PAYCHEX POOLED EMPLOYER 401(k) PLAN SUMMARY PLAN DESCRIPTION

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#### **SUMMARY PLAN DESCRIPTION**

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## PAYCHEX POOLED EMPLOYER 401(k) PLAN

#### SUMMARY PLAN DESCRIPTION

#### 1. INTRODUCTION.

Your employer has adopted the Paychex Pooled Employer 401(k) Plan (the "Plan"), which is described in this Summary Plan Description.

Formal legal documents specify the rules governing the Plan. The Plan Administrator has copies of these documents and they are available for your inspection. We have also prepared this Summary Plan Description for your convenience and reference. It summarizes the Plan provisions in the questions and answers that follow. You are encouraged to read it so that you will understand your benefits under the Plan.

If you have difficulty understanding any part of this document, please contact the Plan Administrator at 866-385-5005 for assistance including translation services in your native language.

Si tiene dificultades para comprender alguna parte de este documento, comuníquese con el Administrador del Plan al 866-385-5005 para obtener ayuda, incluidos los servicios de traducción en su lengua materna.

Si vous rencontrez des difficultés pour comprendre certaines parties de ce document, veuillez contacter l'administrateur du forfait au 866-385-5005 pour obtenir de l'aide, notamment une traduction dans votre langue maternelle.

In caso di difficoltà nel comprendere una parte qualsiasi del presente documento, si prega di contattare l'Amministratore del piano al numero 866-385-5005 per ricevere assistenza, incluso il servizio di traduzione nella propria lingua madre.

Se você tiver alguma dificuldade para entender qualquer parte deste documento, entre em contato com o Administrador do Plano pelo número 866-385-5005 para obter ajuda, incluindo serviços de tradução no seu idioma.

Sollten Sie Schwierigkeiten haben, dieses Dokument ganz oder teilweise zu verstehen, wenden Sie sich bitte an den Kundenbetreuer unter der 866-385-5005, wo Ihnen unter anderem Übersetzungsdienste in Ihrer Muttersprache angeboten werden.

Если у вас возникли трудности с пониманием содержания этого документа, обратитесь к администратору тарифа по телефону 866-385-5005. Кроме прочего, администратор предложит обслуживание на вашем родном языке.

Jeśli mają Państwo trudności ze zrozumieniem jakiejkolwiek części tego dokumentu, prosimy o kontakt z administratorem planu pod numerem 866-385-5005 w celu uzyskania pomocy, w tym usług tłumaczenia w języku ojczystym.

اگر درک هر کدام از بخشهای این سند برای شما دشوار است، لطفاً 866-5005-385 .با مدیر طرح تماس بگیرید برای دریافت کمک، از جمله خدمات ترجمه به زبان مادریتان، از طریق شماره

如果您無法理解本文件任何部份的內容,請致電 866-385-5005 與計畫管理員聯絡,以尋求協助,包括您的母語翻譯服務。

この文書に理解できない部分がある場合には、プラン管理者 (866-385-5005) に連絡して母国語への翻訳サービスなどのサポートを受けてください。

이 문서의 어떤 부분이든 이해하는 데 어려움이 있으시다면, 866-385-5005(으)로 플랜관리자에게 문의하여 모국어로의 번역 서비스 등 도움을 요청하세요.

Nếu bạn gặp khó khăn trong việc hiểu bất kỳ phần nào của tài liệu này, vui lòng liên hệ với Quản trị viên Gói theo số 866-385-5005 để được hỗ trợ, bao gồm cả dịch vụ dịch thuật sang ngôn ngữ mẹ để của bạn.

Kung nahihirapan kang unawain ang alinmang bahagi ng dokumentong ito, makipagugnayan sa Plan Administrator sa 866-385-5005 para sa tulong kabilang ang mga serbisyong pagsasalin sa iyong katutubong wika.

إذا كنت تواجه صعوبة في فهم أي جزء من 866-385-5005 للحصول على مساعدة تتضمَّن خدمات الترجمة بلغتك الأم. هذه الوثيقة، يُرجى الاتصال بمسؤول الخطة من خلال الرقم

Because this Summary Plan Description is a summary of the provisions of the Plan, it does not describe all the provisions of the Plan and all the possible situations that may arise. Therefore, in the case of any conflict between the content of this Summary Plan Description and the content of the Plan itself, or in the case of the omission in this Summary Plan Description of a discussion of any Plan provisions, the terms of the Plan itself (and not the language of this Summary Plan Description) shall control.

The primary purpose of the Plan is to provide benefits to you or your beneficiary or beneficiaries (as applicable) upon your retirement, disability or death.

This Summary Plan Description may be modified by one or more Summaries of Material Modifications. Be sure to check the Summaries of Material Modifications, if any, when you refer to this Summary Plan Description.

