



City of Rochester

RFP – 2017 Deferred Compensation Advisory Services

Addendum to Response to Questions

Please indicate the current process for submitting loan payments. Is it done through a payroll file or directly with a participant bank account (ACH)?

[Loan payments are currently payroll deducted.](#)

Please provide the current service agreements.

[Please see pages 3-23 of this document for the current service agreement and amendments.](#)

Please provide a sample of the current contribution file feed that the plan uses today. Please provide data definitions as well as field level definitions for the file.

[Please see page 24 of this document for a contribution file sample.](#)

Would you be able to provide a sample of the statement provided to participants disclosing all fees and expensed paid out of or charged against plan assets? This is referenced on page 8, #11 of the RFP.

[Please see pages 25-35 of this document for a sample participant statement.](#)

Administrative Services Agreement

To be signed by Plan Sponsor



Hartford Life

Hartford Life Insurance Company
P.O. Box 1583
Hartford, CT 06144-1583

1.0 Agreement

1.1 This Administrative Services Agreement (hereinafter "**Agreement**") is made and entered into by and between the Plan Sponsor and Hartford Life Insurance Company, a Connecticut corporation (hereinafter "**Hartford Life**"). It is hereby represented by the Plan Sponsor that the Plan Sponsor has authority to act for the Plan and to contract for services on behalf of the Plan.

1.2 The purpose of this Agreement is to facilitate the maintenance of Individual Accounts and the administration of the Plan with respect to those Investment Options offered by Hartford Life and authorized by the Plan Sponsor as it pertains to accounting for contributions, benefit payments, the withholding of taxes from such benefit payments, and the proper reporting to Participants, annuitants, and governmental agencies. The Plan Sponsor represents that during the term of this Agreement, and with respect to the services to be provided by Hartford Life for Participant Individual Accounts maintained under this Agreement, that Hartford Life shall be the exclusive provider of such services to the Plan.

1.3 Unless expressly provided otherwise, the services rendered by Hartford Life pursuant to this Agreement shall be performed at no additional cost to the Plan Sponsor. Upon the request of the Plan Sponsor, Hartford Life will make a reasonable attempt to secure appropriate services, other than those provided under this Agreement, from other sources with any and all agreed upon fees charged back to the Plan Sponsor.

1.4 This Agreement is subject to the terms of the Plan and Subtitle II of the Rules and Regulations of the New York State Deferred Compensation Board (hereinafter "**Regulations**") and that such Plan and Regulations are made a part thereof. It is hereby recognized that, under this Agreement, Hartford Life serves as an Administrative Service Agency as that term is defined under the Regulations.

1.5 **Social Security Replacement Plan Pursuant to Omnibus Budget Reconciliation Act of 1990** - The Plan Sponsor wishes to offer a Social Security Replacement Plan to eligible employees and has established a 457(b) eligible deferred compensation plan for this purpose, herein after "OBRA Plan". The Plan Sponsor and Hartford Life have entered into Investment Arrangement to

provide a funding vehicle for the OBRA Plan. The Employer has selected the General (Declared Rate) Account under the Investment Arrangement as the available Investment Option for such OBRA Plan. The provisions of this Administrative Services Agreement shall apply to such OBRA Plan except as follows:

- (a) Provisions regarding Investment Options other than the General (Declared Rate) Account option offered under the Investment Arrangement shall not apply;
- (b) If included, provisions regarding Participant loans shall not apply;
- (c) If included, provisions regarding Morningstar ClearFuture services shall not apply.

2.0 Definitions

2.1 As used herein, the following words and phrases have the meanings set forth as in this Section, unless this Agreement expressly provides otherwise:

"**Code**" means the Internal Revenue Code of 1986, as amended, including any regulations or rulings thereunder;

"**Employer**" means City of Rochester New York Bureau of Employee Relations;

"**Individual Account**" means that portion of the Plan's assets in an Investment Arrangement which is held for the benefit of a Participant pursuant to the terms of the Plan;

"**Investment Arrangement**" means the arrangement(s) between the Plan Sponsor or Trustee and Hartford Life to fund the Plan;

"**Investment Option**" means any investment provided under one or more Investment Arrangements;

"**Participant**" means an employee (or former employee) of the Plan Sponsor participating in the Plan and for whom an account under the Plan is maintained;

"**Plan**" means City of Rochester New York Bureau of Employee Relations Deferred Compensation Plan, a plan established and maintained in accordance with the provisions of Code Section 457;

"Plan Sponsor" means the Employer and its designated representative;

"Plan Sponsor Contact" means

Name and/or Title Benefits Manager
City of Rochester New York Bureau of
Employee Relations
Address Room 103 A
30 Church Street
City, State, Zip Rochester, NY 14614;

"Trust" means the trust and custodial accounts maintained by the Trustee under the Plan's trust agreement;

"Trustee" means the trustee(s) named in the Plan's trust agreement, if any.

3.0 Participant Individual Account Services

3.1 Hartford Life will establish an Individual Account for each Participant, beneficiary, or alternate payee under a Plan approved domestic relations order. For each such account, Hartford Life will record and maintain the following information:

- (a) name;
- (b) social security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments.

To establish an Individual Account for an employee, the Plan Sponsor, after determining such employee's eligibility under the Plan, must provide Hartford Life with an application or, alternatively, Individual Accounts may be established electronically as further described in Section 3.3. To establish an Individual's Account for an alternate payee, the Plan Sponsor must provide: a certified copy of the court approved domestic relations order; a letter from the Plan Sponsor that certifies that the domestic relations order is a qualified domestic relations order under Section 414(p) of the Code and that approves the establishment of the Individual's Account with specific instructions on the disposition of the amount in question and the investment rights of the alternate payee under the Plan; and an enrollment application for the alternate payee.

3.2 Hartford Life will provide a toll free telephone service, or voice response unit (VRU), that enables each Plan Participant to perform certain functions which include, but are not limited to:

- a) redirecting the investment of future contributions among the Investment Options;

- b) transferring amounts held in the Participant's Individual Account among the Investment Options;
- c) obtaining the Participant's Individual Account balance in total and on an investment fund basis for the previous valuation day; and
- d) obtaining the accumulation unit value/price for the previous valuation day for each of the Investment Options.

Hartford Life will provide customer representatives to support the utilization of the VRU during normal business hours. Hartford Life may also provide these enumerated services and features through an Internet site(s) available to Plan Participants. Hartford Life will record all activity of the VRU and Internet site(s) in accordance with generally accepted record retention practices. Hartford Life will operate its VRU and Internet services in accordance with reasonable provisions to ensure the security of such services. The VRU and Internet site(s) may occasionally be unavailable to accommodate system maintenance.

3.3 If elected by the Plan Sponsor in Section 15.1, Hartford Life will provide internet enrollment services (e-enroll) to the Plan, pursuant to the Plan Sponsor's election in Section 15.1. Individuals will be able to access a dedicated e-enroll Internet site. The e-enroll process will capture an individual's desired contribution level, investment allocation direction and other census information. These individuals will not be able to re-access e-enroll, however they will be provided with access to the VRU and internet services described in Section 3.2. The Internet services will include an option to record changes to contribution levels.

The Plan Sponsor will provide Hartford Life with an employee census file. Electronic enrollments shall only be processed for those individuals on such file. Census data must be provided to Hartford Life by the Plan Sponsor via a medium and format acceptable to Hartford Life.

Each week, Hartford Life will make a report available to the Plan Sponsor via the Internet that will include the following data obtained since the last report: (i) each individual who has completed the e-enroll process (or application process described in Section 3.1), including, to the extent applicable, the individual's desired contribution level; and (ii) any Participant contribution level changes made via the Internet or other service.

4.0 Contributions

4.1 The Plan Sponsor shall determine, arrange for, and supply, directly to Hartford Life or its designee, cash proceeds representing Contributions to the Plan and all data necessary to properly allocate Contributions. The cash and allocation data

submitted to Hartford Life must be in "good order." Good order means that the allocation data submitted by the Plan Sponsor to Hartford Life reconciles with both the cash remitted to Hartford Life and the Participant Accounts on record with Hartford Life. Good order also means that cash and allocation data are submitted electronically in a layout and format mutually agreed to by both Hartford Life and the Plan Sponsor. For transactions that are not in good order, Hartford Life shall return the cash to the Plan Sponsor within 5 business days, unless directed otherwise. Hartford Life is not responsible for collecting any Contributions that may be due to the Plan but are not deposited with Hartford Life.

4.2 Contributions to the Plan will be allocated among each Participant's Individual Account, according to the instructions filed with Hartford Life by the Plan Sponsor, subject to the terms of the Plan. Contributions will be invested among the Investment Options under the Investment Arrangement in accordance with the terms of the Investment Arrangement and the most current investment direction on file at Hartford Life. Transactions are valued as of the close of regular trading on the New York Stock Exchange (usually 4 p.m. Eastern time) on each day the Exchange is open. Contributions and allocation data received in good order before the close of the New York Stock Exchange are considered part of that day's receipts. Contributions and allocation data received in good order after the close of the New York Stock Exchange will be considered part of the next day's receipts. Where the terms of the Investment Arrangement and this paragraph conflict, the terms of the Investment Arrangement will govern.

4.3 Data for processing will be submitted to Hartford Life via a medium and format mutually agreed to by both Hartford Life and the Plan Sponsor.

4.4 Any amounts contributed in error by the Plan Sponsor to the Plan shall be returned to the Plan Sponsor within seven business days of the receipt of a written notice from the Plan Sponsor to Hartford Life which establishes the error, the amount of such error and the intended disposition of such error.

4.5 For purposes of this Section 4.0, the term "Contributions" shall include amounts under the Plan transferred to the Investment Options from other Plan funding vehicles.

5.0 Benefit Payments

5.1 The Plan Sponsor shall notify Hartford Life in writing of each Participant, beneficiary, or alternate payee the Plan Sponsor has determined is entitled to receive benefit payments under the terms of the Plan. Such notice shall instruct as to the form of benefit payment. For purposes of this Section 5, the term Participant shall include beneficiaries and alternate payees as applicable.

5.2 Pursuant to any notice received at Section 5.1, Hartford Life shall issue benefit payments to each Participant from the Participant's Individual Account.

5.3 To the extent required by federal and state law, Hartford Life will calculate and withhold from each benefit payment federal and state income taxes. Hartford Life will report such withholding to the federal government and state government, with a copy to the Plan Sponsor. All income taxes, so withheld, will be remitted by Hartford Life to the appropriate federal and state tax authorities within the time prescribed by federal and state law.

