

**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: November 30, 2020

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Change to Pension Plan Platform

Background

The Town of Colchester currently uses VOYA to administer the processing of monthly retiree pension payments and preparation of all applicable tax reporting. This eliminates the need to handle any administrative duties for the pension plan internally.

The current Voya platform for the Town of Colchester's Police pension plan is over sixteen years old. This platform does not allow automation of monthly pension payments to retirees. The process is currently manual and requires the First Selectman and the retiree to sign paperwork for the payment to be processed. Currently there is only one active retiree in the plan, but that number is anticipated to grow in the next year.

Moving the pension plan to the new platform will allow the system to automatically initiate direct deposit payments to the retirees. It also can adjust payments for any cost of living increase that the Town of Colchester authorizes.

Overall, the upgrade to the platform of the Police pension plan will be one that creates efficiencies and offers retirees a more cohesive transition into retirement.

Recommendation

Authorize the First Selectman to sign all necessary documents related to the platform upgrade to the Police pension plan administration.

APPLICATION FOR GROUP ANNUITY CONTRACT

Voya Retirement Insurance and Annuity Company (VRIAC)

A member of the Voya® family of companies

PO Box 990063

Hartford, CT 06199-0063



CONTRACT HOLDER INFORMATION

Contract Holder Name (employer name) Town of Colchester Police Department Pension Plan

Plan Name TOWN OF COLCHESTER POLICE DEPT PEN PLAN

Address (# & street) 127 Norwich Ave

City Colchester

State

CT

ZIP 06415

Employer Tax Identification # 06-6001974

ACCOUNT INFORMATION

Type of entity sponsoring the Plan:

Corporation

Self Employed

Other. Specify _____

Tax-Exempt Employer 501(c)(3)

Organization (IRS tax exempt status letter required to be submitted for organization formed after 10/9/69)

Healthcare

Education

Church

Other Not-for-Profit _____

Governmental Organization

State, local, county, municipality

Healthcare

Public School

K-12

Higher Education

Type of Plan

401(k) 401(a) 403(b)

457(b) Non-qualified Plan (not available with MAP Select)

ERISA Status

Is this Plan subject to ERISA? Yes No

PRODUCT

Voya Framework

Allocated

Unallocated

Voya MAP Select

Allocated

Unallocated

Other (specify) _____

RIGHT OF INVESTMENT SELECTION

Complete the following only if Participants have full or partial rights to elect investment allocations in Participant Accounts for:

Both Employer and Employee Contributions

Employee Contributions Only

Complete the following only if the Contract Holder has full or partial rights to elect investment allocations for:

Both Employer and Employee Contributions

Employer Contributions Only

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.

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

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.

Illinois Civil Union Notice: Effective June 1, 2011, for contracts issued in Illinois, the Company is in compliance with the Illinois Religious Freedom Protection and Civil Union Act (Public Act 96-1513) to the extent allowed under Federal Law.

Illinois Public Act 96-1513 ("The Act") provides that civil union couples as defined in the Act are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses in a marriage.

Under Federal Law, however, certain favorable federal tax treatment available to spouses that are married is not available to partners in a civil union, e.g. spousal continuation. If you are a civil union partner, we suggest that you consult with a tax advisor prior to purchasing an annuity contract, such as this one, which provides spousal benefits.

Kansas: Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

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.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or 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.

Puerto Rico: Any person who knowingly and with intent to defraud presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

IMPORTANT NOTICES (continued)

Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company.

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.

Maine, 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.

AUTHORIZED SIGNATURES & CERTIFICATION

I understand that amounts withdrawn from the Fixed Account may be subject to a market value adjustment as specified in the Contract.

For MAP Select only: I further understand that payments and account values (if any), when based on the investment experience of a separate account, are variable and not guaranteed as to fixed dollar amount.

I acknowledge receipt of the current plan sponsor information book or prospectus, as applicable, for the group product and Contract applied for and the current prospectuses pertaining to all of the available Investment Options. The Effective Date of the Contract is the Contract Holder's date of signature below.

I agree that, to the best of my knowledge and belief, all statements and answers in this form are complete and true and may be relied upon in determining whether to issue the applied for product.

Contract Holder or
Named Fiduciary Signature _____ Date (mm/dd/yyyy) _____

Title _____ City/Town and State Where Signed Colchester, CT

PRODUCER SIGNATURE

Producer Name Joan Tucker _____ License # (if applicable) _____

Producer Signature _____ Date (mm/dd/yyyy) _____

PRODUCER INFORMATION

Producer Name	Social Security Number (last 4 digits)	Percentage of Participation
Joan Tucker		
Eric Spooner		

Plan Services Agreement

Unallocated

THIS AGREEMENT (the "Agreement") is entered into effective as of the date signed by the Employer, by and between Voya Retirement Insurance and Annuity Company, a corporation organized under the State of Connecticut, and its affiliated entities, agents or its subcontractors (collectively "Service Provider" or "Voya") and Town of Colchester Police Department Pension Plan "Employer", "Plan Sponsor" or "Client", collectively, the "Parties." Client has agreed to enter into a relationship with Voya under which Voya will provide certain services to the participants, beneficiaries and alternate payees under the TOWN OF COLCHESTER POLICE DEPT PEN PLAN sponsored by Client (the "Plan").

**PLAN SERVICES AGREEMENT –
SERVICE PROFILE**



PLAN CONTACT INFORMATION

Plan Sponsor/Trustee

Name _____
Title _____ E-mail _____
Phone (860) 537-7226 Fax _____

Plan Sponsor/Trustee

Name _____
Title _____ E-mail _____
Phone _____ Fax _____

Plan Sponsor/Trustee

Name _____
Title _____ E-mail _____
Phone _____ Fax _____

Authorized Plan Sponsor Representative (Primary HR contact that will be given access to Voya's Plan Sponsor Web site.)

Name N. Maggie Cosgrove
Title Primary E-mail mcosgrove@colchesterct.gov
Phone (860) 537-7229 Fax 860 537-7231

Internal Payroll Contact

Name Suzie Clark
Title Payroll E-mail sclark@colchesterct.gov
Phone (860) 537-7226 Extension _____ Fax 860 537-7231

PLAN INFORMATION (Please read the attached "Description of Services" and check all that apply to your Plan.)

Plan Type – As stated in your Plan Document.

- Defined Benefit
- Cash balance
- 401(a)
- Other (specify) _____

- This Plan replaces an existing Voya Plan. If checked, please provide plan number. PHT605
- This Plan is related to an existing Voya Plan. If checked, please provide plan number. _____
 - Yes No Link Plans on the Plan Sponsor/Trustee Web site
 - Yes No Common ownership

Contribution Source

Your plan will be established with an Employer Contribution source (C). Please complete allocations in the investment option section of Your Program Highlights.

VOYA INSTITUTIONAL TRUST COMPANY – Additional service agreement will apply.

- Yes (If "Yes," please complete information below.)
 - Custodial arrangement
- OR**
- Directed Trustee services

ADDITIONAL SERVICES

Blended Rate Accounting for Fixed Investment Option – Service available with the Voya Fixed Account Option only. Service availability is subject to Voya approval.

- Yes
- Number of outside carriers: _____

STATEMENTS AND REPORTS

Company Logo – Place our company logo on Sponsor statements and Web sites. (Logo must be received electronically and meet Voya design requirements.)

- Yes

PAYROLL INFORMATION – Please complete the following information so Voya can properly set up your Plan for ongoing contributions.

Payment Method – Your Plan will be set up with ACH Debit unless you select an alternative method below. (If you have multiple bank accounts, please provide the following information for each account.)

Type of account: Checking Savings

Please complete the following banking information or include a copy of a voided check:

Bank Name On File

ABA Routing # (must be 9 digits) _____ Account # _____

Division/Location Name (if applicable) _____

Alternative Payment Methods

- ACH Credit – Plan Sponsor/Trustee initiates electronic transfer of funds.
 Wire Transfer – Plan Sponsor/Trustee initiates transfer of funds via Federal Wire System.

RECORD KEEPING EXPENSES – Please review Your Program Highlights and Fee Summary for details on Your record keeping expenses.

The below pricing options may not apply if using a Daily Asset Charge (DAC).

Asset Based Fee – If applicable Annual asset based fee – This fee is charged in quarterly installments to the Plan.

Annual Case Fee – If applicable Annual fixed dollar fee – This fee is charged in quarterly installments to the Plan Sponsor.

PLAN INSTALLATION/ASSET TRANSFER – Please select a method for Voya to manage the transfer of your Plan's assets and please provide your current providers information if applicable.

Check if Start-up Plan

Prior Provider Firm _____

Contact Name _____

Phone _____ E-mail _____

Prior Provider Contract/Plan # _____

Estimated Date of Transfer (mm/dd/yyyy)¹ _____

Estimated Date of First Contribution¹ (mm/dd/yyyy)¹ _____

¹Note: Actual transfer and first contribution dates may differ and are subject to the prior recordkeeper discontinuance time frame and to Plan Sponsor meeting all plan setup requirements.

- Option 1 – Deposit assets following allocation indicated in the investment option section of Your Program Highlights.
 Option 2 – Map plan assets – Participant accounts are established with account information from the prior provider and Plan assets are invested according to mapping instructions provided on the following page.

SECURITIES ACT RULE 180 – H.R. 10 CERTIFICATION REQUIREMENTS**DO NOT COMPLETE THIS PAGE IF BUSINESS IS INCORPORATED.**

If BOTH of the following requirements apply, please read and complete this entire certification.

1. The Plan Sponsor or Employer of the individuals covered by the Plan is an unincorporated business.

AND

2. The Plan covers any "self-employed individuals" as that term is defined in Internal Revenue Code Section 401(c)(1). *(Generally, a self-employed individual means an individual who receives earnings from self-employment.)*

- i. If BOTH of the above requirements apply, please read and complete this entire certification.

- ii. If ONLY ONE of the above requirements applies, please check the following box stating that this certification does not apply and sign this Plan Service Agreement.

This certification does not apply.

Rule 180 Requirements:

If your Plan satisfies both of the conditions described above, please read this section. We are only able to issue this Contract to you if either of the following requirements are met, which are based on Rule 180 under the Securities Act of 1933.

Rule 180 requires that

1. you are engaged in the business of providing legal, accounting, investment banking, pension consulting or investment advisory services of a type involving such knowledge and experience in financial and business matters that you are able to represent adequately your interests and those of your employees in electing to purchase this Contract; or
2. in deciding to purchase this Contract, you have consulted with a person or entity with knowledge and expertise in financial and business matters that is able to represent adequately your and your employees' interests, and which is unrelated to and has no material business relationship with Voya or its affiliates.

Certification

Please read and complete the following certification:

1. My Plan is tax-qualified under Section 401(a) of the Internal Revenue Code and covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Internal Revenue Code.

2. Also *(check one)*:

My business is a law firm, accounting firm, investment banking firm, pension consulting firm or investment advisory firm engaged in the provision of services involving such knowledge and experience in financial and business matters that I am able to represent adequately the interests of my business and my employees in the purchase of this Contract.

OR

In evaluating whether to purchase this Contract, my business has consulted a person or entity with knowledge and expertise in financial matters that is capable of representing adequately the interests of my business and my employees, and which does not have an affiliation or material business relationship with Voya or its affiliates, or with any other financial institution that provides a funding vehicle for the Plan.

TPA PAYMENT OPTION SERVICE – COMPLETE ONLY IF SERVICE IS ELECTED

I elect to use the TPA Payment Option – Please review and complete the following information.

Annualized Basis Points Payment Option for AUV products (Built into Pricing)

____ **Basis Points** – As mentioned in Your Program Highlights, the charge for this service is included in the pricing.

Annualized Basis Points Payment Option for AUV products (DAC Add-On)

____ **Basis Points** – As mentioned in Your Program Highlights, this charge will result in an increase in the daily asset charge and a reduction in the Voya Fixed Account credited rate or be included in your daily asset charge.

The fee will be calculated monthly (*annual basis points amount divided by 12*) based on the market value of all of the assets held under your Plan on the last business day of the month and will be charged to all asset accounts. Payments will be processed and mailed quarterly (calendar quarter) to the TPA identified below. The amount of the quarterly payment will equal the sum of the calculated monthly fees accumulated during the current calendar quarter.

Annual Flat Dollar Option for NAV products (Built into Pricing)

____ **Flat Dollar** – As mentioned in Your Program Highlights, the charge for this service is included in the pricing. The payment will be processed and mailed quarterly (*calendar quarter*) to the TPA identified below. The amount of the quarterly payment will equal flat dollar amount divided by 4.

- I understand that the TPA Payment Option is a method of charging the Plan for TPA core service fees billed by the TPA named below.
- The TPA Payment Option is intended to approximate or partially offset the fees that would otherwise be billed by the TPA, and is not intended to replace the fee structure agreed upon by the Plan Sponsor/Trustee and TPA. The actual fee charged by the TPA may differ from those deducted under the TPA Payment Option. Any differences between the amounts designated above and the actual TPA administrative fees must be reconciled between the Plan Sponsor/Trustee and the TPA in a manner mutually agreed to by them.
- Total payments to your TPA should not exceed actual expenses incurred and it is the Plan Sponsor's/Trustee's responsibility to ensure the amount collected under this option does not exceed the amount of TPA service fees incurred. The Plan Sponsor/ Trustee is responsible for ensuring that any overage amounts are allocated in a timely fashion and that the Plan Sponsor/Trustee makes the necessary adjustments to the basis points charged to avoid the future occurrence of overages.
- I have determined that the provisions of the Plan permit plan assets to be charged directly for TPA fees pursuant to the TPA Payment Option. I understand that it is my responsibility to report all fees for service on IRS Form 5500 Schedule C or any other applicable filing.
- The Plan Sponsor/Trustee is responsible for disclosing this TPA fee to Plan Participants.
- I certify that I am the Plan Sponsor/Trustee of the Plan funded by the Contract Identified in this Service Profile, that the requested withdrawal is permitted by the Plan, and that the withdrawals are made to pay Plan expenses. I have determined in my fiduciary capacity that the TPA services are necessary and provided at a reasonable expense to the Plan. I have read and agree to the terms and conditions of the TPA Payment Option and certify that the information stated in this TPA Payment Option section above is true and complete.

TPA Name _____ TPA TIN _____

Street Address _____

City _____ State _____ ZIP _____

Payment Type

Check

EFT (*requires additional form to be completed*)

PLAN SERVICES AGREEMENT – DESCRIPTION OF SERVICES



The Plan Sponsor is referenced herein as 'You' and 'Your'.

SERVICES

1. ACH Debit

If elected in the Service Profile, an electronic funds transfer is initiated from Your bank account(s) specified in the Service Profile.