In this Summary Plan Description, terms such as the "Plan Year," "Plan Administrator" and "Plan Sponsor" appear in many places. These terms are described in the Appendix at the end of this Summary Plan Description.

#### 2. WHAT IS THE PLAN?

It is a plan to which participants may elect to defer (i.e., contribute) a portion of their compensation. In some instances, additional contributions may be made to the Plan on your behalf. (See the Section entitled "WHAT TYPES OF CONTRIBUTIONS CAN BE MADE TO THE PLAN?"). All amounts paid into the Plan are for the exclusive benefit of the participants and their beneficiaries.

#### 3. HOW IS THE PLAN MANAGED?

A Plan Administrator is named in the Plan and is given the responsibility to manage the operation and administration of the Plan (except as to investments and certain other specific responsibilities). Among other things, the Plan Administrator determines the eligibility of each employee to participate, oversees the payment of benefits and interprets the provisions of the Plan. The Plan Administrator may designate other parties to perform some of the duties of the Plan Administrator.

The Plan Administrator has the exclusive right, power and authority, in its sole and absolute discretion, to administer and interpret the terms of the Plan and other related documents. The Plan Administrator has all powers reasonably necessary to carry out its responsibilities under the Plan including, but not limited to, the sole and absolute discretionary authority to:

- Administer the Plan according to its terms and to interpret Plan policies and procedures;
- Resolve and clarify inconsistencies, ambiguities and omissions in the Plan document and among and between the Plan document and other related documents;
- Take all actions and make all decisions regarding questions of coverage, eligibility and entitlement to benefits, and benefit amounts; and
- Process and approve or deny all claims for benefits.

The decision of the Plan Administrator on any disputes arising under the Plan, including, but not limited to, questions of construction, interpretation and administration shall be final, conclusive and binding on all persons having an interest in or under the Plan. Any determination made by the Plan Administrator shall be given deference in the event the determination is subject to judicial review and shall be overturned by a court of law only if it is arbitrary and capricious.

You should contact the Plan Administrator if you have any questions about the Plan. The Plan Administrator will communicate with you from time to time concerning your accounts under the Plan and any special considerations about your participation. However, bear in mind that while there is every intention to answer your questions

accurately, responses are necessarily given in a summary form and may not fully anticipate or describe all nuances surrounding each question. Errors due to miscommunication by any party or other causes are also possible. In any event, the Plan's recordkeeper and Paychex representatives are not authorized to give you binding advice about the Plan. All details furnished by the Plan's recordkeeper and Paychex representatives, including eligibility for benefits, must necessarily be governed by the availability of correct personnel data and the provisions contained in the Plan. Plan documents and the employer's correct records will control in the event of any conflict between the terms of the Plan and the information provided by the Plan's recordkeeper and Paychex representatives. Before calling or making a decision based on information you receive from the Plan's recordkeeper or Paychex representatives, you should review your Summary Plan Description, your employment records, and the Plan (which is available upon request).

See the Appendix to this Summary Plan Description for the name and address of the Plan Administrator.

# 4. HOW IMPORTANT IS THE AMOUNT OF TIME THAT I WORK FOR MY EMPLOYER?

The time you work for your employer (including the number of years and the number of hours in a year) is important.

Service with your employer is counted in determining when you are eligible to participate in the Plan. (See the Addendum to this Summary Plan Description entitled "ELIGIBILITY").

Service with your employer is also counted in determining your vested interest in any employer contributions made to the Plan on your behalf. If you terminate employment before retirement, death or disability, you do not lose this vested interest. (See the Section entitled "WHAT IS THE VESTED PORTION OF MY ACCOUNTS?")

If you have worked for other employers who have adopted the Plan, your service with the other employers may also be counted in determining your eligibility to participate in the Plan and your vested interest in any employer contributions.

## 5. HOW DO I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?

For the Plan's eligibility requirements, see the Addendum to this Summary Plan Description entitled "ELIGIBILITY."

## 6. WHAT TYPES OF CONTRIBUTIONS CAN BE MADE TO THE PLAN?

See the Addendum to this Summary Plan Description entitled "PLAN CONTRIBUTIONS."

## 7. ARE THERE LIMITS ON MY CONTRIBUTIONS?

Limits imposed by law may reduce the amounts that may be contributed to the Plan on your behalf. If these limits are exceeded, a portion of the contributions for certain participants may be refunded to them or forfeited. To the extent necessary, the Plan Administrator will notify you if the limits as applied to you are exceeded.

## 8. WHAT HAPPENS TO MY SHARE OF THE CONTRIBUTIONS?

Contributions made to the Plan on your behalf are held in a trust fund or funds, along with the accounts of the other participants. The money in the trust increases or decreases to reflect investment earnings, gains, losses and expenses. The Trustee is responsible for holding the assets of the trust. The name of the current Trustee is set forth in the Appendix at the end of this Summary Plan Description.