5.4 Hartford Life shall furnish to each Participant who has received a benefit payment tax reporting form(s) in the manner and time prescribed by federal and state law. Each Participant remains solely responsible for any tax liability incurred as a result of such benefit payment.

6.0 Participant Loans

6.1 The Plan Administrator shall notify Hartford of each Participant the Plan Administrator has determined is entitled to receive a loan under the terms of the Plan and Investment Arrangement by such means or methods required by Hartford. Such notice shall include a copy of the loan agreement and promissory note.

6.2 Loan requests will be processed within one business day following receipt by Hartford and the distribution will be mailed within three business days following trade settlement. Hartford will prepare and send to the Plan Sponsor an amortization schedule for the loan based upon the data provided.

6.3 Loans from a Participant's Account will be accounted for separately and repayments of the loans will be allocated to the Participant's Account with principal and interest paid in accordance with the amortization schedule prepared in 6.2 or such other instruction filed with Hartford by the Plan Administrator. Loan repayments must be received in a single sum directly from the Plan Sponsor in good order (as defined in Section 4.1). In the event that a repayment is less than or exceeds the amount expected under the amortization schedule on file at Hartford Life, the payment will be applied to the next payment(s) due under such schedule without reamortization.

6.4 The Plan Administrator shall notify Hartford in writing of any Participant loan it considers to be in default. If Hartford processed and distributed such loan, Hartford will prepare and file the appropriate federal tax reporting form. The provisions of Section 5.4 shall also apply to tax reporting under this paragraph.

7.0 Financial Records

7.1 Hartford Life shall establish and maintain financial records for the purposes of this Agreement in accordance with generally accepted accounting practices and procedures which include:

- a) a record of all notifications from the Plan Sponsor concerning Participants who are to receive benefit payments per Section 5.0 of this Agreement;
- b) statements of gross benefit payments under Section 5.0 of this Agreement;
- c) statements of all federal and state income taxes withheld under Section 5.3 of this Agreement;
- d) records of all income tax withholding reports as filed with the federal government and state government(s) on behalf of the Plan Sponsor;
- e) records of all transactions within the Individual Accounts.

8.0 Individual Participant Reports

8.1 Hartford Life shall provide each Participant (beneficiary or alternate payee as applicable):

- a) with each benefit check, a statement of gross benefit payment made under Section 5.0 of this Agreement, including the amount of federal and state taxes withheld and the net amount paid;
- b) a confirmation of investment fund transfers, allocation changes, name and address changes within one (1) business day of such activity;
- c) a statement of accounts summarizing all financial activity for each calendar quarter within ten (10) business days of such quarter end. Participants shall be informed by Hartford Life that they must notify Hartford Life within thirty (30) days of receipt of the statement of account in order to report any errors to Hartford Life. Hartford Life will have no responsibility to report, or account for the accuracy of information applicable to periods prior to the effective date of this Agreement and the Investment Arrangement.

9.0 Plan Sponsor Reports

9.1 Hartford Life shall furnish to the Plan Sponsor:

- a) a monthly report containing a statement of each and every periodic benefit payment made under Section 5.0

of this Agreement which includes the amount of federal and state taxes withheld pursuant to Section 5.3;

- b) for each calendar quarter, a report including all contribution, investment, and benefit payment activity which occurred during the calendar quarter, as well as calendar quarter beginning and ending account values, including gains or losses for the calendar quarter;
- c) data or information to enable the Plan to determine assets and earnings in connection with requirements of the Government Accounting Standards Board to meet Comprehensive Annual Financial Report (CAFR) requirements.

9.2 If requested by the Plan Sponsor, Hartford Life will provide copies of reports previously provided to the Plan Sponsor. Hartford Life reserves the right to charge a fee for such copies.

9.3 If State Street Bank & Trust Company has been appointed by the Plan Sponsor as Trustee for the Plan, Hartford Life will report to the Trustee each calendar quarter the total value of the assets of the Plan held. In addition, the reports described in Section 8.1 are delivered by Hartford Life to the Plan Sponsor on behalf of the Trustee.

10.0 Other Services

10.1 Hartford Life shall prepare and mail to the Plan Sponsor topical updates regarding legislative and regulatory changes affecting the Plan. The Plan Sponsor agrees and acknowledges that such updates are informational only and do not constitute tax, legal, or investment advice.

10.2 Hartford Life shall assist in the completion of enrollment forms for eligible employees who elect to participate in the Plan. Hartford Life shall provide informational and promotional material regarding the Plan for distribution to employees. The Plan Sponsor agrees to allow and facilitate the periodic distribution of such material to employees.

10.3 Hartford Life shall conduct or arrange to have conducted group presentations to explain the Plan to employees. The Plan Sponsor agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. Hartford Life agrees that a sufficient number of qualified personnel shall be made available to discuss the Plan with individual Participants.

10.4 Hartford Life representatives shall provide, in a manner consistent with insurance and securities law, information to help each employee understand the various Investment Options approved by the Plan Sponsor.

10.5 Forms and materials required to maintain Participant and Plan level records for the Plan shall be provided at no additional cost to the Plan Sponsor.

10.6 All persons and companies authorized to offer investments under the Plan must be duly licensed by the applicable state and federal regulatory agencies. All Hartford Life personnel that have contact with employees, other than of a routine administrative nature, will have any necessary state insurance licenses and will be registered with the NASD, to the extent required by law, and will be trained, licensed, and supervised with respect to the conducting of their business activities hereunder.

10.7 Hartford Life shall assist each Participant in calculating his or her deferral limitation under applicable law, help to reconcile any account discrepancies, and provide information to explain the procedures of the Plan.

10.8 Upon request by any Participant in the Plan, a representative shall provide information about the various payout options available under the Plan, shall provide an annuity or installment payment illustration and shall help the Participant complete the necessary application and other forms in order to receive payment.

10.9 Unless the Plan Sponsor elects otherwise below or until notified in writing by the Plan Sponsor otherwise, Hartford Life will arrange to make available the services identified below. Hartford Life has made arrangements for Morningstar Associates, LLC to provide Morningstar® Guidance OnlineSM online investment guidance, research and educational services to Plan Participants. The Morningstar® Guidance OnlineSM service is accessed through a secure link on the HartfordOnline group retirement plan website. This online service provides the Plan and its Participants with access to research, education and asset allocation recommendations only; it does not provide recommendations of specific investment choices. Through this service, the Plan Sponsor will have access to participant usage statistics through the Morningstar® Guidance OnlineSM Sponsor Measurement Module. Morningstar Associates LLC is not affiliated with Hartford Life. To make this service available, Hartford Life will share with Morningstar Associates, LLC all necessary Plan and Plan Participant information on record at Hartford Life. If you do not want us to share information with Morningstar, you must elect below not to have the Morningstar® Guidance OnlineSM services made available to the Plan and its Participants. There is no fee for this service. However, Hartford Life reserves the right to charge a fee for making this service available by amending this Agreement. If so amended, continued access to Morningstar® Guidance OnlineSM will require the payment of any applicable fees. Hartford Life may discontinue making this service available at any time. The Plan Sponsor may discontinue access to this service at any time by written notice to Hartford Life.

☐ Do not make the Morningstar® Guidance OnlineSM services available to the Plan and its Participants.

11.0 Records Management

11.1 Except as otherwise provided herein, Hartford Life shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Investment Options, the Plan and all federal and state income taxes withheld for three years following the date of termination of this Agreement, or, if later, the time prescribed by federal law, but only with respect to those items to which the law applies. Hartford Life may retain such records and documents on microfilm, microfiche, optical storage, or any other process that accurately reproduces or forms a curable medium for reproducing the original. The Plan Sponsor has the right to make duplicate copies at Plan Sponsor's expense.

11.2 If an audit of the Plan has begun, but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three-year period, Hartford Life shall retain the records described in Section 10.1 until the audit findings are resolved.

11.3 If, for any reason, Hartford Life ceases operations prior to the expiration of the records retention period required by this section, all records described in Section 10.1 shall, upon request of the Plan Sponsor, be made available to the Plan Sponsor.

11.4 Upon reasonable written request and during normal business hours, Hartford Life shall allow the Plan Sponsor full and complete access to all records required to be retained by Hartford Life.

11.5 The Plan Sponsor shall have the right upon reasonable written notice, exercised directly or through its independent auditors, to examine and audit Hartford Life's records to determine Hartford Life's compliance with the terms and conditions herein.

11.6 The Plan Sponsor acknowledges that Hartford Life is not responsible for auditing Plan Sponsor records or data for the Plan.

12.0 Amendment

12.1 The Agreement may be amended by Hartford Life by providing 60 days written notice of the amendment to the Plan Sponsor. If the Plan Sponsor does not terminate this Agreement in the manner set forth in Section 13.0, the amendment shall be deemed accepted by the Plan Sponsor upon expiration of said notice.

13.0 Termination

13.1 This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination, upon 60 days written notice to the other party.

13.2 Within 90 days of termination of this Agreement, Hartford Life shall deliver to the Plan Sponsor any reports required by this Agreement which have not already been provided.

13.3 This Agreement is contingent upon the existence of an Investment Arrangement. If the Investment Arrangement is discontinued, this Agreement automatically terminates as of the date the Investment Arrangement is discontinued. Discontinuance of the Investment Arrangement will not affect any obligation of Hartford Life under Section 5.0 of this Agreement to Participants who have become entitled to payments under the Investment Arrangement and the Plan prior to such discontinuance.

14.0 General Provisions

14.1 The responsibility of Hartford Life is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make Hartford Life responsible for the Plan or Plan Trust or to confer responsibilities upon Hartford Life except for those expressly provided for in this Agreement. The Plan Sponsor agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by Hartford Life under this Agreement. The Plan Sponsor hereby acknowledges that Hartford Life does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

14.2 Hartford Life shall perform its obligations hereunder as agent for the Plan Sponsor and only in accordance with instructions received from those persons authorized to act on behalf of the Plan Sponsor as specified to Hartford Life in writing.

14.3 The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by the Plan Sponsor and that Hartford Life shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Hartford Life shall request is provided. Hartford Life shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Hartford Life by the Plan Sponsor was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Hartford Life reserves the right to charge additional fees. Hartford Life shall have no responsibility or liability for any error, inadequacy, or

omission which results from inaccurate information, data documents or other records provided to Hartford Life. The performance of obligations hereunder is subject to force majeure and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

14.4 Plan Sponsor hereby agrees that Hartford Life, its officers, employees, brokers, registered representatives, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and Participant information only to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes Hartford Life to disclose Plan and Participant information to the Plan's agent and/or broker of record on file with Hartford Life. Plan and Participant information may also be used or disclosed by Hartford Life to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Hartford Life retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the Investment Arrangement funding the Plan, or the Plan.