A. Obligation of the Plan Sponsor/Trustee

Voya is authorized to promptly execute Plan Sponsor/Trustee instructions received via the Internet or U.S. Mail in a format acceptable to Voya. Voya processes requests the same day if received by Voya prior to the close of the New York Stock Exchange (NYSE) on any day the NYSE is open and transfer funds to the operating account at JP Morgan Chase Bank in New York. By providing bank account information for ACH Debit and signing this Agreement, the Plan Sponsor/Trustee authorizes Voya access to the customer bank account information that is included in the Service Profile for the purpose of executing an ACH debit each time that remittance information is received for processing by Voya. All instructions received after this time will be deemed to have been received on the next business day.

B. Cancellation or Amendment

Voya shall use reasonable efforts to act on authorized requests to cancel or amend instructions received provided that such requests are received in a timely manner. However, Voya assumes no liability if the request for amendment or cancellation cannot be satisfied.

C. Errors

Voya shall assume no responsibility for failure to detect any erroneous instructions provided that Voya complies with the instructions as received. It shall be Your responsibility to notify Voya that a user ID and password are no longer valid or secure.

D. Fees for Rejected ACH Debits

In the event Your bank notifies Voya that it is unable to process an ACH debit and such reject results in a fee being charged to Voya by either Your bank or Voya's bank, You agree that You shall reimburse Voya for all fees and expenses associated with the rejected ACH debit.

E. Terms of Use

Voya will provide You with instructions for the use of the ACH Debit service and reserves the right to modify the processes and workflows from time to time with notice to You.

2. Contribution-processing services

You must furnish all requested census data before the date contributions are submitted to Voya. Contributions will be acknowledged in writing to You within two (2) Business Days of receipt. If the corresponding data file is not received in a timely fashion and is not in good order, You will be notified. If contributions and the corresponding data files are sent and they are not received in good order, the contributions will be held uninvested up to ten (10) business days. If account(s) are not established within ten (10) business days or the contributions and corresponding data file continue not in good order, the contributions will be returned to You.

You understand that once contributions are made to the Plan, they can only be distributed based on the Plan distribution rules. The time frame for opting out of the Plan will be clearly communicated to employees by You.

A. What's not covered

Voya requires one electronic fund transfer per payroll file. Any variation of this requirement will not be processed.

B. Voya has no responsibility for missed or late contributions

You must remit contributions in a timely manner in accordance with Your Plan and Applicable Law. Notwithstanding anything in this Agreement to the contrary, Voya will have no duty or authority to collect any contributions. Voya will have no duty or authority to inform You or anyone of any facts concerning any contributions that were not remitted to Voya, or that were remitted late.

C. Return of contributions for mistake of fact

Voya will, on Your written instruction, return to You contributions that You instruct were made by Your mistake of fact. You will pay Voya's processing fee based on our standard hourly rates to process Your instructions. Any return of contributions will be subject to loss, and applicable investment fees and charges (*including deferred sales charges*).

3. Statements and Reports

A. Overview

1. Plan level confirmations including transactional activity will be made available to You via paper as well as the Plan Sponsor Web site.
2. Sponsor Activity Report will be made available to You via the Plan Sponsor Web site.

B. Valuation

Voya will compute the value of the Plan as of each Business Day.

4. Interfund Exchange

Voya has adopted an Excessive Trading Policy and monitors transfer activity. A violation of the policy could result in a restriction of electronic transfer privileges. Please review Voya's Excessive Trading Policy for more details.

5. Plan Accounts

A. No accrual accounting

Voya will record a change in a Plan account when it results in a "purchase" or "redemption" of Fund Shares or other investment. Voya will not make or keep any record of a contribution receivable, distribution payable or similar accrual. All transactions are reported on a cash-accounting basis.

6. Plan Sponsor Web Site

A. Authorized Plan Sponsor Representative

The Authorized Plan Sponsor Representative is the person at Your organization who is authorized to initiate and update transactions, e.g., changes to "Mail Delivery Preferences" for Your retirement plan, and control "Access Authorization" to Your Plan and Participant information made available electronically via Voya's Plan Sponsor Web site. The Access Authorization feature will also allow this Contact to assign access to other individual users within Your organization and to determine the appropriate permission level of each subsequently authorized individual user to the Voya Plan Sponsor Web site. This Contact will be responsible for monitoring the activities of each authorized user and permission level assigned to each of those individual users.

Designating an Authorized Plan Sponsor Representative to the Voya Plan Sponsor Web site constitutes and shall be deemed an acceptance of the terms and conditions set forth in this Agreement.

Activating, deactivating and changing an individual's access or transactional capabilities to the Voya Plan Sponsor Web site may be made by the Authorized Plan Sponsor Representative directly online.

7. Plan Conversion

A. Final valuation

If You maintain an Existing Plan, You must furnish and certify to Voya a final valuation from the Plan's prior recordkeeper as indicated in Section 2.2 of the Plan Service Agreement.

B. Asset Transfer

Voya will invest the transferred assets in a non-interest bearing account until allocation instructions are received and are in good order. Transferred assets will be deposited as of the date the wire is received by Voya if in good order and received prior to the close of the NYSE.

Assets received in good order and after the close of the NYSE or on a non-business day will be processed the next business day.

If the instructions do not meet Voya's file format requirements, but are otherwise deemed to be in good order, Voya will process the transferred assets within three business days from the date the instructions are received (*if the instructions are received prior to the close of the NYSE*).

If mapping is elected in the Service Profile, the transferred assets will be invested as of the date the wire is received by Voya if a plan level breakdown by fund is provided in good order. If no instructions are received, the plan assets will be held in a non-interest bearing account until a plan level breakdown is received and in good order.

8. Definitions

A. "Business Day"

means any day the New York Stock Exchange [NYSE] is open for regular trading.

A Business Day ends at 4:00 p.m. Eastern Time or, if earlier, the time that the NYSE closes trading, subject to the following paragraph.

Voya may make reasonable rules, which may be related to business convenience, governing the time of day after which instructions will be treated as received on the next Business Day, and Voya may make different rules for different kinds of instructions. Without limiting the comprehensive effect of the foregoing, any investment instruction after the earlier of 4:00 p.m. Eastern Time or the time that any Fund must value its assets and price its shares will be treated as received on the next Business Day.

B. "Good Order"

means that instructions, data, and funds (*if applicable*) are complete, accurate, and in an acceptable format and received at the appropriate location, thereby avoiding the need for any research or discretionary judgment to be applied. Instructions received by telephone, fax, mail or acceptable electronic formats must be received in good order before the close of the NYSE, generally 4:00 p.m. Eastern Time, to qualify as current Business Day instructions. Any instructions or distribution requests deemed by Voya not to be in good order may be returned for correction and processed upon re-submission.

PLAN SERVICES AGREEMENT



RECITALS

WHEREAS, the Employer agrees to purchase, and the Service Provider agrees to provide certain record keeping services (the "Services") to the retirement plan sponsored by the Employer (the "Plan") and serviced by the Third-Party Administrator ("TPA") on the terms and conditions set forth below;

WHEREAS, the Employer acknowledges that the Service Provider's responsibilities to the Employer and the Plan are limited to those Services described in this Agreement, and the Service Provider assumes no responsibility for the actions of the TPA.

WHEREAS, the fees for the Services to be provided, and the assumptions underlying such Services are set forth in this Agreement and attachments thereto;

WHEREAS, the Parties wish to set forth in this Agreement their respective obligations and responsibilities;

NOW, THEREFORE, in consideration of the foregoing, and subject to the terms and conditions set forth below and the mutual promises contained herein, Employer and Service Provider agree as follows:

AGREEMENT

1.0 SERVICES

The Parties have reached agreement on the Services to be rendered by Service Provider, and such Services, based upon the assumptions contained therein are set forth in the "Service Profile" and "Description of Services". The Fees for such Services are set forth in this Agreement and in "Your Program Highlights" and "Your Pricing". The Parties may, from time to time, amend, supplement, or replace the "Service Profile" and "Description of Services", or any portion thereof, as provided in Article 6 of this Agreement.

2.0 EMPLOYER RESPONSIBILITIES

2.1 Provision of Data. Prior to the commencement of the Services and throughout the term of this Agreement, Employer shall furnish or cause to be timely furnished to Service Provider all Employer information ("Employer Information") and Participant data ("Participant Data"), in a format acceptable to Service Provider, necessary for Service Provider to perform the Services. Participant Data shall mean all records and information in electronic form needed to perform services pertaining to Participants, beneficiaries and alternate payees (collectively, the "Participants") and their benefits under the Plan. Participant Data shall be supplied by Employer, any agent of Employer, including but not limited to, a TPA, any prior recordkeeper, trustee, custodian, broker/dealer, insurance company, mutual fund company, and any other entity that provided services to the Plan, Participants or created by Service Provider or its subcontractors in the course of providing the Services. Employer Information shall mean any and all data or information that is owned or developed by or licensed to Employer and that is supplied to Service Provider by Employer. Employer Information may be stored and processed by Service Provider at any location and on any equipment owned or controlled by Service Provider, or its subcontractor.

2.2 Plan Conversion Data. With respect to existing plans, the final valuation must be submitted to Service Provider no later than eight (8) weeks after all Plan records have been transferred from the prior recordkeeper. If this information is not timely supplied in a format acceptable to Service Provider, Service Provider may end this Agreement upon providing Employer with one week's advance written notice. Service Provider shall not be responsible for providing any Services hereunder until Employer supplies an opening valuation in a format acceptable to Service Provider that reconciles all contributions to and benefit payments from the Plan.

- 2.3 Accuracy and Completeness of Participant Data.** Employer shall be solely responsible for the accuracy and completeness of any such Employer Information and Participant Data and shall promptly furnish or cause to be furnished accurate and complete Employer Information and Participant Data to correct any inaccuracies or incompleteness with respect to Employer Information and Participant Data previously provided to Service Provider. Employer shall notify Service Provider in writing of any claimed error with respect to any Participant Data or report within thirty (30) days of discovering the claimed error. In no event will Service Provider be liable for correction of any such identified error to the extent that it resulted from erroneous Employer Information or Participant Data. Service Provider will rely conclusively on any information provided by Employer or Employer's representative, including TPA, and shall have no duty to inquire into and is not responsible for the authenticity or accuracy of such information or the actual authority of such person to provide it.
- 2.4 Selection of Investment Options.** Employer shall be responsible for the selection of investment options under the Plan. Service Provider shall have no responsibility or discretion under the terms of this Agreement for the selection or oversight of any investment options that may be available for investment of assets held in trust under the terms of the Plan. Investment information or investment materials that may be provided by Service Provider to Employer are not intended to constitute nor should they be construed as the provision of investment advice or investment recommendations by Service Provider with respect to any investment option that Employer may consider making available for the investment of assets held in the trust. All investment options selected by Employer are subject to Service Provider's Excessive Trading policy.
- 2.5 Plan Qualification.** Employer represents that the plan meets the requirements of Section 401(a) of the Internal Revenue Code, as amended (the "Code") and other provisions of the Code applicable to such Plan. Employer represents that a trust has been established for this Plan in compliance with ERISA § 403 and IRC § 401, and a fidelity bond has been secured as required by ERISA. Employer will immediately notify Service Provider if the foregoing representation is not true. To the extent the Plan is not qualified, or enters into a transaction that is prohibited by ERISA, Employer shall be responsible for preparation and correction of the Plan with the Internal Revenue Service and, if applicable, the Department of Labor. Service Provider shall be under no duty to question the measures taken by Employer pursuant to this Section 2.5. To the extent Service Provider agrees to provide Services relating to the correction of such errors, Employer shall pay Service Provider its reasonable expenses incurred as provided in Section 3.0(b).
- 2.6 Securities filings.** Employer is responsible for complying with all applicable securities laws. Without limiting the comprehensive effect of the preceding sentence, Service Provider will not file any information regarding your Plan with the United States Securities and Exchange Commission or any State securities regulator. All reasonable requests of Service Provider for information in support of Employer's preparation of a securities filing shall be fulfilled by Service Provider within thirty (30) days.

3.0 ERROR CORRECTION

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

4.0 COMPENSATION

- 4.1 General.** In consideration for Service Provider's performance of the Services, Employer agrees to pay Service Provider the Fees set forth in Your Program Highlights and Your Pricing. Service Provider's fees are separate from and in addition to any fees under any other agreement, including an investment advisory agreement.
- 4.2 Effective Date of Fees.** The Fees set forth in Your Program Highlights and Your Pricing, are effective as of the Effective Date of this Agreement. The Fees may be changed by Service Provider at any time by providing Employer with at least sixty (60) days' advance written notice.

-
- 4.3 Record Keeping Fees.** Employer will pay, or cause the Plan to pay Service Provider the fees stated in Your Plan Highlights and Your Pricing, including any of its Schedules.
- 4.4 Payment of Fees.** Client represents and warrants that the Plan provides that fees for services rendered to the Plan shall be paid by the Plan from Plan assets unless voluntarily paid for by the Plan Sponsor on behalf of the Plan. If Client does not pay a fee within sixty (60) days from the date of the first invoice, Client instructs Voya to automatically charge all fees due and all future charges without further notice against the Plan.
- 4.5 Bankruptcy.** If Service Provider receives notice that Employer is subject to a voluntary or involuntary bankruptcy liquidation, receivership, or rehabilitation proceeding, that notice is Employer's Instruction for Service Provider to collect all unpaid, accrued, and future service fees from Plan assets.
- 4.6 Plan Discontinuance.** If Service Provider receives notice of Employer's Plan discontinuance, the notice will constitute an Instruction for Service Provider to collect all pending and future service fees from Plan assets.
- 4.7 Additional Services.** If Service Provider provides services in addition to those set forth in the "Service Profile" and "Description of Services", Service Provider shall be entitled to be compensated in such amount as the Parties mutually agree in a written amendment to this Agreement. In addition, the charges under this Agreement do not include Service Provider's fees and expenses for any costs, including legal costs, associated with considering or responding to requests for documents, providing testimony, or participating in legal or regulatory proceedings as a result of the performance of the Services. Service Provider shall invoice Employer separately for such reasonable fees and expenses.
- 4.8 Float.** Voya and its affiliated companies ("Voya") 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.

Your Voya service provider 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. Your Voya service provider 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 instructions from a plan representative who has been authorized to provide direction to Voya ("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 by the close of the New York Stock Exchange (normally 4:00 p.m. Eastern Time), 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. Your Voya service provider and/or one or more of its corporate affiliates receives income in the form of bank service credits in connection with distributions or disbursements that Voya pays on the plan's behalf. The 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, the corporate affiliate of your Voya service provider 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

- 4.9 Transaction Processing Errors.** Service Provider 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 Service Provider is directly responsible occurs, Service Provider will attempt to correct the error as soon as reasonably practicable after identification of the error. Once all necessary information has been gathered, Service Provider 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 Service Provider processing error had not occurred.