The Trustee is not responsible for deciding how the assets of the trust will be invested. Instead, the Plan permits you to invest your accounts among various investment funds that may be made available from time to time. (See the Section entitled "MAY I DIRECT THE INVESTMENT OF MY ACCOUNTS UNDER THE PLAN?"). If you do not make an investment election, then your accounts under the Plan will be invested in the Plan's applicable default investment alternative. These default investments are made in accordance with rules prescribed by the U.S. Department of Labor which relieve fiduciaries of the Plan from liability for losses resulting from such default investments. A separate notice regarding default investments will be provided to affected participants.

Your accounts under the Plan are subject to investment gains and losses of the investment funds in which your accounts are invested. (See the Section entitled "WHAT ADJUSTMENTS ARE MADE TO MY ACCOUNTS?")

## 9. MAY I DIRECT THE INVESTMENT OF MY ACCOUNTS UNDER THE PLAN?

The Plan permits every participant to direct the investment of his accounts under the Plan. The Plan Administrator will provide you with instructions for making your investment direction. The instructions explain your investment direction options and explain the frequency with which you may change your investment elections. The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Title 29 of the Code of Federal Regulations section 2550.404c-1. This means that the fiduciaries of the Plan may be relieved of liability for losses, if there are any, which are the result of your investment instructions, or of the investment of some or all of your account in the Plan's default investment alternative in the absence of a valid investment election.

## Information Regarding Participant Investment Direction

The Plan Administrator of the Plan is responsible for providing you with certain information relating to the Plan's procedures for investment direction.

You may access the prospectus for the Plan's investment options online at <a href="https://www.paychexflex.com">www.paychexflex.com</a>. When you initially invest in an investment alternative subject to the Securities Act of 1933, you may receive a copy of the most recent prospectus for that investment alternative. However, if you received a copy of the prospectus immediately before you invested in that investment alternative, then the Plan Administrator is not required to give you a second copy. Alternatively, you may be provided with any short-form or summary prospectus, the form of which has been approved by the Securities and Exchange Commission.

Additional information is available from the Plan Administrator. To receive this information, you must deliver a written request to the Plan Administrator. (Please contact the Plan Administrator to receive the appropriate form.) Available information includes:

- (a) Copies of prospectuses (or, alternatively, any short-form or summary prospectus, the form of which has been approved by the Securities and Exchange Commission) for the disclosure of information to investors by entities registered under either the Securities Act of 1933 or the Investment Company Act of 1940, or similar documents relating to designated investment alternatives that are provided by entities that are not registered under either of these Acts;
- (b) Copies of any financial statements or reports, such as statements of additional information and shareholder reports, and of any other similar materials relating to the plan's designated investment alternatives, to the extent such materials are provided to the plan;
- (c) A statement of the value of a share or unit of each designated investment alternative as well as the date of the valuation; and
- (d) A list of the assets comprising the portfolio of each designated investment alternative which constitute plan assets within the meaning of 29 CFR 2510.3-101 and the value of each such asset (or the proportion of the investment which it comprises).

Please address any questions you have regarding your investment alternatives to the Plan Administrator or its designated representative.

## 10. WHAT ADJUSTMENTS ARE MADE TO MY ACCOUNTS?

Your accounts are adjusted each day the financial markets are open to reflect your portion of any income or loss of the trust and any increase or decrease in the value of the trust assets. In addition, any contributions made to the Plan on your behalf will be credited to your accounts.

#### 11. MAY I TAKE A LOAN FROM THE PLAN?

If you apply for a loan and satisfy the applicable requirements, then you may take a loan from the Plan. You may take a loan only from your pre-tax accounts under the Plan. This means that you cannot take a loan from your Roth 401(k) contribution account, if any. If you request a loan in an amount that exceeds the vested balance in your pre-tax accounts, then the loan amount will be limited to the vested balance in your pre-tax accounts. The loan program under the Plan is available on a uniform basis to all Plan participants that meet the loan qualification requirements. For additional information about the loan program available under the Plan, contact the Plan Administrator.

**LOAN APPLICATION**. Any Plan participant may apply for a loan from the Plan. For purposes of this loan policy, the term "participant" means any participant or beneficiary who is a party in interest (as defined in Section 3(14) of the Employee Retirement Income Security Act of 1974 ("ERISA")) with respect to the Plan. Generally, only current employees are considered parties in interest. A participant must apply for each loan in accordance with procedures established by the Plan Administrator.

#### **Loan Application Procedure**

To apply for a loan under this Plan, you must follow the procedures below:

- You may request a loan by visiting www.paychexflex.com.
- You may submit your request online or download and complete a Loan Application form and return it to the Plan Administrator's designee as instructed on the Application.
- Additional documentation for a Plan loan to purchase a primary residence will be required. Incomplete or inadequate paperwork can result in a delay in issuing the loan.
- In order to receive a loan under the Plan, you must pay any required loan application processing fees.