14.5 Where information needed to perform services under this Agreement is not received in good order, the Plan Sponsor authorizes Hartford Life to contact any employee at his or her home or business address to obtain additional information.

14.6 Hartford Life shall conduct an internal audit from time to time and shall promptly notify the Plan Sponsor of any material irregularities that would affect the operation of the Plan.

14.7 Unless otherwise agreed to in writing by the Plan Sponsor, neither Hartford Life nor its agents shall use information obtained under the Plan to directly or indirectly solicit Participants with respect to any Hartford Life product not a part of the Plan without the prior consent of the Plan Sponsor. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Hartford Life from solicitations undertaken in the ordinary course of Hartford Life's business using lists obtained from sources other than the Plan Sponsor.

14.8 The failure of the Plan Sponsor or Hartford Life at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the Plan Sponsor or Hartford Life thereafter to enforce each and every provision thereof.

14.9 Hartford Life may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of Plan Sponsor. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

14.10 Any notices provided for herein shall be in writing and shall be delivered personally, or sent by facsimile device, express delivery or registered or certified United States mail, postage prepaid, return receipt requested and shall be deemed to have been given when received by;

a) the Plan Sponsor Contact as referenced in Section 2.1 of this Agreement and/or to such other persons at such other addresses which the Plan Sponsor has designated in writing;

b) **Hartford Life:**
 Director, Service Center Operations
 Retirement Plan Solutions
 Hartford Life Insurance Company
 P.O. Box 2999
 Hartford, CT 06104-2999

14.11 Indemnification by the Plan Sponsor - The Plan Sponsor agrees to indemnify, defend and hold harmless Hartford Life, its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against Hartford Life or incurred by Hartford Life arising out of or in connection with any claim, action or suit brought or asserted against Hartford Life alleging or involving the Plan Sponsor's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement and/or the Plan; provided that (i) Hartford Life has notified the Plan Sponsor promptly and in writing of the claim, action or suit; (ii) the Plan Sponsor has the right to assume the defense of such claim, action or suit with counsel selected by the Plan Sponsor and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by Hartford Life without its prior written consent, which shall not be unreasonably withheld); and (iii) the Plan Sponsor receives Hartford Life's cooperation, at the Plan Sponsor's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

Indemnification by Hartford Life - Hartford Life agrees to indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, employees and agents from and against loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action or suit brought or asserted against the Plan Sponsor alleging or involving Hartford Life's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement; provided that (i) the Plan Sponsor has notified Hartford Life promptly and in writing of the claim, action or suit; (ii) Hartford Life has the right to assume the defense of such claim, action or suit with counsel selected by Hartford Life and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by the Plan Sponsor without its prior written consent, which shall not be

unreasonably withheld); and (iii) Hartford Life receives the Plan Sponsor's cooperation, at Hartford Life's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

14.12 Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages.

14.13 The laws of State of New York shall govern the rights and obligations of the parties under this Agreement.

14.14 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

14.15 Both the Plan Sponsor and Hartford Life agree to comply in all material respects with all applicable federal, state, and local laws and regulations as it affects the Plan and its operation. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court, or other authority having jurisdiction thereof.

14.16 Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

14.17 This Agreement and any written appendices, amendments and addenda hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

14.18 This Agreement shall be effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

15.0 Election of Services

15.1 In addition to the services rendered by Hartford Life pursuant to this Agreement, Hartford Life agrees to perform the following service for the Plan Sponsor (designation to be indicated by an "X" placed by the service):

Electronic Enrollment - The Plan Sponsor hereby elects to utilize the internet enrollment service ("e-enroll") with the following level of access (select one):

- ☐ **1. Only Eligible Employees** – Plan Sponsor will provide Hartford Life with a data file listing only employees eligible to participate.
- ☐ **2. All Employees** – Plan Sponsor will provide Hartford Life with a data file on all employees.
- ☐ **3. Any Individual** – Plan Sponsor will not provide Hartford Life with employee information.

The Plan Sponsor understands that e-enroll is subject further to the provisions of Section 3.3. The Plan Sponsor further understands that a personal identification number is not required and that access to e-enroll is available to any individual who enters the Group Number assigned to its plan by Hartford Life and, where the Plan Sponsor elects 1 or 2 above, who enters a valid Social Security Number on file with Hartford Life. Since there is no unique personal identification number, the Plan Sponsor understands that it is possible that enrollment requests could be made by individuals other than the employees on the data file. The Plan Sponsor acknowledges and agrees that Hartford Life is not responsible for and does not make determinations as to whether an employee is eligible to

participate in the Plan, nor when contributions are to begin under the Plan.

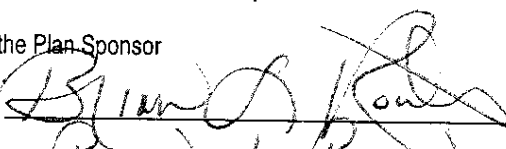
16.0 Frequent Trading

Plan Sponsor acknowledges the following: The underlying funds, available as Investment Options under the Plan, are not intended as vehicles for short-term trading. Excessive exchange activity may interfere with portfolio management and may have an adverse effect on all shareholders. The underlying funds expressly reserve the right to curtail such short-term trading activity. These policies can be found in the underlying fund prospectuses.

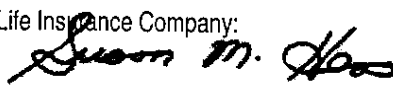
Notwithstanding anything in the Agreement to the contrary, to the extent permitted by the Plan, Plan Participants may transfer amounts in their Participant Accounts between or among the investment options available in your Plan, subject to our policies and procedures, and the policies and procedures of the underlying funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

For the Plan Sponsor

By:  Date: 19 Jan 2008
Name: BRIAN L. ROULIN Title: DIRECTOR OF FINANCE

For Hartford Life Insurance Company:

By:  Date: January 17, 2008
Name: Susan M. Hess Title: Vice President

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

Addition of Hardship Withdrawal Review and Process Services Administrative Guidelines

THIS AMENDMENT is made a part of the Administrative Services Agreement (“**Agreement**”) between Hartford Life Insurance Company, a Connecticut corporation (“**Hartford Life**”) and the City of Rochester New York Bureau of Employee Relations (“**Plan Sponsor**”) and is hereby amended, pursuant to such Agreement, to provide the following:

With respect to the administrative services provided by Hartford Life in connection with Unforeseeable Emergency Withdrawal Requests (hereinafter referred to as “**Hardship Withdrawal Requests**”) submitted by Participants in the Plan Sponsor’s 457(b) Eligible Deferred Compensation Plan, the Plan Sponsor and Hartford Life agree as follows:

- 1.1 Plan Sponsor authorizes Hartford Life to review and process Participant Hardship Withdrawal Requests determined to be in Good Order as set forth in Section 2.1 of this Amendment.
- 1.2 Plan Sponsor shall retain the final authority as to the determination of Good Order with respect to all Hardship Withdrawal Requests.
- 1.3 Hartford Life shall provide all necessary paperwork within a standardized Hardship Withdrawal Request package to Participants. Such materials shall also be made available to the Plan Sponsor upon request.
- 1.4 Hardship Withdrawal Requests must be submitted to Hartford Life on a prescribed request form provided by Hartford Life as part of the standardized Hardship Withdrawal Request package. Such form shall be forwarded directly to Hartford Life’s Home Office in Simsbury, Connecticut.
- 1.5 Hartford Life shall review all Hardship Withdrawal Requests made by Participants to determine whether such requests are in Good Order as set forth in Section 2.1 of this Amendment. Hartford Life shall perform such review, reach a determination and advise the Participant of its determination within five (5) business days of receipt of a completed Hardship Withdrawal Request package.
- 1.6 After reviewing each Hardship Withdrawal Request, Hartford Life shall:
 - a) process payment where the Participant’s Hardship Withdrawal Request is determined to be in Good Order as set forth in Section 2.1 of this Amendment; or
 - b) not make payment where the Participant’s Hardship Withdrawal request is not in Good Order as set forth in Section 2.1 of this Amendment. Written notification shall be sent to the Participant.
 - c) Hartford Life will provide Plan Sponsor with a quarterly report outlining hardship related activity for the preceding quarter.

2.1 Plan Sponsor authorizes and directs Hartford Life to process Hardship Withdrawal Requests found to be in Good Order. Good Order shall be found where the Unforeseeable Emergency creates a severe financial hardship to the Participant and falls within the circumstances listed below. If the Hardship Withdrawal Request is not in Good Order, it shall not be processed.

- a) The circumstances that will constitute an Unforeseeable Emergency will depend upon the facts of each case. However, the Unforeseeable Emergency must be the result of:
 - 1) a sudden and unexpected illness or accident of the Participant, the Participant's Spouse, the Participant's Beneficiary, or the Participant's Dependent, in accordance with Code Section 152 and the regulations promulgated hereunder;
 - 2) loss of the Participant's property due to casualty;
 - 3) funeral expenses of a Spouse or of a Dependent or a Beneficiary of the Participant;
 - 4) medical expenses of a Participant or a Dependent or a Beneficiary of the Participant; which is not reimbursed or compensated by insurance or otherwise;
 - 5) imminent foreclosure or eviction from the Participant's primary residence; or
 - 6) any other event listed in an addendum attached to this Amendment.
- b) The Unforeseeable Emergency must not be the result of:
 - 1) payment of an elective medical or dental procedure;
 - 2) payment of educational expenses;
 - 3) purchase of a home or automobile;
 - 4) automobile or home repair;
 - 5) litigation expenses;
 - 6) payment for marriage costs;
 - 7) payment for divorce, divorce settlement or child support;
 - 8) payment for costs related to bankruptcy (except when bankruptcy is a direct result of an unforeseeable illness or casualty);
 - 9) payment of bills that the Participant knowingly incurred, but cannot pay such as loans, large credit card debt, vehicle or house payments, even if needed to prevent repossession (except when payment cannot be made as a direct result of an unforeseeable illness, accident or loss of property due to casualty);
 - 10) to refinance debt;
 - 11) payment of any expenses related to grandchildren unless such children are claimed as a dependent on most recent tax return;
 - 12) to cover a loss not covered by insurance because of failure to retain insurance coverage;
 - 13) payment of funeral expenses of anyone not claimed as a dependent on most recent tax return;

- 14) payment of income tax, property tax back taxes or fines associated with back taxes; or
 - 15) any other event listed in an addendum attached to this Amendment.
- c) The Unforeseeable Emergency does not create a severe financial hardship to the Participant to the extent that any such hardship is or may be relieved:
- 1) through reimbursement or compensation by insurance or otherwise;
 - 2) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship;
 - 3) by cessation of deferrals under the plan if required by the plan document;
 - 4) if the Participant qualifies for a commercial bank loan, where required by the Plan;
 - 5) if the cessation of deferrals would alleviate the financial need; or
 - 6) by any other circumstances listed in an addendum attached to this Amendment.

