculation will be performed for terminated participants who have a zero balance as of the end of the prior month as a result of a full withdrawal during the month. The credit will be calculated as described below. The monthly asset based fee will be calculated, and if the revenue credit is less than the asset based fee owed, no revenue credit or fee will be credited or debited from the account. If the revenue credit is greater than the monthly asset based fee, the net amount will be allocated to the participant's account. Following the posting of the revenue credit to the participants account with a zero balance, a distribution will be processed on behalf of the participant, following the same distribution method as the original termination transaction. No additional processing fee, if applicable, will be charged to the participant account for the subsequent distribution processing of the revenue credit.

The Plan Sponsor agrees that:

- The offering of this Service assumes that the plan's investment menu does not contain any investment options which prohibit this type of arrangement.
- Contractor reserves the right to discontinue this Service should it be called into question, subject to scrutiny, or be deemed to be in violation of applicable law or regulation.
- Neither VRIAC or the Broker-Dealer, nor any of their affiliates, is acting as a fiduciary within the meaning of ERISA in connection with the Service.

Schedule 7: General Compensation Provisions

1. Direct and Indirect Compensation:

This Schedule describes compensation received by the Contractor for services rendered to the Plan and Plan participants, including fees and revenue derived from both direct and indirect sources.

Direct Compensation includes compensation paid directly by Plan Sponsor or the Plan to the Contractor for plan recordkeeping and administrative services including certain transaction fees that are charged directly to participant accounts.

Indirect Compensation includes compensation from sources other than direct fees that the Contractor may collect from third parties, including revenue derived from service arrangements with mutual funds, revenue sharing and other indirect compensation that may be generated in servicing the Plan.

2. Assumptions:

The Contractor has agreed to perform certain services as specified within this Contract. Based on the assumptions outlined in section 3.01 of Exhibit A – Retirement Plan Services Agreement, the Contractor agrees to supply the Services for the compensation specified in Exhibit A - Pricing, as supplemented by any additional compensation or transaction fees as specified within Schedule 6 and with respect to Self Directed Brokerage Account, as specified in a separately executed agreement(s).

3. Fund Specific Revenue:

Indirect compensation received by the Contractor represents revenue from investment companies based on the investment of assets held in the Plan pursuant to agreements between the applicable investment companies and the Contractor. They represent fees payable from such investment companies for shareholder services, sub-transfer agency services, or pursuant to a 12b-1 plan adopted by such investment companies.

In the case of investment options of VRIAC affiliates or former affiliates, Contractor compensation represents revenue assumptions made by the Contractor's defined contribution business for purposes of product pricing. Gross revenues from such investment options generally include payments for investment management and for certain administrative services. Pricing assumptions are derived from gross fund revenues, less the internally transferred costs of fund management and administration. The pricing assumptions for certain investment options of VRIAC affiliates or former affiliates reflect the approximate weighted average of the net fund revenues of each portfolio within a given VRIAC fund complex.

In the case of the fixed income fund, the Contractor does not derive revenue at a fixed rate. As is the case with similar insurance company general account investment options, over the long-term we expect to earn a spread between the investment return on the underlying general account assets and amounts credited to contracts that utilize the Fixed Account. This spread is intended to cover our investment related expenses, a portion of product administration expenses that would otherwise be covered by explicit charges, and the risks associated with the minimum monthly, annual (if applicable), and lifetime interest rate guarantees, including those associated with asset defaults, as well as to provide a profit margin for the Contractor.

4. Changes in Investment Options:

To the extent the Contractor's compensation is derived in whole or in part from revenue from the Plan Sponsor's selection of certain investment products offered by or through the Contractor, the Contractor reserves the right to amend the Contract, including this Schedule, in the event such revenue is reduced by a change in the investment products or options available under the Plan.

Schedule 8: VRIAC's Policy for Correction of Inadvertent Processing Errors

As your Plan's administrative service provider, Voya Retirement Insurance and Annuity Company ("VRIAC") has agreed to process transaction orders received in good order prior to market close from the plan and plan participants accurately and on a timely basis. We seek to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. Inadvertent processing errors are exclusively defined as incorrect or untimely processing by VRIAC employees of transactions that are received in good order. Inadvertent processing errors do not include errors made by plan sponsors or third parties.

VRIAC will correct any identified inadvertent processing error caused by VRIAC (a "VRIAC inadvertent processing error") as soon as practicable, typically no later than five (5) business days after VRIAC has identified sufficient information to correct the error. VRIAC represents that in no event will VRIAC exercise discretionary authority or control over the correction of inadvertent processing errors in order to maximize gain or correct such error for VRIAC's own benefit or interest.

Once a VRIAC inadvertent processing error has been identified, we promptly take corrective action to put the plan and its participants in a position financially equivalent to the position they would have been in if the processing error had not occurred. This means that VRIAC will make the plan whole for any loss to a plan resulting from correcting a VRIAC processing error. If any gain to a plan results in connection with a corrected transaction, VRIAC will keep that gain. The following examples illustrate the effect of the policy:

- When a plan participant directs that a certain dollar amount be contributed to his or her plan account, VRIAC credits the number of investment units that dollar amount will purchase to the participant's account on Day 1, the day the contribution is processed.

The number of units is based on the unit's dollar value on Day 1, as set by the investment fund and communicated to VRIAC after market close. If an inadvertent error occurs, and VRIAC does not process the contribution until Day 2, VRIAC will determine the number of units that should have been credited on Day 1, using Day 1's unit price. If, on Day 2, the unit price has gone up, the dollar amount of the contribution will not be enough to cover the number of units the participant should have received. VRIAC will make up the difference such that the participant receives the number of units he or she would have received on Day 1 and VRIAC will absorb the loss. The participant is not charged for any additional cost.

However, if, on Day 2, the unit price has gone down, the amount of the contribution would purchase more units on Day 2 than it would have purchased on Day 1. In that circumstance, the participant will receive the number of units he or she would have received on Day 1 had the transaction been processed and VRIAC will keep the excess as part of its overall fee for services under the contract.

Regardless of whether there is a gain or a loss, the participant receives the benefit of what he or she requested.

- When a plan participant makes a withdrawal request of a certain dollar amount from his or her account, VRIAC liquidates or sells the number of investment units needed in order to make the distribution. Thus, on Day 1, VRIAC typically would sell or liquidate investment units in the participant's investment fund at Day 1's price to make the distribution. If, due to a VRIAC inadvertent processing Error, VRIAC processes the instructions a day late, VRIAC will make sure that the participant receives the dollar amount he/she requested. VRIAC will sell or liquidate the same number of units that would have been sold on Day 1 had the transaction been accomplished on Day 1. If the unit price has declined, liquidated units will have a lower value on Day 2 than they had on Day 1, which means that VRIAC must make up the difference so that the participant receives the requested amount in full. In doing so, VRIAC will incur a loss, which it absorbs. On the other hand, if the market has gone up and the units have increased in value, VRIAC will sell the same number of units as it would have sold on Day 1, but the sales amount will be higher than the requested withdrawal. VRIAC will keep the excess as part of

its overall fee. In either circumstance, the participant receives the benefit of what he or she requested and bears no additional cost.

VRIAC tracks the net financial experience of VRIAC's Correction Account and the effect of the corrections for each affected plan on an annual basis and will make that information available in accordance with ERISA Section 408(b)(2). Any gains kept by VRIAC constitutes additional compensation for the services provided by VRIAC under its contract and VRIAC will report it in accordance with ERISA Section 408(b)(2).

By executing an administrative services agreement with VRIAC, you are authorizing VRIAC's application of the error correction policy as described above to your Plan in connection with the plan administrative services that VRIAC will provide. You have the right to terminate VRIAC's services in accordance with the terms of the administrative services agreement.

Schedule 9: Servicing Representatives

The Contractor and/or the Plan Sponsor designate the following individual(s) to serve as its representatives with respect to this Contract. Representatives are designated as one of the following:

Agent, including Career Agent – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, registered representative of Voya Financial Advisors, Inc. and receives commission based compensation.

Broker – (Non Voya FA Only) – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, but affiliated with a broker-dealer other than Voya Financial Advisors, Inc. and receives commission based compensation.

Salaried Enroller – Voya Retirement Insurance and Annuity Company employees who will not receive commission based salary and are registered representatives of Voya Financial Advisors, Inc.

Agent Broker Salaried Enroller

Representative Name Seth Crosby Last 4 Digits SSN 0203

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 051 Rep # 866 % Participation 100% (Loc. Code)

Agent Broker Salaried Enroller

Representative Name Jonathan Cox Last 4 Digits SSN 9145

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 051 Rep # 994 % Participation 100% (Loc. Code)

Agent Broker Salaried Enroller

Representative Name _____ Last 4 Digits SSN _____

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 051 Rep # % Participation _____ (Loc. Code)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN101422642-Voya-GAW-21-22	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Allu Insurance Co</td> <td style="text-align: right;">19399</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA</td> <td style="text-align: right;">19445</td> </tr> <tr> <td>INSURER C : New Hampshire Ins Company</td> <td style="text-align: right;">23841</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allu Insurance Co	19399	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445	INSURER C : New Hampshire Ins Company	23841	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Allu Insurance Co	19399														
INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445														
INSURER C : New Hampshire Ins Company	23841														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169															

COVERAGES **CERTIFICATE NUMBER:** ATL-005298409-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. Coverage <input checked="" type="checkbox"/> Host Liquor is included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL1947044	05/30/2021	05/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA1722446 (AOS) CA1722447 (MA)	05/30/2021	05/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL \$1,000 DED \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC048426112 (AOS) WC048426113 (CA) WC048426114 (FL) WC048426115 (MA,ND,OH,WA, WI,WY)	05/30/2021	05/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract 415020.
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER **CANCELLATION**

Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent 100 Metropolitan Courthouse Nashville, TN 37201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
--	--

ENDORSEMENT

This endorsement, effective 12:01 A.M. 05/30/2021 forms a part of

Policy No. CA 1722446 issued to VOYA FINANCIAL, INC.

by Nat'l Union Fire Ins Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

**Authorized Representative or
Countersignature (in States Where
Applicable)**

Stewart, John (Finance)

From: Hayes, D. (Deltra) <Deltra.Hayes@voya.com>
Sent: Monday, August 23, 2021 2:46 PM
To: Stewart, John (Finance); Moy, B. (Benjamin)
Cc: Cox, J. (Jonathan)
Subject: RE: Metro Contract 415020 Certificate of Insurance
Attachments: cert_ATL_Metropolitan_Government_of_Nashville_and_5298412_1.pdf; cert_ATL_Metropolitan_Government_of_Nashville_and_5298409_1.pdf; VoyaFinancialInc - Client Pack - 2206572.PDF

Importance: High

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Hello John,

Attached are the COIs with the coverage requested. We have added a separate \$3MM excess liability to be applied to the Auto policy. These set of documents meet the requirements of the contract.

Thanks,

Stay safe, Stay well and Stay happy,

DH
Deltra W. Hayes, AIF®, CRPS®
Deltra.Hayes@voya.com
Office: (860) 580-4775
Primary: (281) 793-1564

NYSE: VOYA

Registered representative of and securities offered through Voya Financial Advisors, Inc. (member SIPC)



Please consider the environment.
Only print if needed.

From: Stewart, John (Finance) <John.Stewart@nashville.gov>
Sent: Tuesday, August 17, 2021 3:12 PM
To: Hayes, D. (Deltra) <Deltra.Hayes@voya.com>; Moy, B. (Benjamin) <Benjamin.Moy@voya.com>

Cc: Cox, J. (Jonathan) <Jonathan.Cox@voya.com>
Subject: RE: Metro Contract 415020 Certificate of Insurance

Thank you for the response Deltra. Unfortunately that hadn't made it into the file for the contract yet but I will add it now. There was an issue with the amount for the General Liability and the automobile liability coverage amounts. According to the language in the originally executed contract they coverage amounts on both of those should be \$5,000,000.00, but on the COI I just received they are on \$1,000,000.00. If you could update these and send them back to me I would be greatly appreciative. Thank you in advance.

From: Hayes, D. (Deltra) <Deltra.Hayes@voya.com>
Sent: Tuesday, August 17, 2021 3:02 PM
To: Stewart, John (Finance) <John.Stewart@nashville.gov>; Moy, B. (Benjamin) <Benjamin.Moy@voya.com>
Cc: Cox, J. (Jonathan) <Jonathan.Cox@voya.com>
Subject: RE: Metro Contract 415020 Certificate of Insurance

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Good afternoon,

Attached is the email provided to Procurement in June 2021 to meet the requirement of contract 415020.

Please let us know if you are requesting a different document.

Stay safe, Stay well and Stay happy,

DH
Deltra W. Hayes, AIF®, CRPS®
Deltra.Hayes@voya.com
Office: (860) 580-4775
Primary: (281) 793-1564

NYSE: VOYA

Registered representative of and securities offered through Voya Financial Advisors, Inc. (member SIPC)



Please consider the environment.

Only print if needed.

From: Stewart, John (Finance) <John.Stewart@nashville.gov>
Sent: Tuesday, August 17, 2021 2:44 PM
To: Moy, B. (Benjamin) <Benjamin.Moy@voya.com>
Cc: Hayes, D. (Deltra) <Deltra.Hayes@voya.com>
Subject: Metro Contract 415020 Certificate of Insurance

In review of contract 415020 I noticed that we do not have a current COI on file to meet the qualifications for the contract. If you could please respond to this email with your updated Certificate of Insurance that meets the requirements of the attached executed contract and checklist so that I can process the amendment in front of me, I would be greatly appreciative. Please let me know if you have any questions.

John Stewart
Procurement Officer 2
Metro Nashville Department of Finance
Procurement Division
730 2nd Avenue S
Nashville, TN 37210
615-862-6163

----- NOTICE: The information contained in this electronic mail message is confidential and intended only for certain recipients. If you are not an intended recipient, you are hereby notified that any disclosure, reproduction, distribution or other use of this communication and any attachments is strictly prohibited. If you have received this communication in error, please notify the sender by reply transmission and delete the message without copying or disclosing it.

=====

----- NOTICE: The information contained in this electronic mail message is confidential and intended only for certain recipients. If you are not an intended recipient, you are hereby notified that any disclosure, reproduction, distribution or other use of this communication and any attachments is strictly prohibited. If you have received this communication in error, please notify the sender by reply transmission and delete the message without copying or disclosing it.

=====



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN101422642-ING-PROF-21-22	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : (See Attached)</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : (See Attached)		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : (See Attached)															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169															

COVERAGES **CERTIFICATE NUMBER:** ATL-004490130-23 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	FINANCIAL INSTITUTION PROFESSIONAL LIABILITY			(See Attached)	05/02/2021	05/02/2022	In excess of \$50,000,000 each claim & in the aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Metropolitan Nashville Davidson County 730 2nd Avenue South, Ste. 101 Nashville, TN 37210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Ronald A. Santaniello <i>Ronald A. Santaniello</i>
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.	NAMED INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169	
POLICY NUMBER	EFFECTIVE DATE:	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> CARRIER </td> <td style="width: 50%; vertical-align: top;"> NAIC CODE </td> </tr> </table>		CARRIER
CARRIER	NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Primary Coverage

Professional Liability (Insurance Company Professional Liability)

Carrier: ACE American Insurance Company

Policy Number: DON G23673046 009

Limit: \$10,000,000 each claim & in the aggregate

Retention: \$ 10,000,000

Professional Liability (Investment Management Insurance)

Carrier: ACE American Insurance Company

Policy Number: G25543427 006

Limit: \$10,000,000 each claim & in the aggregate

Retention: \$ 10,000,000

 Excess Blended Coverage:

Policy Number: 01-249-62-11

Carrier: National Union Fire Insurance Company of Pittsburgh, Pa.

Limit: \$10M x \$10M

Policy Number: ELU174574-21

Carrier: XL Specialty Insurance Company

Limit: \$10M x \$20M

Policy Number: FL5ML00114-211

Carrier: Everest National Insurance Company

Limit: \$10M x \$30M

Policy Number: 47-EPF-307641-03

Carrier: Berkshire Hathaway Specialty Insurance Company

Limit: \$10M x 40M

Policy Number: 592394362

Carrier: Continental Casualty Company

Limit: \$10M x \$50M

Policy Number: P-001-000303722-02

Policy Paper Written On: Axis Insurance Company

Limit: \$10M x 60M

Policy Number: BLX9300009-07

Policy Paper Written On: Arch Insurance Company

Limit: \$10M x \$70M

Policy Number: FIN-000537-0001

Policy Paper Written On: Atlantic Specialty Insurance Company



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Limit: \$10M x \$80M

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2022008Date Received: July 22, 2021

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Deferred Compensation Services Contract Number: 415020 Amendment Number: N/A
 Requesting Department: Finance- Treasury Requesting Departmental Contact (Name & #): Michell Bosch 615-862-6154
 Contractor's Business Name: Voya Retirement Insurance Name of Contract Signatory: Benjamin Moy
 Contract Signatory Email Address: Benjamin.Moy@voya.com
 Address: One Orange Way City: Windsor ST: CT Zip: 06095

Revision Accomplishes: Check all that apply

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>08/04/2025</u>	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:BU Number: 12600167 Fund #: 80167 Any Other Accounting Info:

Procurement will route in DocuSign for Signature

Department Requester _____

Michell Bosch

Requesting Department Director's Signature of Approval _____

7/23/2021 | 8:16 AM CDT

Date _____

A2022008

CA #: _____

July 22, 2021

Date Received: _____

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R Hernandez Lane **Date:** 7/29/2021 | 5:59 AM C

Contract Abstract

A Matter #:A-37524



Contract Information

Contract & Solicitation Title: Deferred Compensation Services

Contract Summary: Deferred Compensation Services

Contract Number: 415020 Solicitation Number: 950592 Requisition Number: NA

Type of Contract/PO: Multi-Year Contract

Estimated Start Date: 9/5/2017 Estimated Expiration Date: 8/4/2022

Estimated Contract Life Value: 1,890,000.00 Fund: 80167 BU: 12600167

Selection Method: RFP

Procurement Staff: Stephen Pitman BAO Staff: Joe Ann Carr

Department(s) Served: Treasury

Contractor Information

Contracting Firm: Voya Retirement Insurance

Address 1: One Orange Way

Address 2:

City: Windsor State: CT Zip: 06095

Contractor is (Check all that apply): SBE SDV MBE WBE

Company Contact: Deltra Hayes Email Address: deltra.hayes@voya.com

Phone #: 281-793-1564 E1#: 405548

Contract Signatory: Benjamin Moy Email Address: Benjamin.Moy@voya.com

Subcontractor Information

Small Business Program: SBE/SDV Participation Amount: \$36,000.00
 Percent, if applicable: 3%

Procurement Nondiscrimination Program: No M/WBE Participation Amount: \$0.00
 Percent: 0%

Federal Disadvantaged Business Enterprise: No Amount: \$0.00

* Amounts and/or percentages are not exclusive

Summary of Offers

	Score (RFQ Only)	Evaluated Cost	Result
<u>Voya</u>	<u>95</u>	<u>\$1,189,566.00</u>	<u>Awarded</u>
<u>MassMutual</u>	<u>77</u>	<u>\$1,403,200.00</u>	<u>Evaluated but not selected</u>
<u>Prudential</u>	<u>74</u>	<u>\$1,437,215.00</u>	<u>Evaluated but not selected</u>
<u>Lincoln Financial</u>	<u>66</u>	<u>\$1,856,135.00</u>	<u>Evaluated but not selected</u>
<u>VALIC</u>	<u>61</u>	<u>\$1,811,530.00</u>	<u>Evaluated but not selected</u>

1. GOODS AND SERVICES CONTRACT

1.1 Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Voya Retirement and Insurance Company** located at One Orange Way, Windsor CT, 06095 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 Contract consists of the following documents:

- *The Contract Document*
- *The solicitation documentation for RFQ# 950952 and affidavit(s) (all made a part of this contract by reference),*
- *CONTRACTOR's response to the solicitation,*
- *Purchase Orders (and PO Changes),*
- *This document, including exhibits*
 - *Exhibit A, Pricing, Performance Standards, Plan Administrative Service Agreement, Trust Agreement, Fixed Account Contract*
 - *Exhibit B, Contractor Supplied Insurance Forms,*
 - *Exhibit C, TD Ameritrade Plan Sponsor Agreement*
 - *Exhibit D, Contract Holder Direction and Acknowledgement Form*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and/or services as briefly described below and more fully defined in the solicitation.