LIMITATION ON LOAN AMOUNT AND NUMBER OF LOANS. Loans are available only from your pre-tax accounts under the Plan. Loans are not available from your Roth 401(k) contribution account. However, your entire vested account balance under the Plan, including your Roth 401(k) contribution account, if any, will be taken into account for purposes of determining the available loan amount. The Plan Administrator will not approve any loan to a participant in an amount that exceeds 47.5% of his or her vested account balance, as reflected by the books and records of the Plan. The maximum aggregate dollar amount of participant loans outstanding to any participant may not exceed \$50,000, as aggregated with all loans the participant has from other

retirement plans of the employer and any employer that is an "Affiliate" (as defined in the Plan) of the employer, reduced by the excess of the participant's highest aggregate outstanding participant loan balance during the 12-month period ending on the date of the loan over the participant's current aggregate outstanding participant loan balance on the date of the loan. A participant may not request a loan for less than \$1,000. A participant may not have more than 2 participant loans outstanding from the Plan at any time. If a participant has defaulted on a loan from the Plan, then the participant cannot receive another loan from the Plan until the defaulted loan has been repaid or offset against the participant's account balance, if permitted. Subject to applicable law, the Plan Administrator may determine and apply, in its sole discretion, a uniform and nondiscriminatory policy with respect to the terms of loans that are made under another qualified retirement plan and transferred to this Plan.

PURPOSE OF LOAN. Participant loans shall be available for any purpose.

**EVIDENCE AND TERMS OF LOAN.** The Plan Administrator will document every loan in the form of a promissory note or other enforceable agreement entered into by the participant for the face amount of the loan, together with a commercially reasonable rate of interest.

A loan will provide for a commercially reasonable fixed rate of interest. The interest rate for a loan will be the prime rate, plus 1%. For this purpose, the prime rate will be the prime rate in effect on the first day of the month in which the loan is processed. The Plan Administrator will determine whether the interest rate is commercially reasonable at the time it approves the loan. Notwithstanding the foregoing, during a participant's period of military service, the interest rate on such participant's loan may not exceed the interest rate prescribed by the Servicemembers Civil Relief Act, if applicable.

The loan must provide at least quarterly payments under a substantially level amortization schedule. If, at the time the loan is made, the participant is currently employed by an employer that has adopted the Plan, then the Plan Administrator will generally require the participant receiving a loan from the Plan to enter into an agreement to repay the loan through payroll deduction. If you are permitted to make loan repayments via electronic funds transfer (EFT) from a bank account you designate, then the repayment frequency may be different from your payroll frequency, and must be at least monthly.

The Plan Administrator will set the repayment term for all loans. The repayment term of a loan will not be greater than  $4\frac{1}{2}$  years except as approved by the Committee for plan mergers and as permitted by law, unless the loan qualifies as a home loan, or except as provided below regarding suspension of loan repayments during military service. The repayment term for a home loan will not be greater than 10 years. A "home loan" is a loan used to acquire a dwelling unit

that the participant will use as a principal residence within a reasonable time. Additional documentation for a home loan will be required.

Subject to the military service loan repayment suspension provisions below, applicable tax law treats the amount of any loan (other than a "home loan") not repaid 5 years after the date of the loan as a taxable distribution on the last day of the 5 year period or, if sooner, at the time the loan is in default. If a participant extends the repayment term of a non-home loan that has a 5-year or shorter repayment term beyond 5 years, then the balance of the loan at the time of the extension is treated as a taxable distribution to the participant.

A participant may prepay the entire outstanding principal amount of, plus accrued interest on, a loan at any time in a single lump sum payment without penalty for prepayment. Partial prepayments are not permitted.

**SECURITY FOR LOAN.** A participant must secure each loan with an irrevocable pledge and assignment of 50% of the borrowing participant's vested account balance under the Plan.

**FORM OF PLEDGE**. The pledge and assignment of a participant's account balance will be in the form prescribed by the Plan Administrator.

LEAVE OF ABSENCE OTHER THAN FOR MILITARY SERVICE. The Plan Administrator will suspend loan repayments for a period not exceeding 1 year which occurs during an approved leave of absence if the leave of absence is either without pay or at a rate of pay (after withholding taxes) that is less than the amount of the payment required for the applicable period under the terms of the loan. If loan payments are suspended during an approved leave of absence, then the loan must be repaid within the original repayment term of the loan.

**MILITARY SERVICE.** If a participant separates from service (or takes a leave of absence) from the employer because of service in the military and does not receive a distribution of his or her account balance, then the Plan Administrator will suspend loan repayments until the participant's completion of military service. The Plan Administrator will provide the participant with a written explanation of the effect of the participant's military service upon his or her Plan loan in this regard.