The amount of the payment pursuant to an Unforeseeable Emergency shall be permitted only to the extent reasonably needed to satisfy the emergency.

- 3.1 Plan Sponsor reserves the right to review all Hardship Withdrawal Requests made by Participants to determine whether such requests are in Good Order as set forth in this Amendment. If the Plan Sponsor, in its sole discretion, makes such determination, the Plan Sponsor must provide written documentation indicating that it has reviewed and approved the Participant request and provide direction to Hartford Life to process the withdrawal.

The terms of the Agreement shall apply except as otherwise provided by the terms of this Amendment. This Amendment is made a part of the Agreement effective upon its execution by both parties. This Amendment shall remain in force until terminated by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed.

For the Plan Sponsor:

By: Brian L. Roulin Date: 02/11/2008

Name: Brian L. Roulin Title: Chairman, Deferred Compensation Committee

Hartford Life Insurance Company:

By: Kathleen C. Ciullo Date: 02/07/2008
Name: Kathleen C. Ciullo Title: Vice President

**Amendment to
Administrative Services Agreement**

WITNESSETH

WHEREAS, Hartford Life Insurance Company, a Connecticut corporation (hereinafter referred to as "**Hartford Life**") entered into an Administrative Services Agreement (hereinafter referred to as the "**Agreement**") with the City of Rochester New York Bureau of Employee Relations (hereinafter referred to as the "**Plan Sponsor**") to provide administrative services for the City of Rochester New York Bureau of Employee Relations Deferred Compensation Plan (hereinafter referred to as the "**Plan**");

WHEREAS, Hartford Life and the Plan Sponsor desire and agree to amend the Agreement;

NOW THEREFORE, the Agreement is hereby amended as set forth herein. This Amendment is attached to and made a part of the Agreement effective immediately upon execution by both parties. The terms of the Agreement shall apply herein except as may be otherwise provided by the terms of this Agreement.

Exhibit A is hereby deleted in its entirety and replaced with the following:

"Administrative Services Agreement

**Exhibit A
Plan Expense Reimbursement**

Program and Administrative Expenses – Hartford Life shall reimburse the Plan Sponsor for reasonable fees and expenses incurred by the Plan Sponsor in the annual audit of its 457 deferred compensation plan, the total of such reimbursement shall not exceed \$20,000 annually for the term of this Agreement. Remittance shall be made to the Plan Sponsor or as directed by the Plan Sponsor, be made directly to the consultant hired by the Plan Sponsor to assist the Plan Sponsor in the audit of the Plan."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

For the Plan Sponsor:

By:  Date: November 29, 2005

Name: Vincent J. Carfagna Title: Deferred Compensation Committee
Chairperson

Hartford Life Insurance Company:

By:  Date: 1/18/06

Name: Jeffrey Wirth Title:

**Jeffrey Wirth, Vice President
Investment Products Division**

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT
PARTICIPANT LOANS

WHEREAS, Hartford Life Insurance Company (hereinafter "**Hartford Life**") entered into an Administrative Services Agreement (hereinafter "**Agreement**") effective November 23, 2004, with the City of Rochester, New York, ("**Plan Sponsor**") to provide certain nondiscretionary recordkeeping, reporting and processing services to the City of Rochester Plan (the "**Plan**") on behalf of the Plan Sponsor; and

WHEREAS, Hartford Life and the Plan Sponsor desire and agree to amend the Agreement;

NOW THEREFORE, the Agreement is hereby amended as set forth herein. This Amendment is attached to and made a part of the Agreement effective immediately upon execution by both parties. The terms of the Agreement shall apply herein except as may be otherwise provided by the terms of this Amendment.

A new Section 5.5 is hereby made a part of the Agreement as follows:

"5.5 Participant Loans - The Plan Sponsor shall notify Hartford Life in writing of each Participant the Plan Sponsor has determined is entitled to receive a loan under the terms of the Plan. Loan requests will be processed within one business day following receipt by Hartford Life. The loan agreement and promissory note (see attached specimen documents) outlining the terms of the loan will be mailed with the distribution by Hartford Life within three business days following trade settlement. Loans from a Participant's Account will be accounted for separately and repayments of the loans will be allocated to the Participant's Account in accordance with the instructions filed with Hartford Life by the Plan Sponsor. Hartford Life will provide the Plan Sponsor a listing of Participant loans that are in arrears. The Plan Sponsor shall notify Hartford Life in writing of any Participant loan it considers to be in default. For loans in default, where Hartford Life processed and distributed such loan, Hartford Life will prepare and file the appropriate federal tax reporting form. The provisions of Section 5.4 shall also apply to tax reporting under this paragraph."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed.

For the Plan Sponsor:

By: 

Date: 11/24/04

Name: VINCENT J. CARFAGNA

Title: COMMITTEE CHAIR

For Hartford Life Insurance Company:

By: 

Date: 12/6/04

Gary A. Hogard, Assistant Vice-President
Investment Products Division

**Amendment to
Administrative Services Agreement**

W I T N E S S E T H

WHEREAS, Hartford Life Insurance Company (hereinafter referred to as "**Hartford Life**") entered into an Administrative Services Agreement (hereinafter referred to as the "**Agreement**") with the City of Rochester New York Bureau of Employee Relations (hereinafter referred to as the "**Plan Sponsor**") to provide administrative services for the City of Rochester New York Bureau of Employee Relations OBRA Plan (hereinafter referred to as the "**Plan**");

WHEREAS, Hartford Life and the Plan Sponsor desire and agree to amend the Agreement;

NOW THEREFORE, the Agreement is hereby amended as set forth herein. This Amendment is attached to and made a part of the Agreement effective immediately upon execution by both parties. The terms of the Agreement shall apply herein except as may be otherwise provided by the terms of this Agreement.

The Agreement is amended by the addition of the following Exhibit:

"Administrative Services Agreement"

**Exhibit A
Plan Expense Reimbursement**

Program and Administrative Expenses – Hartford Life shall reimburse the Plan Sponsor for reasonable fees and expenses incurred by the Plan Sponsor in the annual audit of its 457 deferred compensation plan. Remittance shall be made annually to the Plan Sponsor or as directed by the Plan Sponsor, be made payable to the consultant hired by the Plan Sponsor to assist the Plan Sponsor in the audit of the Plan."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

For the Plan Sponsor:

By: 

Date: 3-9-04

Title: Director of Finance

Hartford Life Insurance Company:

By: 

Date: 3-15-04

Susan Hess, Vice-President and Director
Investment Products Division

**Amendment to
Administrative Services Agreement**

WITNESSETH

WHEREAS, Hartford Life Insurance Company, a Connecticut corporation (hereinafter referred to as "**Hartford Life**") entered into an Administrative Services Agreement (hereinafter referred to as the "**Agreement**") effective January 1, 2012, with City of Rochester (hereinafter referred to as the "**Plan Sponsor**") to provide administrative services for the Deferred Compensation Plan for Employees of the City of Rochester (hereinafter referred to as the "**Plan**");

WHEREAS, Hartford Life and the Plan Sponsor desire and agree to amend the Agreement;

NOW THEREFORE, effective June 21, 2012, the Agreement is hereby amended as set forth herein. The terms of the Agreement shall apply herein except as may be otherwise provided by the terms of this Amendment.

A new Section 5.6 is hereby made a part of the Agreement as follows:

"5.6 Notwithstanding the above, without further instructions from the Plan Sponsor, Hartford Life may process rollover contribution requests as directed by employees. The benefit requests submitted to Hartford Life must be in "good order". Good order means that the information is submitted in a format mutually agreed upon by both Hartford Life and the Plan Sponsor and contains all data necessary to process the requested transaction. The Plan Sponsor acknowledges that Hartford Life will not make a determination as to whether or not a rollover contribution qualifies as a distribution within the meaning of §402(f)(2)(A)."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed.

For the Plan Sponsor:

By: Brian L. Roulin Date: 11 Sep 2012
Name: Brian L. Roulin Title: DIRECTOR OF FINANCE
CITY OF ROCHESTER

Hartford Life Insurance Company:

Michelle Buswell
By: _____ Date: June 21, 2012
Name: Michelle Buswell Title: Vice President

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

Addition of QDRO Determination Review and Process Service Administrative Guidelines

THIS AMENDMENT is made a part of the Administrative Services Agreement (“**Agreement**”) between Hartford Life Insurance Company, a Connecticut corporation (“**Hartford**”) and the City of Rochester New York (“**Plan Sponsor**”) for the **Deferred Compensation Plan for Employees of City of Rochester (“Plan)** and is hereby amended, pursuant to such Agreement, to provide the following:

With respect to the administrative services provided by Hartford, as the exclusive provider of the Plan, in connection with requests to review and process a Domestic Relations Order (“**DRO**”) in determining whether or not a DRO is a Qualified Domestic Relations Order (“**QDRO**”) pursuant to the Plan’s current adopted QDRO Procedure, attached hereto as Exhibit A, the Plan Sponsor and Hartford agree as follows:

1. Plan Sponsor authorizes Hartford to (i) review all DROs determined to be in Good Order for a QDRO determination according to the processes and procedures described in the Plan’s QDRO Procedure and (ii) further process those determined to be QDROs.
2. Plan Sponsor shall retain the final authority as to a QDRO determination with respect to all DROs and shall provide instructions to Hartford regarding the administrative processing of any circumstance or issue not specifically addressed herein or in the Plan’s QDRO Procedure that have been adopted by the Plan.
3. Hartford will conduct a review of correspondence pertaining to a DRO for an in Good Order determination as set forth in this Amendment and reach a determination of such in Good Order within five (5) business days of receipt of such correspondence.
4. Hartford will respond to all telephone calls relative to the discovery process in a DRO and all correspondence pertaining to a DRO including but not limited to: subpoenas, joinders, restraining orders, requests for benefits and plan information, a draft or proposed DRO, or executed DRO.
 - (a) Upon receipt of an in Good Order DRO, or written or verbal communication to the extent required by the Plan’s QDRO Procedure, Hartford will place appropriate DRO related restrictions on a Participant’s plan account.
 - (i) Such restrictions will prevent and suspend the following distribution transactions: full or partial withdrawals, installment payments, required minimum distributions and, if applicable, participant plan loans. Such restrictions will not prevent investment changes or transactions otherwise permitted by the Plan such as inter-fund transfers (including

dollar cost averaging), allocation changes, contributions, rollovers and transfers into the account.

