

EXPENSE ACCOUNT FOR SERVICE EXPENDITURES ("EASE ACCOUNT") AGREEMENT - BASIS POINT OPTIONS



THIS AGREEMENT is effective as of the 19 day of September, 2020 by and between Voya Retirement Insurance and Annuity Company ("VRIAC") and Broken Arrow Public Schools the ("Client"), collectively referred to herein as the "Parties."

WHEREAS, the Client is name fiduciary of the Broken Arrow Public Schools 403(b) and 457(b) Retirement Plans (the "Plan").

WHEREAS, the Client has entered into a Plan Administrative Services Agreement and/or a Plan Sponsor Services Profile (collectively the "Services Agreement") with VRIAC pursuant to which VRIAC will provide certain services to the Plan;

WHEREAS, the Client wishes to establish a means of capturing revenue that VRIAC receives from investment funds under the Plan to the extent such revenue is in excess of the amount VRIAC is due under the Services Agreement;

WHEREAS, the Parties wish to enter into an Expense Account for Service Expenditures ("EASE") Agreement and to use an EASE Account to defray the reasonable expenses of administering the Plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and subject to the terms and conditions set forth below, Client and VRIAC hereby agree as follows:

1. As used in this Agreement, the following terms shall have the meanings set forth below:
 - a. "EASE Account" means a plan level account maintained within the Plan with respect to the Fee Recapture amount.
 - b. "EASE Account Year" means the calendar year with respect to amounts credited to the Account.
 - c. "Fee Recapture Amount" means, with respect to a given month, the amount of excess revenue that will be deposited into the EASE Account, calculated as follows:
 - i. the annual basis point amount of revenue;
 - ii. divided by 12; and
 - iii. multiplied by the value of the Plan Assets on the last business day of such month, except as otherwise provided for under Section 11.
 - d. "Plan Assets" means the assets of the Plan, but excluding (i) employer / company stock fund or self-directed brokerage account, and (ii) outstanding loan balances.
 - e. "Reasonable Plan Expense(s)" means a reasonable expense of administering the Plan that is the type of expense that may be paid out of the assets of the Plan, as certified and directed by the Client.
 - f. "Unused Account Balance" means an amount, if any, in respect to an EASE Account Year, equal to (i) the balance of the EASE Account as of December 31 of the EASE Account Year, less (ii) any payment requests submitted prior to March 31 following the end of the EASE Account Year.
2. VRIAC shall credit Fee Recapture Amounts to the EASE Account on the last business day of each month. The credits will be invested in the fund selected on the signature page of this Agreement and the accumulated amounts shall be available to pay Reasonable Plan Expenses.
3. The EASE Account shall be debited first with amounts that are due under the Services Agreement, if any, and thereafter with other Reasonable Plan Expenses that the Client disburses from the EASE Account.

4. The Client shall submit any payment requests prior to the close of business on March 31 (or the preceding business day) following the end of the EASE Account Year in which the Fee Recapture Amount was credited to the EASE Account. The Unused Account Balance will be allocated to participant accounts at the close of business on March 31 (or the preceding business day) following the end of each EASE Account Year as described in Section 5.
5. The Client directs VRIAC to use one of the following methods for allocating the Unused Account Balance as indicated on the signature page of this Agreement and represents and warrants that the Client has determined that the selected method of reallocation is reasonable and prudent, taking into account the competing interests of the various Plan participants, the effects of the allocation methodology of each group, and the costs and benefits of the possible allocation methodologies:
 - (a) **Pro rata:** Unused Account Balance will be allocated to participants with a balance in the Plan on the date of the allocation based on a ratio of individual account balance over total account balances as of such date (disregarding any forfeiture or other unallocated accounts).
 - (b) **Per capita:** Unused Account Balance will be allocated to participants with a balance in the Plan on the date of the allocation based on a flat dollar amount (balance divided by the number of participants with a balance on the date of allocation, disregarding any forfeiture or other unallocated accounts).
 - (c) **Forfeiture Account:** Unused Account Balance will be allocated solely to the forfeiture account under the Plan.