#### DEFAULT, RISK OF LOSS AND ACCELERATION OF LOAN.

The Plan Administrator will treat a loan in default if:

 (a) any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the payment was due;

- (b) there is a making or furnishing of any representation or statement to the Plan with respect to the loan by or on behalf of the participant which proves to have been false in any material respect when made or furnished; or
- (c) the participant fails to comply with the terms of the promissory note or other enforceable agreement and security agreement (i.e., irrevocable pledge and assignment referenced in section 5).

If a loan in default remains unpaid at the time a distribution is permitted to be made under the Plan, then the Plan Administrator will offset the participant's vested account balance by the outstanding balance of the loan. The Plan Administrator will treat the loan as repaid to the extent of any permissible offset. Pending final disposition of the loan, the participant remains obligated for any unpaid principal and accrued interest.

The Plan Administrator intends this loan program not to place other participants at risk with respect to their interests in the Plan. In this regard, the Plan Administrator will administer any participant loan as a participant directed investment of that portion of the participant's vested account balance equal to the outstanding principal balance of the loan. The Plan will credit that portion of the participant's account balances with the interest earned on the loan and with principal payments received from the participant.

A participant loan becomes due and payable in full upon termination of employment with your employer. If your employment with your employer is terminated and you have an outstanding loan, then you will have a reasonable period of time to pay off the outstanding balance of the loan. If a terminated participant's loan is not paid off in full by the last day of the calendar quarter following the calendar quarter in which a scheduled payment that was due after the participant's termination of employment was missed, then the loan will be in default and the Plan Administrator will offset the participant's vested account balance by the outstanding balance of the loan.

Upon termination of the Plan, a loan that is not otherwise due and payable, shall become due and payable.

**LOAN FEES.** The Plan may charge the participant's account balance with expenses directly related to the organization, maintenance and collection of the loan. More information is set forth in the applicable fee disclosure statement.

# 12. MAY I RECEIVE A DISTRIBUTION OF ANY PORTION OF MY ACCOUNTS WHILE I AM STILL EMPLOYED IF I AM FACED WITH A FINANCIAL HARDSHIP?

If you are faced with certain financial hardship situations, then you may be able to receive a hardship distribution from the vested portion of your accounts. The amount

of the hardship distribution cannot exceed the amount needed to satisfy the financial hardship need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). Moreover, a hardship distribution cannot be made to reimburse an amount that already was paid. A hardship distribution is available only for:

- expenses for (or necessary to obtain) medical care that would be deductible under section 213(d) of the Internal Revenue Code (determined without regard to whether the expenses exceed 10% of your adjusted gross income) incurred by you, your spouse, or any of your dependents (as defined under applicable sections of the Internal Revenue Code);
- costs directly related to the purchase of your principal residence (excluding mortgage payments);
- payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you, your spouse, your child, or your dependent (as defined under applicable sections of the Internal Revenue Code);
- payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage on that residence;
- payments for burial or funeral expenses for your deceased parent, spouse, child, or dependent (as defined under applicable sections of the Internal Revenue Code); or
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under section 165 of the Internal Revenue Code (determined without regard to section 165(h)(5) of the Internal Revenue Code and whether the loss exceeds 10% of your adjusted gross income).
- expenses and losses (including loss of income) incurred by you on account of a
  disaster declared by the Federal Emergency Management Agency (FEMA) under
  the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided
  that your principal place of residence or principal place of employment, at the
  time of the disaster, was located in an area designated by FEMA for individual
  assistance with respect to the disaster.

In order to be eligible to receive a hardship distribution, you must first obtain all other distributions (other than hardship distributions) currently available under any plans of deferred compensation, whether qualified or nonqualified, maintained by your employer or an affiliate. In addition, you must represent (in writing, by electronic medium, or in such other form as may be prescribed by the Internal Revenue Service) that you have insufficient cash or other liquid assets reasonably available to satisfy the financial hardship need.

The Plan Administrator has complete discretion in determining whether a hardship distribution may be authorized.

Hardship distributions are subject to the premature distribution penalty rules of the Internal Revenue Code, which generally impose a 10% excise tax on distributions made to a participant before the participant attains age 59½. See the Special Tax Notice for more detailed information regarding the premature distribution penalty rules and exceptions to the premature distribution penalty. You may request a copy of the Special Tax Notice from the Plan Administrator.