Service Provider processes your Plan's investment instructions on an "omnibus" or aggregated basis. If Service Provider's correction of a Service Provider processing error results in a loss to your Plan or its Participants, Service Provider will absorb the loss. If any gain results in connection with the correction of a Service Provider processing error, Service Provider will net any such gain against other losses absorbed by Service Provider 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 Service Provider processing errors. For more information on Service Provider's error correction policy, please refer to Voya Retirement Insurance and Annuity Company's Policy for Correction of Processing Errors ("VRIAC Policy"). The VRIAC Policy and any updates to the VRIAC Policy is posted in the Sponsor Disclosure section of Sponsor Web. With respect to Service Provider processing errors described in this Agreement, Voya Institutional Plan Services adheres to the VRIAC Policy.

4.10 Revenue Sharing. Service Provider acknowledges and agrees that to the extent former or current Affiliates of Service Provider perform services for the Plan, such Affiliate may share any revenue received with Service Provider or may credit Service Provider for such revenue against amounts due from Service Provider to such Affiliate. Such revenue sharing may include, but it is not limited to, revenue sharing in connection with investment management, brokerage or trustee/custodial services.

4.11 Other Compensation. Service Provider and its broker-dealer affiliate, Voya Financial Partners, LLC (VFP), have entered into contracts with certain investment funds and fund service providers (the "Funds") pursuant to which such Funds may compensate Service Provider and VFP for administrative and sub-transfer agency functions calculated with reference to the aggregate assets of Voya Employers' plans under management by such Funds and/or on a per-participant basis investing in the Funds. In addition to the direct fees set forth in Your Program Highlights and Your Pricing, Service Provider's compensation shall include an additional fee equal to the amounts paid by the Funds. Any amounts payable by the Funds shall be paid directly to Service Provider.

Arrangements under which such compensation is paid may include fees paid to VFP under a Fund's 12b-1 distribution plan, and/or service or sub-transfer agent arrangements paid to Service Provider.

Service Provider reserves the right to modify the fees stated in Your Program Highlights and Your Pricing, to the extent that fees payable from the Funds cease or are modified other than as a result of changes in participant investment allocations. Employer hereby represents and warrants to Service Provider that either Employer, or another fiduciary independent of Service Provider, have (i) made the decision on behalf of the Plan to invest in the investment funds listed in Your Program Highlights/Your Pricing or to offer the investment funds as investment options under the Plan, as the case may be, and (ii) been fully informed of, and approved of, such fee arrangement prior to making such investment decision.

4.12 Permitted Investment Disclosure. When Employer signs the Agreement, or signs any Amendment to the Agreement which further describes or changes Service Provider's compensation under the Agreement, this serves as a confirmation that Employer has received the information contained in the Agreement or Amendment, as applicable, and that Employer approves of the use of the Permitted Investments along with any compensation to Service Provider and its Affiliates that results from purchases of the Permitted Investments. For purposes of this Section 4.12, "Permitted Investments" include those Funds set forth in Your Program Highlights and Your Pricing, and any Participant loan(s).

4.13 Affiliated Investment Options. Investment options available under this arrangement include both affiliated and unaffiliated investment options. Affiliated investment options are (i) investment options managed by Voya Investment Management, LLC or other Voya Affiliates, which may or may not be sub-advised by a Voya Affiliate; and (ii) funds managed by a Voya Affiliate but that are sub-advised by unaffiliated third parties.

Employer acknowledges that Service Provider may take the investment management and other revenue earned from affiliated investment options and retained by Service Provider's Affiliates into consideration in setting the fees outlined in Your Pricing. Employer also acknowledges that Voya, the Voya Affiliates and Voya Employees (including wholesaling employees) will earn more compensation when Voya Managed investment options are selected. Voya Affiliates and Voya employees (including wholesaling employees) will earn more compensation if Plan assets are invested in the Morningstar Wealth Management and Morningstar Wealth Management Tax Sensitive Model Portfolio Programs.

4.14 Service Fees. Employer acknowledges and agrees that to the extent a registered broker dealer has been appointed by the Plan, Voya may pay annual service fee compensation to the broker dealer. In turn, such compensation, or some portion thereof, may be paid by the broker dealer to its registered representative. Employer further acknowledges and agrees that (i) such service representative shall not serve in the capacity of broker of record to the Plan until or unless duly designated as such by Employer on behalf of the Plan and (ii) neither the broker dealer nor such service representative is a fiduciary (*within the meaning of section 3 (21)(A) of ERISA*) with respect to the Plan.

5.0 TERM AND TERMINATION

5.1 Initial Term; Continuation. Upon execution by both Parties, this Agreement shall commence on the effective date stated above (the "Effective Date") and shall remain in effect until it is terminated pursuant to this Section 5.

(a) Without Cause. Either Party may terminate this Agreement at any time without cause by giving at least sixty (60) days prior written notice of such termination to the other Party.

(b) With Cause. Either Party may terminate this Agreement at any time (i) for cause upon the breach of any material obligation or responsibility by the other Party which breach shall remain uncured for sixty (60) days after written notice thereof has been provided to the breaching Party by the other Party, or (ii) immediately and without the necessity for notice, upon the bankruptcy, insolvency or similar filing or event by or against the other Party.

5.2 Cooperation with Transfer. In the event of any termination of this Agreement, Service Provider shall cooperate with Employer in the transfer of Service Provider's obligations hereunder to a replacement service provider ("Discontinuance"). Service Provider shall prepare and transfer records in Voya's format, which may include electronic form, to the Employer or the Employer's designee, including TPA.

6.0 AMENDMENTS TO THIS AGREEMENT

Service Provider may amend this Agreement at any time by providing Employer with sixty (60) days advance written notice, subject to Section 4 relating to changes in Fees.

7.0 EMPLOYER DIRECTIONS

7.1 Sponsor Web Access. If Service Provider issues to Employer, or to any representative designated by Employer, including TPA, user names, passwords or similar unique identifiers in order for Service Provider to verify the authenticity of certain transmissions of information, including directions or instructions, from Employer or Employer's representative, then Service Provider shall be entitled to rely upon any and all transmissions of information under such password(s) or other unique identifier, and Employer shall indemnify and hold harmless Service Provider from any and all liability arising from any act or omission by Service Provider in reliance upon transmissions of information under the proper password or other unique identifier, including but not limited to communications purporting to be directions or instructions which Service Provider reasonably believes to originate from Employer or its authorized representative.

7.2 Access Authorization. Employer agrees that the Authorized Plan Sponsor Representative (the "PSR") will manage and control Employer's user access to Plan and Participant electronic information available via Service Provider's plan sponsor web site ("Plan Sponsor Web site"). The PSR will have the ability to assign access levels and permissions for other individual users within Employer's organization. Employer acknowledges and agrees that the PSR, and not Service Provider, is responsible for monitoring the activities of each authorized user and managing the permissions assigned to each user. Employer shall notify Service Provider immediately in the event of any unauthorized access or use of the Plan Sponsor Web site, or of any password or account, or any other known or suspected breach of security in connection with the Plan Sponsor Web site. Employer's use of the Plan Sponsor Web site will be subject to the "Terms of Use" posted on such web site, which may be changed or updated by Service Provider at any time.

7.3 Claims Relating to Internet Usage. Each Party warrants that the transmission, distribution, display, performance or publication of any material delivered by or through it in the manner contemplated by this Agreement will not violate the copyright laws of the United States or any other jurisdiction, unlawfully infringe or interfere in any way with the intellectual property or rights of another, or contain libelous or indecent matter. Each Party will indemnify and defend the other party from any and all losses arising out of, under or in connection with any third party claims relating to (i) content, provided by or through such Party, whether of an editorial, advertising or other nature, including but not limited to, claims related to copyright, infringement, libel, indecency, false light, misrepresentation, invasion of privacy or image or personality rights, and (ii) statements or other materials made or made available by readers of the content or by persons to whom the content is linked at the request of such indemnitor.

8.0 LIABILITY

- 8.1 Insurance.** Service Provider shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercially reasonable insurance coverage.
- 8.2 Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHICH MAY ARISE FROM THE PERFORMANCE, NON-PERFORMANCE, BREACH OF WARRANTY, DEFAULT OR OTHER BREACH OF THIS AGREEMENT.
- 8.3 Damages.** Subject to Section 9.2, Service Provider's aggregate liability for any and all claims, whether based on performance, non-performance, breach of contract or warranty, events of default, tort, strict liability or otherwise, shall be limited to direct damages attributable hereunder to the conduct of Service Provider. If Employer properly terminates this Agreement due to Service Provider's material breach as provided in Section 5, Employer's direct damages under this Article may include the out-of-pocket costs incurred in securing a replacement contractor, or transferring the functions back to Employer, but such damages shall not include any ongoing costs of providing such replacement Services. Neither Party shall be liable to the other for damages of any type (*other than late payment charges*) with respect to any non-performance, breach or default which is cured during the applicable cure period described in Section 5.
- 8.4 Force Majeure.** Except for payment obligations hereunder, a Party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of causes beyond the reasonable control of the non-performing Party. Such causes may include, but are not restricted to, (i) acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, acts of terrorism or war, fires or other loss of facilities, floods, epidemics, quarantine restrictions, strikes, freight embargoes, failure of a common carrier, breach of contract by suppliers or others, computer downtime, telephone system outage, delays or failures of access involving the Internet, World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, labor disputes, and call demand in excess of telephone capacity or operator capacity and similar occurrences; or (ii) the acts or omissions of the other Party, including in the case of Service Provider, its reliance upon Employer Directions or information, data documents or instruments provided by Employer or any Participant, provided, however, that in every such case the failure to perform must be beyond the reasonable control of the non-performing Party.

9.0 INDEMNIFICATION

- 9.1 Employer's Indemnity of Service Provider.** Employer shall be responsible for any and all liability, claims, damages, costs and expenses (*including without limitation court costs and reasonable attorneys' fees*) (collectively, "Losses"), and shall defend, indemnify, and hold Service Provider harmless from and against any and all Participant or third-party actions, suits, proceedings, claims or liability, arising from the performance or non-performance of this Agreement, including but not limited to (i) Employer's negligence or willful misconduct, (ii) Service Provider's performance of its obligations and provision of the Services pursuant to this Agreement and applicable law, or any Employer Direction, and (iii) any act or omission of Employer, any Plan or any fiduciary, trustee, TPA, plan committee or any other service provider to a Plan that is unrelated to Service Provider, except to the extent that any such Loss arises out of or results from Service Provider's negligence, willful misconduct, bad faith or error in performing or not performing this Agreement. Service Provider shall have an obligation to take all reasonable steps to mitigate any Losses. In the event that Service Provider refuses or fails to take action to do so and such refusal or failure is unreasonable, Employer shall be relieved of its responsibility to indemnify Service Provider hereunder.
- 9.2 Voya's Indemnity of Employer.** Voya shall indemnify and hold Employer harmless from and against any and all participant or third-party actions, suits, proceedings, claims or liability, directly arising from Voya's negligence, willful misconduct or bad faith in the performance or non-performance of its record keeping services, or Voya's violation of applicable law. Employer shall have an obligation to take all reasonable steps to mitigate any Losses. In the event that Employer refuses or fails to take action to do so and such refusal or failure is unreasonable, Voya shall be relieved of its responsibility to indemnify Employer hereunder.
- 9.3 Compliance with Employer Directions.** Notwithstanding anything to the contrary contained in Section 9.1 above, Employer agrees that it shall be responsible for any and all Losses arising from Service Provider's performance (or non-performance) in accordance with this Agreement or any Employer Direction, unless such losses are due to Service Provider's negligence, willful misconduct or bad faith.
- 9.4 Liability for Plan Obligations.** Employer or the Plan shall remain solely liable for all obligations and benefits payable under the terms of the Plan and applicable law.

9.5 Participation in Defense. A Party may participate at its expense in the defense of any action or claim which may be asserted against it and for which such Party seeks indemnity pursuant to the provisions of this Article, or such indemnified Party may assume the defense of such claim or action, including the right to settle or compromise any claim against it without the consent of the indemnifying Party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the indemnifying Party has declined to defend the claim. Otherwise, the indemnifying Party shall have exclusive authority to control the defense, conduct settlement negotiations and may settle an action, suit, proceeding or any matter for which indemnification is sought, without the indemnified Party's consent; provided, however that such settlement includes a release of the indemnified Party with respect to the matter for which indemnification is sought.

9.6 Errors of Other Service Providers. Service Provider shall bear no obligation or responsibility for Losses caused by, arising from or related to any act or omission including, but not limited to, errors, mistakes, willful misconduct, bad faith, fraud, negligent acts or omissions of any unrelated trustee, custodian, broker/dealer, insurance company, mutual fund company, TPA, prior recordkeeper or any other entity that provides, or has provided, services to the Plan.

10.0 CONFIDENTIAL INFORMATION

10.1 Confidential Information. Either Party may disclose ("Disclosing Party") Confidential Information to the other Party ("Non-Disclosing Party") in connection with this Agreement. Such disclosure may include, but is not limited to, Employer making available to Service Provider certain Employee information in such form as is mutually acceptable to the Parties. "Confidential Information" means and includes any and all information the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure the Non-Disclosing Party should know that it is treated as confidential by the Disclosing Party. Confidential Information shall include the Standard Tools as described in Section 11.2. Subject to the foregoing sentence, Confidential information may include, but is not limited to, the following: (i) non-public information concerning the Disclosing Party, its affiliates and their respective businesses, products, processes and services, including technical, marketing, agents, customer, financial, personnel, and planning information, (ii) information of individuals, including financial, health and personal information, (iii) trade secrets, and (iv) any other information that is marked confidential. Except with respect to personally identifiable information, which shall be treated as Confidential Information under all circumstances, Confidential Information will not include (A) information lawfully obtained or created by the Non-Disclosing Party independently of the Disclosing Party's Confidential Information and without breach of any obligation of confidence, or (B) information that enters the public domain without breach of any obligation of confidence. All Confidential Information shall remain the property of the Disclosing Party. All Confidential Information is provided "AS-IS" and without any warranty, express, implied or otherwise, regarding the completeness, accuracy or performance of such Confidential Information.

10.2 Use and Disclosure of Confidential Information. The Non-Disclosing Party agrees that it will (i) disclose the Disclosing Party's Confidential Information only to its employees, agents, advisors, third party service providers, consultants and contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Agreement, and (ii) use the Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Agreement. The Non-Disclosing Party will use all reasonable care in handling and securing the Disclosing Party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. These confidentiality obligations will not restrict any disclosure of Confidential Information by order of a court or any governmental agency, provided that the Non-Disclosing Party shall cooperate in all reasonable respects with the Disclosing Party in seeking to prevent or limit disclosure and shall limit any such disclosure to the information actually required to be disclosed.

10.3 Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in this Section will, with respect to personally identifiable information and Confidential Information that constitutes a "trade secret" (*as that term is defined under applicable law*), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.

10.4 Injunctive Relief. The Parties agree that the breach, or threatened breach, of any of the confidentiality provisions of this Agreement may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the Disclosing Party will be entitled to injunctive relief to prevent the Non-Disclosing Party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section will limit any other remedy available to either Party.