Provide investment management, recordkeeping/administration, custodial trustee, and communication/education for Metro I.R.S. Section 457 Deferred Compensation Plan.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on or about July 1, 2017 (beginning date) and this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the begin date or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

Compensation. CONTRACTOR will receive compensation from asset based fees derived from the investment offerings in the plan. No direct payment will be made by METRO to the CONTRACTOR. The pricing details are demonstrated in Exhibit A.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract except those charges and fees for optional services as identified in this Contract within Schedule 6 to Exhibit A – Retirement Plan Services Agreement. Should invoicing apply, METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office. This amount of escalation is subject to the process identified in Exhibit B (if allowed).

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House). Exhibit C.

4.6. Reserved.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days to pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the

right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

4.8. Contingent Fees.

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance using commercially reasonable efforts within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

Either METRO or the Contractor may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR the other party. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS.

CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.

Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.

- A. The consideration and contact of minority-owned and/or woman-owned business enterprised (MWBE) was required for a *Responsive* offer.
- B. The provision of the following items was a part of the proposal package. The forms for compliance with the Procurement Nondiscrimination Program are made a part of this contract by reference.

1. Covenant of Nondiscrimination.

Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal/contract).

2. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.

Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of the several required responses on the form.

3. Letter of Intent to Perform as a Subcontractor/Joint Venture.

In the event that a proposer submits the use subcontractors, suppliers and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venture must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter.

4. Registration and Certification.

To be considered for the purpose of being Responsible, the subcontractor, supplier and/or joint venture must be registered online with METRO by the proposal due date. Certification is required by the filing date of the contract with the METRO Clerk's Office.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

Voya will name Metro as the additional Insured as it relates to Commercial General Liability.

7.2. Errors and Omissions Insurance

In the amount of five million (\$5,000,000.00) dollars

7.3. General Liability Insurance

In the amount of five million (\$5,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of five million (\$5,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR. As noted in 7.1, Voya will name METRO as additional insured for Commercial General Liability.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7 Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK
MANAGEMENT METROPOLITAN
COURTHOUSE, SUITE 108 PO BOX
196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies, for review only, if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to

maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance. If any claims are asserted in relation to services provided under this contract, Voya would bear responsibility for settling any such claims.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy (ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain

unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information".

Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach as soon as possible, but in no event more than 48 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element

which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software that is consistent with industry standard. For example, at present Voya uses Symantec Endpoint Protection. Although Symantec Endpoint Protection is not ICSA Labs Certified nor AV-Test approved, the Symantec Endpoint Protection suite is certified by the Common Criteria as Evaluation Assurance Level (EAL)2+; ALC_FLR.2. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action.

CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by

CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless

permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft SkyDrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties.

None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract, and such failure or breach is not cured within thirty (30) days following written notice to the CONTRACTOR.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO, provided, however, that the CONTRACTOR may assign its non-material, non-client facing obligations under this Contract without the prior written consent of METRO.. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT

**DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

8.28. Notices and Designation of Agent for Services of Process.

A. All notices to METRO shall be mailed or hand delivered to:

METRO PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

B. Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY
Attention: Deltra W Hayes, Vice President
Address: One Orange Way, Windsor, CT 06095

Telephone: 281-793-1564
E-mail Deltra.Hayes@voya.com

With copy to: Voya Retirement Insurance and Annuity Company
Attn: Deputy General Counsel
Legal Department, C2N
One Orange Way
Windsor, CT 06095

C. CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is serviced upon this agent:

Designated Agent: SAME AS ABOVE

8.29. Effective Date.

This contract shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 415020

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Voya Retirement Insurance and Annuity Company

Attention: Deltra Hayes

Address: One Orange Way, Windsor, CT 06095

Telephone: 281-793-1564

Fax: 860-580-1560

E-mail: deltra.hayes@voya.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Voya Retirement Insurance and Annuity Company

Attention: Jonathan Cox

Address: One Orange Way, Windsor, CT 06095

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 415020

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

DocuSigned by:
Tom Eddleman
Dept. / Agency / Comm. Head or Board Chair. DS
DF
Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

DocuSigned by:
Michelle A. Hernandez Lane
Purchasing Agent DS
SP
Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Talia Lomax O'dneal
Director of Finance DS AN OMB DS kG BA

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Jason P. Bobo
Metropolitan Attorney DS
BL
Insurance

FILED BY THE METROPOLITAN CLERK:

DocuSigned by:
Elizabeth Waites 10/9/2017
Metropolitan Clerk Date

CONTRACTOR

Voya Retirement Insurance and Annuity Company
Company Name

DocuSigned by:
Benjamin Moy
Signature of Company's Contracting Officer

Benjamin Moy
Officer's Name

Vice President
Officer's Title

AGENCY CUSTOMER ID: J01525

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY *MARSH USA, INC.		NAMED INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Policy No. WC055816124 (IL, KY,NC,NH,UT)
 Carrier: New Hampshire Insurance Company
 Effective Date: 05/30/2017 - 05/30/2018

Policy No. WC055816125 (NJ, PA)
 Carrier: New Hampshire Insurance Company
 Effective Date: 05/30/2017 - 05/30/2018

Policy No. WC055816122 (FL)
 Carrier: Illinois National Insurance Company
 Effective Date: 05/30/2017 - 05/30/2018

Policy No. WC055816126 (MA, ND, OH, WA, WI,WY)
 Carrier: New Hampshire Insurance Company
 Effective Date: 05/30/2017 - 05/30/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 J10525-ING-PLFIB-17-18	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PHONE (A/C, No, Ext):</td> <td style="width: 30%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : (See Attached)</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : (See Attached)		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
PHONE (A/C, No, Ext):	FAX (A/C, No):																		
E-MAIL ADDRESS:																			
INSURER(S) AFFORDING COVERAGE																			
INSURER A : (See Attached)																			
INSURER B :																			
INSURER C :																			
INSURER D :																			
INSURER E :																			
INSURER F :																			
INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169																			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 70%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>		PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$		E.L. DISEASE - EA EMPLOYEE		\$		E.L. DISEASE - POLICY LIMIT		\$
	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$																				
	E.L. DISEASE - EA EMPLOYEE		\$																				
	E.L. DISEASE - POLICY LIMIT		\$																				
A	PROFESSIONAL LIABILITY AND F.I. BOND			(See Attached)	05/02/2017	05/02/2018	In excess of \$50,000,000 each claim & in the aggregate																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

AGENCY CUSTOMER ID: J10525

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, INC.		NAMED INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy Period: 05/02/2017 - 05/02/2018

Primary Coverage

Professional Liability (Insurance Company Professional Liability)

Carrier: ACE American Insurance Company

Policy Number: DON G23673046 005

Limit: \$10,000,000 each claim & in the aggregate

Retention: \$5,000,000

Professional Liability (Investment Management Insurance)

Carrier: ACE American Insurance Company

Policy Number: DON G25543427 002

Limit: \$10,000,000 each claim & in the aggregate

Retention: \$5,000,000

Financial Institution (F.I.) Bond

Carrier: ACE American Insurance Company

Policy Number: DON G25543300 002

Limit: \$10,000,000 each claim & in the aggregate

Deductible: \$2,500,000

 Policy Period: 05/02/2017 - 05/02/2018

Excess Blended Coverage (IMI/ICPL/F.I. Bond)

Carrier: National Union Fire Insurance Company of Pittsburgh, PA

Policy Number: 01-406-50-95

Limit: \$10,000,000 each claim & in the aggregate (\$10M x \$10M)

Carrier: XL Specialty Insurance Company

Policy Number: ELU149618-17

Limit: \$10,000,000 each claim & in the aggregate (\$10M x \$20M)

Carrier: Everest National Insurance Co. (\$10M x \$30M)

Policy Number: FL5ML00114-171

Limit: \$10,000,000 each claim & in the aggregate

Carrier: U.S. Specialty Insurance Company (\$10M x \$40M)

Policy Number: 24-MGU-17-A40495

Limit: \$10,000,000 each claim & in the aggregate

Excess Professional Liability Only (IMI/ICPL Only)

Carrier: Continental Casualty Company (\$10M x \$50M) (IMI/ ICPL E&O ONLY)

Policy Number: 592394362

Limit: \$10,000,000 each claim & in the aggregate

AGENCY CUSTOMER ID: J10525

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, INC.		NAMED INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Carrier: Axis Insurance Company (\$10M x \$60M) (IMI/ ICPL E&O ONLY)
 Policy Number: MNN773793/01/2017
 Limit: \$10,000,000 each claim & in the aggregate

Carrier: Arch Insurance Company (\$10M x \$70M) (IMI/ ICPL E&O ONLY)
 Policy Number: BLX9300009-03
 Limit: \$10,000,000 each claim & in the aggregate

Carrier: Freedom Specialty Insurance Company (\$10M x \$80M) (IMI/ ICPL E&O ONLY)
 Policy Number: XMF1702268
 Limit: \$10,000,000 each claim & in the aggregate

Carrier: Markel American Insurance Company (\$10M x \$90M) (IMI/ ICPL E&O ONLY)
 Policy Number: MKLM6EL0003018
 Limit: \$10,000,000 each claim & in the aggregate

Excess F.I. Bond Only

Carrier: Lloyd's of London
 Policy Number: B0509FINFW1700104
 Limit: \$25,000,000 each claim & in the aggregate (\$25M x \$50M)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 J10525-ING-50K-17-18	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Illinois National Insurance Company</td> <td style="border: none;">23817</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois National Insurance Company	23817	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Illinois National Insurance Company	23817														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Network Security & Privacy Liability			(See Attached)	05/02/2017	05/02/2018	In excess of (ea. claim): 50,000,000 and in the aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

AGENCY CUSTOMER ID: J10525

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Voya Financial, Inc. 230 Park Avenue New York, NY 10169	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy Period: 05/02/2017 - 05/02/2018

Primary Coverage

Network Security & Privacy Liability
 Carrier: Illinois National Insurance Company
 Policy Number: 01-382-40-24
 Limit: \$15,000,000 each claim & in the aggregate
 Retention: \$2,500,000

 Policy Period: 05/02/2017 - 05/02/2018

Excess Network Security & Privacy Liability Coverage

Carrier: Greenwich Insurance Company
 Policy No.: MTE 9032207 02
 Limit: \$10,000,000 each claim and in the aggregate (\$10M x \$15M)

Carrier: Axis Insurance Company
 Policy No.: MNN 787272/01/2017
 Limit: \$10,000,000 each claim and in the aggregate (\$10M x \$25M)

Carrier: National Liability & Fire Insurance Company
 Policy No.: 43-EPP-302483-02
 Limit: \$10,000,000 each claim and in the aggregate (\$10M x \$35M)

Carrier: Freedom Specialty Insurance Company
 Policy No.: XMF1702277
 Limit: \$10,000,000 each claim and in the aggregate (\$10M x \$45M)

Carrier: Markel American Insurance Company
 Policy No.: MKLM7PL0001401
 Limit: \$10,000,000 each claim and in the aggregate (\$10M x \$55M)

Carrier: Illinois National Insurance Company
 Policy No.: 01-393-00-51
 Limit: \$10,000,000 each claim and in the aggregate (\$10M x \$65M)

Carrier: Berkley Insurance Company
 Policy No.: BCRS2-2000006
 Limit: \$5,000,000 each claim and in the aggregate (\$5M x \$75M)

Carrier: Lloyd's of London
 Policy No.: TBD
 Limit: \$20,000,000 each claim and in the aggregate (\$20M x \$80M)



Plan Sponsor Agreement and New Account Form

(Governmental Plans)

PO Box 2226 ■ Omaha, NE 68103-2226

Fax: 800-914-8980

1. INTRODUCTION

This Plan Sponsor Agreement and New Account Form ("Plan Sponsor Agreement") is entered into by and among Voya Inst Trust as the trustee or custodian ("Trustee/Custodian") of the Metro Govt of Nashville & Davidson County 457 Deferred Comp ("Plan"), Metropolitan Government of Nashville & Davidson County ("Plan Sponsor") as the Plan Sponsor of the Plan, the Plan's Recordkeeper ("Recordkeeper"), and TD Ameritrade, Inc. ("TD Ameritrade"). The Plan Sponsor is executing this Plan Sponsor Agreement and New Account Form as a Plan Fiduciary on behalf of the Plan.

The Trustee/Custodian has been directed by the Plan Sponsor to enroll the Plan in the TD Ameritrade Self-Directed Brokerage Account ("SDBA") program provided through TD Ameritrade. By filling out the information on this form and signing this Plan Sponsor Agreement, the Plan Sponsor acknowledges that the Plan (or the related trust or custodial account agreement, as applicable, if any ("Trust")) permits the Plan Sponsor to direct the Trustee/Custodian to establish a Plan-level brokerage account ("Plan-level Account") at TD Ameritrade and to allow the Participants of the Plan who execute a TD Ameritrade Account Agreement Form for a Self-Directed Brokerage Account for Plan Participants ("TD Ameritrade Individual Account Agreement") with and accepted by TD Ameritrade ("SDBA Participants") to establish an Individual account with TD Ameritrade.

This Plan Sponsor Agreement constitutes the terms and conditions governing the account(s) established by the Trustee/Custodian at the direction of the Plan Sponsor.

2. PLAN INFORMATION

Plan Name: <u>Metro Govt of Nashville & Davidson County 457 Deferred Comp Plan</u>		Provider Plan Number: <u>664146</u>
Plan Tax ID Number: <u>62-0694743</u>		Plan Year End Date (ex., 12/31): <u>0 6 -3 0</u>
Plan Type (401(a), 401(k), 457, 403(b), or other): <u>457(b)</u>		
Plan Fiduciary Name: <u>Metropolitan Government of Nashville & Davidson County</u>		
Plan Fiduciary Contact Name: <u>Tom J. Eddlemon</u>		Title: <u>Treasurer</u>
Street Address: <u>700 2nd Ave. S., Suite 205</u>		
City: <u>Nashville</u>	State: <u>TN</u>	ZIP Code: <u>3 7 2 1 9</u>
Phone Number: <u>6 1 5 -8 8 0 -2 8 1 8</u>		Plan Fiduciary Primary Contact Email: <u>tom.eddlemon@nashville.gov</u>
Plan Sponsor Name: (if different from Plan Fiduciary)		
Plan Sponsor Primary Contact Name: <u>Tom J. Eddlemon</u>		Title: <u>Treasurer</u>
Type of Business: <u>Government</u>		State of Incorporation: <u>TN</u>
Street Address: <u>700 2nd Ave. S., Suite 205</u>		
City: <u>Nashville</u>	State: <u>TN</u>	ZIP Code: <u>3 2 2 1 9</u>
Phone Number: <u>6 1 5 -8 8 0 -2 8 1 8</u>		Sponsor Contact Email: <u>tom.eddlemon@nashville.gov</u>
Plan Trustee/Custodian Name: <u>Voya Institutional Trust Company</u>		
Trustee/Custodian Contact Name: <u>Andrew Levesque</u>		Title: <u>Vice President</u>
Street Address: <u>One Orange Way</u>		
Phone Number: <u>8 6 0 -5 8 0 -2 5 1 1</u>		ZIP Code: <u>0 6 0 9 5</u>
City: <u>Windsor</u>	State: <u>CT</u>	



The Participant's address and phone number will be the primary contact information on each account established.

1. By execution of a TD Ameritrade Fee Payment and Limited Authorization Form, a Participant may grant authority to a TD Ameritrade eligible independent Registered Investment Advisor ("RIA") to trade for their benefit within their SDBA and authorize TD Ameritrade to pay the RIA fees from their SDBA. Yes No
2. Provide duplicate Participant TD Ameritrade account statements to Plan Sponsor? Yes No
3. Provide duplicate Participant TD Ameritrade account statements to Plan Trustee/Custodian? Yes No
4. Phone Number that we should provide to Participants if they call our help desk with Plan-related questions: (800) 584-6001

3. ACCOUNT ESTABLISHMENT

The Plan-level Account shall be established in the name of the Trustee/Custodian for the interest of the Plan. In addition, separate SDBAs shall be established in the name of the Trustee/Custodian for the interest of the Plan related to each SDBA Participant who executes an electronic TD Ameritrade Individual Account Agreement (each, a "Participant Account"). In addition to the provisions of this Plan Sponsor Agreement and the Services Agreement, as applicable, each Participant Account shall be subject to the TD Ameritrade Client Agreement for the Self-Directed Brokerage Account for Plan Participants ("Client Agreement") of the TD Ameritrade Individual Account Agreement executed by the SDBA Participant.

The Plan Sponsor, pursuant to the Plan, has directed the Trustee/Custodian to execute this Plan Sponsor Agreement under which TD Ameritrade is authorized to act upon the instructions of each SDBA Participant pursuant to the Client Agreement of this Plan Sponsor Agreement and the TD Ameritrade Individual Account Agreement. The Trustee/Custodian, acting pursuant to the direction of the Plan Sponsor, authorizes TD Ameritrade to act on instructions received from an SDBA Participant pursuant to the SDBA Participant's TD Ameritrade Individual Account Agreement.

4. INVESTMENT RESTRICTIONS

The Plan Sponsor is responsible for informing Plan Participants of any restrictions on Plan investments. The following are the global restrictions ("Excluded Transactions") applicable to the Plan, which are in addition to any further restrictions you have specified below:

- Sell short
- Use margin
- Trade options (unless options are allowed as designated in Section 5, Options Trading)
- Trading on foreign exchanges
- Trade currencies
- Trade private limited partnerships
- Trade bulletin board stocks
- Alternative Investments
- Trade pink sheets stocks (those over-the-counter stocks, which are not carried in daily over-the-counter newspaper listings for the NASDAQ and which are generally quoted via the National Quotation Bureau)
- Trade futures/commodities
- Trade promissory notes
- Trade real estate/property outside of a public Real Estate Investment Trust
- Trade collectibles
- Trade municipal bonds

Please specify any restrictions on Plan investments that, together with: (i) the restrictions listed above as global restrictions; and (ii) those, if any, specified in any service order applicable to the Plan, constitute the excluded transactions for the Plan (use additional pages if necessary).

Or check one of the following restrictions if applicable: Mutual Fund Only (Includes only open-end mutual funds)
 Mutual Fund and ETFs Only

Please list company stock if applicable.

Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:
Equity or Fund Name:	Ticker Symbol:	CUSIP Number:

5. OPTIONS TRADING (Optional)

- Options trading is prohibited for Plans restricted to mutual funds only.
 - Options are not suitable for all investors as the special risks inherent to options trading may expose investors to potentially rapid and substantial losses. Options trading subject to TD Ameritrade review and approval. Please see our website or contact TD Ameritrade at 866-766-4015 for options disclosure documents. Carefully read these documents before investing in options.
 - By checking one of the following boxes, I affirm that the Plan Document allows for trading options.
- If checked, under the Plan Document and applicable law, Participants are authorized to sell covered options contracts (Tier 1) contingent on TD Ameritrade approval.
- Tier 1**
Write covered calls
- If checked, under the Plan Document and applicable law, Participants are authorized to purchase options contracts and sell covered options contracts (Tier 2), contingent on TD Ameritrade approval.
- Tier 2**
Purchase options
Write covered calls

6. SWEEP VEHICLE

TD Ameritrade FDIC Insured Deposit Account. If the IDA is my Designated Sweep Vehicle, the available cash in my Account will be automatically deposited at TD Bank, N.A. ("TD Bank"); TD Bank USA, N.A. ("TD Bank"); or both (individually, the "Bank" or collectively, the "Banks") your affiliates. The IDAs at the Banks are money market deposit accounts held in the name of the Clearing for the Benefit of its customers. You have arranged the IDAs and account records in such a way that "pass through" FDIC insurance is available to me as if I had opened the IDAs directly in my own name. As a result, my funds at each Bank will be eligible for FDIC insurance in an amount equal to \$250,000 for principal and accrued interest per depositor in each recognized legal capacity (for example, Individual, Joint, IRA). Such insurance will cover my money in each IDA, together with any other deposits held at each Bank in the same legal capacity (for example, Individual, Joint, IRA). Questions about FDIC insurance coverage may be directed to you. Information also may be obtained by contacting the FDIC, by letter (550 17th St, N.W. Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 [TDD], or 202-942-3100) by email (dcainetnet@fdic.gov), or by accessing the FDIC website at www.fdic.gov.

7. ACCOUNT PROTECTION

I certify by signing below that I am of legal age and capacity, and have legal authority to execute this application. I have access to a current Prospectus or Terms and Conditions for the money market account selected and agree to the Terms and Conditions herein and those in the current Prospectus. It is my responsibility to read the Prospectus of any fund into which I exchange.

Balances held in the brokerage account are covered by the Securities Investor Protection Corporation (SIPC) for up to \$250,000. TD Ameritrade is a member of the Securities Investor Protection Corporation ("SIPC"), which protects securities customers of its members up for \$500,000 (including \$250,000 for claims for cash). Explanatory brochure is available on request at www.sipc.org.