## 13. WHEN WILL I BE ELIGIBLE TO RECEIVE A DISTRIBUTION OF MY BENEFIT FROM THE PLAN?

You become eligible to receive a distribution of your benefit under the Plan upon your severance from employment with all adopting employers, disability or actual retirement on or after your Normal Retirement Date, as described below. Upon your death, your designated beneficiary will be eligible to receive a distribution of your benefit under the Plan. You may elect to receive an in-service distribution from your rollover contribution as described below. You are also eligible to receive a distribution of your benefit (or a portion of your benefit) under the Plan after you have attained age 59½. (See the Section entitled "HOW AND WHEN ARE MY BENEFITS TO BE PAID?" for a discussion of the timing and form of payment of these benefits).

- A. RETIREMENT. If you retire on or after your Normal Retirement Date (the date on which you reach age 65), then you will be entitled to receive 100% of the amount of your accounts.
- B. DEATH. If your employment is terminated as a result of your death, or if you die while performing qualified military service (as defined by applicable law), then 100% of the amount in your accounts will be paid to your beneficiary. The Plan Administrator has forms on which you may designate the beneficiary to receive the death benefit. If you are married, then your spouse will automatically be the beneficiary of your death benefit unless your spouse consents to the designation of another beneficiary. If you are not married, then you are free to change your beneficiary designation at any time. If your spouse or other designated beneficiary should die before you, or if for some reason you do not designate a beneficiary or your designation is ineffective, then your death benefit will be paid to the personal representative of your estate, if one is appointed or, if not, to your next of kin under the laws of descent and distribution of your state of domicile at the time of your death.
- **C. DISABILITY.** If you become disabled while employed by your employer, then you will be entitled to receive 100% of the amount in your accounts. For purposes of the Plan, you will be disabled if you receive a determination from the Social Security Administration that you are eligible to receive disability retirement benefits under the federal Social Security Act.

- **D. SEVERANCE FROM EMPLOYMENT.** If you have a severance from employment with all adopting employers for reasons other than your retirement on or after your Normal Retirement Date (age 65), death or disability, then you will be entitled to receive the "vested" portion of your accounts. (See the Section entitled "WHAT IS THE VESTED PORTION OF MY ACCOUNTS?").
- E. IN-SERVICE DISTRIBUTION AFTER ATTAINMENT OF AGE 59½. After you reach age 59½, you may request an in-service distribution from the vested portions of your accounts. The Plan Administrator may limit the number of such in-service distributions that you can receive from the Plan during any Plan Year.
- F. IN-SERVICE DISTRIBUTION FROM ROLLOVER CONTRIBUTION ACCOUNT. You may receive an in-service distribution of all or any portion of your rollover contribution account under the Plan, if any, at any time. The Plan Administrator may limit the number of such in-service distributions that you can receive from the Plan during any Plan Year.

#### 14. WHAT IS THE VESTED PORTION OF MY ACCOUNTS?

For a description of the Plan's vesting provisions, see the Section in the Addendum to this Summary Plan Description entitled "VESTING."

#### 15. HOW AND WHEN ARE MY BENEFITS TO BE PAID?

#### Form of Payment.

If your vested account balance in the Plan exceeds \$5,000, then you may elect to have your benefit paid to you in a single lump payment, partial lump sum payments or monthly, quarterly or annual installment payments.

If your vested account balance in the Plan does not exceed \$5,000, then your benefit will be paid in a single lump sum payment.

If your benefit distribution is an eligible rollover distribution, then you may elect to have it directly rolled over to an eligible retirement plan, including an IRA.

If you die before you elect the form of your benefit payment, then your death benefit will be distributed to your beneficiary under the Plan in the form of a single lump sum payment.

#### Automatic IRA Rollovers.

The Plan provides that if you terminate employment and your vested interest in the Plan does not exceed \$5,000, then a lump sum distribution will be made to you as soon as administratively practicable following your termination of employment. However, you may elect whether to receive the distribution or to roll over the distribution to another eligible retirement plan such as an individual retirement account ("IRA").

After your termination of employment, you will be provided with further information regarding your distribution rights.

Applicable law requires that certain benefit distributions be automatically rolled over to an IRA unless the participant makes another election. If (1) you terminate employment and your vested account balance does not exceed \$5,000, (2) you do not elect either to receive or to roll over your benefit distribution and (3) your benefit distribution is paid prior to the date on which you attain your Normal Retirement Date (your 65th birthday) under the Plan, then your benefit distribution will be automatically rolled over to an IRA established on your behalf. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your IRA account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. In addition, your beneficiary designation under the Plan, if any, will not apply to the IRA. Instead, the terms of the IRA agreement will control in establishing a designated beneficiary under the IRA. You may transfer the IRA funds to another eligible retirement plan or IRA. You may contact the Plan Administrator for further information regarding the Plan's automatic IRA rollover provisions and the Plan's automatic IRA provider.

#### Timing of Payment.

If you are entitled to a retirement benefit, then the retirement benefit may be paid as soon as practicable following your actual retirement on or after your Normal Retirement Date.

In the event of your disability, death or other severance from employment with all adopting employers, your benefit payment may be paid as soon as practicable following your disability, death or other severance from employment.