10.5 Security Standards. Client agrees that it shall comply with Voya's minimum information security standards ("Security Standards") as needed to enable Voya to perform the Services. The Security Standards include, but are not limited to, controls and practices designed to safeguard Participant accounts from potentially fraudulent activity. The current Security Standards have been received by Client prior to the Effective Date and will thereafter be provided to Client upon reasonable request. Voya may revise the Security Standards as it deems appropriate and shall use its best efforts to provide Client with a copy of any such revision at least ninety (90) days prior to implementation of the resulting changes on the Voya System. Notwithstanding any other provision of this Agreement, Client's failure to comply with the Security Standards shall relieve Voya of all liability for any Losses (as defined in Section 9.1) arising from such failure.

11.0 RIGHTS IN DELIVERABLES AND INTELLECTUAL PROPERTY

11.1 Deliverables. Subject to the limitations set forth in this Agreement, Employer shall have the right to use and reproduce, for its internal business purposes, the reports, records, documents, and other materials developed by Service Provider for Employer pursuant to this Agreement.

11.2 Intellectual Property. Notwithstanding the foregoing, all of Service Provider's assets and technology developed prior to, or independently from, the performance of Services under this Agreement and used by Service Provider in the performance of its business and which do not contain, and are not derived from, the Employer's Confidential Information, which may include, without limitation, Service Provider's software, upgrades and enhancements to software, written materials, tools, screen formats and designs, techniques, interactive design techniques, methodologies, report formats, interactive design formats, systems, and materials and know how (collectively "Standard Tools"), and Service Provider's property rights, proprietary interest, copyright and/or license therein, together with Service Provider's intellectual property rights, shall remain the property of Service Provider, and, except as expressly set forth in this Section 11.2, nothing contained in this Agreement shall confer to Employer any right, title or interest in the Standard Tools. If any Standard Tools are used or incorporated into any deliverables produced by Service Provider in its performance of the Services hereunder, Service Provider hereby grants to the Employer a limited, perpetual, non-exclusive, worldwide, royalty-free, paid-up license to use, display, copy and modify such Standard Tools solely as necessary to use the associated deliverable for its intended purpose and solely under the terms of this Agreement.

12.0 COMPLIANCE WITH LAW

12.1 Filing of Tax Returns and Form 5500. Although Service Provider may provide data used in such returns, forms or information, Service Provider shall not be responsible for the filing of any federal, state or local tax return, forms or information on behalf of Employer or any Plan.

12.2 Required Disclosure. Employer acknowledges that Service Provider has disclosed in writing, to the best of Voya's knowledge, the information required to be provided to Employer by 29 CFR § 2550.408b-2(c) (the "DOL Plan Sponsor Fee Disclosure Regulation"), in order for Employer to conclude that Service Provider's compensation constitutes "reasonable compensation" under ERISA. Service Provider hereby represents that, prior to the date hereof, all such information was provided to Employer, including, if applicable, fund prospectuses. Fee disclosure information will be posted and updated monthly on the Plan Sponsor Web site.

12.3 Additional Information. Service Provider shall disclose to Employer all information related to this Agreement and the Services, including any compensation or fees received thereunder, that is requested by Employer or by the administrator of any Plan in order to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.

13.0 SUBCONTRACTING AND ASSIGNMENT

13.1 Subcontracting. Service Provider may enter into one or more subcontracts in connection with the performance of the Services under this Agreement. Voya shall remain responsible for the performance of any subcontractor.

13.2 Assignment. Service Provider may assign any of its rights under this Agreement without the prior written consent of Employer.

13.3 Information for Unrelated Financial Services. Service Provider may use information you or Participants, beneficiaries, or alternate payees furnish to contact Participants concerning unrelated financial-services products and services offered by Service Provider and/or its Affiliates. You have no obligation concerning those products or services.

14.0 NOTICES

All notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given on the earlier of the day of delivery by hand or telephonic facsimile (*duly receipted*), or the day after sending by recognized overnight courier service or five (5) days after mailing, certified or registered mail, return receipt requested, or electronically in each case to the Party for whom intended at the address specified in this Section.

If to Service Provider:

Voya Retirement Insurance and Annuity Company
One Orange Way, C2N
Windsor, CT 06095
Attn: Legal Department

If to Employer, Notice will be sent to the plan sponsor address on file.

15.0 REPRESENTATIONS

15.1 Corporate Authority and Due Execution. Each Party represents that (i) it has the power and authority to execute, deliver and perform this Agreement and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of its members, and (ii) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms.

16.0 RELATIONSHIP OF THE PARTIES

16.1 General. The relationship between the Parties is that of independent contractors. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the Parties or the partners, officers, members or employees of the other Party by virtue of either this Agreement or actions taken pursuant to this Agreement.

16.2 Fiduciary Status. Employer and Service Provider agree that neither Service Provider nor any of its affiliates shall be a fiduciary, in connection with the Services provided hereunder, within the meaning of ERISA, the Investment Advisers Act of 1940, or any state law, with respect to any Plan. Service Provider and its affiliates shall not have any discretion with respect to the management or administration of any Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any Participant in any Plan to benefits under such Plan. Service Provider and its affiliates also shall not have any control or authority with respect to any assets of any Plan, including the investment or disposition thereof. Employer acknowledges that the Plan's authorized fiduciary is responsible for the selection of service providers and investment options and that (i) it is a fiduciary, within the meaning of ERISA, with respect to the Plan; (ii) it is independent in all respects of Service Provider and all affiliates of Service Provider; and (iii) it has not relied on any advice or recommendation of Service Provider or any affiliates of Service Provider as a primary basis for making the decision to enter into this Agreement or with respect to the selection of particular investment options. Employer acknowledges that to the extent mutual funds are made 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 Employer has made the determination that the class of shares chosen for any Plan is the appropriate class and is suitable for such Plan. All discretion and control with respect to the terms, administration or assets of any Plan shall remain with Employer or with the named fiduciaries under such Plan.

16.3 No Tax or Legal Advice. Employer acknowledges and understands that in the course of providing Services under this Agreement, Service Provider shall not provide tax or legal advice to Employer, the Plan or its Participants.

17.0 GENERAL PROVISIONS

17.1 No Waiver. A Party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto shall not be construed to be a waiver of such provision or right, nor to affect the validity of this Agreement. The exercise or non-exercise by a Party of any right under the terms or covenants herein shall not preclude or prejudice the subsequent exercise of the same or other rights under this Agreement.

17.2 Severability. The terms and provisions of this Agreement shall be severable. If any term or provision is held to be invalid or unenforceable, that term or provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions shall continue in full force and effect.

-
- 17.3 Entire Agreement.** Subject to the terms and conditions hereof: (i) this Agreement together with its exhibits, schedules, and attachments contains the entire understanding of the Parties with respect to the provision of the Services; (ii) there are no expectations, restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein; and (iii) this Agreement supersedes all prior agreements and understandings between the Parties with respect to the Services.
- 17.4 No Third Party Beneficiaries.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. It is not intended to create a benefit to any third parties.
- 17.5 Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Connecticut, without regard to the conflict of laws provisions thereof, except that when federal law exists on substantive matters requiring construction under this Agreement, such federal law shall apply in lieu of state law but only to the extent required by applicable federal laws, including without limitation ERISA.
- 17.6 Survival of Obligations.** The Parties' respective obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, those contained in the Sections entitled Compensation, Confidential Information, and Indemnification shall survive the termination or expiration of this Agreement.
- 17.7 Headings and Captions.** All headings and captions contained in this Agreement are for convenience of reference only and shall not affect in any way the interpretation or meaning of this Agreement.
- 17.8 Pronouns.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

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.

SECURITY STANDARDS

This document contains the minimum information security standards relevant to the recordkeeping and related administrative services provided by Voya Institutional Plan Services, LLC and Voya Retirement Insurance and Annuity Company, (collectively, "Voya") pursuant to its Administrative Services Agreement or Plan Services Agreement with you ("Agreement"). The standards may be revised from time to time and will become applicable as provided under the terms of this Agreement.

Minimum Information Security Standards

External SSO Access Standard

Plan sponsors that have external benefit sites for their plan participants and currently have (or plan to implement) single sign-on (SSO) access to their Voya accounts must meet certain minimum security standards. These measures are required to safeguard the participant's account from potentially fraudulent activity.

The minimum security standard is the use of a secure username and password in combination with approved multi-factor authentication (MFA) methods for individuals accessing the Voya portal from an external network.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date signed by the Employer below.

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

Name Melissa M. McAuliffe Title Vice President, Operations

Signature 

PLAN SPONSOR (SIGNATURE REQUIRED OF THE PERSON WHO CAN SIGN ON BEHALF OF THE EMPLOYER AS A PARTY TO THIS AGREEMENT)

Plan Sponsor/Trustee Name *(Please print.)* _____

Signature _____ Date _____

Plan Sponsor/Trustee Name *(Please print.)* _____

Signature _____ Date _____

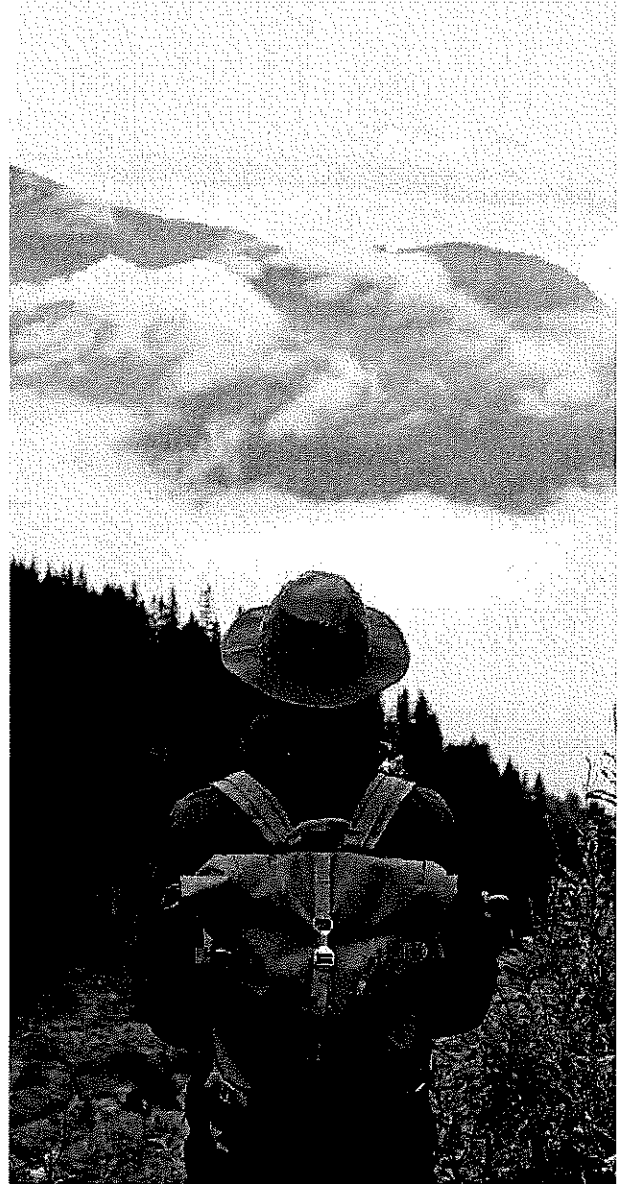
Plan Sponsor/Trustee Name *(Please print.)* _____

Signature _____ Date _____

ADDITIONAL AUTHORIZED SIGNATURES (Only signatures that appear in this document will be permitted to sign on behalf of the Plan.)

Authorized Plan Sponsor Representative Name *(Please print.)* _____
(Not authorized to make plan design/fund changes to Plan.)

Signature _____ Date _____



Program Highlights and Fee Summary

Thank you for your interest in Voya Financial® as the provider for your retirement plan.

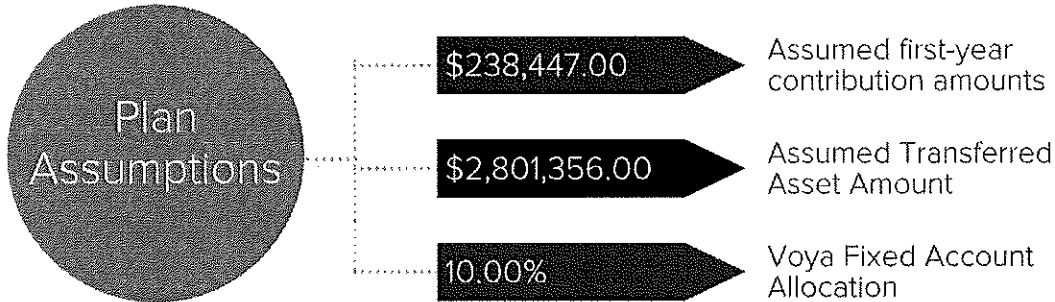
With a vision to be America's Retirement Company, we don't just innovate. We innovate with a purpose. We are redefining what it means to be a leading financial services company and work to make a secure financial future possible – one person, one family and one institution at a time.

Program Highlights and Fee Summary

Voya MAP Select Unallocated

Designed for TOWN OF COLCHESTER POLICE DEPT PEN PLAN

We are pleased to present you with the following proposal, which will remain in effect until February 15, 2021.



Voya assumes use of one of our standard electronic methods of transmitting deposits and allocation instructions. We also assume all plan assets will transfer to the program simultaneously on date of conversion from your current provider.

Our fee quote is based upon certain assumptions about your plan shown above. If the actual transferred asset amount and/or number of participating employees varies 10% or greater from the assumptions above, we reserve the right to adjust the recordkeeping fees and/or Fixed Account credited rate in accordance with our administrative practice within 180 calendar days following the date of the initial transferred asset contribution.

Your Service Team

Name	Title	Firm name	Phone	Email
HOOKER & HOLCOMBE, INC.			(860) 521-8400	
Jayce Edwards		Voya Financial	(860) 580-2485	jayce.edwards@voya.com

Recordkeeping Fees & Fund Revenue Requirement

Type	Amount
Plan Services Installation Charge	\$0.00
Annual Case Fee	\$0.00
Final DAC	1.10%

The Plan Sponsor Installation Charge is to be paid separately at plan installation.

Plan recordkeeping fees are determined by plan characteristics, such as case sizes, average participant balance, fund menu selected, and compensation paid to sales representatives.

Voya may collect any outstanding fees that may have been incurred under a prior contract in the event of a product exchange.

Standard Recordkeeping Services



Toll-free telephone service for account inquiries, allocation changes and fund transfers

- Sponsor website for Plan level access
- Daily reconciliation of plan activity
- Weekly, bi-weekly, semi-monthly or monthly contribution processing

- Provide information to the third party administrator to support their services
- Quarterly delivery of participant statements of activity
- Maintenance of Contribution Sources used to "house" and segregate employer and employee monies for administrative purposes

An independent third-party administrator (TPA) is needed for certain plan administration support services. Please refer to your TPA service agreement for further disclosure concerning their fees and services.