Additionally, TD Ameritrade provides each client \$149.5 million worth of protection for securities and \$2 million of protection for cash through supplemental coverage provided by London insurers. In the event of a brokerage insolvency, a client may receive amounts due from the trustee in bankruptcy and then SIPC. Supplemental coverage is paid out after the trustee and SIPC payouts and under such coverage each client is limited to a combined return of \$152 million from a trustee, SIPC, and London insurers. The TD Ameritrade supplemental coverage has an aggregate limit of \$500 million over all customers. This policy provides coverage following brokerage insolvency and does not protect against loss in market value of the securities.

8. DELEGATION OF AUTHORITY TO RECORDKEEPER

By signing this Plan Sponsor Agreement, the Trustee/Custodian acknowledges that: Recordkeeper has the ability to instruct TD Ameritrade with respect to the establishment of the Plan-level Account and multiple Participant Accounts; and the Trustee/Custodian, as directed by the Plan Sponsor, has the authority to delegate additional powers to Recordkeeper. The following additional powers are hereby delegated to Recordkeeper by the Trustee/Custodian:

- (i) **Relay Trading Authorization.** Instruct TD Ameritrade to execute trades in the Plan-level Account under limited circumstances and to liquidate Plan-level Account assets upon instruction from the Plan Sponsor.
- (ii) **Disbursement Authorization to Account Registration.** Instruct TD Ameritrade to disburse Plan funds to accounts that are registered to the Trustee/Custodian(s) at TD Ameritrade or another financial institution.

Relay Trading Authorization. Recordkeeper may direct TD Ameritrade as to the investment of the Plan-level Account under limited circumstances, as to the liquidation of any such Account as needed, and to take other actions necessary or incidental to the execution of such instructions. TD Ameritrade, and other persons to whom TD Ameritrade has given instructions in order to implement Recordkeeper's instructions, may rely on Recordkeeper's instructions without obtaining any approval, counter-signature, or co-signature.

Authority to Disburse to Account Registration. Recordkeeper may direct TD Ameritrade to remit checks, wire funds, and otherwise make disbursement of funds held in the Plan-level Account to banks and other financial institutions for the Plan's benefit. Accordingly, TD Ameritrade is authorized to take such actions, upon Recordkeeper's written instructions.

Authority to Sign Ancillary Agreements. Recordkeeper may sign and deliver to TD Ameritrade any ancillary agreements required by TD Ameritrade to be signed and delivered on behalf of the Trustee/Custodian in connection with the administration of the Plan's accounts with TD Ameritrade.

The Trustee/Custodian may revoke this delegation of authority at any time by giving written notice to TD Ameritrade.

By signing this Plan Sponsor Agreement, the Trustee/Custodian authorizes TD Ameritrade to provide to Recordkeeper information regarding the Plan-level Account and the Participant Accounts.

9. AGREEMENT OF TRUSTEE/CUSTODIAN AND PLAN SPONSOR

The Trustee/Custodian, by signing this Plan Sponsor Agreement at the direction of the Plan Sponsor, hereby requests that TD Ameritrade open the Plan-level Account and also a Participant Account for the benefit of each SDBA Participant. All parties hereto shall be bound by the terms of this Plan Sponsor Agreement (which includes written agreements, if any, between the Plan Sponsor, the Trustee/Custodian or Recordkeeper, and TD Ameritrade).

The Plan Sponsor certifies that the Trust underlying the Plan (if any) is not subject to backup withholding because the Plan is an organization exempt from federal income tax under the Internal Revenue Code.

Each party represents, warrants, and certifies that the representations made by it in this Plan Sponsor Agreement are true, complete, and accurate. The Plan Sponsor and the Trustee/Custodian each represent, warrant, and certify that the Trust (if any) is in full force and effect and has not been revoked, modified, or amended in any manner, which would cause the representations made by each as contained in this Plan Sponsor Agreement to be inaccurate or incorrect. TD Ameritrade will rely on this Plan Sponsor Agreement and upon the representations made herein unless and until it receives a written notice of changed Trustee/Custodian or written notice of any events affecting the Plan Sponsor's powers described above. The Plan Sponsor agrees to send written notice promptly to TD Ameritrade of any change in Trustee/Custodian, or any amendment or modification to the Trust, which would cause the representations contained in this Agreement to be or become inaccurate or of the occurrence of any event, which would affect the Trust's revocability, the Trustee/Custodian's or the Plan Sponsor's powers, or any representations made in this Agreement.

TD Ameritrade's liability, if any, for the performance of the brokerage services and related services to the SDBA Participants is exclusively set forth in the TD Ameritrade Client Agreement. **To the extent permitted by the law of the State of Tennessee, TD Ameritrade shall have no liability to the Plan Sponsor, the Trustee/Custodian, the Plan, or any of its Participants with respect to the performance or non-performance of the services of any third party for any special, incidental, indirect, punitive, exemplary, or consequential damages.**

The representations and obligations stated herein shall survive termination of the Trust (if any) and the Individual Account Agreements relating to the Participant Accounts. To the extent not controlled by federal law, this Agreement shall be governed by the law of the State of Tennessee.

Responsibility for Investment Decisions. The Plan Sponsor and the Trustee/Custodian each acknowledge and agree that:

- TD Ameritrade will merely execute trades as directed by Participant or Recordkeeper acting on behalf of the Plan Sponsor or Trustee/Custodian in accordance with the delegation above;
- TD Ameritrade does not give legal or tax advice, and will not advise the Plan Sponsor, the Trustee/Custodian, or Recordkeeper concerning the nature, potential value, or suitability of any particular security, transaction, or investment strategy;
- TD Ameritrade is not acting as a fiduciary;
- The Plan Sponsor (and not TD Ameritrade) is responsible for investigating and selecting the Plan's Recordkeeper;
- Recordkeeper is not affiliated with or controlled or employed by TD Ameritrade, and TD Ameritrade has not approved, recommended, or endorsed Recordkeeper;
- TD Ameritrade has no duty to supervise or monitor trading by Plan or Participant in the Plan-level Account or any Participant Account;
- TD Ameritrade has no duty to review the documents under which the Plan is maintained, to update these documents, or to request a determination letter from the Internal Revenue Service concerning the Plan documents;
- TD Ameritrade has no duty to determine or review allocations of contributions among Participants, or to perform any recordkeeping functions for the Plan; provided that the forgoing shall not affect TD Ameritrade's obligations to furnish accurate account statements to Participants and Recordkeeper, and to provide certain information to the Trustee/Custodian;
- TD Ameritrade has no duty to review Plan investments for compliance with the Internal Revenue Code ("Code") (including determining whether any investments constitute prohibited transactions under the Code) or to determine whether Plan investments will result in exposure to the tax on unrelated business taxable income, or to review the Plan documents to determine whether any investment instructions are in accordance with the terms of the Plan other than to review the transaction for compliance with the previously agreed limitations;
- TD Ameritrade has no duty to assist in complying with any obligations that may be imposed under the Code, including, without limitation, the reporting, Participant disclosure, or other requirements of the Code, if any (except with respect to the furnishing of account statements to Participants and Recordkeeper and such reporting obligations to the Trustee/Custodian);
- TD Ameritrade has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange; and
- Other than complying with its obligations to act as instructed, TD Ameritrade has no duty to assist in complying with any legal obligations that may apply to distributions from the Plan, to determine whether any distributions are required under the "required minimum distribution" rules of the Code, to determine whether any distributions that TD Ameritrade may be instructed to make are properly authorized under the terms of the Plan, or to review any beneficiary designations that may be made by Plan Participants.

ADDITIONAL PROVISIONS

The undersigned hereby certifies that it is the Plan Sponsor of the above-named Plan and further represents and acknowledges the following:

- (i) Please check the applicable box.
 - Plan Sponsor is also the Plan Trustee, which has been named or appointed as provided in Section 403(a) of the Employee Retirement Income Security Act (ERISA).
 - The person identified above as Plan Trustee, which is not the Plan Sponsor, has been named or appointed as provided in Section 403(a) of ERISA;
 - For Plans organized under a custodial account agreement: the person identified above as Plan Custodian has been named or appointed as provided under the Custodial Account Agreement for the Plan;
 - For church or governmental Plans: the person identified above as Plan Trustee has been named or appointed as provided under the trust agreement for the Plan or, for a church Plan, otherwise holds the assets of the Plan for the exclusive benefit of the Plan Participants and their beneficiaries.
- (ii) The information provided in this Plan Sponsor Agreement and New Account Form is correct and complete;
- (iii) If a copy of any initial Service Annex applicable to the Plan has been attached to this Plan Sponsor Agreement and New Account Form, the Plan Sponsor has reviewed and understands the Service Annex (which provides details as to certain Services to be provided to the Plan) and acknowledges the Service Annex is part of this Plan Sponsor Agreement and New Account Form;
- (iv) Each Participant who establishes a TD Ameritrade account, accesses TD Ameritrade's brokerage services, and/or directs the investment of the TD Ameritrade account established for his or her benefit is authorized under the governing instrument(s) of the Plan to do so;
- (v) TD Ameritrade is hereby authorized to receive and act upon information and instructions regarding the Plan's TD Ameritrade account from, and to provide information regarding the Plan's TD Ameritrade account to, the Plan Sponsor, the Plan Trustee, the Plan Custodian, the Plan TPA, and any other person who is so authorized by the Plan, in writing, to TD Ameritrade;
- (vi) The terms and conditions of this Plan Sponsor Agreement and New Account Form are in accordance with all requirements applicable to the Plan under its governing instrument(s) and ERISA, as applicable; and
- (vii) The Plan Sponsor is executing this Plan Sponsor Agreement and New Account Form as a fiduciary on behalf of the Plan and has the authority under the Plan's governing instrument(s) to so execute this Plan Sponsor Agreement and New Account Form, and its execution has been duly authorized in accordance with the provisions of the governing instrument(s) of the Plan and does not violate any agreement with, or require the approval of, any other person.

The Plan Sponsor understands that the Plan's TD Ameritrade account is governed by a predispute arbitration clause, which is set forth in the TD Ameritrade Client Agreement for Self-Directed Brokerage Account for Plan Participants.

Signatures

Trustee/Custodian's Printed Name: Andrew Levesque	Title: Vice President
<input checked="" type="checkbox"/> Trustee/Custodian's Signature:	Date: _____
Plan Sponsor's Printed Name:	Title:
<input checked="" type="checkbox"/> Plan Sponsor's Signature:	Date: _____

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

Exhibit D**CONTRACT HOLDER DIRECTION AND ACKNOWLEDGMENT FORM**

To: Voya Retirement Insurance and Annuity Company (“VRIAC” or “Voya”)

From: Nashville and Davidson County (“Contract Holder,” “County” or “We”)

Re: Group Annuity Contract GA-GOVCC-99 (the “Existing Contract”) issued by VRIAC and mutual funds offered through Voya Institutional Trust (collectively referred to as the Voya Custom Choice Blend Program (“the Existing Program”) for the Nashville and Davidson County, 457(b) Deferred Compensation Plan (Billing Group 666770).

Contract Holder wishes to surrender the Existing Contract and establish the Retirement Choice II Program comprising of a Group Annuity Contract G-FP3-09 (“the Acquired Contract”) (457(b) 664146) issued by VRIAC, and mutual funds through a trust agreement with Voya Institutional Trust (collectively referred to as “the Acquired Program”). Contract Holder wishes to keep the same mutual fund investment options currently held in the Program, and hereby directs VRIAC as follows.

The changes described below are to be effective within thirty days of October 17, 2017 or as soon thereafter as administratively feasible.

Contract-related changes

- We hereby direct VRIAC to establish individual accounts under the Acquired Program (457(b) 664146) for each Participant in the Existing Program.
- Existing assets invested in and future contributions currently allocated to the Voya Fixed Account - 457/401 (which has a 3.00% contractually guaranteed interest rate in Group Annuity Contract GA-GOVCC-99) will transfer to Voya Fixed Plus Account III (which has a 1.00% contractually guaranteed interest rate in Group Annuity Contract G-FP3-09). The guarantees are based on the claims-paying ability of Voya Retirement Insurance and Annuity Company.
- VRIAC will commit to an interest rate of 3.00% for the fixed investment option through June 30, 2019 and the greater of 2.00% or the prevailing crediting rate for the remainder of the contract term.

Investment Option Changes: The following changes will be effective at the close of the New York Stock Exchange (generally, 4:00 p.m.) on October 17, 2017, or as soon thereafter as administratively feasible. We hereby direct VRIAC as follows::

- To keep the current mutual fund investment options the same in the Acquired Program, as was in the Existing Program, we understand that a “Fund Mapping” will occur as illustrated in the following bullets:
- To discontinue the offering the Voya Fixed Account through the Group Annuity Contract (GA-GOVCC-99), and establish a new Fixed Account, Voya Fixed Plus Account III offered through a Group Annuity Contract (G-FP3-09).
- To re-allocate future contributions that would have been allocated to the mutual fund investment options in the Existing Program, to the same mutual fund investment options in the Acquired Program.
- To transfer existing assets in the current Mutual Fund investment options in the Existing Program to the same Mutual Fund investment options in the Acquired Program. To reallocate all future contributions, and transfer existing assets that are, or would have been invested in the Voya Fixed Account 457/401 (Fund 688) to the Voya Fixed Plus Account III (Fund 4020) offered in the Acquired Program.

Acknowledgements and Representations

- We have received the current Voya Retirement Choice II Information Booklet.
- An annual asset based fee of 0.13% will apply to all investment options, including the Fixed Account.
* Please note the fees include an annual reimbursement of \$115,000 equivalent to four (4) bps for Consultant Services.
- If the plan sponsor requests a full withdrawals of plan assets with Voya, the account balances of the variable investment options held in the custodial or trust account will be paid based on plan sponsor direction.

The Company will pay a lump sum from the Voya Fixed Plus Account III for the purpose of paying a Benefit or Surrender from any Participant Account. On the fifth Contract anniversary as measured from the Contract Effective Date, the Contract Holder may terminate this Contract and receive the total amount (100%) in the Fixed Plus Account III in a lump sum payment without a market value adjustment. To initiate the Contract termination and lump sum payment, the Contract Holder must submit a written request for a Full Withdrawal of the total amount in the Fixed Plus Account. This request must be received in good order by the Company's Home Office at least 90 days in advance of the desired liquidation date.

Full withdrawal requests before June 30, 2022 are subject to the standard Contract withdrawal provisions.

- We acknowledge that in order to allow for the Fund Mapping of all individual participants accounts, all plan transactions for the Plan will be suspended from October 16, 2017 until October 19, 2017, or longer if necessary (the "Blackout Period"). We hereby direct VRIAC to impose this Blackout Period in order to accomplish this Fund Mapping.
- We acknowledge that during the Blackout period, participants cannot make or request any transactions, investment changes, address changes, or distributions.
- Participants can contact Voya to make fund transfers or allocation changes to any of the investment options offered to them through the Plan, subject to Voya's Excessive Trading Policy. Participants wishing to transfer their existing assets or change their current allocations prior to the Fund Mapping must do so prior to the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time) on October 16, 2017,
- We understand that we have selected a group annuity to fund the fixed account investment option under tax-deferred arrangements; that the tax laws provide for deferral of taxation on earnings on account balances; and that, although the annuity provides features and benefits that may be of value, they do not provide any additional deferral of taxation beyond that provided by the tax-deferred arrangements themselves.
- We are authorized under the terms of the Nashville and Davidson County 457(b) Plan to direct you to make the changes described above.

By: _____
Authorized Representative of Contract Holder

Its: _____
Print Name and Title

Signed at: _____ on _____
City and State Date

RFQ # 950592 - Deferred Compensation Services					
	Lincoln Financial	MassMutual	Prudential	VALIC	Voya
Background (10 Points)	5	6	6	5	8
Relationship Management (5 Points)	4	2	4	5	5
Administration (10 Points)	3	10	7	5	10
Reporting (10 Points)	8	10	8	5	10
Education/Communication (15 Points)	14	15	14	8	15
Guaranteed Investment Contract (10 Points)	5	2	2	6	10
Conversion (5 Points)	4	5	5	4	5
Subtotal - Technical Score	43	50	46	38	63
Diversity Plan (5 Points)	4	2	3	3	2
Cost Information (30 Points)	19	25	25	20	30
Total Evaluation Scores (100 Points)	66	77	74	61	95

RFP 950592 Deferred Compensation Services

Strengths and Weaknesses

Lincoln Financial:

Strengths: Team approach led by experienced relationship manager that currently serves three relationships and has 18 years of industry experience; Dedicated senior compliance consultant will work with Nashville and relationship manager to perform an annual best practice and compliance review; Reports estimate monthly income and potential account value at retirement and shows personal rate of return; On-line video presentations, gap analysis tool, retirement income module, Morningstar Retirement Manager advice service; Dedicated communication consultant coordinates communication strategy; Minimum Contract Rate (CIC) 1% throughout the contract's life; Dedicated Implementation Partner with 16 years of experience; Express commitment to diversity; Included 6 yr diversity data; Detailed diversity business outreach activity; Mentioned the firm's commitment to prompt payment; Mentioned diversity spend reporting and agreed upon timetable

Weaknesses: Currently administers only one 457 plan with more than 5,000 participants; Limited experience (4 years) providing trust & custody through Lincoln Financial Group Trust Company; Reports provide comprehensive analysis of plan statistics, participant demographic statistics and investment performance, but do not measure retirement readiness; Proposal includes 133 days of annual, Limited on-site rep including on-site days that can be used for group meetings followed up by one-on-one consultations; Limited experience in large plan conversions including 6 plan conversion with more than \$100 million in assets and 2 conversions involving 5,000 employees or more in the past two years; Semi-Annual Crediting Rate Resets (GIC) including intra-year reduced crediting rate potential; Did not mention SMWBE technical assistance, unbundling, and mentoring; Did not specify number of days for payment; Included general monitoring and reporting process.

Massachusetts Mutual Life Insurance:

Strengths: Currently administers 13,457 plans with more than 5,000 participants; Dedicated senior compliance consultant will work with Nashville and relationship manager; Reports estimate monthly income at retirement and personal rate of return, and provides investment allocation recommendation; Reports provide comprehensive analysis of plan statistics, participant demographic statistics and participant retirement readiness analysis; Live webcasts, web seminars, online tools via RetireSmart, one-on-one and group meetings; Proposal includes one full-time local Retirement Education Specialist; Dedicated communication consultant coordinates communication strategy; Annual Crediting Rate Resets (GIC) including minimum

annual crediting rate set annually; 17 conversions involving 5,000 employees or more in the past two years; Express commitment to diversity; Included 5 year data diversity spend.

Weaknesses: MassMutual did not disclose the number of clients Relationship Manager services; Minimum Contract Rate (GIC) including potential for 0% return; Did not mention SMWBE technical assistance, unbundling, and mentoring; Mentioned 30 day vendor payment; Included general monitoring and reporting process

Prudential Retirement Insurance and Annuity Company:

Strengths: Currently administers nine 457 plans with more than 5,000 participants; Relationship Management/Service Model includes team approach led by experienced relationship manager; Relationship Manager currently serves 11 client relationships and has 27 years of experience; Dedicated senior compliance consultant works with Nashville to meet ongoing regulatory and compliance needs; Reports calculate estimated monthly income at retirement and personal rate of return, and shows achievement meter; On-line workshops, retirement income calculator, in-person seminars, and Morningstar Manager Retirement advice service; Field service representatives are available to meet at office located in Nashville; Dedicated communication consultant coordinates communication strategy; 14 conversions involving 5,000 employees or more in the past two years; Dedicated Transition Manager with 20 years of experience; Stated diversity commitment; Included detailed past diversity performance; Included diversity outreach details; Stated commitment to prompt payment and named staff who will monitor and report diversity business participation and payment details.

Weaknesses: Reports provide comprehensive analysis of plan statistics, participant demographic statistics and investment performance, but do not measure retirement readiness; Limited Use of On-Site Rep including one dedicated field service representatives that will provide 1,840 one-on-one consultations and 980 group meetings; Actively seek IRA rollovers; Quarterly/Semi-Annual Crediting Rate Resets (GIC) including intra-year reduced crediting rate potential; Minimum Contract Rate (GIC) includes potential for 0% return; Did not mention SMWBE technical assistance, unbundling, and mentoring; Mentioned 45 day vendor payment.

VALIC:

Strengths: Relationship Management/Service Model includes a team approach led by experienced relationship manager who currently serves five client relationships and has 25 years of experience; Field service representatives are available to meet at physical office located in Brentwood, TN; Dedicated communication consultant coordinates communication strategy; Annual Crediting Rate Resets (GIC) including minimum annual crediting rate set annually; Minimum Contract Rate (GIC) includes 1% throughout the contract's life; Dedicated

Transition Manager with 15 years of experience; Included diversity outreach examples; Included automated, streamlined payments; Specified monthly reporting.

