

# SERVICE AGREEMENT EXPENSE SCHEDULE

Effective April 19, 2018, the Expense Schedule is amended as follows:

## Terms and Revisions:

The Expense Schedule is subject to annual review by the Prudential entity (Prudential Retirement Insurance and Annuity Company (PRIAC) or Prudential Insurance Company of America (PICA), as applicable) named within your Administrative Services Agreement and subject to terms of your agreement may be changed effective after ninety (90) days written notice to the Plan Sponsor. The Schedule will not be changed within the first twenty four (24) months following the Agreement's Effective Date, nor will it be changed more frequently than once in any twelve (12) month period except by written agreement between PRIAC or PICA and the Plan Sponsor.

## Services and Fees

### Part I – B

The services in place for your Plan are listed below and are more fully described in Part IIB, Description of Services. The manner in which fees for elected services are applied is indicated via the abbreviation in the far left column below. Amounts displayed are annualized, unless otherwise noted.

Charges that are labeled “OT” are invoiced to the Plan Sponsor on a quarterly basis following the completion of the service. Those labeled “OA” are deducted from Participants' account quarterly, while transaction based charges are assessed to participants at the point of the transaction. Services labeled “I” are included in the general plan pricing.

Services not listed below that are subsequently requested by the Plan Sponsor will be charged in accordance with the fee schedule in place at that time.

## Administrative & Recordkeeping Support

<b>OA</b> Asset Based Participant Fee (Assessed quarterly on all investments)	<b>.54%</b>	Annually
<b>OA</b> Distribution Transaction Processing	<b>\$50.00</b>	per Transaction
<b>I</b> Corrective Distribution Charge		
<b>I</b> DSO Account Maintenance Charge		
<b>OA</b> DSO Withdrawal Charge	<b>\$50.00</b>	per Withdrawal
<b>OA</b> Installment Payout Charge	<b>\$5.00</b>	per Payment
<b>OA</b> Loan Processing Fee	<b>\$75.00</b>	per Loan
<b>OA</b> Loan Maintenance Charge	<b>\$50.00</b>	per Account
<b>OA</b> Loan Coupon Conversion Fee	<b>\$100.00</b>	per Transaction
<b>OA</b> QDRO Service Charge	<b>\$750.00</b>	per Transaction

IA: 0075185/001  
PLAN/SUBPLAN: 0920050/

**I** Trustee Services Charge

**OA** Express Mail Fee **\$25.00** per Transaction

**OT** On-Site Meetings Charge **\$1,200.00** per Day, over 2

**I** Employee Enrollment Kits

**I** Participant Financial Statement Charge

**OT** Annual Notice Mailings **\$1.50** per Notice

**I** 404(a) Partial Support

**OT** Fund Change Notice Mailings **\$1.50** per Notice

**OT** Summary Annual Report Mailings **\$1.50** per Notice

**OT** Summary Material Modification Mailings **\$1.50** per Notice

**OT** AD-HOC Report Requests **\$125.00** per Hour

**I** Industry Trend Report

**OT** Industry Trend Report (W / Plan Specific Data) **\$250.00**

**OT** Financial Corrections / Data Clean-Up **\$75.00** per Hour, over 4

**OT** Plan Summary **\$250.00** per Report, over 1

**Plan Compliance & Tax Reporting**

**I** Core Compliance Tests

- Annual IRC Section 415(c) Test
- Annual IRC Section 402(g) Excess Deferrals Test
- Annual IRC Section 410(b) Minimum Coverage Test
- Annual IRC Section 416(g) Top-Heavy Test
- IRC Section 401(k) Actual Deferral Percentage Test (ADP)
- IRC Section 401(m) Actual Contribution Percentage Test (ACP)