Applicable law contains "required minimum distribution" rules. These required minimum distribution rules provide that your benefit payments must begin no later than your required beginning date. If you do not own more than 5% of your employer, then your required beginning date is April 1 of the calendar year following the calendar year in which you attain age 72 (age 70½ if your date of birth is prior to July 1, 1949) or, if later, April 1 of the calendar year following the calendar year in which you terminate employment with all adopting employers. If you own more than 5% of the employer, then your required beginning date is April 1 of the calendar year following the calendar year in which you attain age 72 (age 70½ if your date of birth is prior to July 1, 1949), even if you are still employed by your employer.

If at the time you are to receive your benefit distribution your vested account balance exceeds \$5,000, then you will not receive payment of your benefit unless you consent to the payment or unless you are required to receive a distribution pursuant to the required minimum distribution rules described in the preceding paragraph.

#### 16. WHAT IF THE PLAN BECOMES TOP-HEAVY?

Certain provisions relating to contributions under the Plan will take effect if the Plan as adopted by your employer is considered a "Top-Heavy Plan." If the Plan becomes a Top-Heavy Plan, you may receive a larger contribution under the Plan than you normally would, or you may receive a contribution when you would not normally be eligible to receive a contribution.

#### 17. ARE MY BENEFITS GUARANTEED BY THE PBGC?

No. Because the Plan is an individual account plan, your benefits are not guaranteed by the Pension Benefit Guaranty Corporation or any other entity or individual. However, your benefits are held in trust by the Trustee. As such, your benefits are not held as part of your employer's assets or the Plan Sponsor's assets.

#### 18. HOW DO I MAKE A CLAIM FOR BENEFITS?

#### How do I submit a claim for Plan benefits?

In general, benefits will be paid to you and your beneficiaries without the necessity of formal claims. The Plan Administrator will provide you with the information and paperwork necessary for you to receive a distribution of your benefits from the Plan after you terminate employment. For this reason, it is important that you advise the Plan Administrator in writing if your address changes. If you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request must be in writing and must be made to the Plan Administrator.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions, and other information relevant to the payment of the benefit.

#### What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician chosen by the Plan Administrator (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Plan Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies you, prior to the expiration of the

first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Plan Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- (e) In the case of disability benefits where the disability is determined by a physician chosen by the Plan Administrator:
- (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
- (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied or deemed denied, and you want to submit your claim for review, you must follow the Claims Review Procedure below. You are required to exhaust all administrative remedies under the Plan, including the use of the Claims Review Procedure, prior to filing a suit in state or federal court or requesting arbitration, regarding the claim.

#### What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

(a) YOU MUST FILE THE CLAIM IN WRITING FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS, OR IF NO WRITTEN DENIAL OF YOUR CLAIM WAS PROVIDED, NO LATER THAN 60 DAYS AFTER THE DEEMED DENIAL OF YOUR CLAIM.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN CHOSEN BY THE PLAN ADMINISTRATOR, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM IN WRITING FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Plan Administrator, then the Claims Review Procedure provides that:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- (b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician chosen by the Plan Administrator, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of disability benefits where disability is determined by a physician chosen by the Plan Administrator:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination,

applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court, only after you have exhausted all administrative remedies under the Plan, including the use of the Claims Review Procedure. However, in order to file a suit in state or federal court, you must file the suit no later than 180 days after the Plan Administrator makes a final determination to deny your claim.

### What are the Plan's Arbitration Provisions?

In the event that your claim is denied by the Plan Administrator and you have exhausted all administrative remedies under the Plan (including all mandatory levels of appeal) under the Plan's Claims Review Procedure, you or the Plan Administrator have the right to compel binding arbitration with respect to the claim. If you or the Plan Administrator chooses to compel arbitration, then the process and procedure shall be governed by the rules of the American Arbitration Association. The arbitrator will be bound by the substantive terms of the Plan and ERISA (including, but not limited to, the standard of review required by ERISA). All claims pertaining to the Plan shall be required to be submitted to binding arbitration in this manner, unless such a requirement is prohibited by applicable law or regulation. Except with respect to claims as to which binding arbitration may not be compelled, no claim may be brought in any other manner or any other forum.

## 19. CAN MY SHARE IN THE PLAN BE ASSIGNED OR ATTACHED?

Generally not. In most cases, if your benefit in the Plan has not been paid to you, your benefit in the Plan generally cannot be pledged or assigned by you, or reached by any of your creditors. However, if a court issues a domestic relations order (such as a divorce order), benefits that otherwise would be paid to you may be required to be paid to your spouse, former spouse or child.

You may request from the Plan Administrator a copy (at no charge) of the procedures used by the Plan to determine whether a domestic relations order is a "qualified domestic relations order" pursuant to the Internal Revenue Code and ERISA.