Weaknesses: Currently administers only two 457 plans with more than 5,000 participants; Provides Nashville with regulatory updates but does not provide an annual compliance review or a dedicated resource; Generic plan reports that focus primarily on cash flow; Generic quarterly reports that focus primarily on current allocations and transactions; VALIC charges an additional fee of \$5.25/electronic statement produced by RetireFIT that provides participants with projected income at retirement, a personalized gap analysis, and an individualized action plan to help participants achieve retirement; Limited Use of On-Site Rep including two dedicated field service representatives that will provide 2,000 one-on-one consultations and 150 on-site education days; Limited number of conversions involving 5,000 employees or more in the past two years; Did not state specific project SMWBE commitment; Did not mention SMWBE technical assistance, unbundling, and mentoring.

Voya Service Company:

Strengths: Currently administers 55 457 plans with more than 5,000 participants; Relationship Management/Service Model includes a team approach lead by experienced relationship manager who currently serves eight client relationships and has 27 years of experience; Reports calculate estimated monthly income and shows personal rate of return; Reports provide comprehensive analysis of plan statistics, participant demographic statistics and investment performance, and participant retirement readiness analysis; MyOrangeMoneyOnline provides video presentations, gap analysis tool, retirement income module, and Morningstar Retirement Manager advice service; Field service representatives are available to meet at Voya office located in downtown Nashville; Dedicated communication consultant will coordinate communication strategy; Minimum Contract Rate (GIC) including 1% throughout the contract's life; Annual Crediting Rate Resets (GIC) including minimum annual crediting rate set annually; Included recent VOYA MBE partner data and outreach information; Included monthly monitoring and reporting process information.

Weaknesses: Provides Nashville with regulatory updates and annual compliance testing but does not provide a dedicated resource; Did not state specific project SMWBE commitment; Did not mention SMWBE technical assistance, unbundling, and mentoring.

RFQ 950592 Deferred Compensation Services							
Cost Evaluation							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Total RFP Cost Structure Points
Total Plan Assets (Increased by 4.5%/year)	\$271,803,450	\$284,034,605	\$296,816,162	\$310,172,890	\$324,130,670	\$1,486,957,777	30
Plan Participants (Increased by 1.5%/year)	6,928	7,032	7,137	7,244	7,353	35,695	
Lincoln Financial							
Hard Dollar Fee (Did not Propose)	NA	NA	NA	NA	NA	NA	
Basis Points Fee (Proposed .14% times plan assets)	\$380,525	\$397,648	\$415,543	\$434,242	\$453,783	\$2,081,741	
Per Participant Fee (Proposed \$52/participant)	\$360,256	\$365,660	\$371,145	\$376,712	\$382,363	\$1,856,135	19
MassMutual							
Hard Dollar Fee (Proposed \$280,640/year)	\$280,640	\$280,640	\$280,640	\$280,640	\$280,640	\$1,403,200	25
Basis Points Fee (Proposed .11% times plan assets)	\$298,984	\$312,438	\$326,498	\$341,190	\$356,544	\$1,635,654	
Per Participant Fee (Proposed \$41/participant)	\$284,048	\$288,309	\$292,633	\$297,023	\$301,478	\$1,463,491	
Prudential							
Hard Dollar Fee (Proposed \$287,443/year)	\$287,443	\$287,443	\$287,443	\$287,443	\$287,443	\$1,437,215	25
Basis Points Fee (Proposed .15% times plan assets)	\$407,705	\$426,052	\$445,224	\$465,259	\$486,196	\$2,230,437	
Per Participant Fee (Proposed \$56/participant)	\$387,968	\$393,788	\$399,694	\$405,690	\$411,775	\$1,998,915	
VALIC							
Hard Dollar Fee (Did not Propose)	NA	NA	NA	NA	NA	NA	
Basis Points Fee (Proposed Range from .10% to .13% times plan assets)	\$353,344	\$340,842	\$356,179	\$372,207	\$388,957	\$1,811,530	20
Per Participant Fee (Did not Propose)	NA	NA	NA	NA	NA	NA	
Voya							
Hard Dollar Fee (Did not Propose)	NA	NA	NA	NA	NA	NA	
Basis Points Fee (Proposed .08% times plan assets)	\$217,443	\$227,228	\$237,453	\$248,138	\$259,305	\$1,189,566	30
Per Participant Fee (Did not Propose)	NA	NA	NA	NA	NA	NA	

PNP Compliance Results Form

Department Name: Finance

RFP/ITB Number: 950592

Procurement Name: Deferred Compensation Services

Primary Contractor	PNP Compliant (Yes/No)	Determination Comments/% of Participation Proposed or Bid
VOYA Services Company	Yes	The proposer is compliant with the requirements of the PNP Program having engaged in outreach to a minimum of 3 certified MWBEs; proposed Anything with a Logo @ 1% to provide promotional items, Imagination Branding @ 1% to provide promotional items and Northcutt Associates @ 1% to provide printing services and graphic design

*Denotes Contractor with whom follow up was required

Date: 11/23/16

Metro Buyer: Rick Brown

BAO Rep: JoeAnn Carr

BAO SBE Assessment Sheet

BAO Specialist: JoeAnn Carr
Contract Specialist: Rick Brown

Department Name: Finance	Max Points	Maximum Proposed SBE \$\$
RFP/TB Number: 950592	0	

Project Name: Deferred Compensation Services

Primary Contractor*	Prime Bid Amount (incl. Allowance)	Total Proposed SBE (\$)	SBEs approved?	Total Approved SBE (\$)	SBE Points	SBE (%)	Comments
VOYA Services Company	\$1,189,566.00	\$36,000.00	Yes	\$36,000.00	0	3	Bidder Acknowledged the Participation Expectations and Consequences of Misrepresentation of SBE/SDV program and proposed Douglas Printing for printing and graphic services @ 1%, Sir Speedy for printing and graphic services @ 1%, and McLean Technology Group @ 1% for printing and graphic services

Column Headings

Shaded cells in columns E and G are formula driven and should not be changed

White cells with text are fields that you can edit.

Gray cells with bold text contain formulas that can not be changed.

APPLICATION FOR GROUP ANNUITY CONTRACT

Voya Retirement Insurance and Annuity Company

A member of the Voya® family of companies
 PO Box 990063
 Hartford, CT 06199-0063



As used on this form, the term "Voya," "VRIAC," "Company," "we," "us" or "our" refers to your plan's funding agent and/or services provider. That entity is VRIAC. Contact us for more information.

I. APPLICANT INFORMATION

Applicant Name (Employer/Contract Holder) Metropolitan Government of Nashville & Davidson County

Address 700 2nd Ave. S., Suite 205

City Nashville State TN ZIP 37219-6300

Tax Identification # 62-0694743

2. ACCOUNT INFORMATION

Full Legal Plan Name Metropolitan Government of Nashville & Davidson County 457 Deferred Compensation Plan

Type of Organization

- Governmental Organization
- State, local, county, municipality
 - Healthcare
 - Public School
 - K-12
 - High Education
- For Profit Organization
- Corporation
 - Unincorporated (e.g. partnerships, self-employed & S Corporations)
- Tax-exempt Organization (includes churches, healthcare organizations and private education organizations)
- 501(c)(3) Organization (IRS tax-exempt status letter required to be submitted for organizations formed after 10/9/69)
 - Church, qualified and non-qualified church controlled organizations
 - Healthcare
 - Education
 - 501(c)() Organization. Type of Entity _____
 - Other (specify) _____

Type of Plan (Select one.)**403(b) Plan**

- 403(b) Non-ERISA public schools and ERISA exempt 501(c)(3) organizations
- 403(b) ERISA (generally, 501(c)(3) organization sponsoring a 403(b) with employer and/or employee contributions)

401(a)/(k) Plan

- 401(a)
- 401(k) - employee salary deferral plan

457 Plan

- Governmental 457(b) (including public schools)
- Tax-exempt 457(b) top hat (for select management and/or highly compensated employees)
- Tax-exempt 457(b) (only non-qualified church controlled organizations)

Other (specify) _____

Product (Select one. All products may not be available in all states.)

- Voya Custom Choice II
- Voya Retirement Choice II (Fixed Plus Account III)
- Voya Retirement Plus II
- RetireFlex - MF
- RetireFlex - SA
- Other (specify) _____

ERISA Status

Is this Plan subject to ERISA Title I? Yes No

If "Yes," indicate the Plan Anniversary (Month/Day) (required) _____

3. IMPORTANT NOTICES

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

Alaska, Maine: Information provided by the applicant are representations and not warranties.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

California Reg. 789.8: The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You or your agent may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana, New Mexico, Rhode Island, and West Virginia: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an annuity is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Texas: For non-ERISA 403(b) plans in the State of Texas, the Employer acknowledges that this product is only available if the Employer has sufficient involvement in the Plan that the Plan would be deemed to be "established and maintained by the Employer," and confirms that the Plan is eligible for this product.

Virginia, Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Washington D.C.: WARNING - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Arkansas, Maine, and Tennessee: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

4. CONTRACT HOLDER SIGNATURE AND AUTHORIZATION

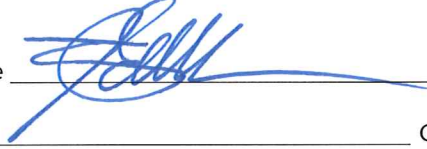
By signing this form, I understand that:

- I am selecting an annuity product to fund a tax-deferred arrangement;
- the tax laws provided for deferral of taxation of earnings on participant account balances; and
- although the annuity provides features and benefits that may be of value to participants, it does not provide any additional deferral of taxation beyond that provided by the tax-deferred arrangement itself.

Additionally, I acknowledge that the pre-filled information, as well as the information I have provided is complete and accurate. I further understand that the Company is entitled to rely exclusively on information provided on this form.

All payments and values provided by the group Contract, when based on the investment experience of the Separate Account, are variable and are not guaranteed as to fixed dollar amount. Amounts allocated to the Guaranteed Accumulation Account, if available and withdrawn before a guaranteed term maturity date, and/or amounts allocated to the Fixed Account, if applicable, may be subject to a market value adjustment. The market value adjustment may result in an increase, or a decrease, in a participant's account value.

I acknowledge receipt of the current annuity prospectus for the group annuity contract or contract disclosure booklet, as well as current fund prospectuses for each of the variable investment options. ***I HAVE ATTACHED A COPY OF PROSPECTUS RECEIPT TO THIS APPLICATION*** (required for registered contracts only). The Effective Date of the Contract is the Contract Holder's date of signature below.

Contract Holder Signature  Date 09/27/2017

Title Treasurer City/Town and State Where Signed Nashville, TN

Witness Signature _____ Date 09/27/2017

5. PRODUCER SIGNATURE

Producer Name _____ License # (if applicable) _____

Producer Signature _____ Date _____

**METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY 457 DEFERRED
COMPENSATION PLAN
IRC SECTION 457 CUSTODIAL ACCOUNT AGREEMENT**

THIS CUSTODIAL ACCOUNT AGREEMENT (the "Agreement"), effective as of the 17 day of October, 2017 between the Metropolitan Government of Nashville and Davidson County ("METRO") in its capacity employer and as the party authorized and responsible under state or local law for maintaining the Metropolitan Government of Nashville & Davidson County 457 Deferred Compensation Plan (the "Plan") and Voya Institutional Trust Company (the "Custodian").

WITNESSETH:

WHEREAS, METRO has adopted and maintains the Plan in accordance with the requirements of Section 457(b) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

WHEREAS, Section 457(g)(3) of the Code provides that custodial accounts described in Section 401(f) of the Code shall be treated as trusts pursuant to that section; and

WHEREAS, METRO has established or desires to establish a custodial account in accordance with Section 457(g) and Section 401(f) of the Code constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

WHEREAS, METRO has the power and authority to manage and control the assets of the Plan; and

WHEREAS, METRO has engaged an affiliate of the Custodian to provide recordkeeping services to the Plan ("Recordkeeping Affiliate"); and

WHEREAS, METRO wishes to appoint the Custodian as custodian of the Plan in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, METRO on behalf of the Plan and the Custodian, each intending to be legally bound, agree as follows:

SECTION 1 - ESTABLISHMENT AND OPERATION OF CUSTODY ACCOUNT

1.1 Appointment and Acceptance of Custodian/Affiliates. METRO hereby establishes with the Custodian a custodial account consisting of such sums of money and such other property acceptable to the Custodian as shall from time to time be paid or delivered to the Custodian, and hereby appoints the Custodian as custodian with respect to the assets held pursuant to this Agreement as such assets shall exist from time to time (the "Account"). The Account shall not include any property or asset other than the assets delivered to and accepted by the Custodian from time to time. For purposes of this agreement, plan assets invested through the Program in a self-directed brokerage account shall also be considered to be part of the Account. The Custodian shall have no responsibility for any property until it is received and accepted by the Custodian, or for any property of the Plan not delivered to the Custodian and accepted by the Custodian to be a part of the Account. The Custodian hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein. METRO hereby acknowledges that an affiliate of the Custodian, the Recordkeeping Affiliate, acts on behalf of the Custodian as the Custodian's agent for purposes of carrying out the Custodian's responsibilities under this Agreement.

1.2 Custodian Responsibilities. The Custodian shall receive and hold the assets on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Custodian hereunder as custodian shall be to act solely in accordance with the instructions of METRO or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Custodian any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Custodian is not a party to the

Plan and has no duties or responsibilities other than those that may be expressly contained in this Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custody Account.

1.4 Limitation of Liability. Neither the Custodian nor its agents shall be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Custodian shall not be responsible for the title, validity or genuineness of any asset or any Loan Document received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties.

1.5 Contributions. The Custodian shall receive contributions or other amounts for deposit to the Plan that are delivered to the Custodian or its designated agent for deposit to or for the benefit of the Plan. In accordance with Authorized Instructions, the Custodian shall transmit contributions received for the purpose of settling the Plan's investment transactions. METRO shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Custodian shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. Notwithstanding any other provision of this Agreement (a) contributions made by METRO based upon mistake of fact may be returned to METRO. The Custodian shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Custodian shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Custodian shall make distributions and disbursements from the Account solely in accordance with Authorized Instructions. The Custodian shall not have any responsibility or duty under this Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.

1.8 Compliance with Law. The Account is intended to be tax-exempt under Section 501(a) of the Code and this Agreement is intended to comply with Section 457(g) of the Code. METRO represents that it intends that the Plan constitute an eligible deferred compensation plan under Section 457(b) and Section 414(d) of the Code. METRO agrees to immediately notify the Custodian if the Plan ceases to be so eligible.

SECTION 2 – AUTHORITIES

2.1 Authority to Execute Agreement. METRO hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below on behalf of METRO as Authorized Parties warrant, as individuals, that each is an authorized to act on behalf of METRO all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. METRO shall concurrently with the execution of this Agreement, furnish the Custodian or the Recordkeeping Affiliate with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Custodian and otherwise act on behalf of METRO under the terms of this Agreement as "Authorized Parties." Such persons designated by METRO to act on its behalf hereunder are "Authorized Parties". The Custodian shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by METRO of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Custodian from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Custodian shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

SECTION 3 - POWERS AND DUTIES

3.1 General Powers and Duties of Custodian. In administering the Account, the Custodian shall be specifically authorized to:

(a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets held in the Account;

(b) Hold securities or other assets in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Custodian's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;

(c) Make distributions and disbursements from the Account and carry out related tax withholding remittance and reporting obligations under Federal, state and local law;

(d) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Custodian) as to part or all of the Account, except that the indicia of ownership of any asset of the Account shall not be held outside the jurisdiction of the District Courts of the United States;

(e) Collect income payable to and dividends or other distributions due to the Account and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;

(f) Collect proceeds from assets of the Account that may mature or be called;

(g) Until Authorized Instructions are received, hold the assets of the Account uninvested, or invest the assets of the Account in bank accounts of any bank, and the Custodian may retain any earnings on such deposits as part of its compensation for services hereunder;

(h) Submit or cause to be submitted to METRO all information received by the Custodian regarding ownership rights pertaining to property held in the Account;

(i) To the extent not delegated by METRO to an investment manager, exercise all voting rights relating to securities held in the Account as directed by METRO; provided that, with respect to securities allocated to the accounts of Participants, if directed by the METRO in writing, the Custodian or its Recordkeeping Affiliate shall provide to the designated proxy tabulator the data necessary to cause to be provided to each Participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the proxy tabulator, and the Custodian shall vote the shares as directed by each Participant and shall not vote shares for which it has not received instructions from a Participant. Unless METRO instructs the Custodian to vote shares not voted by Participants, the Custodian shall not be liable and shall be held harmless for not voting such shares.

(j) Commence or defend suits or legal proceedings and represent the Account in all suits or legal proceedings in any court or before any other body or tribunal as the Custodian shall deem necessary to protect the Account provided, however, that the Custodian shall not be obligated to do so unless it has been indemnified by METRO and the Plan against all expenses and liabilities sustained in connection with such action;

(k) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Custodian shall be entitled to rely on and may act

upon advice of counsel on all matters, and, if the use of such counsel is authorized by METRO, the Custodian shall be without liability for any action reasonably taken or omitted pursuant to such advice;

(l) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Agreement; and

(m) Retain and engage one or more affiliates of the Custodian to perform, at no additional cost to the Plan, the duties and responsibilities of the Custodian; and

(n) Generally take any action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties hereunder.

SECTION 4 - INVESTMENT OF THE ACCOUNT

4.1 Investment of the Account. The assets of the Account shall be invested and reinvested among the investments selected by METRO. The self-directed brokerage account will be considered one investment. METRO shall have sole responsibility for the investment and reinvestment of the assets of the Account, except to the extent that the Plan permits participants to provide investment direction to the Plan's recordkeeper with respect to the investment of their individual accounts among investment options selected by METRO. The Custodian shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan.

SECTION 5 - REPORTING AND RECORDKEEPING

5.1 Records and Reports. The Custodian shall keep accurate records of all assets and loan documents delivered to and from the Account for at least six years following the date of such transaction. The Custodian shall provide a report of the assets of the Account including the loan documents held in the Account to METRO from time to time, but at least annually. The Custodian may rely on the fair market value of the property of the Account as reported to it by authorized parties shall be fully protected in relying on such values.

5.2 Review of Reports. If, within ninety (90) days after the Custodian mails to METRO a statement with respect to the Account, METRO has not given the Custodian written notice of any exception or objection thereto, the statement shall be deemed to have been approved and, in such case, the Custodian shall not be liable for any matters in such statements. METRO or its agent, upon giving prior written notice to the Custodian, shall have the right at its own expense to inspect the Custodian's books and records directly relating to the Account during normal business hours. Custodian shall be reimbursed its actual costs for making such books and records available for inspection.

5.3 Non-Account Assets. The duties of the Custodian shall be limited to the assets held in the Account, and the Custodian shall have no duties with respect to property or assets held by any other person including, without limitation, any trustee or other custodian for the Plan. METRO hereby agrees that the Custodian shall not serve as, and shall not be deemed to be, a co-trustee or co-custodian under the circumstances, and shall have no co-fiduciary liability for any other person, trustee, custodian or other entity.

SECTION 6 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION

6.1 Compensation and Expenses.

(a) Compensation. The Trustee shall be entitled to compensation for services under this Agreement as set forth in the fee schedule as contained in or incorporated by reference into the Administrative Services Agreement or similar document where plan fees are described and as otherwise provided for in this Agreement. METRO acknowledges that the Custodian may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to METRO.

(b) Interest on Uninvested Cash. The Custodian shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(f) related to earnings on deposits. Such earnings shall include earnings on uninvested cash related to Plan contributions and earnings on uninvested cash pending distribution, or earnings on cash otherwise held uninvested as directed by METRO.

(c) Authorization. The Custodian shall also be authorized to charge and collect expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1. The Custodian is authorized to charge and collect from the Account any and all such fees and expenses, unless the METRO objects within 30 days of receiving notice of the Trustee's intent to collect its fees and expenses from the Account.

6.2 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Custodian, the Custodian may use reasonable efforts to assist such Authorized Party to notify METRO of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Account ("Tax Obligations"). Notwithstanding the foregoing, the Custodian shall not have any responsibility or liability for any Tax Obligations now or hereafter imposed on METRO or the Account by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Custodian is responsible under any applicable law for payment of any Tax Obligation on behalf of the Account, METRO shall cause the appropriate Authorized Party to inform the Custodian of all Tax Obligations, shall direct the Custodian with respect to the performance of such Tax Obligations, and shall provide the Custodian with all information required by the Custodian to meet such Tax Obligations.

6.3 Indemnification. METRO, and to the extent permitted by law, the Plan, shall indemnify and hold harmless the Custodian from all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses (including Tax Obligations) incurred by the Custodian in connection with this Agreement, except as a result of the Custodian's own negligence or willful misconduct.