**I** 5500 Preparation Service

**OT** Document Services Charge **Quoted upon request**

**I** Audit Support

<b>OT</b> Additional Audit Support	<b>\$300.00</b>	per Hour
<b>OT</b> Client Consulting by a Retirement Plan Consultant	<b>\$350.00</b>	per Hour, over 1
<b>OT</b> Controlled Group Test	<b>\$300.00</b>	per Hour
<b>OT</b> Requests for Additional Check Copies	<b>\$25.00</b>	per Copy, over 25

**Investment Administration**

<b>OT</b> Investment Committee Meeting Support - In Person	<b>\$5,500.00</b>
<b>OT</b> Investment review with Investment Strategist - Phone	<b>\$2,000.00</b>
<b>I</b> Investment Monitor	
<b>I</b> Investment Performance Grid	

## **SERVICE AGREEMENT EXPENSE SCHEDULE**

### **Part II-B**

The expenses listed in Part I-B of the Expense Schedule are annual charges which are typically assessed on a quarterly basis unless otherwise noted based on the method identified in Part I-B. The descriptions in this Part II-B represent the additional detail not defined in Exhibit A.

#### **DEFINITION OF TERMS**

**Installation Charge** is a one-time charge applied to new business related to all transition related activities. This charge is assessed in full when the Plan is installed.

**Annual Base Fee** is an annual fee assessed to cover the expense related to administration and recordkeeping of the Plan. Pro-rata adjustments will be made for a plan year that is not equal to twelve months.

**Basic Administration Charge** is an annual fee assessed to cover the expense related to administration and recordkeeping of accounts being maintained under the Plan with an account balance greater than zero.

**Administrative & Recordkeeping Support Services** include those items listed as either Core or Enhanced Services in the Administrative & Recordkeeping Support sections of Exhibit A in the Administrative Services Agreement, as permitted by the plan, that are not listed individually in part I-B.

**Charge for Funds not offered under the Agreement** covers the cost of recordkeeping of funds not offered by PRIAC including but not limited to employer stock and guaranteed investment contracts.

**Asset Based Participant Fee** covers the additional costs associated with the administration and recordkeeping of the Plan.

**Stock Transaction Charge** covers the purchase, sale, or distribution of securities, when the custodial services are used. Any broker fees and commissions resulting from the processing of Corrective Distributions and Minimum Required Distributions will not be charged to the Participant's account.

**SDB Trading Fees** covers any applicable fees when the Self Directed Brokerage Services are used.

**Trustee Services** \* covers the use of trustee services.

**Custodial Services** \* covers the service of using Prudential Trust Company or Prudential Bank & Trust, FSB to provide custodial services for employer stock and other publicly traded securities acceptable to Prudential Bank & Trust.

\*To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When the Plan Sponsor opens an account, certain information will be requested to allow PRIAC to identify the Plan Sponsor. PRIAC is required to verify this identifying information.

**Compliance Support** includes Government Tax Withholding and Reporting, Regulatory Support as well as Regulatory Plan Amendments or Restatements as described in Exhibit A of the Administrative Services Agreement.

**Outside Drafted Document Support** is based on the type of document work which is requested. If the Plan Sponsor has elected to maintain a Plan document which is not supported by Prudential, Prudential will not provide Plan amendment services. Charges will apply to other Plan document support services provided by Prudential, as identified below. This charge is assessed in full at the time the service is rendered.

**Outside Drafted Plan Support Services**

- Loan Policy Preparation
- Outside Supported Plan Review or Merger Review
- Outside Supported Plan Misc. Research/Interpretation

**Investment Services** includes Standard Investment Policy Statement and Investment Performance Information as described in Exhibit A of the Administrative Services Agreement.

**Customized Plan Reporting** includes customized or additional ad-hoc reports requested and customized Fund Fact Sheets.

**Discontinuance Charge** covers the event of full or partial termination of the Agreement and defrays the cost of the additional processing time and work required to transfer Plan assets and Participant records to the new service/investment provider. The charge is determined as of the Termination Date defined in the contract and must be paid in full prior to asset transfer.