A unique feature of this program is the ability to offer various distribution options to assist participants with the management of their retirement savings. If eligible, participants can elect:

- Lump Sum Payment or IRA Rollover
- Systematic Distribution Option/ Repetitive Payments where the assets remain under the retirement plan and VRIAC contract until disbursed.
- Income Option that provides a guaranteed benefit stream for a scheduled period of time (from 5 to 30 years)
- Single Premium Immediate Annuity (SPIA) and other options

Compensation Paid to Financial Advisor

Type	Amount
Percent of First Year Contributions	0.00%
Percent of Transferred Assets	0.00%
Asset-Based Compensation (starting month 1)	0.25%

Your sales representative has provided us with the above information about the compensation structure that has been agreed upon by you and your sales representative. This compensation structure is reflected in the recording keeping fees. If applicable, Asset Based Compensation is paid monthly. The amount paid is calculated by taking the applicable annual rate divided by 12 multiplied by the contract's value at the close of business on the last business day of the month. The payment of compensation on converted assets will be based on the asset value at the date in which the assets are applied to the new plan. In addition, case surrenders may result in a chargeback of commissions paid for the acquisition and servicing of the plan for certain compensation, certain case characteristics and whether a surrender charge is applicable.

Voya Fixed Account

Declared interest Rate*: 1.00%

Interest Rate Structure: Different levels of interest rates apply, generally as follows:

- Declared interest rate – this rate is initially based on the stated assumptions for your plan. This rate may be changed at any time, but will never be lower than the minimum guaranteed annual interest rate for your plan.
- Contractual minimum guaranteed interest rate – this rate is guaranteed for the life of the contract and is 1.00%.
- Actual credited interest rate – this is the rate that is credited to the Voya Fixed Account for your contract. It will be the greater of the declared interest rate and the contractual minimum guaranteed interest rate.

Voya's determination of credited interest rates reflects a number of factors, including interest rate guarantees, and investment income earned on invested assets and the amortization of any capital gains and/or losses realized on the sale of invested assets. Under the Fixed Account option, we assume the risk of investment gain or loss by guaranteeing the amounts you allocate to this option and promising a minimum interest rate and income phase payment.

*Based on the previously stated assumptions for your plan, this is the declared interest rate for your contract as of the date in which this proposal was created. This rate is subject to change at any time and includes the effect of any additional services and features selected by the plan sponsor, including but not limited to the amount of compensation paid to your sales representative.

Optional Services (fees subject to change)

We offer a breadth of optional plan services that extend beyond the traditional retirement plan offerings. With the expanded service options below, you'll have the added flexibility you need to help you manage your retirement plan and focus on attracting, rewarding and retaining talent.

Service	Fee
Voya Institutional Trust - VITC	\$750

Optional Services (fees subject to change) continued

Service	Fee
Split Funding	0.10%
Processing of distributions directly to participants and mailing of applicable 1099 reports	\$50 one-time charge per disbursement
Systematic Distribution Option (SDO)	\$12.50 per participant per quarter, deducted annually

Investment Option Selections

Please select your plan investment options below (maximum of 45 funds may be selected at one time) , including the Voya Fixed Account).

For Plans utilizing the Portfolio Blueprint service, please refer to the appropriate Recommended Portfolio for the fundselections available for this plan. Although the Voya Fixed Account is available under the contract, it is not offered in conjunction with the Portfolio Blueprint service

The investment fund menu may include various share classes of funds. Please pay close attention to all materials concerning investment options provided to you, including the Sponsor Information Booklet, Fund Fact Sheets, Fund Summary Information and Fund Performance and Expense Reports as you make your selections. You should review the prospectuses and the collective investment trust disclosure documents for any investment options you are considering.

The asset class funds are offered as suites of funds. If you would like to offer these or any other suite of funds offered in the asset allocation category as options under your plan, you must check all of the funds offered in the corresponding suite. By electing to offer target date funds as investment options in your plan, you are authorizing VOYA to include all funds available in the series, including the addition of new series as they become available and the deletion of existing series as they expire. We will not transfer balances to any new Portfolio except upon direction from you or plan participants. Please note that each individual Portfolio will count against the 45 fund maximum limit.

Note that fund families may close funds to new investment at any time, and may also elect to discontinue a particular fund or funds. Therefore, the funds listed below are subject to continued availability from the fund family. In the event a fund you select is no longer available for investment prior to the issuance of your contract, we will contact you for an alternative fund selection.

You should consider the investment objectives, risks, charges and expenses of the investment option carefully before investing. The prospectuses/prospectus summaries containing this and other information can be obtained by contacting your local representative. Please read the information carefully before investing.

Please indicate the default allocation percentages along with the checkmark for the selected options below. Please be sure that the default allocation percentages indicated equal 100%.

Each calendar year the company limits the sum of transfers from the Fixed Account to 20% of that portion of the current value of the Unallocated Account held in the Fixed Account as of January 1 of that calendar year. This limitation is referred to as the "Unallocated Contracts - Fixed Account Transfer Limit". We may, on a temporary basis, allow any larger percentage.

Additionally, partial surrenders from the Fixed Account are limited to 20% of that portion of the current value of the Unallocated Account held in the Fixed Account as of January 1 of that calendar year. This limitation will be referred to as the "Unallocated Contracts – Fixed Account Surrender Limit". We may, on a temporary basis, allow any larger percentage. The Unallocated Contracts - Fixed Account Surrender Limit will not be imposed on benefit payments for reasons of retirement, separation from service (not including a severance from employment that would not otherwise qualify as a separation of service), death, disability, unforeseeable emergency, financial hardship, Plan loan, or as an in-service Distribution upon attainment of an age as specified by the Plan.

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
Asset Allocation					
American Century One Choice® 2025 Portfolio - R6 Class	R	6273			
American Century One Choice® 2030 Portfolio - R6 Class	R	6274			
American Century One Choice® 2035 Portfolio - R6 Class	R	6275			
American Century One Choice® 2040 Portfolio - R6 Class	R	6276			
American Century One Choice® 2045 Portfolio - R6 Class	R	6277			
American Century One Choice® 2050 Portfolio - R6 Class	R	6278			
American Century One Choice® 2055 Portfolio - R6 Class	R	6279			
American Century One Choice® 2060 Portfolio - R6 Class	R	4739			
American Century One Choice® 2065 Portfolio - R6 Class	R	E693			
American Century One Choice® In Ret Portfolio - R6 Class	R	6270			
MyCompass Index Aggressive 2025 Fund - Class R CIT	C	D386			
MyCompass Index Aggressive 2035 Fund - Class R CIT	C	D387			
MyCompass Index Aggressive 2045 Fund - Class R CIT	C	D388			
MyCompass Index Aggressive 2055 Fund - Class R CIT	C	D389			
MyCompass Index Aggressive Retirement Fund - Class R CIT	C	D385			
MyCompass Index Conservative 2025 Fund - Class R CIT	C	D376			
MyCompass Index Conservative 2035 Fund - Class R CIT	C	D377			
MyCompass Index Conservative 2045 Fund - Class R CIT	C	D378			
MyCompass Index Conservative 2055 Fund - Class R CIT	C	D379			
MyCompass Index Conservative Retirement Fund - Class R CIT	C	D375			
MyCompass Index Moderate 2025 Fund - Class R CIT	C	D381			
MyCompass Index Moderate 2035 Fund - Class R CIT	C	D382			
MyCompass Index Moderate 2045 Fund - Class R CIT	C	D383			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
MyCompass Index Moderate 2055 Fund - Class R CIT	C	D384			
MyCompass Index Moderate Retirement Fund - Class R CIT	C	D380			
Vanguard® LifeStrategy® Conservative Growth Fund- Investor	R	2608			
Vanguard® LifeStrategy® Growth Fund - Investor	R	2609			
Vanguard® LifeStrategy® Income Fund - Investor	R	2610			
Vanguard® LifeStrategy® Moderate Growth Fund - Investor	R	2618			
Vanguard® Target Retirement 2015 Fund - Investor Shares	R	791			
Vanguard® Target Retirement 2020 Fund - Investor Shares	R	1296			
Vanguard® Target Retirement 2025 Fund - Investor Shares	R	926			
Vanguard® Target Retirement 2030 Fund - Investor Shares	R	1297			
Vanguard® Target Retirement 2035 Fund - Investor Shares	R	793			
Vanguard® Target Retirement 2040 Fund - Investor Shares	R	1298			
Vanguard® Target Retirement 2045 Fund - Investor Shares	R	794			
Vanguard® Target Retirement 2050 Fund - Investor Shares	R	1299			
Vanguard® Target Retirement 2055 Fund - Investor Shares	R	2473			
Vanguard® Target Retirement 2060 Fund - Investor Shares	R	3447			
Vanguard® Target Retirement 2065 Fund - Investor Shares	R	8995			
Vanguard® Target Retirement Income Fund - Investor Shares	R	795			
Voya Index Solution 2025 Portfolio - Class Z		6999		X	
Voya Index Solution 2030 Portfolio - Class Z		7005		X	
Voya Index Solution 2035 Portfolio - Class Z		3205		X	
Voya Index Solution 2040 Portfolio - Class Z		3206		X	
Voya Index Solution 2045 Portfolio - Class Z		3207		X	
Voya Index Solution 2050 Portfolio - Class Z		3208		X	
Voya Index Solution 2055 Portfolio - Class Z		3209		X	