6.4 Force Majeure. The Custodian shall not be responsible or liable for any losses to the Account resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Account's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Custodian or its agents.

6.5 Survival. This Section Six (6) shall survive the termination of this Agreement.

SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

7.1 Amendment. The Custodian may amend this Agreement as necessary to comply with the provisions of applicable law and regulations. The Custodian shall deliver written notice of any such amendment to the Named Fiduciary. Other amendments may be made by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Custodian. The Custodian may be removed with respect to all or part of the Account upon receipt of sixty (60) days' written notice from METRO. The Custodian may resign as custodian hereunder upon sixty (60) days' written notice delivered to METRO. In the event of such removal or resignation, the successor custodian will be appointed by METRO, and the retiring custodian shall transfer the Account, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event METRO fails to appoint a successor custodian within sixty (60) days of receipt of written notice of resignation, the Custodian reserves the right to seek the appointment of a successor custodian from a court of competent jurisdiction. METRO shall indemnify the Custodian from any costs incurred by the Custodian in seeking such appointment. The Custodian shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor custodian.

7.3 Merger or Consolidation of Custodian. Any entity into which the Custodian may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Custodian is a party, or any entity succeeding to the custody business of the Custodian, shall become the successor of the Custodian

hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Custodian shall distribute all assets then constituting the Account, less any fees and expenses payable from the Account, pursuant to the instructions of METRO. The Custodian shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Custodian reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Custodian is able to distribute or transfer such property. METRO shall indemnify the Custodian from any costs incurred by the Custodian for retaining the property until it can be distributed or transferred. Upon the appointment and acceptance of a successor custodian, the Custodian's sole duties shall be those of a custodian with respect to the property not transferred.

SECTION 8 - ADDITIONAL PROVISIONS

8.1 Assignment or Alienation. Except as may be provided by law, the Account shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of METRO, participants or beneficiaries under the Plan. The Custodian shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

8.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of Tennessee, but the assets of the Account shall be held in the State of Connecticut.

8.3 Necessary Parties. The Custodian reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Custodian or METRO the right to have the Custodian's account judicially determined. To the extent permitted by law, only the Custodian and METRO shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Custodian, and no participant under the Plan or other person having an interest in the Account shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. METRO shall indemnify the Custodian for any costs incurred by the Custodian in seeking such judgment.

8.4 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

(a) If to the Custodian:

Melissa McAuliffe
Vice President
Voya Retirement Operations
One Orange Way, C3N
Windsor, Connecticut 06095-4774

With copy to:

J. Denise Jackson
President
Voya Institutional Trust Company
One Orange Way, C4R
Windsor, Connecticut 06095-4774

(b) If to METRO:

Department Of Law

Insurance And Risk Management
Metropolitan Courthouse, Suite 108
PO Box 196300
Nashville, Tennessee 37219-6300

The parties may, by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.5 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.6 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

8.7 Shareholder Communication. Until such time as the Trustee receives a written notice to the contrary with respect to a particular security, the Trustee may release the identity and the address of the Trust to the security issuer which requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

The Metropolitan Government of Nashville
and Davidson County

Voya Institutional Trust Company

By: 

By: _____

Name: Tom Eddlemon

Name: _____

Title: Treasurer

Title: _____

Exhibit A -- Pricing

RFP Exhibit IV - Investment Management Fees and Revenue Sharing

Assets as of December 31, 2015						
Asset Class	Fund Name	Balance as of December 31, 2015	Expense Ratio (%)*	Estimated Investment Management Fees (\$)	Revenue Sharing (%)*	Estimated Revenue Sharing (\$)
Stable Value	VOYA FIXED ACCOUNT	\$100,260,806	0.00%	\$0.00	0.00%	\$0.00
Intermediate Term Bond	PIMCO TOTAL RETURN FUND	\$5,976,981	0.46%	\$27,494.11	0.00%	\$0.00
Unconstrained Fixed Income	PIMCO UNCONSTRAINED BOND	\$530,387	0.90%	\$4,773.48	0.00%	\$0.00
Real Assets	PRINCIPAL DIVERSIFIED REAL ASSET **	\$41,386	0.88%	\$364.19	0.00%	\$0.00
Large Cap Value	ALLIANZ NFJ DIV VALUE FUND**	\$11,727,075	0.71%	\$83,262.23	0.00%	\$0.00
Large Cap Blend	VANGUARD INSTITUTIONAL INDEX FUND	\$15,110,648	0.04%	\$6,044.26	0.00%	\$0.00
Large Cap Growth	VANGUARD PRIMECAP FUND	\$48,782,465	0.34%	\$165,860.38	0.00%	\$0.00
Mid Cap Blend	VANGUARD MID-CAP INDEX	\$27,585,114	0.07%	\$19,309.58	0.00%	\$0.00
Small Cap Blend	VOYA SMALL COMPANY PORTFOLIO**	\$8,374,844	0.85%	\$71,186.17	0.00%	\$0.00
Real Estate	NUVEEN REAL ESTATE SECURITIES	\$3,480,253	0.87%	\$30,278.20	0.00%	\$0.00
International Equity	VANGUARD TOTAL INTERNATIONAL STOCK INDEX	\$757,540	0.12%	\$909.05	0.00%	\$0.00
International Equity	DODGE & COX INTERNATIONAL	\$1,546,099	0.64%	\$9,895.03	0.00%	\$0.00
Global Equity	AMERICAN FUNDS CAP WLD G&I	\$9,523,780	0.45%	\$42,857.01	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2055	\$466,988	0.37%	\$1,727.86	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2050	\$1,743,018	0.37%	\$6,449.17	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2045	\$3,598,396	0.37%	\$13,314.07	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2040	\$1,342,439	0.37%	\$4,967.02	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2035	\$4,645,522	0.37%	\$17,188.43	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2030	\$1,394,454	0.36%	\$5,020.03	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2025	\$3,428,861	0.35%	\$12,001.01	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2020	\$1,256,569	0.35%	\$4,397.99	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2015	\$893,888	0.33%	\$2,949.83	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR 2010	\$272,708	0.32%	\$872.67	0.00%	\$0.00
Target Date Fund	WELLS FARGO ADV DJ TR TODAY	\$189,240	0.30%	\$567.72	0.00%	\$0.00
Total Plan Assets						

* Fund management fees and other fund operating expenses will also apply to the variable investment options under the Plan. Fees depend on the investment options chosen. The current mutual fund menu generates a weighted average of 1.25 bps of total assets as revenue share.

Fee Structure – Full Conversion + Enhanced Crediting Rate (5-year contract)

Voya will assess an Asset Based Fee of 13 basis points* on all funds including the Voya Fixed Plus Account III.

Voya's proposed pricing assumes Voya is selected as the exclusive investment provider and that all assets (approximately \$271.8 million) are converted to Voya's Retirement Choice II contract with approximately \$10 million in annual deposits.

Voya is proposing the Voya Fixed Plus Account III with an enhanced crediting rate of 3.00% through June 30, 2019, and the greater of 2.00% or the prevailing crediting rate for the remainder of the contract term. The prevailing crediting rate applied after June 30, 2019 will be subject to change at any time. Any rate change initiated solely by Voya will be guaranteed to remain in effect until the last day of the three-month period measured from the first day of the month in which such change was made. The current crediting rate for a plan's initial investment in the Voya Fixed Plus Account III may be in effect for less than a full three-month period. As a matter of reference, the prevailing crediting rate as of June 2017 is 2.00%.

If the plan sponsor requests a full withdrawal of plan assets with Voya, the account balances of the variable investment options held in the custodial or trust account will be paid based on plan sponsor direction.

The Company will pay a lump sum from the Voya Fixed Plus Account III for the purpose of paying a Benefit or Surrender from any Participant Account. On the fifth Contract anniversary as measured from the Contract Effective Date, the Contract Holder may terminate this Contract and receive the total amount (100%) in the Fixed Plus Account III in a lump sum payment without a market value adjustment. To initiate the Contract termination and lump sum payment, the Contract Holder must submit a written request for a Full Withdrawal of the total amount in the Fixed Plus Account. This request must be received in good order by the Company's Home Office at least 90 days in advance of the desired liquidation date.

Full withdrawal requests before June 30, 2022 are subject to the standard Contract withdrawal provisions.

* Please note the fees include an annual reimbursement of \$115,000 equivalent to four (4) bps for Consultant Services.

** Please note the following funds generate revenue and will be reimbursed back to the participants invested in that fund.

- Principal Diversified Real Asset Fund 0.10%
- Allianz NFJ Div Value Fund 0.10%
- Voya Small Company Portfolio 0.30%
- Dodge & Cox International Stock Fund 0.10%

Any revenue share will be reimbursed to participants invested in variable fund options paying sub-TA and/or 12(b)(1) fees to Voya.

Stability of Principal Restrictions

Participant Withdrawals

Participant withdrawals from the Voya Fixed Plus Account III – investment option that do not result from a distributable event will be subject to equity wash restrictions.

Additional Information

For additional information on the Stability of Principal investment option available to the Plan, including all withdrawal rules and restrictions, please refer to the product disclosure booklet provided by VRIAC, or to the group annuity contract.

Plan Sponsor should consider the investment objectives, risks, and charges and expenses of the investment options carefully before choosing to make these options available to participants under the Plan. Fund prospectuses containing this and other information can be obtained by contacting your local representative. Please read the information carefully before signing this Contract. You may also visit our website at www.voyaretirementplans.com/sponsor to view your Plan information on-line.

Exhibit A -- Performance Standards

Voya provides the following service/timing standards:

Enrollments	Enrollments in good order are processed within three business days.
Contribution Processing	Applied to participant accounts effective as of the date received in good order before the close of the NYSE on any day the NYSE is open for trading (usually 4:00 p.m. ET).
Retirement Readiness Service Center	An average response speed of 30 seconds or less.
Fund Transfer Requests	Fund transfer requests are processed effective as of the date received in good order before the close of the NYSE.
Investment Election Changes	Investment election changes are processed effective as of the date received in good order before the close of the NYSE.
Distribution Requests	Distribution requests are processed effective as of the date received in good order before the close of the NYSE. Distribution payments are mailed / electronically transferred within five business days from good order date.
Participant Statements	<p>Available within 15 calendar days after quarter end. The Nashville and Davidson County Retirement plan will move from paper to electronic delivery of quarterly participant statements. The implementation would occur only after sufficient communication with participants to allow for individual continuation of mailed statements.</p> <p>Online Statement Delivery Service : As soon as practicable and upon notification by the Plan Sponsor, the Contractor will deliver participant statements through an internet site from which participants can securely access their account, as opposed to receiving paper statements by mail., unless you elect out of this service. Participants will receive an annual notice by mail explaining how to access statements online. A participant can elect out of online statement delivery by making an election to receive statements by mail. Such elections may be made through the Contractor's participant internet site or by speaking with a customer service representative.</p>
Education and Communication	Nashville and Davidson County will commit to a minimum of two (2) communications per year to employees that support and encourage participation in the Nashville and Davidson County Retirement plan,

Voya provides the following Service Standards

Issuance of Participant Statements	Mailed within five business days 15 calendar days after quarter end	\$2,500
Transaction Confirmation Statements	Within 48 hours.	\$2,500
Plan Sponsor Administrative Reports	Mailed, or available online, within 15 calendar days after quarter end.	\$2,500
Processing Payroll Contributions	Contributions received in good order prior to the close of the New York Stock Exchange (NYSE), on any day the NYSE is open for trading, are invested as of the date they are received based on that day's closing prices and allocated to the appropriate investments based upon the enrollment data on our system.	\$2,500
Hardship/Unforeseeable Emergency Withdrawals	Upon receipt of the hardship withdrawal request and the applicable approval form, withdrawal requests are processed as of the date received in good order prior to the close of the NYSE; payment is typically mailed or made available electronically through ACH within three business days of processing.	\$2,500
Termination/Rollovers/Direct Transfers for Distribution	Termination/Rollovers/Direct Transfers for Distribution are processed effective as of the date received in good order before the close of the NYSE.	\$2,500
Fund Balance Transfers	Transfers are processed effective as of the date received in good order before the close of the NYSE.	\$2,500
Investment Election Requests	Investment election requests are processed effective as of the date received in good order before the close of the NYSE.	\$2,500
Contribution Percentage Elections/Changes	Contribution percentage elections/changes are applied to participant accounts effective as of the date received in good order before the close of the NYSE on any day the NYSE is open for trading (usually 4:00 p.m. EST).	\$2,500
QDRO Processing	We will follow the QDRO requirements of the Internal Revenue Code. After the qualified status of the order is determined by Sponsor, we will establish a separate recordkeeping account for the alternate payee and make payments in accordance with the terms of your plan.	\$2,500

To ensure accountability to meeting service standards, Voya has agreed to incorporate a service standard report as part of their quarterly update indicating whether they have met each respective guarantee. Should Voya fail to meet a guarantee, this should be indicated in the service standard report.

**Voya measures performance against standards for all our defined contribution clients. Should Metro determine our service is not satisfactory, they may provide Voya with written notice within 30 days of the service deficiency. If Voya fails to resolve the deficiency within 30 days, Metro's may request the service guarantee be paid not to exceed \$20,000 annually for all combined service deficiencies.*

Exhibit A – Retirement Plan Service Agreement

Section 1. Services

- 1.01 Good Order: The Contractor and the Plan Sponsor acknowledge that for purposes of this Contract “Good Order” is defined as the receipt at the Contractor’s designated location of a transaction request, instructions or data that is complete, accurate and in an acceptable format, and which do not require the Contractor to apply any research or discretionary judgment. To qualify as current business day instructions, a transaction request, instructions or data sent electronically, by telephone, facsimile or mail must be received by us no later than the close of the New York Stock Exchange (“NYSE”) (typically 4:00 p.m. ET). If the Contractor receives a transaction request, instructions or data in Good Order after the close of the NYSE, the Contractor will process the data or request on the next business day that the NYSE is open. The parties understand and acknowledge that a transaction request, instructions or data deemed by the Contractor as being received not in Good Order may be returned for correction and processed upon resubmission in Good Order.
- 1.02 Allocation of Contractor Responsibilities: The Broker-Dealer or other broker-dealers with which Voya Financial Partners, LLC has a selling agreement shall service or perform all marketing communications, enrollment and securities transactions settlement and processing functions assigned to the Contractor. VRIAC shall perform all other responsibilities assigned to the Contractor, including Plan and participant recordkeeping. For plans that have multiple providers of investment products and administrative services, VRIAC will provide recordkeeping services solely for that portion of the Plan utilizing assets record kept by the Contractor.
- 1.03 Investment Provider Minimum Standards: Subject to the minimum standards set forth in Schedule 4, the Contractor will provide its administrative services in connection with the Plan Sponsor’s selection of investment products to fund the Plan.
- 1.04 Modification to Investment Options: In order to confirm the fund selected by the Plan Sponsor can be recordkept by the Contractor, the addition or removal of any investment option to the Plan must be mutually agreed to by the Contractor and the Plan Sponsor and will be made in accordance with a mutually agreed upon schedule for implementing the change.
- (1) Subject to mutual agreement between the parties to add an investment option;
 - (i) The Plan Sponsor may direct the Contractor to add or remove an investment option from the range of investment products the Contract currently offers, and that are currently available in the Program, upon forty-five (45) days written notice of the proposed change.
 - (ii) The Plan Sponsor may direct the Contractor to add an investment option that the Contract does not currently offer or an investment option that the Contractor currently offers but is not currently available in the Program, upon at least ninety (90) days written notice of the proposed change. Any investment option additions made pursuant to this Subsection 1.04(1)(ii) will be made in accordance with the Contractor’s scheduled quarterly fund updates.
 - (2) The Contractor reserves the right to reject any new investment option that imposes short-term trading (redemption) fees on participant accounts.
 - (3) To the extent an existing investment option imposes short-term trading (redemption) fees on participant accounts, the investment option may be discontinued or short-term trading (redemption) fees may be deducted from participant accounts.
- 1.05 Limits Imposed by Underlying Funds: The Plan Sponsor understands and acknowledges that orders for the purchase of fund shares may be subject to acceptance by the fund. The Contractor reserves the right to reject, without prior notice, any allocation of payments to the variable investment option (which, depending on the Contractor’s product offering, may be a fund offered directly to the Plan,

or a subaccount of a separate account which in turn invests in an underlying fund), if the Contractor's purchase order for the corresponding fund is not accepted by the fund for any reason.

- 1.06 Limits Imposed by Contractor on Frequent Transfers: The Plan Sponsor understands and acknowledges that the investment products offered or otherwise made available by or through the Contractor are not designed to serve as vehicles for frequent trading in response to short-term fluctuations in the market. Such frequent trading can disrupt management of a fund and raise its expenses. This in turn can have an adverse effect on fund performance. Accordingly, the Plan Sponsor agrees to adhere to the Contractor's current Excessive Trading Policy, as set forth in Schedule 5 (the "Excessive Trading Policy"). The Contractor reserves the right to modify the Excessive Trading Policy in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.
- 1.07 Access to Self Directed Brokerage Account: The Contractor agrees to make available to Plan participants, a self-directed brokerage account option ("SDBO"), as specified in a separately signed agreement.

Section 2. Participant Information

- 2.01 Provision of Certain Participant Information: The Plan Sponsor or its authorized representative shall facilitate the transmission to the Contractor of all current Plan participant level records including, but not limited to: name; address; social security number; active or terminated employment status; loan information; and deferral amount information. The Contractor shall be able to rely on the information provided by the Plan Sponsor. We are not responsible for any errors, omissions or other inaccuracies in the data you or an unaffiliated third party, including without limitation, prior service providers furnish us. Over the term of this Contract, the Contractor and the Plan Sponsor will develop procedures for the Plan Sponsor to notify the Contractor of changes in employment status and, to the extent the Plan Sponsor has knowledge of the death of any participant, the Plan Sponsor will notify the Contractor of such death. The Plan Sponsor shall provide such information on a timely basis and use its best efforts to assure the accuracy and completeness of all information provided to the Contractor.
- 2.02 Changes in Deferral or Contribution Information; New Participant Deferral or Contribution Information: The Contractor and the Plan Sponsor will develop procedures to coordinate the processing of (i) changes in deferral or contribution amount information and (ii) initial deferral or contribution information pertaining to participants joining the Plan on or after the date the Contractor commences the provision of services under this Contract.
- 2.03 Participants' Ability to Direct Investments: Participants shall have the ability to choose their investment allocations and to make participant-directed transfers between investment options, subject to any limitations of the Plan and of the Contractor's investment product. If the Plan is or becomes subject to ERISA, or is otherwise employer-controlled, the Plan Sponsor hereby provides written direction to the Contractor allowing participants to make such investment choices, subject to the Plan Sponsor's right to revoke this authorization if allowed by the Plan.
- 2.04 Restricting Participant Accounts (Administrative Holds): The Plan Sponsor directs the Contractor to place an administrative hold on a participant's account upon receipt of a signed or draft domestic relations order (DROs) or joinder, federal tax levy, or upon the receipt of other types of court orders that assert a claim to plan benefits. Placing an administrative hold on the participant's account(s) will prevent the participant from taking distributions, including loans. The participant will continue to have the ability to make allocation changes and fund transfers to his/her account. With the exception of DROs, the restriction will remain on the account until such time that the Contractor is advised to remove the administrative hold either by the Plan Sponsor or upon receipt of a court order indicating that the matter has been resolved and the hold is no longer needed.

Administrative holds placed on a participant's account due to DROs shall remain on the account for a period up to 18 months, or if earlier, until the date the Contractor is advised to remove the administrative hold either by the Plan Sponsor or a court order indicating that the matter has been resolved and the hold is no longer needed. If a subsequent order is received a new 18-month period will be activated.

Notwithstanding the foregoing, with respect to joinders issued pursuant to California Family Code 9 (if applicable), Section 2060, the restriction will not be removed until the Contractor receives either: (1) a QDRO; (2) a court order vacating/dismissing the joinder; or (3) a final judgment that awards the participant all of the plan benefits.

- 2.05 Power of Attorney, Guardianship or Conservatorships: The Contractor will determine the validity of the documentation received relative to a power of attorney, guardianship or conservatorship. Once the documentation is determined to be in Good Order, the Contractor will set up or modify the existing account as directed in the documentation received.

Section 3. Pricing Considerations

- 3.01 Assumptions Regarding Pricing: Any fees, products and services rendered in connection with this Contract are contingent on the Contractor being the exclusive provider (or one of two providers) of investment products and administrative services to the Plan during the Term of this Contract and any subsequent renewal periods (as described in Section 3.1 of this Contract). The addition of any other provider or providers to the Plan during the Term of this Contract and any subsequent renewal periods or changes in the Plan document may impact any fees, products and services under this Contract. The Plan Sponsor will notify the Contractor of any such changes in a timely manner.

This Contract and fees are contingent on the Plan provisions in effect on the date of this Contract. Any amendment to the Plan may impact this Contract and fees.

The Plan Sponsor understands and acknowledges that the compensation to the Contractor is subject to the certain general provisions, as set forth in Schedule 7 (the "General Compensation Provisions"). The Contractor reserves the right to modify the General Compensation Provisions in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.

- 3.02 Float: VRIAC and its affiliated companies (collectively referred to as "Voya[®]" for purposes of this Section 3.02) earn income in the form of bank service credits on contributions awaiting investment and on payments awaiting distribution from the bank accounts that Voya maintains (or "float"). The bank service credits are applied against the bank service fees that apply to the bank accounts that Voya maintains and may not be redeemed for cash. Specifically, the bank accounts have been established to receive and hold for a reasonable time:

- contributions or other amounts to be invested in your retirement Plan, or
- amounts redeemed to pay a distribution or disbursement from your Plan.

Voya will receive income in the form of bank service credits (as described below) and offset such credits against bank service fees that are charged to Voya for the use of such bank accounts and for services provided by the banks for processing receipts or disbursements.

Float Generated by Contributions:

Voya uses a bank account to receive and hold contributions or other Plan deposit amounts to be invested. Contributions or other deposit amounts are held until authorized instructions are received in Good Order. Income in the form of bank service credits are earned on the bank account during any waiting period for authorized instructions. For authorized instructions received in Good Order, contributions or other deposit amounts will be invested on that business day. For authorized

instructions received in Good Order after the close of the New York Stock Exchange, contributions or other deposit amounts will be processed on the next business day.

Float Generated by Distributions:

Voya receives income in the form of bank service credits in connection with distributions or disbursements that Voya pays on the Plan's behalf. The bank service credits accrue during the period beginning when an amount is redeemed from the Plan's investment to fund a distribution or disbursement check and ending when the check is presented for payment.

Additionally, from time to time, Voya may receive money market like rates of return on other deposit or short term investment products in which distributions may be held until such time as the check is presented for payment.

- 3.03 Transaction Processing: VRIAC seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. When a transaction processing error for which VRIAC is directly responsible occurs, VRIAC will attempt to correct the error as soon as reasonably practicable after identification of the error. Once all necessary information has been gathered, VRIAC will promptly take corrective action to put the Plan and its participants in a position financially equivalent to the position they would have been in if the VRIAC processing error had not occurred.

VRIAC processes your Plan's investment instructions on an "omnibus" or aggregated basis. If VRIAC's correction of a VRIAC processing error results in a loss to your Plan or its participants, VRIAC will absorb the loss. If any gain results in connection with the correction of an VRIAC processing error, VRIAC will net any such gain against other losses absorbed by VRIAC and retain any resulting net gain as a component of its compensation for transaction processing services, including its agreement to make Plan and participant accounts whole for losses resulting from VRIAC processing errors. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's Policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule K. The VRIAC Policy and any updates to the VRIAC Policy are posted in the Sponsor Disclosure section of Sponsor Web.

Section 5. General

- 5.01 Acknowledgment: The Plan Sponsor acknowledges the following.
- (a) The Contractor is performing non-discretionary, ministerial administrative services at the direction of the Plan and its authorized representatives.
 - (b) Neither the Contractor nor its affiliates is the Plan administrator or a fiduciary under state law, the Investment Advisors Act of 1940 or, as applicable ERISA, and the Contractor is not responsible for the selection or supervision of fiduciaries to the Plan or of service providers not associated with the Contractor.
 - (c) The Plan Sponsor is solely responsible for maintaining the qualified status of the Plan, if applicable.
 - (d) The Plan Sponsor has consulted with a tax or legal advisor regarding the tax consequences of the Plan.
 - (e) The Plan Sponsor is responsible for selecting the Plan design and investment options that best meet its objectives. The Plan Sponsor understands that it has selected a program that may include a stability of principal option and/or variable annuities funded through a group annuity contract and/or mutual funds offered through a custodial or trust agreement to fund a tax-qualified arrangement; that the tax laws provide for deferral of taxation on earnings on participant account balances (excluding Roth or after-tax contribution sources); and that,

although the annuity provides features and benefits that may be of value to participants, it does not provide additional deferral of taxation beyond that provided by the tax qualified arrangement itself. To the extent mutual funds are available as investment options under the Plan, there may be one or more classes of shares with respect to each mutual fund and each class of shares may have different rules, requirements and expense ratios and Plan Sponsor has made the determination that the class of shares chosen for the Plan is the appropriate class and is suitable for the Plan. All discretion and control with respect to the terms, administration of assets of the Plan shall remain with the Plan Sponsor or with the named fiduciaries under the Plan.

- (f) The Plan Sponsor and its authorized representatives have sole responsibility for the overall administration of the Plan, including periodically providing participants with any notices required under the Code and related Regulations to which the Plan is subject and for making all benefit determinations. The Contractor and its affiliates shall not have any discretion with respect to the management or administration of the Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any participant in the Plan to benefits under the Plan. The Contractor and its affiliates shall not have any control or authority with respect to any assets of the Plan, including the investment or disposition thereof.
- (g) Plan Sponsor confirms that Contractor's practices are consistent with the terms and administrative practices of the Plan, where applicable. The Plan Sponsor may delegate the day-to-day administration of certain Plan Sponsor responsibilities to the Contractor as indicated in Schedule 2.
- (h) The Plan Sponsor and its authorized representative have the sole authority for the review and final disposition of a Plan participant's appeal of any benefit determination made by the Contractor under the Plan.
- (i) The Contractor does not directly provide any investment advice to the Plan Sponsor with respect to the Plan's assets.
- (j) In performing services under this Contract, the Contractor is entitled to rely on any information the Plan Sponsor, or its authorized representatives, or the Plan participants provide. The Contractor has a reasonable duty to inquire as to the authenticity or the accuracy of such information or the actual authority of such person to provide it.
- (k) The Plan Sponsor will provide the Contractor with an up-to-date copy of the Plan document(s) and complete information governing the terms and operation of the Plan (including a written explanation of any practices and procedures not reflected in the Plan document). The Plan Sponsor will promptly provide to the Contractor any proposed amendments to the Plan for review and comment by the Contractor at least 90 days prior to the proposed amendment effective date.
- (l) Generally, only fees relating to the ongoing administration of the Plan may be passed through to participants. You will direct us to deduct from participant accounts those fees outlined in Schedule 6. The Plan Sponsor is responsible for determining if an expense is deductible from Plan assets.
- (m) **VRIAC Error.** VRIAC's responsibility with respect to providing the services is limited to correcting errors, within a reasonable time, which result from its computer system malfunctions, its staff errors or are otherwise caused by VRIAC's negligent acts. VRIAC shall make a good faith effort to correct any such error as soon as reasonably practicable after identification of the error when such correction is reasonably necessary and practical under the circumstances. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule 8. The VRIAC Policy and any

updates to the VRIAC Policy are also posted in the Sponsor Disclosure section of Sponsor Web.

- (n) **Plan Sponsor Error.** VRIAC will attempt to correct, at Plan Sponsor's expense, processing errors resulting from Plan Sponsor, or Plan Sponsor's representative, or otherwise caused by the negligent acts of Plan Sponsor; provided that Plan Sponsor promptly notifies VRIAC of such error and furnishes all data to VRIAC reasonably necessary to make such corrections. Plan Sponsor shall pay VRIAC its reasonable expenses incurred in making such corrections.

Schedule 1 – Plan Specifications

The following reflects the relevant provisions of the Plan document that will govern the administration of the Plan. The Plan Sponsor acknowledges it has reviewed and confirmed that these accurately reflect the provisions of the Plan as of the effective date of this Contract.

1. ERISA Status: The Metro I.R.S Section 457 Deferred Compensation Plan “Plan” is not subject to Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”).

2. Contribution Sources.
The sources of contribution permitted under the Plan are:
 - Employee Pre-tax
 - 457 Rollover
 - Non-457 Rollover
 - Designated Roth Contributions
 - Roth 457(b) Rollover
 - Roth Non-457(b) Rollover
 - Rollover of In-Plan Roth Non-457(b) Rollover Account
 - In Plan Roth non-457(b) Rollover
 - Employer Contribution: _____
(specify type of contribution)

3. Permissible In-Service Withdrawal Options
The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the Plan (*check all that applies*):
 - Unforeseeable Emergency Withdrawal
 - In-Service Distribution of Rollover Account(s)
 - In-Service Withdrawal for Governmental 457(b) Plans (aka de minimus withdrawal)
 - Purchase of Governmental Defined Benefit Plan Service Credit
 - Tax-Free Distribution for Health and Long Term Care Insurance (for retired public safety officers)
 - Age Based Withdrawal – *identify the age level to allow withdrawal 70.5*

4. Final Distribution Payment Options
The following payment options are available under the 457 Plan to a participant upon separation from service (*check all that applies*). The default options are checked below – if no change is made, these are the payment options that will apply to participant-initiated distributions processed under the Plan.
 - In cash (*check applicable option*):
 - full lump sum only partial or full lump sum
 - In installment payments over a period not to exceed the life expectancy of the participant or the joint and last survivor life expectancy of the participant and his or her designated primary Beneficiary. This includes the Systematic Withdrawal Option (SWO) and Estate Conservation Option (ECO) as described in the product information booklet.
 - Applied to the purchase of an annuity contract (*must be checked if J&S annuity is the normal form of benefit under the Plan*)
 - Rollover to another eligible retirement plan or IRA
 - Plan to plan transfer (after severance from employment)
 - Combination of all permitted payment options

5. Money Source Withdrawal Sequence

The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the Plan is identified below. Money will be withdrawn from participant investment options on a pro-rata basis. Fixed Account restrictions may apply; refer to Exhibit A – Pricing.

Employee Elective Deferrals
Rollovers from another 457 Plan
Rollovers from a 401 or 403(b) Plan or IRA

6. Mandatory Distributions

Mandatory distributions for terminated participants apply under the Plan:

If applicable, for purposes of mandatory distributions, rollover contribution balances will be:

- included in determining participant account balance
 excluded in determining participant account balance.

If applicable, select one of the following options regarding the automatic rollover of mandatory distributions pursuant to Code section 401(a)(31). ***All mandatory distributions / rollovers must be initiated by the Plan Sponsor.***

- Plan Sponsor has elected to reduce mandatory distribution limit from \$5,000 to \$1,000.
 Plan Sponsor has elected to require mandatory distribution of participant accounts up to \$5,000.

Schedule 2: Scope of Contractor Services

The Contractor agrees to provide the Plan with the services listed within this Schedule for the term of this Contract. For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. The one-time preparation and implementation of a Plan-specific product and service conversion or transition schedule which shall include notice to all Plan participants.
2. The initial installation of overall Plan records and individual Plan participant records.
3. To assist the Plan Sponsor and its legal counsel, the Contractor will, to the extent it has one available, provide a specimen plan document upon your request. As a specimen plan, you and your legal counsel may modify the document(s) to reflect your Plan design needs.
4. The development of Plan enrollment materials, including basic investment education material. The distribution of such materials shall be as mutually agreed upon by the parties.
5. Conducting introductory on-site education and enrollment meetings for employees.
6. Ongoing allocation of Plan contributions received in Good Order to individual participant accounts, and reconciliation of Plan and participant activity on a daily basis. For purposes of this provision, Plan contributions are deemed to include loan repayments (if applicable) and non-routine contributions, such as rollovers or plan to plan transfers, if permitted under the Plan.
7. Contractor will perform one test per month beginning in October through December on each participant account per Plan covered by this Contract for the limit on elective deferrals pursuant to Code section 402(g) and/or 457(e)(15) and on the annual additions limit in accordance with Code section 415(c), if applicable. If the Plan Sponsor sponsors more than one plan, the Contractor will not aggregate the plans for testing purposes, unless specifically agreed to within this Contract.
8. Ongoing maintenance of participant beneficiary designations under the Plan based upon mutually agreed upon procedures which shall be reflected in the Plan document. Participants may designate a beneficiary via the Contractor’s participant internet site or by speaking with a customer service representative via a toll free telephone line. Alternatively, participants may designate a beneficiary by completing and submitting a paper form.

Community Property Edit

This optional feature of the online beneficiary maintenance service will take into account community property laws applicable in the participant’s resident state at the time that he or she is making a beneficiary designation. When this service has been elected, the Contractor’s online beneficiary maintenance service will require any participant who has identified themselves as being married or in a registered domestic partnership or a civil union and who does not designate a person identified as his or her spouse or domestic partner as a primary beneficiary for at least the percentage prescribed under the community property laws to complete and submit a paper beneficiary designation form.

- The Plan Sponsor elects to utilize the Contractor’s Community Property Edit feature as described above.

9. Ongoing maintenance, recordkeeping of individual participant account records and processing in a timely manner of all transactions permitted under the Plan as authorized or approved by the Plan Sponsor. Any delegation of the Plan Sponsor’s role of authorizing or approving transactions under the Plan to the Contractor will be as directed later within this Schedule or other written instrument between the parties. Such direction shall not be construed as delegating Contractor discretion with respect to such decision.

Recordkeeping Multiple Payroll Locations

As an optional service to the Plan Sponsor, the Contractor may maintain participant data by payroll location as provided by the Plan Sponsor.

- The Plan Sponsor elects to utilize the Contractor's multiple payroll location recordkeeping service as described above.

10. Ongoing generation of periodic Plan activity reports for Plan Sponsor use, as mutually agreed upon, to be made available through a secure website.

If the Plan Sponsor has elected the Contractor's multiple payroll location recordkeeping service, the Contractor may segregate Plan Sponsor reporting (available via the Sponsor Web) by payroll location. Should the Plan Sponsor elect this optional service, the participant's location code or indicator must be included in the census or payroll data files submitted by the Plan Sponsor. If the division / sub-location indicator for a participant is blank, a default indicator will be assigned to the participant's account.

- The Plan Sponsor elects to utilize the Contractor's plan sponsor reporting by payroll location service as described above.

11. Ongoing processing of participant-initiated benefit payment requests received in Good Order, calculation and withholding of federal and state taxes, and the provision of necessary tax forms on a timely basis to participants who received taxable distributions during the previous year.
12. Ongoing provision of employee enrollment and education services, including the provision of communication packages which includes the necessary information for employees to enroll and make investment choices.
13. Access to customer service representatives via a toll free telephone line to respond to Plan participant inquiries, provide information about participants' accounts and investment options and to distribute administrative forms.
14. Access to an automated voice response system via toll free telephone lines, through which participants may obtain updated account and investment information and initiate transactions permitted under the Plan.
15. Access to an internet site, through which participants may obtain updated account and investment information, and initiate transactions permitted under the Plan and request forms for initiating certain transactions as permitted under the Plan.
16. The Contractor has an ongoing commitment to advancing the retirement readiness of your participants which includes our continued addition of self-service planning tools to the participant internet site along with the availability of phone and local Voya Financial Advisors representatives to assist individuals with their broader financial needs. These services are offered outside of the recordkeeping services described in this Contract. If individuals elect fee based services, fees are charged directly to the employee and will not be withheld from any plan participant account. In order to facilitate the delivery of the services, the Contractor may use participant data to the extent and for purposes authorized by the participant whose data is being used. Securities and investment advisory services offered through Voya Financial Advisors, Inc., member SIPC.
17. Access to a Sponsor Web site, through which a Sponsor may obtain reports. The Sponsor must select a primary contact by completing an administrative form to be provided by the Contractor.
18. Incoming Rollovers / Transfers Authorization
Ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review, and processing of these types of requests. Incoming rollover and transfer requests determined to be in Good Order will be processed on the same business day as the assets are received by the Contractor.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for review and final disposition of the determination.

19. Unforeseeable Emergency and/or Hardship Withdrawal Related provisions:
The Contractor* will be responsible for authorizing unforeseeable emergency or hardship withdrawals. Select **one** of the following options:

* The Contractor will provide ongoing review and processing of participant unforeseeable emergency or hardship withdrawal requests on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of these withdrawals as provided in Appendix I to Schedule 2.

The Contractor will make a determination (approval and/or denial) within 5 business days of receipt of the request, and supporting documentation, in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with payment being mailed or made available electronically through ACH no later than 5 business days following the date of favorable determination.

Permitted Frequency – No restrictions on how often a participant may request an unforeseeable emergency withdrawal.

Contribution Suspension Period: Not Applicable

20. Permissible In-Service Withdrawal Related Provisions
Contractor* will be responsible for authorizing in-service withdrawals permitted under the Plan. Select **one** of the following options:

*The Contractor's ongoing review and processing of participant-initiated withdrawal or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review and processing of these types of requests. Withdrawal or transfer requests are processed as of the date received in Good Order, with payment being mailed or made available electronically through ACH no later than 5 business days following the date the request is received in Good Order.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

Permitted Frequency – No restrictions on how often a participant may request an in-service withdrawal.

21. Domestic Relations Order Administration
The Contractor* will be responsible for reviewing and qualifying Domestic Relations Orders (DRO) under the Plan. Select **one** of the following options:

*Ongoing review and processing of DROs on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of DROs as provided in Appendix II to Schedule A.

The Contractor will make a determination within 5 business days of receipt of a DRO in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with confirmation being mailed.

If a DRO is not received in good order, the Contractor will work with the respective parties until the order is presented in Good Order.

NOTE: If a DRO received from a state agency is related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the

minor child and mail directly to the state agency per instructions in the DRO. Additional distribution paperwork and/or action from the alternate payee are not required.

22. Benefit Payment Related Provisions

The Contractor* will be responsible for authorizing participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) under the Plan. Select **one** of the following options:

*The Contractor will provide ongoing review and processing of participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) due to participant's separation from service or death, on behalf of the Plan Sponsor, based on mutually acceptable procedures for the review, qualification and processing of these requests. The Plan Sponsor is responsible for providing the Contractor with any and all participant termination data in the mutually agreed upon electronic format, within a reasonable time period following the participant's separation from service or death. In those individual circumstances where the Contractor does not have a beneficiary designation on file for the participant and where the Plan does not provide direction to make payment to the estate of the account holder, the Contractor will seek written direction from the Plan Sponsor as to who to make payment to pursuant to the Plan. The Contractor may not make the applicable benefit payment request transaction and/or paperwork available to the participant until the termination data is received from the Plan Sponsor in Good Order.

Benefit payment requests are processed as of the date received in Good Order; with payment being mailed or made available electronically through ACH no later than 5 business days following the date the request is received in Good Order. Accounts with administrative holds due to federal tax levies will not be distributed to the participant until such time that the federal tax levy is satisfied or as otherwise resolved. Once the participant has a triggering event, or requests a distribution, if evidence of payment of federal tax levy is not received, the Contractor will first make payment to satisfy the federal tax levy and then may any remaining distribution amount to the participant.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

23. Access to counseling by licensed agents or representatives for Plan participants, who are retiring or otherwise requesting a benefit payment from the Plan, based on mutually acceptable standards.
24. Ongoing processing of Required Minimum Distributions ("RMD") in accordance with the rules of Code Section 401(a)(9) for eligible Plan participants and their beneficiaries as follows:
- a. Participants: In the absence of an affirmative election or instructions received in Good Order from the participant on an annual basis for receiving the RMD, the Contractor is directed by the Plan Sponsor with respect to the 401(a)(k) or 457(b) Plan to calculate and distribute the RMD amount. The Contractor shall calculate the RMD in the following manner.
 - i. For participants with either (1) no beneficiary, (2) a non-spouse beneficiary, (3) a spouse beneficiary without a date of birth, or (4) a non-individual beneficiary (e.g., charitable organization), calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the distribution period under the Uniform Lifetime Table using the participant's age on 12/31 of the current year.
 - ii. For participants with a spouse beneficiary more than 10 years younger than the participant, calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the combined life expectancy factor under the Joint and Last Survivor Table using the ages of the participant and the spouse beneficiary on 12/31 of the current year.
 - iii. For participants who are at least 70-1/2 years of age in a calendar year and have separated from service with their employer, any distribution requested will first be reduced by the applicable RMD for the distribution calendar year.

- b. Beneficiary(ies): In the absence of an affirmative election or instructions received in Good Order from the beneficiary (ies), the Plan Sponsor directs the Contractor to calculate the RMD amount in accordance with Code Section 401(a)(9) provided the Contractor has received in Good Order proper notification of the participant's death and complete beneficiary(ies) information (including the complete name and address of the beneficiary(ies)). In situations where the life expectancy rules are not available for the calculation of the RMD either because the Contractor has not received the requisite information by the date for issuing RMD payments or the beneficiary is not entitled to receive RMD under the life expectancy rules, the Plan Sponsor directs the Contractor to apply the five-year payout rule and force out a lump sum by December 31st of the fifth year following the year of the participant's death.