(ii) Such restrictions on a Participant's plan account will remain until such time a QDRO determination is made and further processed as described herein or the Plan Sponsor authorizes removal of such restrictions.

(iii) If a QDRO determination is made and further processed as described herein or the Plan Sponsor authorizes removal of such restrictions the Participant must request or restart any suspended distribution transactions and, if applicable, participant plan loans affected by the restrictions.

(b) Hartford will notify in writing the Plan Sponsor, Participant, Alternate Payee (or the Alternate Payee's designee) or their respective legal representatives for which (i) correspondence relative to a DRO was received, that appropriate DRO related restrictions have been placed on the Participant's plan account, and (ii) for which Hartford has sufficient contact information. Such notification will describe the process for a QDRO determination and include a copy of the Plan's QDRO Procedure. **Hartford will not include in these notifications a copy of any correspondence it has received regarding the DRO.**

(c) Hartford shall provide to any requesting party to the DRO or representative thereof, as specified in the Plan's QDRO Procedure, information available in its recordkeeping systems regarding plan, plan benefits and Participants' actual benefit entitlements as early as practicable.

(d) Hartford will not provide any requesting party with a model/sample DRO. Hartford will direct any requesting party for a model/sample DRO to the Plan Sponsor who in its sole discretion may provide.

5. Hartford will conduct a further review of an in Good Order DRO for a QDRO determination as set forth in this Amendment. Hartford will reach a QDRO determination and notify in writing the Plan Sponsor, Participant, Alternate Payee (or Alternate Payee's designee) or their respective legal representatives of its determination within ten (10) business days of the date the DRO is determined in Good Order.

6. Except as otherwise stated in this Amendment Hartford will conduct a review to determine if a DRO is in Good Order. An in Good Order DRO must:

a) be a judgment, decree, or order relating to the provision of child support, alimony payments or marital property rights of a spouse, former spouse, child, or other dependant of the participant, and which is made pursuant to State domestic relations law and signed by the court or other body granted authority. Additionally, a child support income withholding notice issued by a

state agency, pursuant to §466(a) of the Social Security Act (i.e., State Child Support Enforcement (CSE) IV-D program) is considered an order,

- b) indicate a case caption, case number and court for the case. It must also be certified by stamp or signature by the clerk of courts of the county or circuit from which it is received,
- c) be dated on or after January 1, 1985,
- d) be signed by a judge or referee, participant, alternate payee and (if applicable) respective counsels, (if the participant or alternate payee(s) represent themselves without the aid of legal counsel, counsel signature is not needed, however, documentation such as the pro se motion court filing must be included),
- e) clearly identify the Plan to which the order applies and affected Participant,
- f) provides the name and last known address of the Participant and all Alternate Payee's.
- g) where the DRO valuation date is before the Hartford Contract date, Plan Sponsor will provide Hartford with the Participant's vested account balance as of the valuation date and, if required by the DRO, gains/losses from the valuation date until the Hartford Contract date.

7. Determination of an in Good Order DRO shall be completed within five (5) business days of receipt of correspondence pertaining to a DRO.

- a) Except as otherwise stated in this Amendment if a DRO is determined Not in Good Order Hartford will take no further action until a DRO is received that may be determined in Good Order.
- b) If a DRO is determined in Good Order Hartford will conduct a further review for the Plan's QDRO determination according to the processes and procedures described in the Plan's QDRO Procedure.

8. A further review of an in Good Order DRO for a QDRO determination shall be completed within ten (10) business days and will be pursuant to the processes and procedures described in the Plan's QDRO Procedure.

- a) If a DRO is determined Not to be a QDRO, notification in writing will be sent to the Plan Sponsor, Participant, Alternate Payee (or the Alternate Payee's designee) or their respective legal representatives of its determination which will include the reason(s) for such determination. Except as otherwise stated this Amendment Hartford will take no further action until a DRO is received that may be determined a QDRO.

b) If a DRO is determined to be a QDRO, notification in writing will be sent to the Plan Sponsor, Participant, Alternate Payee or their respective legal representatives of its determination. Hartford will further process the QDRO as follows:

- i. An account for each Alternate Payee named under the QDRO shall be established under the Plan to hold the QDRO assignment amount until the Alternate Payee requests a distribution. **In connection with the establishment of the Alternate Payee's account, Plan Sponsor will deliver any disclosure notices as required by law.**

Hartford requires the social security number of each Alternate Payee named in the DRO before an account can be established under the Plan.

- ii. Unless contrary instructions are provided in the QDRO, the Alternate Payee's QDRO assignment amount shall be segregated from the Participant's current vested account balance on a pro rata basis from all contribution sources in the Participant's account and separately accounted for in the established account for the Alternate Payee and will reflect the current investment elections maintained in the Participant's account. No part of any outstanding liabilities, such as plan loans, however, will be apportioned to the segregated account of the Alternate Payee.
- iii. If specified in the QDRO, amounts assigned to the Alternate Payee shall be appropriately adjusted for gains or losses from the QDRO valuation date to the segregation date. Gains/losses will be determined by adjusting the amount assigned to include a pro-rata share of gain/loss from the valuation date, to the date of payment or segregation as follows: the pro-rata share is to be determined by multiplying the gain/loss by a fraction in which the numerator is the amount assigned to the Alternate Payee on the valuation date and the denominator is the total account balance as of the valuation date, plus any contributions made to the Participant's account and minus distributions from such date to the date of segregation.
- iv. Restrictions placed on the Participant's plan account to prevent withdrawals or, if applicable, participant plan loans on the account prior to a QDRO determination will be removed. The Participant must request or restart any suspended withdrawal transactions and if applicable, participant plan loans affected by the restrictions.
- v. Upon establishment of the account for the Alternate Payee Hartford will mail to the Alternate Payee a Personal Identification Number (PIN) for online access to the account and provide appropriate

form(s) for immediate or deferred payment. Hartford will distribute an Alternate Payee's payment request upon approval of the Plan Sponsor.

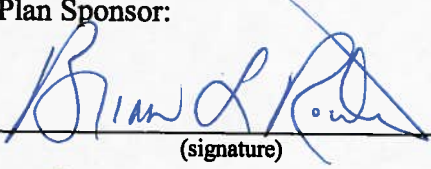
9. Hartford will accept a draft or proposed DRO for the purpose of confirming that the draft or proposed DRO is sufficient in its form and content for a QDRO determination pursuant to the processes and procedures described in the Plan's QDRO Procedure.
 - a) A draft or proposed DRO must be a document intended to be a Domestic Relations Order or Qualified Domestic Relations Order in its form and content. **Documents such as divorce decrees, property settlements or other judgments, decrees or orders will not be accepted.**
 - b) Except as otherwise stated in this Amendment Hartford will not take action on a draft or proposed DRO until a DRO determined in Good Order as set forth in this Amendment has been received.
 - c) Upon confirming that the draft or proposed DRO is sufficient in its form and content for a QDRO determination Hartford will provide such confirmation in writing to the Plan Sponsor, Participant, Alternate Payee (or Alternate Payee's designee) or their respective legal representatives.
10. If, following the determination of a DRO not in Good Order or not to be a QDRO under this Amendment and the Plan's QDRO Procedure, Hartford receives either a modified DRO or a request for a second review with respect to the original DRO along with supporting information or comments, such modification or request for a second review shall be treated as the receipt of a new DRO to be reviewed under this Amendment and the Plan's QDRO Procedure.
11. Plan Sponsor reserves the right to review all DROs to determine whether such DRO is a QDRO as set forth in this Amendment and the Plan's QDRO Procedure. If the Plan Sponsor, in its sole discretion, makes such determination, the Plan Sponsor must provide written direction to Hartford to process the QDRO.
12. Hartford reserves the right to charge reasonable fees for this service.

Plan Sponsor hereby instructs Hartford to rely on the Plan's QDRO Procedure provided by the Plan Sponsor for a QDRO determination. The Plan Sponsor agrees to indemnify and hold harmless Hartford Life Insurance Company from and against any loss, liability, cost, or expense (including, without limitation, attorneys' fees and expenses) that it may incur or sustain, or discover they have incurred or sustained, by reason of any claim, regulatory proceeding or litigation arising from this direction and any services provided in connection with any QDRO determination made in good faith in reasonable reliance on the Plan's QDRO Procedure.

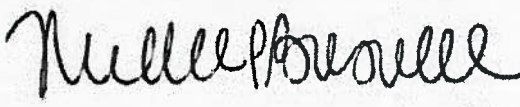
The terms of the Agreement shall apply except as otherwise provided by the terms of this Amendment. This Amendment is made a part of the Agreement effective upon its execution by both parties. This Amendment shall remain in force until terminated by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed.