Client acknowledges that VRIAC may agree to alternative methods of allocation. If any such alternative method requires a custom file, Client agrees VRIAC shall only be responsible for allocating in accordance with such alternative method if file is submitted to VRIAC no later than one month prior to the allocation date noted in Section 4.

6. Allocations of the Unused Account Balance will be subject to the distribution restrictions that apply to elective deferrals, or, in the case of a Plan that does not hold amounts attributable to elective deferrals, to employer contributions.
7. Client will submit payment requests for Reasonable Plan Expenses using the self-service portal on the Voya sponsor website. Client may direct VRIAC to make such payments directly to the service provider or may direct VRIAC to reimburse the Plan for amounts that it has paid, for example, out of its forfeiture account.
8. As soon as administratively feasible, but no later than 10 business days following the date VRIAC receives direction from the Client in good order, VRIAC shall make the payment as directed by the Client for the amount requested.
9. Client will be responsible for determining whether an expense is a Reasonable Plan Expense and VRIAC will not have any duty or authority to determine whether an expense is a Reasonable Plan Expense. VRIAC will not be liable in the event a payment is not a Reasonable Plan Expense and will not be liable in any way as a result of a direction from the Client to make payments attributable to the EASE Account. Client agrees to indemnify and hold harmless VRIAC and its partners, officers, directors, employees, agents and affiliates from and against any and all losses, liabilities, demands, claims, actions and expenses (including, without limitation, any attorney's fees and taxes) that arise out of services provided by VRIAC or its affiliates under this Agreement. The limitations on liability and indemnifications stated herein will survive termination of this agreement.
10. The Client acknowledges that if VRIAC has agreed under the Services Agreement to provide the Client with a completed Form 5500 or information needed to complete Form 5500, the recognition of payments for Reasonable Plan Expenses from the EASE Account with respect to Schedule C of Form 5500 will be on a cash basis.
11. This Agreement may terminate in one of the following ways:
 - a. Any Party may terminate this Agreement at any time by providing 60 calendar days advance written notice to the other Party, unless the Parties waive such notice. As soon as practicable following the date of termination, VRIAC will perform a final calculation of any remaining Fee Recapture Amounts as of the date of termination and credit the EASE Account with any such Fee Recapture Amounts. The remaining EASE Account balance shall be available for payment of Reasonable Plan Expenses according to the schedule outlined in Section 6.
 - b. Upon termination of the Services Agreement, this Agreement shall also terminate. On the date of liquidation, VRIAC will perform a final calculation of any remaining Fee Recapture Amount and credit the EASE Account with any such Fee Recapture Amounts. At the time of liquidation, any unused portion of the EASE Account may be used to offset any outstanding recordkeeping fees due to VRIAC. Any remaining balance in the EASE Account will be transferred to the successor provider with all other assets of the Plan.

12. This Agreement may be amended at any time by written amendment adopted by the Client and VRIAC. VRIAC may also amend this Agreement at any time by providing the Client with a copy of the amendment sixty (60) days in advance of the amendment's effective date. At the expiration of the sixty (60) day period, if Client has not objected to the amendment in writing then the Client shall be deemed to have agreed to the amendment.
13. This Agreement will be construed and administered under the laws of the State of Connecticut. If any provision is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.
14. This Agreement will inure to the benefit of, and will be binding upon, the parties and their successors and assigns.

The Client hereby elects the allocation method indicated below for Unused Account Balances under Section 6 of this Agreement:

- Pro Rata**
- Per Capita**
- Forfeiture Account**

The Client hereby selects the following fund for investment of Fee Recapture Amounts credited to the EASE Account::

Please specify Fund Name: Voya Fixed Plus Account III

Please specify Fund Number: 4020

The amount to be credited to the EASE Account will be 0 basis points of excess revenue on an annual basis.

Voya Plan Number: 666427 and 666451

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

CLIENT

Client Name _____ Title _____

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

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

Name Melissa M. McAuliffe Title Vice President, Operations

Signature 