The Plan Sponsor acknowledges that the Contractor shall not be responsible for any tax penalties or excise taxes the Plan Sponsor, Plan participants, or beneficiaries may incur as a result of the Contractor's failure to calculate and distribute the RMD amount where the failure is due to the Plan Sponsor's, the Plan participant's or the beneficiaries' failure to provide the required information in a timely manner.

25. Ongoing facilitation of communications between the Contractor, the Plan Sponsor and the Plan participants based on mutually acceptable guidelines.

Appendix I to Schedule 2: Unforeseeable Emergency Withdrawal Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of participant unforeseeable emergency withdrawal requests on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under the Plan. The Contractor will review the request to determine whether it satisfies the IRS and Plan requirements for an unforeseeable emergency or hardship.

To request an unforeseeable emergency withdrawal, a participant must complete the relevant paperwork and provide the appropriate documentation to support the request.

Unforeseeable Emergency Approval Requirements

Specifically, an unforeseeable emergency means extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant including:

- severe financial hardship of the participant resulting from an illness or accident of a participant, the participant's spouse or of a participant's dependent (as defined in Code Section 152(a))*;
- loss of the participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance); or
- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

*Effective in 2007, the Pension Protection Act of 2006 expanded this definition to include the participant's designated primary beneficiary.

In its evaluation, The Contractor will limit the withdrawal to the amount reasonably necessary to satisfy the financial need, which may include any amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a withdrawal shall be allowed only to the extent that such emergency is or may not be relieved through: 1) reimbursement or compensation from insurance or otherwise; 2) liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or 3) cessation of the participant's deferrals under the Plan.

The determination of whether a request qualifies as an unforeseeable emergency will be based on all the facts and circumstances of the participant's specific situation. While it is a subjective decision, the Contractor's process incorporates three underlying principles: consistent application of the IRS rules to similar situations; decisions must be reasonable and not arbitrary; and when there is a close call, we err on the conservative side.

The Contractor takes this review process very seriously and understands the importance of consistently administering the IRS and Plan requirements. The Contractor recognizes that failure to do so, and thus treating the Plan like a savings account, can result in adverse tax consequences to the participant and to the Plan.

Withdrawal requests will be reviewed in a timely manner. For requests which are approved, the Contractor will process the withdrawal as of the date of the approval. A participant, who has had a withdrawal request denied because of insufficient documentation, can resubmit his or her request to the Contractor for re-review with all applicable documentation.

A participant whose request has been denied after submission of all relevant documentation has the opportunity to appeal the decision to the Plan Sponsor.

Appeals of Denied Requests

The Plan Sponsor is the final authority for review of any withdrawal requests which have been denied by the Contractor.

- A participant desiring to appeal the Contractor's decision must submit the appeal to the Plan Sponsor or its designee within 30 days of receipt of the denied request. The participant must document in a letter the reason he or she feels the request should be reevaluated and why the circumstances qualify as an unforeseeable emergency or as an immediate and heavy financial need in the case of a hardship.
- Appeals must include all documentation submitted with the original request to the Contractor; the Contractor's determination letter and any additional supporting documentation not previously submitted.
- The Plan Sponsor will review a participant's request within 30 business days of the date of receipt of an appeal request.
- In reviewing the original decision, the Plan Sponsor will review the specific facts and circumstances of the participant's situation, the Contractor's analysis and the applicable IRS and Plan requirements. The Plan Sponsor's focus is on ensuring that the Contractor's decision was made in accordance with all of the IRS and Plan guidelines, as summarized above. In its appeal review, the intent of the Plan Sponsor is not to be more lenient than the law requires as this would jeopardize the favorable tax treatment for the participant and the Plan.
- The Plan Sponsor or its designee shall provide written notification to the participant, with a copy to the Contractor, as to whether its decision is to affirm the Contractor's original decision to deny the request, or reverse that decision and approve the participant's request.
- The Plan Sponsor's decision shall be binding on the participant, and he or she shall have no further ability to have the Plan Sponsor's decision overturned.

Appendix II to Schedule 2: Domestic Relation Order Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of Domestic Relations Orders (DRO) on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of DROs which has been reviewed and approved by the Plan Sponsor. The Plan Sponsor acknowledges that the Contractor will perform this service in a ministerial capacity only and will not exercise any discretion in performing this service. The Contractor's process if followed as specified below shall constitute a valid Plan Sponsor direction to process the DRO.

Definition of a Domestic Relations Order

A Domestic Relations Order ("DRO" or "Order") is a court order, judgment, or decree issued under a state's domestic relations law that recognizes the right of a spouse, former spouse, child, or other dependent of a participant in an employee benefit plan to receive all or part of the participant's benefit in the plan.

A Qualified Domestic Relations Order ("QDRO") is a DRO that has met the specific requirements mandated by federal law and the provisions of the Plan as determined by the Plan Administrator or its designee. A QDRO requires a qualified plan to pay all or any part of a participant's benefits to an alternate payee. An alternate payee is a spouse, former spouse, or dependent of the participant who is entitled to a portion of the participant's benefits.

Requirements for QDRO

In order for a participant's benefit to be assigned to an alternate payee (i.e., the spouse, former spouse, child or other dependent of the participant), a DRO that constitutes a QDRO within the meaning of the internal Revenue Code Section 414(p) must contain the required elements as outlined below as well as the Contractor's Good Order requirements. In addition, certain state rules may be imposed on domestic relations orders by statute.

1. The Order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted as they are not in compliance with the Contractor's Good Order standards.
2. The Order must create or recognize the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable under the plan with respect to a participant.
3. The Order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a participant, made pursuant to a state domestic relations law (including a community property law).
4. The Order must clearly and unambiguously name each Plan to which the order applies. The Order must reflect the full Plan name as stated within the Plan document.
5. The Order must provide the following participant information:
 - Name (full legal name)
 - Social Security Number¹
 - Last known mailing address
 - Date of Birth

¹If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.

6. The order must provide the following alternate payee¹ information:
 - Name (full legal name)
 - Social Security Number²
 - Last known mailing address
 - Date of Birth

¹If the alternate payee is a minor child, the name of the custodial parent is needed in the Order.

²If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.

7. The Order must include the exact dollar amount or percentage of the participant's benefits to be paid by the plan to each alternate.
8. If the participant has an outstanding and/or defaulted loan, the Order must indicate if the outstanding and/or loan balance should be used in determining the amount due.
9. The Order must specify the exact date or the payment period to which the Order applies (i.e., the determination or valuation date). Participant accounts are valued each business day the New York Stock Exchange is open.
10. The Order must clearly indicate if the dollar amount or percentage should be adjusted for any earnings (gains/losses) from the determination/valuation date to the date the assets are segregated, and if these should be segregated on behalf of the alternate payee.
11. The Order should clearly specify whether the participant's vested or total account balance is to be used in determining the alternate payee's portion he or she is entitled to. Generally, the vested account balance is used for calculation purposes. Account values fluctuate with market conditions. The Contractor will verify whether there are sufficient funds available for segregation from the participant's account in the amount of the court ordered award to the alternate payee(s). The Contractor will not be liable for any damage (actual or alleged) resulting from such actions. If the dollar amount specified is above the current balance, the Order may be rejected. Only vested benefits may be paid. If the participant is partially vested, and the award is for more than the presently vested amount, payment of the non-vested portion may not be made to the alternate payee until the participant has become vested in that amount.
12. If the Plan has non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.) the Order must not require that amounts be redeemed from non-core investment options. To the extent that amounts invested in the core investment options are not sufficient to satisfy the Order, the Contractor will not approve the Order until the participant has transferred from the non-core investment option into the core investment options the amount necessary to satisfy the Order.
13. The Order must provide that the calculation of the amount of the participant's benefit to which the alternate payee is entitled to be readily calculable and according to records currently available to the Contractor. Pursuant to this requirement, the Contractor will not accept any Order that requires calculations prior to the time the Contractor began providing services to the Plan.
14. A plan may specify a date as of which QDROs are allowed under the Plan (such as Orders dated after a specified date, e.g., January 1, 2002). Court orders which pre-date the allowance of QDROs under the Plan may not be accepted. If no date is specified, the presumption is the Plan has always allowed QDROs.
15. The Order must not require the plan to provide any type or form of benefit or any option, not otherwise provided under the Plan. Also, the Order cannot require payment to an alternate payee in the form of a qualified joint and survivor annuity in favor of the alternate payee and his or her spouse.
16. The Order must not require the plan to provide increased benefits (determined on the basis of actuarial value).
17. The Order must not require any payment of benefits to an alternate payee that are required to be paid to another alternate payee under a previously issued QDRO.
18. The Order must not provide for tax treatment of the account other than as required under federal law and regulations. If the Order is for a minor, taxes will be withheld from the amount that is ultimately paid from the minor's account unless the Order specifies otherwise.
19. The Order may state the segregated amount shall be distributed to the alternate payee, or the custodial parent for the benefit of a minor, if applicable, as soon as administratively feasible after the Contractor's

acceptance of the Order as a QDRO. The custodial parent for the minor will need to contact the Contractor at (800) 584-6001 to obtain a distribution form. The distribution can only be made payable to the custodial parent for the benefit of the minor. Taxes of 10% will be withheld from the minor's distribution and the Form 1099-R will be reported to the participant.

NOTE: If this pertains to a Qualified Domestic Relations Order received from a state agency related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the minor child and mail directly to the state agency per instructions in the Order. Additional distribution paperwork and/or action from the alternate payee is not required.

If the Order meets all of the approval requirements listed above, it will be given effect and the Contractor will send notification of approval to the involved parties and their counsel.

If the order fails to meet one or more of the approval requirements listed above, it will be rejected. A letter notifying the involved parties of the rejection will be mailed, together with an explanation.

Payments to the Alternate Payee

The alternate payee may receive an immediate or deferred payment in accordance with the distribution options provided under the Plan.

The alternate payee must complete and submit applicable disbursement paperwork for such distributions. Such paperwork is available by contacting a customer service associate.

Schedule 3: Administrative Requirements

For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. Participant account statements and Plan Sponsor reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals. Plan Sponsor agrees to review statements, IRS filings and other report or documents produced by the Contractor and to promptly identify in writing any errors or discrepancies. The Contractor agrees to correct any errors it is promptly notified of without charge. The Contractor will not have any additional liability for errors, unless due solely to its gross negligence.
2. Participant account statements include detail regarding all transactions since the prior statement date.
3. Under normal circumstances and unless otherwise authorized by the Plan Sponsor; participant statements shall be mailed within 15 days of the end of a statement period. Where a participant has more than one Plan account subject to this Contract, the account statement will reflect all Plan account balances, unless you direct the Contractor otherwise. (See Exhibit A – Performance Standards)
4. Information on payout options, including a notice which satisfies the requirements of Internal Revenue Code Section 402(f), will be made available to participants through the internet or a toll free telephone number. Additionally, upon a terminated participant’s request, a licensed representative will provide to the participant education and assistance on the available payout options.
5. Contributions including loan repayments (if applicable) determined to be in Good Order on any day that the New York Stock Exchange is open (a "Business Day"), and prior to the close of the exchange, shall be applied to the appropriate account on that day's close of business of the New York Stock Exchange. Contributions received at any other time will be applied to the appropriate account on the next succeeding Business Day. Written confirmation of receipt and deposit will be provided to the Plan Sponsor or its designee by mail. The Contractor shall notify the Plan Sponsor or its designee by telephone within two business days of discovery of transactions received not in Good Order. If after 5 business days, transactions remain not in Good Order, the Contractor will require the Plan Sponsor to provide written consent for the Contractor to continue holding the amount of the contributions related to the not in Good Order transactions in a non-interest bearing suspense account. If after 14 business days, the transactions remain not in Good Order, the amount of the contributions received not in Good Order will be refunded to the Plan Sponsor.
6. A calendar year-end report shall be delivered to the Plan Sponsor, by March 31st of the following year. The custom Plan Review book includes Plan-specific data on plan assets, participant counts and average balances, contribution and distribution activities, service utilization along with fund performance and Scorecard information. Industry benchmarking is available to help you compare your Plan to other comparable plans in the industry.
7. Upon request, the Contractor will provide fee disclosure to the Sponsor in accordance with Department of Labor (DOL) regulation §2550.408(b)(2). The Plan Sponsor acknowledges it has received, understood and agrees to all pricing and fee information related to the services provided under this Contract, including the investment expenses and indirect compensation disclosure document which collectively confirm with the United States Department of Labor service provider fee disclosure regulations under Section 408(b)(2) of ERISA.
8. The Contractor will maintain appropriate records and documents for not less than six years from document creation. Upon reasonable prior notice, each party will make available to the other such records and documents relating to this Contract as may be required for a Plan audit.

Schedule 4: Investment Provider Minimum Standards Disclosure Statement

The following items summarize the minimum administrative requirements required in order for the Contractor to transact with an investment provider on the Plan's behalf:

1. **Pricing Deadlines:** The investment provider must furnish the Contractor with confirmed net asset value information as of the close of trading (generally 4:00 p.m., Eastern Time) on the New York Stock Exchange ("Close of Trading") on each business day that the New York Stock Exchange is open for business ("Business Day") or at such other time as the net asset value of the fund is calculated as disclosed in the relevant then current prospectus(es) in a format that includes (i) the fund's name and the change from the last calculated net asset value, (ii) dividend and capital gains information as it arises, and (iii) in the case of a fixed income fund, the daily accrual or the distribution rate factor. Such information shall be provided to the Contractor by 6:30 p.m. Eastern Time. "Net" means after all management, service and administrative expenses are deducted.
2. **Pricing Error Reimbursements:** The investment provider shall agree to hold the Plan harmless for any amounts erroneously credited to participant accounts due to (i) an incorrect calculation of the fund's daily net asset value ("NAV"), dividend rate, or capital gains distribution rate or (ii) incorrect or late reporting of the daily net asset value, dividend rate, or capital gains distribution rate of a fund, by reimbursing the Contractor, on the Plan's behalf. In addition, the fund shall be liable to the Contractor for systems and out of pocket costs incurred by the Contractor in making the Plan's or the participant's account whole, if such costs or expenses are a result of the fund's failure to provide timely or correct net asset values, dividend and capital gains or financial information and if such information is not corrected by 4:00 p.m. Eastern Time of the next Business Day after releasing such incorrect information provided the incorrect NAV as well as the correct NAV for each day that the error occurred is provided. If a mistake is caused in supplying such information, which results in a reconciliation with incorrect information, the amount required to make a Plan's or a participant's account whole shall be borne by the investment provider providing the incorrect information, regardless of when the error is corrected.
3. **Sales Literature:** The investment provider will provide to the Contractor at least one complete copy of all prospectuses, statements of additional information, annual and semiannual reports and proxy statements, other related documents, and all amendments or supplements to any of the above documents that relate to the fund promptly after the filing of such document with the SEC or other regulatory authorities. The investment provider agrees to provide to the Contractor, in electronic format, performance updates and portfolio updates for the fund within 10 business days after the end of each calendar quarter.
4. **Advertising:** Advertising and literature with respect to the fund prepared by the Contractor for use in marketing shares of the fund to the Plan shall be submitted to the investment provider for review and approval before such material is used with the Plan. The investment provider shall advise the Contractor in writing within three (3) Business Days of receipt of such materials of its approval or disapproval of such materials.
5. **Expense Reimbursement:** The investment provider shall make available for reimbursement certain out-of-pocket expenses the Contractor incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Contractor in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Contractor associated with proxies for the fund, including proxy preparation, group authorization letters, programming for tabulation and necessary materials (including postage).
6. **Excessive Trading:** The investment provider shall use its best efforts and shall reasonably cooperate with the Contractor to generally prevent any market timing and frequent trading activity under the Plan. See the Contractor's "Excessive Trading" Policy, Schedule 5.

Schedule 5: Voya Financial® “Excessive Trading” Policy

The Voya Financial® family of insurance companies (“Voya®”), as providers of multi-fund variable insurance and retirement products, has adopted this Excessive Trading Policy to respond to the demands of the various fund families which make their funds available through our variable insurance and retirement products to restrict excessive fund trading activity and to ensure compliance with Section 22c-2 of the Investment Company Act of 1940, as amended. Voya’s current definition of Excessive Trading and our policy with respect to such trading activity is as follows.

1. Voya actively monitors fund transfer and reallocation activity within its variable insurance and retirement products to identify Excessive Trading.

Voya currently defines Excessive Trading as:

- a. More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a “round-trip”). This means two or more round-trips involving the same fund within a 60 calendar day period would meet Voya’s definition of Excessive Trading; or
- b. Six round-trips within a 12 month period.

The following transactions are excluded when determining whether trading activity is excessive:

- a. Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
 - b. Transfers associated with scheduled dollar cost averaging, scheduled rebalancing or scheduled asset allocation programs;
 - c. Purchases and sales of fund shares in the amount of \$5,000 or less;
 - d. Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
 - e. Transactions initiated by a member of the Voya family of insurance companies.
2. If Voya determines that an individual has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, Voya will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to Customer Service, or other electronic trading medium that Voya may make available from time to time (“Electronic Trading Privileges”). Likewise, if Voya determines that an individual has made five round-trips within a 12 month period, Voya will send them a letter warning that another purchase and sale of that same fund within 12 months of the initial purchase in the first round-trip in the prior twelve month period will be deemed to be Excessive Trading and result in a six month suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of the warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative or investment adviser for that individual. A copy of the warning letters and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the trading activity.
 3. If Voya determines that an individual has used one or more of its products to engage in Excessive Trading, Voya will send a second letter to the individual. This letter will state that the individual’s Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those which involve the fund whose shares were involved in the Excessive Trading activity, will then have to be initiated by providing written instructions to Voya via regular U.S. mail. During the six month suspension period, electronic “inquiry only” privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the Excessive Trading activity.
 4. Following the six month suspension period during which no additional Excessive Trading is identified, Electronic Trading Privileges may again be restored. Voya will continue to monitor the fund transfer and reallocation activity, and any future Excessive Trading will result in an indefinite suspension of the

Electronic Trading Privileges. Excessive Trading activity during the six month suspension period will also result in an indefinite suspension of the Electronic Trading Privileges.

5. Voya reserves the right to limit fund trading or reallocation privileges with respect to any individual, with or without prior notice, if Voya determines that the individual's trading activity is disruptive, regardless of whether the individual's trading activity falls within the definition of Excessive Trading set forth above. Also, Voya's failure to send or an individual's failure to receive any warning letter or other notice contemplated under this Policy will not prevent Voya from suspending that individual's Electronic Trading Privileges or taking any other action provided for in this Policy.
6. Each fund available through Voya's variable insurance and retirement products, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy. Voya reserves the right, without prior notice, to implement restrictions and/or block future purchases of a fund by an individual who the fund has identified as violating its excessive/frequent trading policy. All such restrictions and/or blocking of future fund purchases will be done in accordance with the directions Voya receives from the fund.

Schedule 6: Additional Plan Services & Fees

1. Miscellaneous Plan Service Charges

- a. Express mailing of termination, withdrawal and loan checks & related paperwork to participant (on exception basis only).

\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.

- b. Wiring of termination, withdrawal and loan proceeds to participant.

\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.

- c. Stop payment.

\$50.00 per occurrence, to be assessed against the participant's account.

- d. A self-directed brokerage account fee applicable to each Plan subject to this Contract that has elected to use this optional service.

\$50.00 annual fee per participant, to be assessed against the participant's account.

Appendix I to Schedule 6: Fee Levelization Service

This optional service allows the Contractor to apply any revenue sharing generated by the plan's mutual fund investment options to the individual participant's whose account balances generated the revenue as a revenue credit. This credit may fully or partially offset the Plan's recordkeeping fees. Contractor will receive its required revenue as described in Section of this Contract.

- The Plan Sponsor elects to utilize the Contractor's Fee Levelization Service (the "Service") as described herein.

The revenue credit will be calculated monthly, on the 20th of the month (or the next business day if the 20th falls on a day the New York Stock Exchange is closed). It will be based on the average daily fund balance of the prior month, excluding the self-directed brokerage account funds, outstanding loan balances and the Voya Fixed Plus Account III. Revenue basis points for all funds active on the first day of the month for which the revenue credit is being calculated will be used. Any revenue credit due to a participant will be allocated to their account on the same day as the revenue credit is calculated and invested prorata in accordance with their then current fund allocation instructions. Revenue credits will not be allocated to any self-directed brokerage account (SDBA) and or any outstanding loan balances, if available to the Plan.

A separate calculation will be performed for terminated participants who have a zero balance as of the end of the prior month as a result of a full withdrawal during the month. The credit will be calculated as described below. The monthly asset based fee will be calculated, and if the revenue credit is less than the asset based fee owed, no revenue credit or fee will be credited or debited from the account. If the revenue credit is greater than the monthly asset based fee, the net amount will be allocated to the participant's account. Following the posting of the revenue credit to the participants account with a zero balance, a distribution will be processed on behalf of the participant, following the same distribution method as the original termination transaction. No additional processing fee, if applicable, will be charged to the participant account for the subsequent distribution processing of the revenue credit.

