

Date: July 1, 2023

PLAN SPONSOR DIRECTION AND ACKNOWLEDGMENT FORM

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

From: City of San Jose (“Plan Sponsor” or “We”)

Re: Group Contract Number HRA015 and HRA 016 - Plan – City of San Jose HRA Plan and City of San Jose Sworn VEBA Health Savings Account

Plan Sponsor currently holds Unallocated Group Funding Agreement GFA-HRA (12/04) (“Current Unallocated Contract”) which was issued by Voya Retirement Insurance and Annuity Company (hereinafter, “VRIAC”) for the City of San Jose and City of San Jose Sworn VEBA Health Savings Account (hereinafter, “the Plan”).

As the authorized representative of the Plan and Contract Holder of the Current Unallocated Contract, we authorize, and direct Voya as follows. These changes described below are to be effective on November 1, 2023 (the “Effective Date”), or as soon as administratively feasible after this date.

Transfer of Existing Balances and Participant Records:

- We hereby direct Voya to establish an Unallocated Fixed Group Funding Agreement GFA-HRA-U-21 (hereinafter the “Acquired Fixed Unallocated Contract”) and corresponding Trust/Custodial Account Agreement. The Acquired Fixed Unallocated Contract and the Trust/Custodial Account Agreement are referred collectively as the “Voya Health Reimbursement Arrangement” offering.
- We hereby direct Voya to transfer the total balance of the Voya Fixed Account in the Current Unallocated Contract to the Voya Fixed Account in the Acquired Fixed Unallocated Contract. We understand no market value adjustment will apply on the transfer.
- We hereby direct Voya to transfer the total balance of the AUV variable investments in the Current Unallocated Contract to NAV mutual funds through the Trust/Custodial Account pursuant to the mapping instructions provided by the County separately as part of the program implementation.

Other Acknowledgments and Representations:

- All transactions for the Plan will be suspended from October 31, 2023, at the close of the NYSE (generally 4:00 p.m. Eastern) until November 1, 2023, or longer if necessary “Blackout”) to facilitate these changes. During the blackout period, no sponsor-level or participant-level transactions will be allowed including but not limited to payroll contributions, participant-level allocation or investment changes, address changes, or claims reimbursement requests.
- The Voya Fixed Account, offered under the Acquired Fixed Unallocated Contract will have a crediting rate of **X.XX% (as of Month XX, XXXX, subject to change)** and a guaranteed interest rate of 1.00%.

- We are authorized under the terms of the Plan and applicable law to direct you to make the changes as described above.

By: _____
Authorized Representative of Plan Sponsor

Its: _____
Print Name and Title

Signed at: _____ on _____
City and State Date