

AMENDMENT NO. 1

TO THE CITY OF CARSON DEFERRED COMPENSATION PROGRAM
ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF CARSON
AND VOYA
PLAN # 666972 & 666973

THIS AMENDMENT TO THE CITY OF CARSON DEFERRED COMPENSATION PROGRAM ADMINISTRATIVE SERVICES AGREEMENT ("Amendment No. 1") by and between the City of Carson, California ("Plan Sponsor") and Voya Retirement Insurance and Annuity Company ("VRIAC"), Voya Financial Partners, LLC (together with VRIAC, the "Company"), on behalf of the City of Carson Deferred Compensation Plan & City of Carson 401(a) Retirement Plan (referred to herein as the "Plan"), Voya Plan Numbers 666972 & 666973 ("the Agreement") is effective as of the 15th day of December, 2015.

RECITALS

A. Plan Sponsor and Company entered into that certain Agreement for Contractual Services dated May 1, 2015 ("Agreement") whereby Company agreed to provide certain administrative services to the Plan.

B. The Plan Sponsor and VRIAC have entered into a certain Expense Account for Services of Expenditures with respect to the establishment of an expense account (the "EASE Account") to be used to defray the reasonable expense of administering this Plan.

C. On August 25, 2015, the Company contacted the Plan Sponsor regarding an error in EASE Account Agreement language.

C. Plan Sponsor and Company now desires to amend the Agreement to reflect the establishment of, and certain terms relating to, the EASE Account.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Effective as of the date of this Amendment, the subsection entitled "Expense Account for Services of Expenditures" under Schedule I of the Agreement is hereby deleted in its entirety and replaced with the following:

"Expense Account for Services of Expenditures ("EASE Account")

The EASE Account is a funding source that can be directed towards the payment of allowable plan administrative expenses or

allocated to participant accounts. The amount allocated to the EASE Account is 0.21%, which is directly attributable to all mutual fund revenue sharing amounts and/or the asset based fee on the Plan's assets invested in the mutual funds and Voya Fixed Plus Account III under this agreement. Please refer to your Expense Account for Service Expenditures Agreement for complete details regarding the administration of this optional account.

Changes to the amount allocated to the EASE Account may be made by (i) the Plan Sponsor by submission of such change to the Contractor on such form as Contractor may prescribe from time to time, or (ii) the Contractor by written notice to the Plan Sponsor.

Changes to the amount allocated to the EASE Account may be made by (i) the Plan Sponsor by submission of such change to the Contractor on such form as Contractor may prescribe from time to time, or (ii) the Contractor by written notice to the Plan Sponsor."

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Plan Sponsor and Company each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Company represents and warrants to the Plan Sponsor that, as of the date of this Amendment, Plan Sponsor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Plan Sponsor represents and warrants to Company that, as of the date of this Amendment, Company is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such

01/19/2016 12:21:05

party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

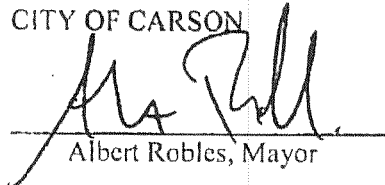
[SIGNATURES ON FOLLOWING PAGE]

01007.0004/277851.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON


Albert Robles, Mayor

ATTEST:

Jim Dear, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONTRACTOR:

By: _____
VOYA RETIREMENT INSURANCE
AND ANNUITY COMPANY

Name:
Title:
Address:

By: _____
VOYA FINANCIAL PARTNERS, LLC

Name:
Title:
Address:

01/19/2016 12:21:05

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	NUMBER OF PAGES
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE