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
Voya Index Solution 2060 Portfolio - Class Z		3214		X	
Voya Index Solution 2065 Portfolio - Class Z	R	E474		X	
Voya Index Solution Income Portfolio - Class Z		3215		X	
Voya Solution Aggressive Portfolio - Class R6		9113			
Voya Solution Balanced Portfolio - Class R6		9116			
Voya Solution Conservative Portfolio - Class R6		9117			
Voya Solution Moderately Aggressive Portfolio - Class R6		9114			
Voya Solution Moderately Conservative Pt - Class R6		9115			
Voya Target In-Retirement Fund - Class R6	R	6997			
Voya Target Retirement 2025 Fund - Class R6	R	6989			
Voya Target Retirement 2030 Fund - Class R6	R	6990			
Voya Target Retirement 2035 Fund - Class R6	R	6991			
Voya Target Retirement 2040 Fund - Class R6	R	6992			
Voya Target Retirement 2045 Fund - Class R6	R	6993			
Voya Target Retirement 2050 Fund - Class R6	R	6994			
Voya Target Retirement 2055 Fund - Class R6	R	6995			
Voya Target Retirement 2060 Fund - Class R6	R	6996			
Voya Target Retirement 2065 Fund - Class R6	R	E485			
Voya Target Solution Trust Fund: 2025 Fund - Class 8 CIT	C	3576			
Voya Target Solution Trust Fund: 2030 Fund - Class 8 CIT	C	3577			
Voya Target Solution Trust Fund: 2035 Fund - Class 8 CIT	C	3578			
Voya Target Solution Trust Fund: 2040 Fund - Class 8 CIT	C	3579			
Voya Target Solution Trust Fund: 2045 Fund - Class 8 CIT	C	3580			
Voya Target Solution Trust Fund: 2050 Fund - Class 8 CIT	C	3581			
Voya Target Solution Trust Fund: 2055 Fund - Class 8 CIT	C	3582			
Voya Target Solution Trust Fund: 2060 Fund - Class 8 CIT	C	6082			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
Voya Target Solution Trust Fund: 2065 Fund - Class 8 CIT	C	E492			
Voya Target Solution Trust Fund: Income Fund - Class 8 CIT	C	3583			
Balanced					
American Funds American Balanced Fund® - Class R-6	R	7027		X	
American Funds Capital Income Builder® - Class R-6	R	1957			
American Funds The Income Fund of America® - Class R-6	R	1961			
AMG GW&K Global Allocation Fund - Class Z	R	3499			
Columbia Balanced Fund - Institutional 3 Class	R	6615			
Invesco Equity and Income Fund - Class R6	R	3700			
Ivy Asset Strategy Fund - Class N	R	6954			
Ivy Balanced Fund - Class N	R	6955			
Janus Henderson Balanced Fund - Class N Shares	R	3624			
MFS® Total Return Fund - Class R6	R	3904			
Vanguard® Balanced Index Fund - Admiral™ Shares	R	9009			
Voya Global Div Pymt Fund - Class R6	R	C478			
Voya Global Multi-Asset Fund - Class R6	R	9428			
VY® T. Rowe Price Capital Appreciation Portfolio - Class R6		9256			
Bonds					
AB Global Bond Fund - Class Z	R	6344			
AB High Income Fund - Class Z	R	6346			
American Century Short Duration Infl Protect Bond Fd R6	R	6308			
American Funds Capital World Bond Fund® - Class R-6	R	1959			
BlackRock GNMA Portfolio - Class K Shares	R	3544			
BlackRock High Yield Bond Portfolio - Class K Shares	R	3918			
BrandywineGLOBAL - Global Opportunities Bond Fnd - Class IS	R	3869			
Columbia Emerging Markets Bond Fund - Institutional 3 CI	R	6944			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
Columbia High Yield Bond Fund - Institutional 3 Class	R	3733			
DFA Inflation-Protected Securities Portfolio - Inst Class	R	3223			
DFA Intermediate Govt Fixed Income Portfolio - Inst Class	R	3224			
DFA Short-Term Extended Quality Portfolio - Inst Class	R	3483			
Eaton Vance Income Fund of Boston - Class R6	R	6726			
Fidelity® Inflation-Protected Bond Index Fund	R	D111			
Fidelity® Intermediate Treasury Bond Index Fund	R	D114			
Fidelity® Long-Term Treasury Bond Index Fund	R	D116			
Fidelity® Short-Term Bond Index Fund	R	D108			
Fidelity® Short-Term Treasury Bond Index Fund	R	D117			
Fidelity® Sustainability Bond Index Fund - Institutional CI	R	D109			
Fidelity® U.S. Bond Index Fund	R	D110			
Invesco Floating Rate ESG Fund - Class R6	R	3701			
Invesco International Bond Fund - Class R6	R	3506			
Invesco Short Term Bond Fund - Class R6	R	3710			
Janus Henderson Flexible Bond Fund - Class N Shares	R	3631			
Loomis Sayles Bond Fund - Class N	R	3870			
Loomis Sayles Strategic Income Fund - Class N	R	3872			
Lord Abbett Bond Debenture Fund - Class R6	R	7375			
MFS® Emerging Markets Debt Fund - Class R6	R	3664			
MFS® Total Return Bond Fund - Class R6	R	3671			
Neuberger Berman Strategic Income Fund - Class R6 Shares	R	3836			
PGIM High Yield Fund - Class R6	R	6589			
PGIM Short-Term Corporate Bond Fund - Class R6	R	6590			
PGIM Total Return Bond Fund - Class R6	R	6591			
PIMCO GNMA and Government Securities Fund - Instit Class	R	3449			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
PIMCO High Yield Fund - Institutional Class	R	814			
PIMCO Income Fund - Institutional Class	R	3524			
PIMCO International Bond Fund (Unhedged) - Instit Class	R	7399			
PIMCO Low Duration Fund II - Institutional Class	R	3517			
PIMCO Real Return Fund - Institutional Class	R	2695			
Pioneer Bond Fund - Class K Shares	R	3791			
Pioneer Strategic Income Fund - Class K Shares	R	3795			
Templeton Global Bond Fund - Class R6	R	6457			
Vanguard® Inflation-Protected Securities Fund - Admiral™ Sh	R	7925			
Vanguard® Total Bond Market Index Fund - Admiral™ Shares	R	898			
Voya Global Bond Fund - Class R6	R	6430			
Voya High Yield Bond Fund - Class R6	R	8676			
Voya Intermediate Bond Fund - Class R6	R	6431			
Voya Short Term Bond Fund - Class R6	R	6434			
Voya Strategic Income Opportunities Fund - Class R6	R	9921			
Western Asset High Yield Fund - Class IS	R	3528			
Western Asset Inflation Indexed Plus Bond Portfolio - CI IS	R	3527			
Global / International					
American Beacon International Equity Fund - R5	R	2365			
American Funds Capital World Growth and Income Fund® - R-6	R	1960			
American Funds EuroPacific Growth Fund® - Class R-6	R	1723			
American Funds New Perspective Fund® - Class R-6	R	1899			
American Funds New World Fund® - Class R-6	R	3491			
American Funds SMALLCAP World Fund® - Class R-6	R	1969			
Baron Emerging Markets Fund - R6 Shares	R	9005			
DFA Emerging Markets Portfolio - Institutional Class	R	1911			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
DFA International Core Equity Portfolio - Inst Class	R	2875			
DFA International Small Company Portfolio - Inst Class	R	2751			
DFA International Value Portfolio - Institutional Class	R	1178			
Federated Hermes Intl Leaders Fund - Class R6 Shares	R	6426			
Fidelity® Global ex U.S. Index Fund	R	D126			
Fidelity® International Index Fund	R	D115			
Fidelity® International Sustainability Index Fund	R	D127			
Fidelity® Total International Index Fund	R	D128			
Franklin Mutual Global Discovery Fund - Class R6	R	3727			
Goldman Sachs International Small Cap Insights Fd - CI R6 Sh	R	6746			
Invesco Global Fund - Class R6	R	3505			
Invesco Global Growth Fund - Class R6	R	3702			
Invesco Global Opportunities Fund - Class R6	R	3504			
Invesco International Diversified Fd - Class R6	R	6236			
Invesco Oppenheimer International Growth Fund - Class R6	R	9855			
iShares MSCI EAFE International Index Fund - Class K Shares	R	3553			
Ivy International Core Equity Fund - Class N	R	6958			
JPMorgan Emerging Markets Equity Fund - Class R6 Shares	R	C374			
Lord Abbett International Opportunities Fund - Class R6	R	7388			
MFS® International Diversification Fund - Class R6	R	C380			
MFS® International Growth Fund - Class R6	R	3667			
MFS® Research International Fund - Class R6	R	3672			
PIMCO StocksPLUS® International Fund (US Dir Hdgd)- Inst CI	R	3540			
Templeton Foreign Fund - Class R6	R	6355			
Vanguard® Emerging Markets Stock Index Fund - Admiral™ Sh	R	6722			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check If Offered	Allocation %
Vanguard® Global Capital Cycles Fund - Investor Shares	R	6241			
Vanguard® International Explorer™ Fund - Investor Shares	R	3368			
Vanguard® Total International Stock Index Fund - Adm™ Sh	R	9889			
Victory Trivalent International Small-Cap Fund - Class R6	R	3622			
VY® Morgan Stanley Global Franchise Portfolio - R6		7549			
Large Cap Growth					
AB Large Cap Growth Fund - Class Z	R	4717			
Alger Capital Appreciation Institutional Fund - Class Y	R	C334			
AllianzGI Focused Growth Fund - Class R6	R	7524			
American Century Ultra® Fund - R6 Class	R	6314			
American Funds AMCAP Fund® - Class R-6	R	1949			
ClearBridge Aggressive Growth Fund - Class IS	R	3860			
Iman Fund	R	7182			
Janus Henderson Forty Fund - Class N Shares	R	3625			
JPMorgan Large Cap Growth Fund - Class R6 Shares	R	3494			
MFS® Growth Fund - Class R6	R	3665			
Pioneer Fundamental Growth Fund - Class K Shares	R	6239			
Voya Large Cap Growth Fund - Class 8 CIT	C	3566			
Voya Large-Cap Growth Fund - Class R6	R	9664			
Large Cap Value					
American Beacon Large Cap Value Fund - R5	R	1360			
American Funds Fundamental Investors® - Class R-6	R	2323			
American Funds Washington Mutual Investors FundSM-Class R-6	R	1990			
ClearBridge Appreciation Fund - Class IS	R	3496			
Columbia Contrarian Core Fund - Institutional 3 Class	R	6943			
DFA U.S. Core Equity 1 Portfolio - Institutional Class	R	3482			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check If Offered	Allocation %
DFA U.S. Core Equity 2 Portfolio - Institutional Class	R	3226			
DFA U.S. Large Cap Value Portfolio - Institutional Class	R	1231			
Fidelity® 500 Index Fund	R	C975			
Fidelity® Total Market Index Fund	R	D118			
Invesco Comstock Fund - Class R6	R	3695			
Invesco Diversified Dividend Fund - Class R6	R	3697			
Invesco Dividend Income Fund - Class R6	R	3782			
Invesco Main Street Fund - Class R6	R	3508			
JPMorgan Equity Income Fund - Class R6 Shares	R	3507			
JPMorgan U.S. Equity Fund - Class R6 Shares	R	3168			
MFS® Core Equity Fund - Class R6	R	7403			
MFS® Value Fund - Class R6	R	9857			
Nuveen Dividend Value Fund - Class R6	R	3988			
PIMCO RAE PLUS Fund - Institutional Class	R	3522			
Pioneer Equity Income Fund - Class K Shares	R	3793			
T. Rowe Price Value Fund - I Class	R	7575			
Vanguard® 500 Index Fund - Admiral™ Shares	R	899			
Vanguard® Total Stock Market Index Fund - Admiral™ Shares	R	1122			
Virtus Ceredex Large-Cap Value Equity Fund - Class R6	R	6974			
Voya Corporate Leaders 100 Fund - Class R6	R	6730			
Voya Large Cap Value Fund - Class 8 CIT	C	3567			
Voya Large Cap Value Fund - Class R6	R	6433			
Voya Large Cap Value Portfolio - Class R6		9861			
Voya U.S. High Dividend Low Volatility Fund - Class R6	R	E235			
Small/Mid/Specialty					
American Beacon Small Cap Value Fund - R5	R	2676			
American Beacon Stephens Mid-Cap Growth Fund - R5	R	3492			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
BlackRock Health Sciences Opportunities Portfolio - Class K	R	7874			
BMO Mid-Cap Value Fund - Class R-6	R	3936			
BMO Small-Cap Value Fund - Class R-6	R	3938			
Carillon Eagle Small Cap Growth Fund - Class R-6	R	3489			
ClearBridge Mid Cap Fund - Class IS	R	3498			
ClearBridge Small Cap Growth Fund - Class IS	R	3497			
Cohen & Steers Real Estate Securities Fund - Class Z	R	1999			
Columbia Select Mid Cap Value Fund - Institutional 3 Class	R	6945			
DFA Commodity Strategy Portfolio - Institutional Class	R	3480			
DFA Global Real Estate Securities Portfolio - Inst Class	R	3484			
DFA Real Estate Securities Portfolio - Institutional Class	R	1438			
DFA U.S. Small Cap Portfolio - Institutional Class	R	9753			
DFA U.S. Targeted Value Portfolio - Institutional Class	R	2566			
Fidelity Advisor® Small Cap Fund - Class Z	R	9682			
Fidelity® Extended Market Index Fund	R	D113			
Fidelity® Mid Cap Index Fund	R	D122			
Fidelity® Small Cap Index Fund	R	C993			
Franklin Mutual Financial Services Fund - Class R6	R	6079			
Franklin Small Cap Value Fund - Class R6	R	6594			
Franklin Utilities Fund - Class R6	R	6157			
Goldman Sachs Small/Mid Cap Growth Fund - Class R6 Shares	R	4718			
Invesco American Value Fund - Class R6	R	3693			
Invesco Global Real Estate Income Fund - Class R6	R	3703			
Invesco Gold & Special Minerals Fund - Class R6	R	3992			
Invesco Main Street Small Cap Fund - Class R6	R	9135			
Ivy Energy Fund - Class N	R	7217			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check If Offered	Allocation %
Ivy Science and Technology Fund - Class N	R	6959			
Ivy Small Cap Core Fund - Class N	R	6961			
JPMorgan Small Cap Growth Fund - Class R6 Shares	R	6090			
Lord Abbett Value Opportunities Fund - Class R6	R	7401			
MFS® Mid Cap Growth Fund - Class R6	R	8133			
MFS® Mid Cap Value Fund - Class R6	R	6912			
MFS® Technology Fund - Class R6	R	3875			
MFS® Utilities Fund - Class R6	R	3790			
Neuberger Berman Genesis Fund - Class R6 Shares	R	3831			
Neuberger Berman Mid Cap Growth Fund - Class R6 Shares	R	3833			
Nuveen NWQ Small-Cap Value Fund - Class R6	R	3991			
PGIM Global Real Estate Fund - Class R6	R	6588			
PGIM QMA Mid-Cap Value Fund - Class R6	R	6351			
PIMCO CommodityRealReturn Strategy Fund® - Inst Class	R	1909			
PIMCO Real Estate Real Return Strategy Fund - Inst Class	R	3521			
PIMCO StocksPLUS® Small Fund - Institutional Class	R	3354			
Principal Real Estate Securities Fund - Class R-6	R	509			
Vanguard® Energy Fund - Admiral™ Shares	R	2975			
Vanguard® Health Care Fund - Admiral™ Shares	R	6459			
Vanguard® Health Care Index Fund - Admiral™ Shares	R	3816			
Vanguard® Mid-Cap Index Fund - Admiral™ Shares	R	756			
Vanguard® Small-Cap Index Fund - Admiral™ Shares	R	757			
Victory Integrity Small-Cap Value Fund - Class R6	R	3617			
Victory Munder Mid-Cap Core Growth Fund - Class R6	R	3615			
Virtus Ceredex Mid-Cap Value Equity Fund - Class R6	R	6975			

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered	Allocation %
Voya Mid-Cap Growth Equity Fund - Class 8 CIT	C	3568			
Voya MidCap Opportunities Fund - Class R6	R	6411			
Voya MidCap Opportunities Portfolio - Class R6		9862			
Voya Small Company Fund - Class R6	R	6435			
Voya Small Company Portfolio - Class R6		9866			
Voya Small-Cap Growth Equity Fund - Class 8 CIT	C	3569			
Voya SmallCap Opportunities Portfolio - Class R6		9900			
VY® Baron Growth Portfolio - Class R6		7411			
VY® Columbia Small Cap Value II Portfolio - Class R6		7493			
VY® JPMorgan Small Cap Core Equity Portfolio - Class R6		7495			
VY® T. Rowe Price Diversified Mid Cap Growth Port- Class R6		9275			
Wells Fargo Common Stock Fund - Class R6	R	7432			
Wells Fargo Special Mid Cap Value Fund - Class R6	R	6093			
Stability of Principal					
Voya Fixed Account (4450)		4450		X	

International investments involve currency, economic, and political risks as well as differences in accounting.

Fixed Accounts are not mutual funds, but rather are fixed investment options offered under a group annuity contract or funding agreement.

Insurance products, annuities and funding agreements are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"), Windsor, CT. VRIAC is solely responsible for its own financial condition and contractual obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services LLC ("VIPS"). VIPS does not engage in the sale or solicitation of securities. All companies are members of the Voya™ family of companies. Securities distributed by Voya Financial Partners, LLC (member SIPC) or third parties with which it has a selling agreement. All products and services may not be available in all states.

Acknowledgement, approval and authorized signatures

I have received and reviewed a Voya MAP Select Proposal, Plan Sponsor Information Booklet, Fund Fact Sheets, mutual fund prospectuses, collective investment trust disclosures, and the Voya MAP Select Fund Summary Information, which describe the actual or estimated charges, fees, discounts, penalties or adjustments currently in effect and which may be applied in connection with the purchase, holding, exchange or termination of the Program. I acknowledge that the assumptions on which the Program charges are based are accurate and that the fee quote contained in this document supersedes any prior quotes. I understand additional fees may apply to other options selected in connection with my Program that may not be disclosed in this document.

VRIAC and its affiliates are not responsible for any description of the terms of the Program other than the written disclosure material provided by VRIAC and its affiliates. Any modifications to the written material must be approved by an officer of the Company.

Your sales representative is appointed with VRIAC. I understand his/her contractual sales agreement with VRIAC may limit his/her ability to recommend products from other insurers.

VRIAC is not responsible for the selection or supervision of service providers or fiduciaries to the plan (e.g., Investment Advisors, Recordkeepers, or Third Party Administrators). Where a sales representative of VRIAC is also a service provider to the Plan or undertakes a fiduciary role, he or she is not acting on behalf of VRIAC when providing those services or when acting in any fiduciary capacity.

As a sponsor of a tax qualified plan I am aware that current tax laws provide for deferral of taxation of earnings on plan account balances. I understand that our Plan will be utilizing a Program that is designed to provide features and benefits that may be of value to the Plan, but does not provide for any additional deferral of taxation beyond that provided by the Plan itself.

VRIAC will recognize only the signature(s) of the Trustee(s)/Named Fiduciary(ies) signing below to authorize fund allocation changes and disbursements. I will notify VRIAC in writing if any successor or replacement of these individuals occurs in which case VRIAC will cease to recognize the authority of the replaced individual(s) and will accept the authority of the successor individual(s). As a Trustee/Named Fiduciary, I certify that I have read, understand and agree to the information described herein, and that I am authorized to sign this proposal on behalf of the Plan. My instructions are consistent with the terms of the Plan and I agree to the selections made herein.

Please Print/Type

Signature

Trustee/Named Fiduciary/Plan Sponsor

Trustee/Named Fiduciary/Plan Sponsor

Trustee/Named Fiduciary/Plan Sponsor

Trustee/Named Fiduciary/Plan Sponsor

Trustee/Named Fiduciary/Plan Sponsor

Date

**SUBSCRIPTION AGREEMENT
FOR
EMPLOYEE BENEFIT INVESTMENT FUNDS
OF
VOYA INVESTMENT TRUST CO.**

This Subscription Agreement, made as of _____, ²⁰²⁰2019, is expected by or on behalf of the (the "Plan" or "Plans", each such Plan is referred to as a "Plan") for investment in the employee benefit funds ("Funds") established and maintained by Voya Investment Trust Co. ("Trustee"), a limited purpose non-depository Connecticut trust company with its main office located in Windsor, Connecticut, as trustee of the Funds, which are governed by the Amended and Restated Declaration of Trust of Voya Investment Trust Co., dated as of January 9, 2017, and as amended from time to time.