For the Plan Sponsor:

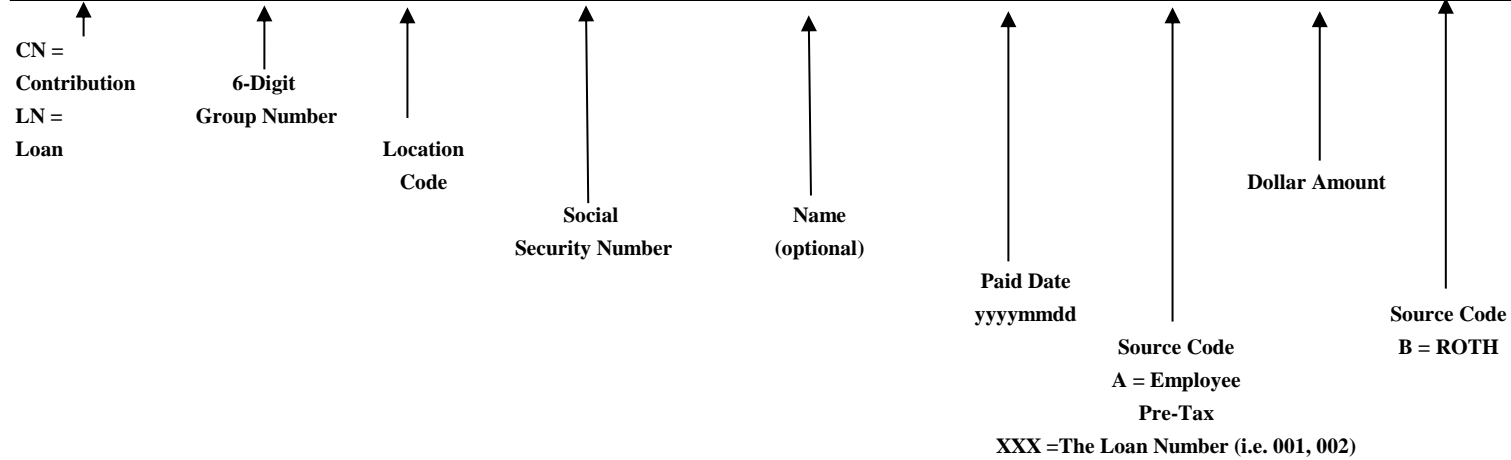
By:  Date: 19 Oct 2013
(signature)
Name: Brian L. Rubin Title: Chairman

Hartford Life Insurance Company:


By: _____ Date: _____
(signature)
Name: Michelle L. Buswell Title: Vice President

Contribution File Sample

CN	035000	0000	XXX-XX-XXXX	Adams, Jon	20161231	A	0.00	B
CN	035000	0000	XXX-XX-XXXX	Brown, Tom	20161231	A	0.00	B
CN	035000	0000	XXX-XX-XXXX	Doe, Jane	20161231	A	0.00	B
CN	035000	0000	XXX-XX-XXXX	Jones, Joan	20161231	A	0.00	B
LN	035000	0000	XXX-XX-XXXX	Adams, Jon	20161231	XXX	0.00	XXX
LN	035000	0000	XXX-XX-XXXX	Brown, Tom	20161231	XXX	0.00	XXX
LN	035000	0000	XXX-XX-XXXX	Smith, John	20161231	XXX	0.00	XXX



The date must be in the format of yyyyymmdd. Only one payroll date per file.
Do not include any extra data before or after the contribution information.

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

Page 1 of 11

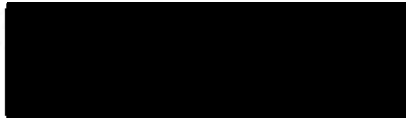
OCTOBER 1, 2016 - DECEMBER 31, 2016



FOR QUESTIONS ABOUT YOUR STATEMENT AND ANY TRANSACTIONS, PLEASE CALL: **1-800-528-9009**

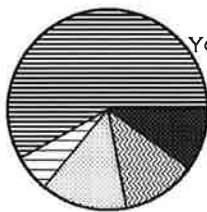
Call Us! Contact our Customer Service Center at the number listed above Monday through Friday 8:00 am - 8:00 pm ET.
Write Us! MassMutual Retirement Services, P.O. Box 1583, Hartford, CT 06144-1583. Be sure to include the plan's group number in your correspondence.
<http://www.massmutual.com/govnp>

Connect with Us! Through our website at



GROUP NUMBER: 0030000

	PERIOD SUMMARY	HISTORICAL SUMMARY
BEGINNING BALANCE	October 1, 2016 to December 31, 2016	Since Established May 21, 2002
CONTRIBUTIONS	\$118,084.95	
NET LOAN ACTIVITY	\$0.00	\$65,512.28
NET WITHDRAWALS	\$888.68	
PLAN AND CONTRACT FEES*	\$0.00	\$0.00
CHANGE IN VALUE	\$0.00	
ENDING BALANCE 12/31/2016	\$3,069.84	
	\$122,043.47	



YOUR ACCOUNT BY INVESTMENT CATEGORY AS OF DECEMBER 31, 2016

- 10% SPECIALTY
- 12% INTERNATIONAL/GLOBAL
- 14% SMALL CAP
- 6% MID CAP
- 58% LARGE CAP

* Plan and Contract Fees may include items such as an annual maintenance fee, per participant charge, deferred sales charge and other charges authorized by your plan. Other charges may be deducted from your account and may or may not be reflected here, including charges assessed under the contract, its separate accounts or by the underlying funds. For a complete description of all charges that may apply, refer to the prospectus or disclosure materials, whichever is applicable, for your retirement program and its related contract. Additional plan expenses and other expenses other than those described above such as Third Party Administrator fees, are deducted and paid as directed by your Plan Administrator, if applicable. This statement reflects transactions received by the company prior to the period ending date. Additional transactions may be in transit and will be reflected in your next statement.

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

Page 2 of 11

OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

YOUR ACCOUNT

		BEGINNING OCTOBER 1, 2016			ENDING DECEMBER 31, 2016		
	Future Inv. Elections	Units/ Shares	Price	Balance	Units/ Shares	Price	Balance
Employee							
Oppen Real Estate	10%	262.2977	\$47.096820	\$12,353.39	264.3129	\$45.263534	\$11,963.74
Htfd Int Opps HLS	10%	1,816.9900	\$4.103914	\$7,456.77	1,839.4138	\$4.010318	\$7,376.63
MFS Intl New Disc	10%	153.1458	\$53.196632	\$8,146.84	154.8880	\$50.226561	\$7,779.49
Invesco SC Growth	5%	731.5418	\$10.804631	\$7,904.04	735.7217	\$11.125692	\$8,185.41
AmCent SC Value	5%	274.1433	\$28.879298	\$7,917.07	275.6723	\$32.865969	\$9,060.24
Nuveen Mid Cap Ind	10%	407.6496	\$17.815216	\$7,262.37	412.6703	\$19.119668	\$7,890.12
Fidelity OTC	15%	501.3016	\$43.359761	\$21,736.32	504.4433	\$42.808828	\$21,594.63
JPM US Equity	20%	1,442.0391	\$18.435340	\$26,584.48	1,451.6544	\$19.352356	\$28,092.93
RdgWr Crdx LC Val Eq	15%	1,120.1482	\$16.715353	\$18,723.67	1,128.1141	\$17.817594	\$20,100.28
Total				\$118,084.95			\$122,043.47
Roth Contrib							
Oppen Real Estate	10%	0.0000	\$47.096820	\$0.00	0.0000	\$45.263534	\$0.00
Htfd Int Opps HLS	10%	0.0000	\$4.103914	\$0.00	0.0000	\$4.010318	\$0.00
MFS Intl New Disc	10%	0.0000	\$53.196632	\$0.00	0.0000	\$50.226561	\$0.00
Invesco SC Growth	5%	0.0000	\$10.804631	\$0.00	0.0000	\$11.125692	\$0.00
AmCent SC Value	5%	0.0000	\$28.879298	\$0.00	0.0000	\$32.865969	\$0.00
Nuveen Mid Cap Ind	10%	0.0000	\$17.815216	\$0.00	0.0000	\$19.119668	\$0.00
Fidelity OTC	15%	0.0000	\$43.359761	\$0.00	0.0000	\$42.808828	\$0.00
JPM US Equity	20%	0.0000	\$18.435340	\$0.00	0.0000	\$19.352356	\$0.00
RdgWr Crdx LC Val Eq	15%	0.0000	\$16.715353	\$0.00	0.0000	\$17.817594	\$0.00
Total				\$0.00			\$0.00
Roth Rollovr							
Oppen Real Estate	10%	0.0000	\$47.096820	\$0.00	0.0000	\$45.263534	\$0.00
Htfd Int Opps HLS	10%	0.0000	\$4.103914	\$0.00	0.0000	\$4.010318	\$0.00
MFS Intl New Disc	10%	0.0000	\$53.196632	\$0.00	0.0000	\$50.226561	\$0.00
Invesco SC Growth	5%	0.0000	\$10.804631	\$0.00	0.0000	\$11.125692	\$0.00
AmCent SC Value	5%	0.0000	\$28.879298	\$0.00	0.0000	\$32.865969	\$0.00
Nuveen Mid Cap Ind	10%	0.0000	\$17.815216	\$0.00	0.0000	\$19.119668	\$0.00
Fidelity OTC	15%	0.0000	\$43.359761	\$0.00	0.0000	\$42.808828	\$0.00
JPM US Equity	20%	0.0000	\$18.435340	\$0.00	0.0000	\$19.352356	\$0.00
RdgWr Crdx LC Val Eq	15%	0.0000	\$16.715353	\$0.00	0.0000	\$17.817594	\$0.00
Total				\$0.00			\$0.00
Account Total				\$118,084.95			\$122,043.47

Your Account This section highlights your future investment elections and any assets you had in these investment choices at the beginning and the end of the quarter. Plus, you'll also see the number of units/shares and price at the beginning and end of the quarter for investment choices in which you had a balance.

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

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OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

YOUR PERSONALIZED RATE OF RETURN

THIS PERIOD	YTD	1 YEAR	3 YEAR	5 YEAR
2.57%	9.69%	9.69%	22.71%	82.71%

Your Personalized Rate of Return is calculated with a formula widely used by financial analysts. It reflects the results of your investment selections as well as any contributions, disbursements, transfers and loan transaction made during the statement calendar quarter and year-to-date. This method assumes a constant rate of return and weighs each cash flow by the amount of time it is held. **PAST PERFORMANCE CAN NOT GUARANTEE FUTURE RESULTS.**

INVESTMENT ACTIVITY

	Beginning Balance October 1, 2016	Additions	Subtractions	Change In Value	Ending Balance December 31, 2016
Oppen Real Estate	\$12,353.39	\$88.88	\$0.00	\$478.53(-)	\$11,963.74
Htfd Int Opps HLS	\$7,456.77	\$88.88	\$0.00	\$169.02(-)	\$7,376.63
MFS Intl New Disc	\$8,146.84	\$88.86	\$0.00	\$456.21(-)	\$7,779.49
Invesco SC Growth	\$7,904.04	\$44.43	\$0.00	\$236.94	\$8,185.41
AmCent SC Value	\$7,917.07	\$44.44	\$0.00	\$1,098.73	\$9,060.24
Nuveen Mid Cap Ind	\$7,262.37	\$88.86	\$0.00	\$538.89	\$7,890.12
Fidelity OTC	\$21,736.32	\$133.30	\$0.00	\$274.99(-)	\$21,594.63
JPM US Equity	\$26,584.48	\$177.73	\$0.00	\$1,330.72	\$28,092.93
RdgWr Crdx LC Val Eq	\$18,723.67	\$133.30	\$0.00	\$1,243.31	\$20,100.28
Account Total	\$118,084.95	\$888.68	\$0.00	\$3,069.84	\$122,043.47

Investment Activity This section highlights the activity by investment option for your account.

ACCOUNT ACTIVITY

	Beginning Balance October 1, 2016	Additions	Subtractions	Change In Value	Ending Balance December 31, 2016
Employee					
Oppen Real Estate	\$12,353.39	\$88.88	\$0.00	\$478.53(-)	\$11,963.74
Htfd Int Opps HLS	\$7,456.77	\$88.88	\$0.00	\$169.02(-)	\$7,376.63
MFS Intl New Disc	\$8,146.84	\$88.86	\$0.00	\$456.21(-)	\$7,779.49
Invesco SC Growth	\$7,904.04	\$44.43	\$0.00	\$236.94	\$8,185.41
AmCent SC Value	\$7,917.07	\$44.44	\$0.00	\$1,098.73	\$9,060.24
Nuveen Mid Cap Ind	\$7,262.37	\$88.86	\$0.00	\$538.89	\$7,890.12
Fidelity OTC	\$21,736.32	\$133.30	\$0.00	\$274.99(-)	\$21,594.63
JPM US Equity	\$26,584.48	\$177.73	\$0.00	\$1,330.72	\$28,092.93
RdgWr Crdx LC Val Eq	\$18,723.67	\$133.30	\$0.00	\$1,243.31	\$20,100.28
Total	\$118,084.95	\$888.68	\$0.00	\$3,069.84	\$122,043.47
Roth Contrib					
Oppen Real Estate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Htfd Int Opps HLS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MFS Intl New Disc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

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OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

ACCOUNT ACTIVITY

	Beginning Balance October 1, 2016	Additions	Subtractions	Change In Value	Ending Balance December 31, 2016
Invesco SC Growth	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AmCent SC Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nuveen Mid Cap Ind	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fidelity OTC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JPM US Equity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RdgWr Crdx LC Val Eq	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roth Rollovr					
Oppen Real Estate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Htfd Int Opps HLS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MFS Intl New Disc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Invesco SC Growth	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AmCent SC Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nuveen Mid Cap Ind	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fidelity OTC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JPM US Equity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RdgWr Crdx LC Val Eq	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Account Total	\$118,084.95	\$888.68	\$0.00	\$3,069.84	\$122,043.47

Account Activity This is a recap of any account activity that occurred during the last quarter. It includes, "Beginning Balances" by investment choice, "Additions" (contributions or transfers you made into your investment choices), "Subtractions" (withdrawals or transfers out), "Change in Value" (which reflects any earnings or losses that occurred), and "Ending Balances" which details quarter-end balances for each investment choice.

You must promptly notify MassMutual Retirement Services of any discrepancies noted on this statement. MassMutual will review and respond to such requests upon receipt. Any oral communications should be confirmed in writing to protect your rights. If discrepancies are not reported promptly we will not make adjustments, absent exceptional circumstances.

LOAN ACTIVITY THIS PERIOD

Issue Date	Issue Amount	Balance December 31, 2016	Principal Paid	Interest Paid	Fees	Payments
11/22/2011	\$26,000.00	\$0.00	\$884.33	\$4.35	\$0.00	\$888.68

TRANSACTION DETAIL

Date	Transaction	Source	Investment Option	Amount	Price	Units/ Shares
10/12/2016	Loan Repayment	Employee	Oppen Real Estate	\$22.22	\$45.017347	0.4936
			Htfd Int Opps HLS	\$22.22	\$4.010322	5.5407
			MFS Intl New Disc	\$22.21	\$51.746145	0.4292
			Invesco SC Growth	\$11.11	\$10.609827	1.0471

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

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OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

TRANSACTION DETAIL

Date	Transaction	Source	Investment Option	Amount	Price	Units/ Shares
			AmCent SC Value	\$11.11	\$28.844712	0.3852
			Nuveen Mid Cap Ind	\$22.21	\$17.512105	1.2683
			Fidelity OTC	\$33.33	\$42.807376	0.7786
			JPM US Equity	\$44.43	\$18.256850	2.4336
			RdgWr Crdx LC Val Eq	\$33.33	\$16.512807	2.0184
10/26/2016	Loan Repayment	Employee	Oppen Real Estate	\$22.22	\$45.001100	0.4938
			Htfd Int Opps HLS	\$22.22	\$3.987631	5.5722
			MFS Intl New Disc	\$22.22	\$51.456048	0.4318
			Invesco SC Growth	\$11.10	\$10.375495	1.0698
			AmCent SC Value	\$11.11	\$28.464266	0.3903
			Nuveen Mid Cap Ind	\$22.22	\$17.384992	1.2781
			Fidelity OTC	\$33.32	\$42.787469	0.7787
			JPM US Equity	\$44.44	\$18.320595	2.4257
			RdgWr Crdx LC Val Eq	\$33.32	\$16.480826	2.0217
11/08/2016	Loan Repayment	Employee	Oppen Real Estate	\$22.22	\$43.733923	0.5081
			Htfd Int Opps HLS	\$22.22	\$3.976286	5.5881
			MFS Intl New Disc	\$22.21	\$51.220344	0.4336
			Invesco SC Growth	\$11.11	\$10.392434	1.0690
			AmCent SC Value	\$11.11	\$28.014648	0.3966
			Nuveen Mid Cap Ind	\$22.21	\$17.375214	1.2783
			Fidelity OTC	\$33.33	\$41.503546	0.8031
			JPM US Equity	\$44.43	\$18.346094	2.4218
			RdgWr Crdx LC Val Eq	\$33.33	\$16.715351	1.9940
11/21/2016	Loan Repayment	Employee	Oppen Real Estate	\$22.22	\$42.759169	0.5197
			Htfd Int Opps HLS	\$22.22	\$3.882692	5.7228
			MFS Intl New Disc	\$22.22	\$49.642938	0.4476
			Invesco SC Growth	\$11.11	\$11.177302	0.9940
			AmCent SC Value	\$11.11	\$31.127388	0.3569
			Nuveen Mid Cap Ind	\$22.22	\$18.577889	1.1960
			Fidelity OTC	\$33.32	\$42.648128	0.7813
			JPM US Equity	\$44.43	\$19.034550	2.3342
			RdgWr Crdx LC Val Eq	\$33.32	\$17.248366	1.9318

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

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OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

PERFORMANCE

INVESTMENT CHOICES

FOR PERIOD ENDING DECEMBER 31, 2016

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. Total return includes capital appreciation (depreciation), realized gains (losses), plus dividend or interest income. The investment return and principal value of an investment will fluctuate so that when units/shares are redeemed they may be worth more, or less, than the original cost. Results shown do not take into account personal income taxes or capital gains taxes. Current performance may be lower or higher than the performance data quoted. For current performance information to the most recent month-end, refer to our website at <http://retirement.massmutual.com/rsgovnp/>.

* Returns are net of total fund operating expenses and a mortality, expense risk and administrative charge (ME&A). The maximum ME&A charge for your plan is 1.25%; however, your plan's exact ME&A charge may be lower. Refer to a current fee schedule for charges applicable to your plan.

Investment options are available through group variable annuity contracts (HL-15811, HL-17402, HVL-11002, HVL-21002 series, and HL-20325 series). All contracts are issued by Hartford Life Insurance Company (Simsbury, CT). Effective January 1, 2013, contracts HVL-11002 and HVL-21002 series are underwritten by MML Distributors, LLC. Contracts are administered by Massachusetts Mutual Life Insurance Company. Total return includes capital appreciation (depreciation), realized gain (loss), plus reinvested dividend or interest income. Results shown do not take into account personal income taxes or capital gains taxes. Performance is stated after deduction for total fund operating expenses, applicable separate account charges, and all other applicable contract fees. With respect to all performance displayed, where inception of the underlying fund precedes that of the separate account, performance is given since the inception of the underlying fund (whereas the inception date for Separate Account 457 is 12/31/1998, and the inception date for Separate Account 14 is 3/15/2005). In such cases, the performance given is hypothetical and is based on the actual performance of the underlying fund.

This material must be preceded or accompanied by currently effective disclosure documents. Investors should consider an investment's objectives, risks, charges and expenses carefully before investing. Read this information carefully before you invest or send money. Questions should be directed to your local Financial Professional, or call the number listed on the front page of your quarterly Statement of Account.

- 1 The fund's investments are concentrated in a specific industry or sector, and are subject to greater risk than traditional diversified equity funds.
- 2 Investments in foreign securities may involve different and additional risks associated with foreign currencies, investment disclosure, accounting, securities regulation, commissions, taxes, political or social instability, war or expropriation.
- 3 Small Cap stocks generally have higher risk and return characteristics than large-company stocks.
- 4 Mid Cap stocks generally have higher risk and return characteristics than large-company stocks.
- 5 The State Street Global Advisers index funds are commingled trust investment vehicles for which State Street Global Advisers serves as trustee.