The Plan Sponsor agrees that:

- The offering of this Service assumes that the plan's investment menu does not contain any investment options which prohibit this type of arrangement.
- Contractor reserves the right to discontinue this Service should it be called into question, subject to scrutiny, or be deemed to be in violation of applicable law or regulation.
- Neither VRIAC or the Broker-Dealer, nor any of their affiliates, is acting as a fiduciary within the meaning of ERISA in connection with the Service.

Schedule 7: General Compensation Provisions

1. Direct and Indirect Compensation:

This Schedule describes compensation received by the Contractor for services rendered to the Plan and Plan participants, including fees and revenue derived from both direct and indirect sources.

Direct Compensation includes compensation paid directly by Plan Sponsor or the Plan to the Contractor for plan recordkeeping and administrative services including certain transaction fees that are charged directly to participant accounts.

Indirect Compensation includes compensation from sources other than direct fees that the Contractor may collect from third parties, including revenue derived from service arrangements with mutual funds, revenue sharing and other indirect compensation that may be generated in servicing the Plan.

2. Assumptions:

The Contractor has agreed to perform certain services as specified within this Contract. Based on the assumptions outlined in section 3.01 of Exhibit A – Retirement Plan Services Agreement, the Contractor agrees to supply the Services for the compensation specified in Exhibit A - Pricing, as supplemented by any additional compensation or transaction fees as specified within Schedule 6 and with respect to Self Directed Brokerage Account, as specified in a separately executed agreement(s).

3. Fund Specific Revenue:

Indirect compensation received by the Contractor represents revenue from investment companies based on the investment of assets held in the Plan pursuant to agreements between the applicable investment companies and the Contractor. They represent fees payable from such investment companies for shareholder services, sub-transfer agency services, or pursuant to a 12b-1 plan adopted by such investment companies.

In the case of investment options of VRIAC affiliates or former affiliates, Contractor compensation represents revenue assumptions made by the Contractor's defined contribution business for purposes of product pricing. Gross revenues from such investment options generally include payments for investment management and for certain administrative services. Pricing assumptions are derived from gross fund revenues, less the internally transferred costs of fund management and administration. The pricing assumptions for certain investment options of VRIAC affiliates or former affiliates reflect the approximate weighted average of the net fund revenues of each portfolio within a given VRIAC fund complex.

In the case of the fixed income fund, the Contractor does not derive revenue at a fixed rate. As is the case with similar insurance company general account investment options, over the long-term we expect to earn a spread between the investment return on the underlying general account assets and amounts credited to contracts that utilize the Fixed Account. This spread is intended to cover our investment related expenses, a portion of product administration expenses that would otherwise be covered by explicit charges, and the risks associated with the minimum monthly, annual (if applicable), and lifetime interest rate guarantees, including those associated with asset defaults, as well as to provide a profit margin for the Contractor.

4. Changes in Investment Options:

To the extent the Contractor's compensation is derived in whole or in part from revenue from the Plan Sponsor's selection of certain investment products offered by or through the Contractor, the Contractor reserves the right to amend the Contract, including this Schedule, in the event such revenue is reduced by a change in the investment products or options available under the Plan.

Schedule 8: VRIAC's Policy for Correction of Inadvertent Processing Errors

As your Plan's administrative service provider, Voya Retirement Insurance and Annuity Company ("VRIAC") has agreed to process transaction orders received in good order prior to market close from the plan and plan participants accurately and on a timely basis. We seek to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. Inadvertent processing errors are exclusively defined as incorrect or untimely processing by VRIAC employees of transactions that are received in good order. Inadvertent processing errors do not include errors made by plan sponsors or third parties.

VRIAC will correct any identified inadvertent processing error caused by VRIAC (a "VRIAC inadvertent processing error") as soon as practicable, typically no later than five (5) business days after VRIAC has identified sufficient information to correct the error. VRIAC represents that in no event will VRIAC exercise discretionary authority or control over the correction of inadvertent processing errors in order to maximize gain or correct such error for VRIAC's own benefit or interest.

Once a VRIAC inadvertent processing error has been identified, we promptly take corrective action to put the plan and its participants in a position financially equivalent to the position they would have been in if the processing error had not occurred. This means that VRIAC will make the plan whole for any loss to a plan resulting from correcting a VRIAC processing error. If any gain to a plan results in connection with a corrected transaction, VRIAC will keep that gain. The following examples illustrate the effect of the policy:

- When a plan participant directs that a certain dollar amount be contributed to his or her plan account, VRIAC credits the number of investment units that dollar amount will purchase to the participant's account on Day 1, the day the contribution is processed.

The number of units is based on the unit's dollar value on Day 1, as set by the investment fund and communicated to VRIAC after market close. If an inadvertent error occurs, and VRIAC does not process the contribution until Day 2, VRIAC will determine the number of units that should have been credited on Day 1, using Day 1's unit price. If, on Day 2, the unit price has gone up, the dollar amount of the contribution will not be enough to cover the number of units the participant should have received. VRIAC will make up the difference such that the participant receives the number of units he or she would have received on Day 1 and VRIAC will absorb the loss. The participant is not charged for any additional cost.

However, if, on Day 2, the unit price has gone down, the amount of the contribution would purchase more units on Day 2 than it would have purchased on Day 1. In that circumstance, the participant will receive the number of units he or she would have received on Day 1 had the transaction been processed and VRIAC will keep the excess as part of its overall fee for services under the contract.

Regardless of whether there is a gain or a loss, the participant receives the benefit of what he or she requested.

- When a plan participant makes a withdrawal request of a certain dollar amount from his or her account, VRIAC liquidates or sells the number of investment units needed in order to make the distribution. Thus, on Day 1, VRIAC typically would sell or liquidate investment units in the participant's investment fund at Day 1's price to make the distribution. If, due to a VRIAC inadvertent processing Error, VRIAC processes the instructions a day late, VRIAC will make sure that the participant receives the dollar amount he/she requested. VRIAC will sell or liquidate the same number of units that would have been sold on Day 1 had the transaction been accomplished on Day 1. If the unit price has declined, liquidated units will have a lower value on Day 2 than they had on Day 1, which means that VRIAC must make up the difference so that the participant receives the requested amount in full. In doing so, VRIAC will incur a loss, which it absorbs. On the other hand, if the market has gone up and the units have increased in value, VRIAC will sell the same number of units as it would have sold on Day 1, but the sales amount will be higher than the requested withdrawal. VRIAC will keep the excess as part of

its overall fee. In either circumstance, the participant receives the benefit of what he or she requested and bears no additional cost.

VRIAC tracks the net financial experience of VRIAC's Correction Account and the effect of the corrections for each affected plan on an annual basis and will make that information available in accordance with ERISA Section 408(b)(2). Any gains kept by VRIAC constitutes additional compensation for the services provided by VRIAC under its contract and VRIAC will report it in accordance with ERISA Section 408(b)(2).

By executing an administrative services agreement with VRIAC, you are authorizing VRIAC's application of the error correction policy as described above to your Plan in connection with the plan administrative services that VRIAC will provide. You have the right to terminate VRIAC's services in accordance with the terms of the administrative services agreement.

Schedule 9: Servicing Representatives

The Contractor and/or the Plan Sponsor designate the following individual(s) to serve as its representatives with respect to this Contract. Representatives are designated as one of the following:

Agent, including Career Agent – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, registered representative of Voya Financial Advisors, Inc. and receives commission based compensation.

Broker – (Non Voya FA Only) – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, but affiliated with a broker-dealer other than Voya Financial Advisors, Inc. and receives commission based compensation.

Salaried Enroller – Voya Retirement Insurance and Annuity Company employees who will not receive commission based salary and are registered representatives of Voya Financial Advisors, Inc.

Agent Broker Salaried Enroller

Representative Name Seth Crosby Last 4 Digits SSN 0203

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 051 Rep # 866 % Participation 100% (Loc. Code)

Agent Broker Salaried Enroller

Representative Name Jonathan Cox Last 4 Digits SSN 9145

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 051 Rep # 994 % Participation 100% (Loc. Code)

Agent Broker Salaried Enroller

Representative Name _____ Last 4 Digits SSN _____

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 051 Rep # % Participation _____ (Loc. Code)

Certificate Of Completion

Envelope Id: BB4C1F0306F74D06830459F403558AC3	Status: Completed
Subject: Please Sign this Metro Contract 415020 Voya Retirement Insurance (Treasury)	
Source Envelope:	
Document Pages: 81	Signatures: 6
Certificate Pages: 16	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bethany Morris
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	bethany.morris@nashville.gov
	IP Address: 10.101.101.11

Record Tracking

Status: Original	Holder: Bethany Morris	Location: DocuSign
9/27/2017 2:56:59 PM	bethany.morris@nashville.gov	

Signer Events

Stephen Pitman
stephen.pitman@nashville.gov
Security Level: Email, Account Authentication (None)

Signature



Using IP Address: 170.190.198.190

Timestamp

Sent: 9/27/2017 2:59:14 PM
Viewed: 9/27/2017 2:59:33 PM
Signed: 9/27/2017 3:01:07 PM

Electronic Record and Signature Disclosure:

Accepted: 9/27/2017 2:59:33 PM
ID: 668e719d-5407-462d-a294-1aa38e19664e

Genario Pittman
Genario.Pittman@nashville.gov
Security Level: Email, Account Authentication (None)



Using IP Address: 170.190.198.190

Sent: 9/27/2017 3:01:10 PM
Viewed: 9/28/2017 11:55:02 AM
Signed: 9/28/2017 11:55:49 AM

Electronic Record and Signature Disclosure:

Accepted: 9/28/2017 11:55:02 AM
ID: 7fa8b532-149d-4c1a-97f5-2587fca28cb5

Donna Foster
donna.foster@nashville.gov
Security Level: Email, Account Authentication (None)



Using IP Address: 170.190.198.100

Sent: 9/28/2017 11:55:54 AM
Viewed: 9/28/2017 11:56:58 AM
Signed: 9/28/2017 11:59:15 AM

Electronic Record and Signature Disclosure:

Accepted: 9/28/2017 11:56:58 AM
ID: e6a49ea7-367e-446b-8147-d6ace157fbd5

Kati Guenther
Kati.Guenther@nashville.gov
Security Level: Email, Account Authentication (None)



Using IP Address: 170.190.198.190

Sent: 9/28/2017 11:59:20 AM
Viewed: 9/28/2017 1:36:38 PM
Signed: 9/28/2017 1:38:36 PM

Electronic Record and Signature Disclosure:

Accepted: 9/28/2017 1:36:38 PM
ID: 74d78b1b-85d7-46e0-90a4-4ef0ba42cba5

Signer Events**Signature****Timestamp**

Benjamin Moy
Benjamin.Moy@voya.com
Vice President
Voya Retirement Insurance and Annuity Company
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Benjamin Moy
D0044D4937C143B...
Using IP Address: 165.225.32.81

Sent: 9/28/2017 1:38:40 PM
Resent: 10/3/2017 11:13:38 AM
Viewed: 9/29/2017 7:28:56 AM
Signed: 10/3/2017 11:21:58 AM

Electronic Record and Signature Disclosure:
Accepted: 9/29/2017 7:28:56 AM
ID: 5b2ac5bf-b412-4120-99ae-c0f3f342e755

Michelle A. Hernandez Lane
michelle.lane@nashville.gov
Procurement Agent
Metro

DocuSigned by:
Michelle A. Hernandez Lane
90AEFF4BE9046F...
Using IP Address: 170.190.198.190

Sent: 10/3/2017 11:10:53 AM
Viewed: 10/3/2017 5:07:48 PM
Signed: 10/3/2017 5:09:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tom Eddlemon
Tom.Eddlemon@nashville.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Tom Eddlemon
65A9B587275F451...
Using IP Address: 170.190.198.190

Sent: 10/3/2017 5:09:30 PM
Viewed: 10/4/2017 7:58:50 AM
Signed: 10/4/2017 7:59:17 AM

Electronic Record and Signature Disclosure:
Accepted: 10/4/2017 7:58:50 AM
ID: ef981652-ba34-41f0-a7f8-3ceccfe83f5e

Anthony Neumaier
tony.neumaier@nashville.gov
Security Level: Email, Account Authentication
(None)

DS
AN
Using IP Address: 170.190.198.190

Sent: 10/4/2017 7:59:22 AM
Viewed: 10/4/2017 8:08:54 AM
Signed: 10/4/2017 8:09:02 AM

Electronic Record and Signature Disclosure:
Accepted: 7/14/2014 1:44:52 PM
ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d

Talia Lomax O'dneal
talia.lomaxodneal@nashville.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Talia Lomax O'dneal
EC3EA21F849C47C...
Using IP Address: 174.195.135.99
Signed using mobile

Sent: 10/4/2017 8:09:06 AM
Viewed: 10/4/2017 8:26:11 AM
Signed: 10/4/2017 8:26:39 AM

Electronic Record and Signature Disclosure:
Accepted: 10/4/2017 8:26:11 AM
ID: f2eb87c2-fe9a-4a51-b8c7-ccb97a7e9fbe

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Completed
Using IP Address: 170.190.198.100

Sent: 10/4/2017 8:26:44 AM
Viewed: 10/4/2017 11:26:43 AM
Signed: 10/5/2017 10:03:08 AM

Electronic Record and Signature Disclosure:
Accepted: 10/5/2017 10:13:30 AM
ID: 1f9abf2b-7b1e-406e-a9d9-bb310f51b930

Signer Events

Balogun Cobb
 balogun.cobb@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Signature


Using IP Address: 170.190.198.144

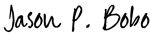
Timestamp

Sent: 10/5/2017 10:03:15 AM
 Viewed: 10/5/2017 11:38:05 AM
 Signed: 10/5/2017 11:39:42 AM

Electronic Record and Signature Disclosure:

Accepted: 10/5/2017 11:38:05 AM
 ID: eb4b2552-299c-4371-96fc-04115022c716

Jason P. Bobo
 margaret.darby@nashville.gov
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 56B50B7AB9D9435...

Using IP Address: 170.190.198.100

Sent: 10/5/2017 11:39:47 AM
 Viewed: 10/5/2017 12:14:28 PM
 Signed: 10/9/2017 2:04:10 PM

Electronic Record and Signature Disclosure:

Accepted: 10/5/2017 12:14:28 PM
 ID: 7c56845c-3e40-4d04-a59b-456ee20c0fcc

Elizabeth Waites
 Elizabeth.Waites@nashville.gov
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 323F3F6B152D487...

Using IP Address: 170.190.198.100

Sent: 10/9/2017 2:04:15 PM
 Viewed: 10/9/2017 2:27:32 PM
 Signed: 10/9/2017 2:28:31 PM

Electronic Record and Signature Disclosure:

Accepted: 10/9/2017 2:27:32 PM
 ID: 88400297-2fa6-474e-8852-84bc1d9d8f2a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Joe Ann Carr
 joeann.carr@nashville.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 10/9/2017 2:28:35 PM
 Viewed: 10/9/2017 2:29:48 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	10/9/2017 2:28:35 PM
Certified Delivered	Security Checked	10/9/2017 2:28:35 PM
Signing Complete	Security Checked	10/9/2017 2:28:35 PM
Completed	Security Checked	10/9/2017 2:28:35 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**


Certificate Of Completion

Envelope Id: B86FD0067ED14C09A2C937284EB66B14	Status: Sent
Subject: Metro Contract 415020 Amendment 1 with Voya Retirement Insurance and Annuity Co. (Finance-Treasury)	
Source Envelope:	
Document Pages: 152	Signatures: 10
Certificate Pages: 17	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
12/15/2021 10:01:20 AM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
John Stewart		Sent: 12/15/2021 10:17:52 AM
john.stewart@nashville.gov		Viewed: 12/15/2021 10:28:03 AM
Security Level: Email, Account Authentication (None)		Signed: 12/15/2021 10:28:40 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
 Accepted: 12/15/2021 10:28:03 AM
 ID: 6203fc67-291a-47f6-94e3-63a3e23217a8

Terri L. Ray		Sent: 12/15/2021 10:29:04 AM
Terri.Ray@nashville.gov		Viewed: 12/15/2021 1:14:31 PM
Senior Procurement Officer		Signed: 12/15/2021 1:15:20 PM
Metropolitan Government of Nashville and Davidson County	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Loan Huynh		Sent: 12/15/2021 1:15:45 PM
Loan.Huynh@nashville.gov		Viewed: 12/16/2021 2:49:36 PM
Security Level: Email, Account Authentication (None)		Signed: 12/16/2021 2:51:37 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

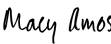
Rachel Jones		Sent: 12/16/2021 2:52:01 PM
rachel.jones@nashville.gov		Viewed: 12/16/2021 3:45:43 PM
Security Level: Email, Account Authentication (None)		Signed: 12/16/2021 3:48:53 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 12/16/2021 3:45:43 PM ID: ce7f21d1-f1d0-4541-bea1-d9078418243f</p>		
<p>Benjamin Moy benjamin.moy@voya.com Vice President Voya Retirement Insurance and Annuity Company Security Level: Email, Account Authentication (None)</p>	<p><i>Benjamin Moy</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.129.205.16</p>	<p>Sent: 12/16/2021 3:49:17 PM Viewed: 12/16/2021 4:17:10 PM Signed: 12/16/2021 4:59:59 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/16/2021 4:17:10 PM ID: 9c0102ba-cf78-4791-aae4-573e31dfed06</p>		
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/16/2021 5:00:23 PM Viewed: 12/21/2021 10:40:53 PM Signed: 12/21/2021 10:43:19 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Michell Bosch Michell.Bosch@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Michell Bosch</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/21/2021 10:43:42 PM Viewed: 12/22/2021 12:21:19 PM Signed: 12/22/2021 12:23:08 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/22/2021 12:21:19 PM ID: dc55677d-81ff-45e6-8766-a3a4fcc8e720</p>		
<p>Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p>	<p><i>Kelly FlanneryTJE</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.177.190.102 Signed using mobile</p>	<p>Sent: 12/22/2021 12:23:32 PM Viewed: 12/22/2021 2:48:57 PM Signed: 12/22/2021 2:51:07 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/22/2021 2:48:57 PM ID: dc6f22df-c3b9-414c-b9d7-900edf1b1063</p>		
<p>Kelly Flannery/MJW MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kelly Flannery/MJW</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/22/2021 2:51:37 PM Viewed: 12/23/2021 8:14:10 AM Signed: 12/23/2021 8:14:52 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/23/2021 8:14:10 AM ID: fc6dd9f7-a3ab-49de-b6fb-5d178d7e467e</p>		

Signer Events	Signature	Timestamp
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	<p>Sent: 12/23/2021 8:15:17 AM Viewed: 12/23/2021 8:39:58 AM Signed: 12/23/2021 8:40:05 AM</p>

Electronic Record and Signature Disclosure:
Accepted: 12/23/2021 8:39:58 AM
ID: 62455c24-cd6c-4b47-b053-077e5fc933da

<p>Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	<p>Sent: 12/23/2021 8:40:30 AM Viewed: 12/28/2021 10:20:23 AM Signed: 12/28/2021 10:21:09 AM</p>
---	--	--

Electronic Record and Signature Disclosure:
Accepted: 12/28/2021 10:20:23 AM
ID: a6c4c06d-f8ed-47f5-a05b-8938658fcaa7

<p>Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/28/2021 10:21:36 AM</p>
--	--	-------------------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/28/2021 10:21:32 AM Viewed: 12/28/2021 10:28:48 AM</p>
---	---	---

Electronic Record and Signature Disclosure:
Accepted: 12/16/2021 8:14:11 AM
ID: 21cee02c-823b-4fa5-acc6-b5d9d4bc1dda

<p>Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/28/2021 10:21:34 AM</p>
---	---	-------------------------------------

Electronic Record and Signature Disclosure:
Accepted: 12/28/2021 10:20:23 AM
ID: a6c4c06d-f8ed-47f5-a05b-8938658fcaa7

Carbon Copy Events	Status	Timestamp
<p>Joe Ann Carr JoeAnn.Carr@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/26/2021 6:58:27 AM ID: 545991e7-b4f0-4abc-a63b-88e68c56bd01</p> <p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/27/2021 2:38:03 PM ID: 1113d3e5-9e9b-4639-b656-ad874105d9c8</p> <p>Elizabeth Waites publicrecords@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/23/2021 3:05:25 PM ID: 8e9de03e-609e-45cb-8362-4eba8d083e3b</p> <p>Deltra Hayes deltra.hayes@voya.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/15/2021 10:17:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		