RECITALS

The Trustee maintains the Declaration of Trust including each separate collective investment fund established thereunder as a "Fund" and described in each Fund Description and all other attachments hereto, as amended and in effect from time to time (collectively, the "Declaration of Trust"), as a medium for the collective investment of eligible tax-qualified retirement trusts and certain eligible governmental plans (defined as "Qualified Trusts" in the Declaration of Trust).

Under the Declaration of Trust, the Trustee has established a variety of Funds, and may in the future establish additional Investment Funds in accordance with the terms and conditions set forth in the Declaration of Trust.

The named fiduciary executing this Subscription Agreement on behalf of each Plan (the "Subscriber") and subscribing in the Funds specified on page 7 of this Subscription Agreement has the authority to direct investments or select or designate investment options for each Qualified Trust and each Plan (together a "Participating Trust"), and desires to invest in the Fund as elected by the Subscriber, and such additional Funds as may hereafter be added to this Subscription Agreement by written agreement (which may be effected through electronic means) of the Subscriber and the Trustee (the "Designated Funds" and each a "Designated Fund"), and made available as investment or investment options of each Plan in accordance with this Subscription Agreement.

The Trustee desires to accept the Participating Trust (including each Plan forming a part thereof) as a "Participating Trust" (as defined in the Declaration of Trust) of each Designated Fund, subject to the terms and conditions of this Subscription Agreement.

AGREEMENT

In consideration of the foregoing and the commitments set forth below, the Subscriber hereto agree as follows:

1. **Appointment and Acceptance.** The Subscriber hereby appoints the Trustee as investment manager (as that term is defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) of the Participating Trust with respect to such assets of the Participating Trust that may from time to time be invested in any Designated Fund. The Trustee hereby accepts such appointment as investment manager and agrees that it will serve as a fiduciary of the Plan(s) with respect to such assets. The Trustee reserves the right, in its sole discretion, to accept or reject, in whole or in part, any or all investments. The Subscriber agrees to be bound by the terms and conditions of the Declaration of Trust, as amended from time to time, and acknowledges receipt of a copy of the Declaration of Trust and Fund Description for any Designated Fund.

2. **Inconsistencies.** In the event of any inconsistency between this Subscription Agreement, documents governing the Plan(s), and the Declaration of Trust, the Declaration of Trust shall control. The terms of the Declaration of Trust are hereby incorporated by reference and capitalized terms used but not defined herein shall have the same meaning afforded to them in the Declaration of Trust.

3. **Representations of the Subscriber.** The Subscriber represents and warrants the following:
 - (a) that the Subscriber is the trustee or named fiduciary of the Participating Trust and each Plan;

 - (b) that the Participating Trust and each Plan forming a part thereof is:
 - (i) a qualified trust, exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), under Section 401(a) of the Code, and has received and may rely on a favorable determination or approval letter from the Internal Revenue Service, or a legal opinion from counsel, regarding its qualification under such section (which continues to be in full effect) and has, in fact, been qualified under such section from the effective date of such Participating Trust; OR

 - (ii) an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt from taxation under Section 457(g) of the Code; OR

 - (iii) a common, collective or commingled trust fund that consists solely of assets of plans described in (i) and/or (ii) above and/or a fund described in this subsection (iii) and which is exempt from Federal income taxation under

Section 501(a) of the Code by reason of qualifying as a "group trust" under Revenue Ruling 81-100 as amended and supplemented from time to time, and any successor ruling thereto ("Revenue Ruling 81-100");

- (c) that the Subscriber has received and/or had the opportunity to review: (i) the Declaration of Trust and relevant Fund Descriptions for the Designated Funds elected on Schedule A; and (ii) the Form ADV-Part 2A of Voya Investment Management Co. LLC, the parent company of the Trustee which also shares many personnel with the Trustee who perform services for the Funds. (Form ADV-Part 2A is also available at www.adviserinfo.sec.gov.) The Subscriber also agrees that future amendments to these documents and other reports may be provided via electronic means;
- (d) that each Plan adopts the Declaration of Trust as a part of such Plan; and, if and to the extent that assets of any Designated Fund are invested in interests in any collective trust fund (other than the Designated Funds) that is exempt from tax under the Code or applicable Internal Revenue Service rulings and regulations under Revenue Ruling 81-100, as amended, and Section 401(a)(24) of the Code (each an "Other Collective Fund"), the declaration of trust (or such other instruments establishing or governing such Other Collective Fund) shall be adopted as part of the Declaration of Trust of the Designated Fund;
- (e) that the investment in the Designated Funds by such Plan is permitted under the terms of each Plan. Assets invested in the Designated Funds pursuant to this Subscription Agreement are restricted to assets of such Plans and the Subscriber shall notify the Trustee within 10 days of the loss of such qualification by any Plan;
- (f) that the Subscriber has the authority to invest each Plan's assets in the Designated Funds, to appoint the Trustee as trustee and investment manager of such assets, and to execute this Subscription Agreement on behalf of each Plan;
- (g) to the extent applicable, the Subscriber has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required for the performance of this Subscription Agreement;
- (h) neither the Subscriber nor any Plan forming part of the Participating Trust has relied upon any investment, legal or tax advice or recommendation of the Trustee or any of the Trustee's affiliates as a basis for the decision to invest assets in any Designated Fund or, if applicable, to select any Designated Fund as an investment option;
- (i) the Subscriber understands the following: (a) the Units of the Designated Fund(s) have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the applicable securities laws of any states or other jurisdictions, and participants are not entitled to the protections of the 1933 Act; (b) neither the Trustee nor any Designated Fund is registered under the Investment Company Act of 1940, as amended (the "1940 Act"), or other applicable law, and participants are not entitled to the protections of the 1940 Act; (c) the Units of the Designated Funds are not insured by the FDIC or any other governmental agency, are not covered by any other type of

deposit insurance and are not deposits of, or guaranteed by, the Trustee or any other bank; (d) with respect to the use of any futures, options on futures, or swaps, the Trustee intends to operate each Fund as a "qualifying entity" pursuant to Regulation 4.5 under the Commodity Exchange Act, as amended, and is claiming an exclusion from the definition of a "commodity pool operator" with respect to each such Fund; and (e) as may be described more fully in the Declaration of Trust or a Fund Description, the Designated Fund(s) may, in addition to investing in securities and money markets instruments, also invest in various other types of investments including but not limited to futures contracts, security futures contracts or products, derivatives and other similar investments. Investments in the Designated Funds are subject to various risks and the value of investments in the Designated Funds will fluctuate. No assurance can be given that the Designated Fund(s) will achieve their investment objectives;

- (j) the Subscriber understands: (i) that the Funds may be made available through an investment platform owned and operated by an entity that is separate from the Trustee and which may be affiliated or unaffiliated with the Trustee; and (ii) that the owner and operator of such platform, rather than the Trustee, will generally be the primary contact for the Subscriber;
- (k) to the extent the Participating Trust is participant-directed, the Subscriber (or its designee) has communicated or will communicate to all participants in the Participating Trust prior to their direction to invest in Units of the Designated Fund(s) all material information regarding each Designated Fund as deemed necessary and appropriate by the Subscriber (or its designee) and the Trustee has no responsibility for any communication to participants in the Participating Trust or Plans;
- (l) that the Subscriber understands and agrees that the entity operating the investment platform referred to in paragraph (j) maintains policies or procedures reasonably designed to prevent market timing and excessive trading activity in the Designated Fund(s) in which Participating Trusts will invest and will provide the Trustee with a description of such measures. The Subscriber also understands and agrees that the entity operating the investment platform will maintain: (i) records sufficient to identify the date and time or receipt of instructions and orders relating to investments in a Designated Fund; and (ii) records sufficient to demonstrate that each instruction was received in good order and prior to the time for calculating the next valuation as described in the Declaration of Trust for the Designated Funds;
- (m) that the Subscriber understands and agrees that the entity operating the investment platform referred to in paragraph (j) maintains policies and procedures reasonably designed to identify and prevent participants in any Participating Trust or Plan from submitting purchase or sale orders for a Designated Fund after 4:00 pm (Eastern time); and
- (n) that the Subscriber understands that the Trustee is relying on information contained in this Subscription Agreement for legal and regulatory purposes and that the Subscriber will promptly inform the Trustee (or its agent) of any changes to the information set

forth in this Subscription Agreement, including any changes to the Subscriber's investment objectives or goals, or its status.

Notwithstanding anything to the contrary herein, any Plan that qualifies as a Keogh plan (also referred to as an H.R. 10 plan) shall not be eligible as a Participating Trust.

4. **Representations of the Trustee.** The Trustee represents and warrants the following:
 - (a) that it is a fiduciary within the meaning of ERISA with respect to assets invested in the Designated Funds pursuant to this Subscription Agreement and will comply with the fiduciary responsibility provisions of ERISA in the performance of its obligations under this Subscription Agreement;
 - (b) that it is an "investment manager" as defined in Section 3(38)(B)(iii) of ERISA and a "qualified professional asset manager" ("QPAM") as defined in Prohibited Transaction Class Exemption 84-14, issued by the U.S. Department of Labor;
 - (c) that it has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required for the performance of the duties in this Subscription Agreement; and
 - (d) that it has the authority to execute this Subscription Agreement.
5. **Fees.** The Subscriber shall pay to the Trustee compensation as determined by the fee schedule attached as **Schedule A** and such expenses as provided for in Article 9 of the Declaration of Trust ("Compensation and Expenses of the Trustee") and/or in the Fund Description. The Trustee may deduct such fees and expenses from each Plan's interest in the Designated Funds. The Subscriber acknowledges and agrees that such compensation is not more than reasonable compensation for the services provided by the Trustee.
6. **Governing Law.** Subject to the provisions of ERISA, this Subscription Agreement shall be construed and governed according to the laws of the State of Connecticut.
7. **Entire Agreement.** As of the date of acceptance below, this Subscription Agreement together with the Declaration of Trust, the Fund Description(s) and the attached Schedules ("Agreement") constitute the entire agreement between the Subscriber, the Plan(s) and Trustee with respect to any investment made hereunder and effectively amends, restates and supersedes any prior agreements made between Subscriber and Trustee.
8. **Confidential Treatment.** All information and reports furnished by both the Subscriber and the Trustee, including to their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as the parties mutually agree in writing or as required by law or regulatory process. Notwithstanding the foregoing, the Trustee may use the performance results obtained by or in connection

with the investment process in marketing and other materials distributed to clients or potential clients.

9. **Prohibited Transactions.** In an effort to prevent a Fund from entering into a non-exempt "prohibited transaction" under ERISA and/or Section 4975 of the Code, the Trustee and the Funds may have an obligation to identify any Participating Trust that holds in excess of 10% of the beneficial interests of a Fund (a "10% Benefit Plan"). If the Trustee or the Funds have such a contractual obligation, they may be required to disclose to one or more parties involved with such transaction the names of all 10% Benefit Plans and the name and identity of the fiduciary or fiduciaries who made the decision to have such 10% Benefit Plan invest in one or more of the Funds. Notwithstanding any other contractual undertaking regarding confidential information between the Subscriber, the Participating Trust and/or the employer sponsoring such plan on the one hand, and the Trustee and or an affiliate on the other hand, the Trustee and/or the Funds shall be permitted to disclose such information as described in the preceding sentence.
10. **Suit or Action.** If suit or action is brought to enforce or interpret this Subscription Agreement, the prevailing party shall be entitled to recover, in addition to other relief that the court may award, an amount that the court may award as reasonable attorneys' fees prior to trial, on trial or on any appeal therefrom.
11. **Termination.** The Trustee may resign at any time upon thirty days written notice delivered to the Subscriber.

ACCEPTED AND AGREED TO ON THE DATE BELOW:

Subscriber, on behalf of Plan

Dated: _____

By: _____

Title: _____

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity opening an account. What this means for the Plan and Subscriber: When an account is opened, the Plan must provide its legal name, address, taxpayer identification number, and other relevant information that will allow Voya to make identifications.

Plan Legal Name TOWN OF COLCHESTER POLICE DEPT PEN PLAN

Three-Digit Plan Identification Number Employer 001

Identification Number (EIN) 06-6001974

THE SUBSCRIBER SELECTS THE FOLLOWING FUNDS FOR INVESTMENT, NOW OR IN THE FUTURE, AT THE SUBSCRIBER'S DETERMINATION:

- Voya Clarion Global Real Estate Securities Fund
- Voya Mid-Cap Growth Equity Fund
- Voya Large Cap Growth Fund
- Voya Large Cap Value Fund
- Voya Small-Cap Growth Equity Fund
- Voya Target Solution Trust Fund Series

SCHEDULE A FEES

In accordance with the Declaration of Trust, the Trustee will be compensated for its management and administration of each Fund as set forth in the tables below. Each Fund will also bear expenses of such Fund's operation, including but not limited to custody, valuation and audit fees. Such management and administration fees may be charged against the assets under Trustee's management and a portion thereof may be paid to the trustee or manager of an underlying Collective Trust Fund. The Management Fee structure for the **Unit Class 8, the Zero Revenue Share Unit Class**, is set forth below:

Equity Investments

Strategy	Zero Revenue Share Management Fee
Voya Mid Cap Growth Trust Fund	65 bps
Voya Large Cap Growth Trust Fund	50 bps
Voya Large Cap Value Trust Fund	50 bps
Voya Small Cap Growth Trust Fund	75 bps
Voya Clarion Global Real Estate Securities Trust Fund	70 bps

Unit Class 8

The Zero Revenue Share Product Fee for Funds in the Equity Investment strategies above will accrue on a daily basis and be paid directly from the Fund(s) or Unit Class, and are comprised of Management Fees referenced above, as well as any additional variable administrative and operating expenses (such as custody, valuation and audit fees).

Target Date Investments

Strategy	Zero Revenue Share Product Fee
Voya Target Solution Trust Fund Series	53 bps

Unit Class 8

The Product Fee for Unit Class 8 of the Voya Target Solution Trust Fund Series (each, a "Target Fund") will accrue on a daily basis and be paid directly from the Target Fund(s) or Unit Class. The Product Fee is comprised of various management fees of both the Trustee and the managers or trustees of unaffiliated underlying Collective Trust Funds, as well as administrative and operating expenses (such as custody, valuation and audit fees), both for the Target Funds as well as for underlying Collective Trust Funds employed in the investment strategy.