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

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OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

PERFORMANCE

INVESTMENT CHOICES

FOR PERIOD ENDING DECEMBER 31, 2016

		Total Return			Average Annual Total Return*			Since	Inception
	Month	3 Mo.	YTD	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Incept.	Date
SPECIALTY									
515 Franklin Utilities	4.09%	-0.29%	17.77%	17.77%	10.94%	10.40%	7.51%	N/A	09/30/1948
841 Oppen Real Estate ¹	3.88%	-3.89%	6.07%	6.07%	12.58%	11.16%	4.61%	11.19%	03/04/2002
INTERNATIONAL/GLOBAL									
13 Htfd Int Opps HLS ²	2.54%	-2.28%	1.26%	1.26%	-0.28%	7.70%	3.43%	5.78%	07/02/1990
265 MFS Intl New Disc ²	0.77%	-5.58%	0.22%	0.22%	-0.09%	8.24%	3.89%	N/A	10/01/1997
410 Oppenheimer Dev Mkts ²	-0.29%	-5.18%	6.89%	6.89%	-4.37%	2.75%	4.18%	11.38%	11/18/1996
SMALL CAP									
198 AB Small Cap Growth	-0.43%	2.62%	6.80%	6.80%	1.42%	11.91%	8.61%	N/A	02/12/1969
483 AmCent SC Value ³	4.77%	13.80%	26.01%	26.01%	8.59%	15.05%	8.59%	11.80%	07/31/1998
953 Del Small Cap Value ³	3.38%	13.60%	31.02%	31.02%	8.91%	14.07%	7.81%	N/A	06/24/1987
271 Invesco SC Growth ³	-0.03%	2.97%	11.70%	11.70%	5.97%	14.70%	8.78%	N/A	10/18/1995
760 Vanguard SC Index ³	1.88%	6.10%	18.30%	18.30%	7.01%	14.83%	8.18%	N/A	11/13/2000
MID CAP									
1071 AmCent Mid Cap Val ⁴	1.46%	7.46%	23.07%	23.07%	12.26%	16.54%	9.52%	N/A	08/02/2004
099 FrklN SmMd Cap Grwth ^{3,4}	-0.77%	-1.96%	4.33%	4.33%	3.22%	11.04%	6.60%	N/A	02/14/1992
1012 Nuveen Mid Cap Ind ⁴	2.16%	7.32%	20.26%	20.26%	8.62%	14.88%	8.83%	N/A	11/04/1999
639 Vict Mun MC Cor Gr ⁴	0.45%	2.54%	7.07%	7.07%	3.93%	11.62%	6.83%	N/A	06/24/1998
LARGE CAP									
1241 Columbia LC Enh Core	1.61%	3.83%	10.02%	10.02%	8.30%	14.83%	N/A	15.79%	07/31/1996
097 Fidelity OTC	1.74%	-1.27%	3.11%	3.11%	10.04%	16.78%	11.13%	N/A	12/31/1984
29 Htfd Div & Grwth HLS	2.76%	6.76%	14.89%	14.89%	8.65%	13.96%	7.23%	N/A	03/08/1994
929 JPM US Equity	1.47%	4.97%	10.88%	10.88%	8.35%	15.22%	8.23%	N/A	09/17/1993
210 MFS Value	1.51%	4.41%	13.86%	13.86%	7.60%	14.41%	6.61%	N/A	01/02/1996
675 NB Socially Resp	1.70%	3.50%	9.88%	9.88%	6.42%	12.99%	6.46%	8.88%	03/16/1994
1111 RdgWr Crdx LC Val Eq	2.41%	6.59%	15.19%	15.19%	6.63%	13.52%	6.59%	N/A	10/31/1989
599 SS S&P 500 Ind SL ⁵	1.94%	3.75%	11.58%	11.58%	8.50%	14.28%	6.62%	7.87%	03/01/1996
ASSET ALLOCATION/BALANCED									
165 Inv Eq and Inc	1.39%	6.65%	14.83%	14.83%	6.94%	11.53%	6.27%	N/A	08/03/1960
677 SS DJ Tgt 2015 SL	0.17%	-3.35%	3.83%	3.83%	1.87%	3.38%	3.16%	4.73%	06/01/1995
678 SS DJ Tgt 2025 SL	0.54%	-1.97%	5.77%	5.77%	2.65%	5.92%	3.74%	6.09%	01/01/1995
679 SS DJ Tgt 2035 SL	1.00%	-0.04%	7.99%	7.99%	3.39%	8.27%	4.29%	N/A	06/01/1995
680 SS DJ Tgt 2045 SL	1.30%	1.20%	9.42%	9.42%	3.77%	9.46%	4.71%	N/A	01/01/1995

CITY OF ROCHESTER
STATEMENT OF ACCOUNT

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OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

PERFORMANCE

INVESTMENT CHOICES

FOR PERIOD ENDING DECEMBER 31, 2016

	Month	Total Return		1 Yr.	Average Annual Total Return*			Since Incept.	Inception Date
		3 Mo.	YTD		3 Yr.	5 Yr.	10 Yr.		
BOND									
18 Hfd TotRet Bond HLS	0.45%	-2.20%	4.49%	4.49%	3.23%	3.13%	4.09%	N/A	08/31/1977
462 Lord Abbett TotalRet	0.26%	-2.59%	4.04%	4.04%	3.14%	3.11%	4.96%	5.46%	08/31/2000
541 PIMCO Real Return	-0.03%	-2.41%	4.78%	4.78%	1.59%	0.72%	4.34%	5.74%	01/29/1997
990 Prud High Yield	2.03%	1.36%	15.00%	15.00%	4.64%	6.93%	7.00%	N/A	03/29/1979

General (Declared Rate) Account Information:

1st Q 2017: 4.00%

The Declared Rate set forth above is credited through the close of the calendar year on contributions received during the designated calendar quarter. For contributions received prior to January 1, 2017, the Declared Rate is 4.00%. Rates quoted are effective annual yields.

BENCHMARK INDICES

FOR PERIOD ENDING DECEMBER 31, 2016

	Month	Total Return		1 Yr.	Average Annual Total Return		
		3 Mo.	YTD		3 Yr.	5 Yr.	10 Yr.
S&P 500 Index ¹	1.98%	3.82%	11.96%	11.96%	8.87%	14.66%	6.95%
BarCap Gov/Corp Indx ²	0.21%	-3.39%	3.05%	3.05%	3.04%	2.29%	4.40%
NASDAQ ³	1.12%	1.34%	7.50%	7.50%	8.83%	15.62%	8.34%

Market indices have been provided for comparison purposes only. The indices represented are not illustrative of the performance of any investment option offered through these retirement programs. These indices are unmanaged and are not available for direct investment.

1 S&P is an index which measures broad-based changes in stock market conditions based on the average performance of 500 widely held common stocks.

2 The Barclay's Capital Government/Corporate Bond Index, an unmanaged list of U.S. Treasury/Agency and investment grade corporate debt securities, is used as a general measure of performance of fixed income securities.

3 NASDAQ is a computerized system that provides brokers and dealers with price quotations for securities traded over the counter as well as for many NYSE listed securities.

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PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

NEW AND NOTEWORTHY

It is important that you notify us if you change your address. If your mail is returned to us or we get direction from your employer that your address is out of date, we are likely to suspend future mailings until an updated address is obtained. In addition, we may rely on a third party, including the US Postal Service and commercial locator services to update your current address. Unless preempted by federal law, failure to give us a current address may result in payments due and payable on your participant account being considered abandoned property under state law, and remitted to the applicable state.

Manage your account online! Our interactive retirement planning website, www.massmutual.com/serve, allows you to manage your retirement account anytime, anywhere. Log in today to:

- View your statement of account (and/or previous statements) and individual account information
- Get information how to read your statement of account
- Check investment option performance history
- Change your investment elections/transfer assets between investment options
- View your Disbursement information for a rolling 27 month period
- Access interactive retirement planning calculators, educational articles and other resources to help you prepare for a more secure retirement

2017 Holiday Schedule

The New York Stock Exchange will observe the following holidays this year:

Monday	January 2, 2017	New Year's Day Observed
Monday	January 16, 2017	Martin Luther King, Jr.'s Birthday
Monday	February 20, 2017	President's Day
Friday	April 14, 2017	Good Friday
Monday	May 29, 2017	Memorial Day
Tuesday	July 4, 2017	Independence Day**
Monday	September 4, 2017	Labor Day
Thursday	November 23, 2017	Thanksgiving Day**
Monday	December 25, 2017	Christmas Day
Monday	January 1, 2018	New Year's Day

**The NYSE Trading Floor will close early on Monday, July 3, 2017 and Friday, November 24, 2017.

The hours of operations for the Retirement Plans Contact Center will be from 8:00 AM to 6:00 PM (Eastern Time) on the following day: November 24, 2017

Contracts are issued by Hartford Life Insurance Company. Contracts are administered by Massachusetts Mutual Life Insurance Company.

Department of Labor Statement on Importance of a Well-Balanced and Diversified Investment Portfolio

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different

CITY OF ROCHESTER
STATEMENT OF ACCOUNT
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OCTOBER 1, 2016 - DECEMBER 31, 2016



PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

NEW AND NOTEWORTHY

financial goals, different time horizons for meeting their goals, and different tolerances for risk.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

For more information on individual investing and diversification, go to www.dol.gov/ebsa/investing.html.

We're keeping you connected and safe with stronger account security.

MassMutual wants you to enjoy the ease and convenience of a digital world, but not have to worry about cyber security. We're passionate about keeping you connected as well as keeping your information safe.

When you log in to Retire Online you may be guided through steps to establish a new, stronger and more secure username and password. In addition, you will be asked to choose security questions and have the opportunity to register your device.

You'll only need to do this once, and the stronger account security will help keep your identity safe and your account secure.

PARTICIPANT NAME: [REDACTED]

GROUP NUMBER: 0030000

At MassMutual Retirement Services, we recognize that our relationships with you are based on integrity and trust. As part of that trust relationship, we want you to be aware of how we protect, collect, and share personal information about you. This Privacy Notice describes our policies and practices about how we protect, collect, and share personal information about you in connection with our Retirement Service business, which includes the products and services we provide to employment based retirement plans, such as group annuity contracts, recordkeeping services, mutual fund platforms, funding agreements, defined benefit and defined contribution plans, and similar group products issued or administered by MassMutual Retirement Services.

We Protect Your Personal Information By:

- Maintaining physical, electronic and procedural safeguards to protect your personal information.
- Restricting access to your personal information to employees with a business need to know.
- Requiring that any MassMutual business partners with whom we share your personal information protect it and use it exclusively for the purpose for which it was shared.
- Ensuring personal information is only shared with third parties as necessary for standard business purposes or as authorized by you.

We May Collect Personal Information About You From:

- Our interactions with you, including applications and other forms, interviews, communications, and visits to our web site;
- Your transactions with us or our affiliated companies; and
- Information we obtain from third parties such as consumer or other reporting agencies and medical or health care providers.

We May Share All of the Personal Information We Collect About You, as Described Above, With:

- Agents, brokers and others who provide our products and services to you;
- Our affiliated companies, such as insurance or investment companies, insurance agencies or broker-dealers that market our products and services to you;
- Companies that perform marketing or administrative services for us;
- Nonaffiliated companies in order to perform standard business functions on our behalf including those related to processing transactions you request or authorize, or maintaining your account or policy.
- Courts and government agencies in response to court orders or legal investigations,
- Credit bureaus ; and
- Other financial institutions with whom we may jointly market products, if permitted in your state.

Please note that any personal information consisting of medical or health information is only shared with third parties to perform business, professional or insurance functions on our behalf or as authorized by you.

Consistent with our commitments stated above, please know that if any sharing of your personal information will require us to give you the option to opt-out of or opt-in to the information sharing, we will provide you with this option.

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives. This Privacy Notice is provided by MassMutual only for its Retirement Services business. For more information regarding MassMutual's privacy and security practices, including the Privacy Notices for other than MassMutual's Retirement Services business, please visit www.MassMutual.com.