Management Fees; Administrative and Operating Costs:

The Product Fee is intended to include approximately all costs and expenses incurred by the Target Funds as well as by the underlying Collective Trust Funds. Out of the Product Fee, the Trustee will retain a portion for management, administration and other support services rendered. The Product Fee will accrue on a daily basis based on the market value of the Target Fund's prior day's net assets, for the respective Unit Class. The management fees paid to trustees or managers of the underlying Collective Trust Funds (those collective trust funds in which the Target Funds invest) are calculated as follows:

Where the Trustee or a Voya affiliate manages an underlying Collective Trust Fund, there will be no separate management fees for the underlying Collective Trust Fund. In these situations, the only expenses incurred at the underlying affiliated Collective Trust Fund level will be administrative and other operating expenses, as described below; these expenses accrue on a daily basis and are reflected in the valuation of the Unit Class.

Where the manager or trustee of an underlying Collective Trust Fund is not affiliated with the Trustee (i.e., an "external manager"), the management fees may be assessed within the underlying Collective Trust Fund's NAV (if it is provided by the manager) or, if not provided within the NAV, the management fees will be calculated by the Trustee and included within the Target Fund NAV for the respective Unit Class. Along with administrative and operating expenses, these management fees accrue on a daily basis and are reflected in the valuation of the Target Fund via the NAV which is included in the Valuation of the Unit Class. Monthly, the Trustee calculates the weighted average external manager's management fee and this fee accrues daily, one (1) month in arrears, within the NAV of the Target Fund or Unit Class. Adjustments to this accrual are made each month to allow for any deviations from the prior month's estimates due to changes in the underlying Collective Trust Fund's proportionate allocation within the Target Fund.

Administrative fees and other operating expenses for each Target Fund Unit Class will accrue on a daily basis and will be reflected in the valuation of the Target Fund or Unit Class.

Because all management fees, administrative and operating expenses of the Target Funds as well as of the underlying Collective Trust Funds are included in the Product Fee estimated at 0.53%, the fees reflected in each Target Fund's NAV should not materially change (although the value of the Target Fund's holdings will fluctuate).

Note: As described above, the Product Fee of 0.53% is intended to include all management fees, administrative and other operating costs of the Target Funds and the underlying Collective Trust Funds.

As its compensation for providing management, administrative and other support services for the Target Funds as well as the investments in underlying Collective Trust Funds, the Trustee will retain the difference, if any, between the Product Fee of 0.53% and the management fees and other administrative and operating costs incurred by the Target Funds and underlying Collective Trust Funds. As a result, the revenue and overall profit or loss to the Trustee will vary over time depending on economies of scale, the mix of underlying Collective Trust Funds and their respective fees and expenses, and other factors. For example, if the actual overall management fees, administrative and operating expenses incurred by the Target Funds and underlying Collective Trust Funds *decline*, the revenues and/or profit to the Trustee would generally increase; conversely, if the actual overall management fees, administrative and operating expenses incurred by the Target Funds and underlying Collective Trust Funds *increase*, the revenues and/or profit to the Trustee would generally decline. In this regard, to the extent that fee and/or expense reductions are achieved through either economies of scale or negotiation by the Trustee, the revenues and/or profit to the Trustee would generally increase. To the extent that the Trustee's asset allocation decisions and/or underlying Collective Trust Fund selections resulted in lower overall fees and expenses, the increment (if any) between these fees and expenses and the Product Fee of 0.53% could increase, whereas if the Trustee's decisions and selections resulted in higher overall fees and expenses, the increment (if any) could decrease. Based on past experience, the allocation of investments to underlying Collective Trust Funds managed by the Trustee or its affiliates (and, thus, incurring no separate management fee within the underlying Collective Trust Fund) would rarely exceed 45% and in most cases would be between 25% and 40% of a Target Fund's total assets; as such, for most periods a Target Fund would typically have between 60% to 75% of its assets in underlying Collective Trust Funds managed by external managers, with the remaining 25% to 40% in underlying Collective Trust Funds managed by the Trustee or its affiliates.

In general, the management fees, administrative and operating expenses incurred by the Target Funds and underlying Collective Trust Funds will be primarily governed by factors outside the discretion of the Trustee, although as noted above, the Trustee's asset allocation decisions and the selection of underlying Collective Trust Funds may impact the overall levels of these fees and expenses; however, fees are not a consideration in the asset allocation decisions within Target Funds.

In calculating the amount of the Product Fee of 0.53% that the Trustee is entitled to retain, the Trustee will rely on information provided by service providers as well as the managers of the external underlying Collective Trust Funds; as noted above, the Trustee will make appropriate adjustments after receiving accurate information. Where such information is delayed, has changed or needs to be revised, the actual Product Fee could fluctuate above or below 0.53%; on a monthly basis, the Trustee will review expenses and make adjustments prospectively based on expenses and information received from the underlying Collective Trust Funds or other sources.

SCHEDULE B

Voya Investment Trust Co.

and

Voya Investment Management Co. LLC Guide to Services and Compensation

Set forth below is an overview of the investment services provided by Voya Investment Trust Co. ("Voya Trust"), the trustee and manager of the Voya Investment Trust Co. Plan of for Employee Benefit Investment Funds (the "Collective Trust") and Voya Investment Management Co. LLC ("Voya IM"), its parent company, the fees and other compensation charged for or otherwise related to such services, attributable to your Plan's investment in the Collective Trust. It is designed to provide the information required under Section 408(b)(2) of the Employee Retirement Income Security Act of 1974 ("ERISA") and assist you in meeting your fiduciary responsibilities under ERISA.

Additional or supplemental information may be found in various other relevant documents, including: Voya IM's Form ADV, the Declaration of Trust for the Collective Trust (the "Declaration of Trust"), any Fund Description(s) for the Fund(s) your Plan invests in, the most recent audited Annual Financial Statements for the Fund(s), as well as other documents ("Governing Documents"). These documents include information regarding Voya Trust's and Voya IM's investment advisory services, fees, personnel, other business activities and financial industry affiliations, and potential conflicts of interest. In the event of any conflict between the information in this summary and the information in the Governing Documents, the terms and information in the Governing Documents prevail. If you do not already have a copy of Voya IM's Form ADV, it can be obtained online at www.adviserinfo.sec.gov. Similarly, if you would like another copy of the Declaration of Trust, a Fund Description, or the most recent audited Annual Financial Statements for a Fund, please contact Voya.

Your Plan may also receive services from other service providers, such as a third party administrator. Voya IM or its affiliates may also provide services to your Plan under separate arrangements not described herein; the documents or agreements covering those arrangements may include additional relevant information. If you have any questions concerning this Guide to Services and Compensation or the information provided to you concerning our services and compensation, please contact Voya.

Guide to Information

Information	Description	Location (if applicable)
<p><i>Description of Services provided to the Plan</i></p>	<p>Voya Trust serves as trustee and manager to the Collective Trust and provides discretionary investment management services to the Collective Trust. Voya IM is the parent company of Voya Trust and shares many personnel who perform services for the Collective Trust. For the Target Solution Trust Funds, your plan may invest in a target date strategy under which particular Funds utilize a series of affiliated and unaffiliated collective trust funds.</p>	<p>Declaration of Trust, particularly Article 4.</p> <p>Subscription Agreement</p> <p>Fund Description</p> <p>Items 4 and 8 of Voya IM's Form ADV-Part 2A.</p>
<p><i>Statement concerning the services that we provide as a registered investment adviser or as an ERISA fiduciary</i></p>	<p>Voya IM (a Delaware limited liability company) is an investment adviser registered under the Investment Advisers Act of 1940 as well as a "fiduciary" for purposes of ERISA. Voya Trust is a Connecticut trust company and a "fiduciary" for purposes of ERISA.</p>	

<p><i>Compensation that we receive from the Plan ("Direct Compensation")</i></p>	<p>Voya Trust receives a management and, in the case of the Target Solution Trust Funds, an administrative fee for managing Funds within the Collective Trust, calculated on a monthly or quarterly basis. Depending on the particular Fund and class of shares, this management fee may be charged directly to the Plan or may be accrued daily by the Fund based on average daily net assets of the share class. Except for the Target Date Funds, this management fee is separate from other fees or expenses that the Collective Trust may pay to service providers for custody, audit, administrative and other services. For the Target Solution Trust Funds, the management fee is intended to be a portion of the overall Product Fee charged to the Plan. The Product Fee includes fees and expenses paid to service providers for custody, audit, administrative, management and other services.</p>	<p>The Fee Schedule section of your Subscription Agreement.</p> <p>Fund's most recent audited Annual Financial Statements.</p>
--	--	--

<p><i>Compensation that we receive from other unrelated parties ("Indirect Compensation")</i></p>	<p>Soft Dollars— Consistent with industry practice, investment research and brokerage services may be received as a result of client trading commissions as permitted by Section 28(e) under the Securities Exchange Act of 1934, typically for Funds pursuing equity strategies. Because the services are received in connection with trading activities for many accounts and funds, the value or benefit of any services are not specifically allocated to particular funds or accounts. These research and brokerage services are designed to augment internal research and investment management capabilities and may include a wide variety of analyses, reviews, tables, data bases, and reports on such matters as economic and political strategy. Such services may also include research reports on companies, industries, securities, economics and politics; economic and financial data; portfolio and performance analyses; specialized publications and news sources; earnings forecasts; computer databases; quotation services; trading-related services and software; and research-oriented computer software and other services.</p> <p>For the Target Solution Trust Funds, where the underlying collective trust funds are managed by unaffiliated investment managers, Voya IM and Voya Trust would receive no soft dollar or similar benefits from transactions engaged in by the underlying funds.</p>	<p>Item 12 of Voya IM's Form ADV—Part 2A.</p>
---	---	---

	<p>However, in those situations where an underlying collective trust fund is managed by Voya IM or Voya Trust, it is possible that indirect soft dollar benefits would be received.</p>	
	<p>The broker-dealers that directly or indirectly provide investment research and brokerage services, generated either internally or from external sources, include:</p> <ul style="list-style-type: none"> • <i>Barclays Capital</i> • <i>Bank of America/Merrill Lynch</i> • <i>BTIG/Bass Trading</i> • <i>Citigroup</i> • <i>CS First Boston</i> • <i>Deutsche Bank</i> • <i>Goldman Sachs Instinet</i> • <i>Instinet</i> • <i>ITG</i> • <i>J.P. Morgan</i> • <i>Jones Trading</i> • <i>KCG Holdings</i> • <i>Liquidnet</i> • <i>Morgan Stanley</i> • <i>Susquehanna</i> • <i>UBS</i> • <i>Pulse Trading/State Street</i> • <i>Stuart Frankel</i> • <i>Weeden & Co.</i> 	

	<p>Gifts and Entertainment—From time to time, third-party vendors (which may include broker-dealers, consultants and other financial institutions) may provide Voya Trust, Voya IM or its employees with gifts and/or entertainment. These may include meals, entertainment, access to industry conferences and non-monetary gifts and gratuities (e.g., promotional items). Pursuant to regulatory requirements and firm policies, Voya IM and its affiliates have implemented policies and procedures reasonably designed to identify, quantify and track these items of gifts and entertainment. Under these policies and procedures, no employee may receive any gift or other favor of more than <i>de minimis</i> (\$100) aggregate value per year from any one person or entity doing business with us. In addition, business meals and entertainment need to be consistent with FINRA guidance and advice; as such, the total value of the event may not exceed \$300 per employee, per event, subject to an annual maximum amount of \$1,000 per third party.</p>	
	<p>Conference and/or Program Support—From time to time, Voya IM may receive marketing and or training support payments, subsidies and other types of financial and non-financial compensation from affiliates, product partners or vendors to support the sale of products to clients.</p>	

<p><i>Compensation that will be paid among Voya Trust and related parties</i></p>	<p>Sub-Advisory Relationships—As noted above, Voya Trust provides investment management services to the Collective Trust. In some cases Voya Trust may retain an affiliated or unaffiliated entity to provide sub-advisory or other services with the respect to the Collective Trust. In addition, it may share personnel with affiliates and make use of use of affiliates' capabilities. Unless otherwise noted, any payments to a sub-adviser would be made by Voya Trust out of its management fees, rather than by the Plan or the Fund.</p> <p>The Fund(s) within the Collective Trust that currently have sub-advisors is/are:</p> <p>Voya Clarion Global Real Estate Securities Trust Fund (sub-advised by CBRE Clarion Securities, LLC).</p>	<p>Section 4.6 of the Declaration of Trust.</p> <p>Fund Description</p> <p>Item 10 of Voya IM's Form ADV-Part 2A.</p>
	<p>The Target Solution Trust Funds your Plan invests in currently uses the following collective trust funds:</p> <p>Voya Target Solution Trust Income Fund Voya Target Solution Trust 2020 Fund Voya Target Solution Trust 2025 Fund Voya Target Solution Trust 2030 Fund Voya Target Solution Trust 2035 Fund Voya Target Solution Trust 2040 Fund Voya Target Solution Trust 2045 Fund Voya Target Solution Trust 2050 Fund Voya Target Solution Trust 2055 Fund Voya Target Solution Trust 2060 Fund</p>	

	<p>Solicitation or Sales Fees— While not typical, in some cases, Voya IM or an affiliated entity may be compensated for referring a Plan client to an affiliated or unaffiliated investment adviser. In other situations, Voya IM or an affiliated entity may pay an affiliated or unaffiliated entity for referring potential Plan clients to Voya IM. In these situations, the Plan would generally receive a Disclosure Document as required by applicable law. We also compensate our sales personnel as part of their employment and depending on their performance, including new or retained business.</p>	<p>Disclosure Document provided to Plan (if applicable)</p> <p>Item 14 of Voya IM's Form ADV-Part 2A.</p>
	<p>Affiliated Funds or Investment Products— We do not use affiliated broker-dealers to execute transactions. However, in some cases, where otherwise consistent with applicable law and the terms of the Declaration of Trust, a Fund within the Collective Trust may invest Plan assets in affiliated funds or other investment products (e.g., mutual funds or other collective trust funds). In general, unless otherwise specifically disclosed, the management fees paid to the underlying affiliated fund or product would be offset against the management fee received by Voya Trust for managing the Collective Trust. In situations where an unaffiliated fund or investment product were invested in, the fees and other costs of the investment would be borne by the Fund within the Collective Trust.</p>	<p>Article 4 of the Declaration of Trust, particularly Sections 4.4 and 4.9.</p> <p>Fund Description.</p> <p>Item 10 of Voya IM's Form ADV- Part 2A.</p>
	<p>Voya Target Solution Trust 2055 and 2060 Funds - costs of the investment are currently borne by the Fund within the Collective Trust.</p>	

<p><i>Compensation that Voya Trust will receive if the Plan redeems from the Fund</i></p>	<p>Voya Trust is generally entitled to the fees it has earned up until the date the Plan is no longer invested in a Fund. There is no redemption or similar fees for the Plan's withdrawals from the Collective Trust.</p>	
<p><i>Fund annual operating expenses</i></p>	<p>The most recent total annual operating expenses of the Fund within the Collective Trust is set forth in the most recent audited Annual Financial Statements for the Fund. These expenses generally include management fees, custody fees, administration fees, audit fees and other costs of operating the Funds.</p>	<p>Fund's most recent audited Annual Financial Statements</p>