The United States government can use your benefit under the Plan to enforce a federal tax levy and collect a judgment resulting from an unpaid tax assessment.

In addition, if you are involved in the administration of the Plan and you are involved in a crime or a breach of fiduciary duty under ERISA involving the Plan, your benefit under the Plan may be reduced by the amount that you are ordered by a court, or otherwise required, to pay to the Plan.

## 20. DOES THE PLAN REDUCE MY SOCIAL SECURITY BENEFITS OR PAYMENTS?

No. The benefits of the Plan are in addition to any Social Security benefits or payments you may receive.

#### 21. WHAT ARE MY RIGHTS UNDER THE PLAN?

The following statement is required by federal law and regulations concerning your rights under the Plan:

As a participant in this Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish you with a copy of this summary annual report.

Obtain a statement of your Account under the Plan. You must direct this request in writing to the Plan Administrator. You may request a statement only once a year and the Plan must provide the statement free of charge.

Receive, upon written request to the Plan Administrator, information as to whether a particular employer is a sponsor of, or participating employer in, the Plan, and if so the employer's address.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called 'fiduciaries' of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. Although your participation in the Plan is not a guarantee of continued employment with your employer, no one (including the employers, a union, or any other person) may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. In either case, you must exhaust all administrative remedies available under the Plan, including the use of the Claims Review Procedure described in the Section entitled "HOW DO I MAKE A CLAIM FOR BENEFITS?" above, prior to filing a suit in state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you may contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### 22. MAY THE PLAN BE AMENDED OR TERMINATED?

The Plan Sponsor has the right to amend the Plan at any time. In addition, your employer has the right to amend certain provisions of the Plan with the consent and approval of the Plan Sponsor. The Plan Sponsor has the right to terminate the Plan at any time. Thus, your rights as discussed in this Summary Plan Description may be changed. However, if they are changed materially, the Plan Administrator will notify you of the change.

Your employer intends to continue the Plan and to make contributions to it for an indefinite period. However, your employer has the right to discontinue contributions to the Plan.

If the Plan is completely terminated or if all contributions to the Plan are permanently discontinued, then you will generally be 100% vested in your accounts under the Plan without regard to the number of years you have worked for your employer. Discontinuance of participation in the Plan by your employer does not constitute either (1) a termination of the Plan or (2) a permanent discontinuance of all contributions to the Plan.

#### 23. WHAT EXPENSES MAY BE PAID FROM THE PLAN?

The Plan permits the payment of Plan related expenses to be made from the Plan assets. If an employer or the Plan Sponsor does not pay these expenses, then the expenses paid using the Plan's assets may be allocated among the accounts of participants in the Plan or paid from forfeitures.

The Plan Administrator will periodically provide participants with fee disclosures that provide more specific and detailed information regarding fees.

#### **APPENDIX**

Name of Plan:

Paychex Pooled Employer 401(k) Plan

Type of Plan:

401(k) Profit Sharing Plan

Plan Sponsor:

Paychex Retirement LLC

IRS Employer Identification No. of sponsor of the Plan:

85-3275179

Employer (and EIN) whose employees are covered by the Plan:

Asseff Enterprises LLC 87-3757486

Plan number assigned by sponsor of the Plan:

001

Name, business address and telephone number of Plan Administrator:

Paychex Retirement LLC

Attn: Paychex Pooled Employer 401(k) Plan Committee

911 Panorama Trail South

Rochester, NY 14625

(585) 385-6666

Service of legal process may be made on the Trustee of the Plan or the Plan Administrator.

Name and business address of the Trustee of the Plan:

Mid Atlantic Trust Company Suite 103-E

Suite 103-L

330 S. Poplar Avenue

Pierre, SD 75701

Plan Year: January 1 to December 31

Effective Date of this Summary Plan Description (other than applicable Summaries of Material Modification (if any), which are effective as set forth therein): 08/01/2022

#### **ADDENDUM**

#### **PLAN CONTRIBUTIONS**

401(k) Elective Contributions: You may contribute a portion of your compensation (up to a maximum percentage of your compensation, as determined by the Plan Administrator) to the Plan each Plan Year through payroll deduction by entering into an agreement to defer a portion of your compensation into the Plan. However, your 401(k) elective contributions for any calendar year cannot exceed the dollar limitation set by federal law for that calendar year. The dollar limitation is \$19,500 for 2021. After 2021, the dollar limitation may be increased for cost of living adjustments. This dollar limitation applies to the total amount of your 401(k) elective contributions (both pre-tax 401(k) contributions and Roth 401(k) contributions, as applicable) made to all 401(k) arrangements in which you participate and to other deferral contributions made to other cash or deferred arrangements in which you participate, including section 403(b) plans, SIMPLE IRAs, and SARSEPs. If you have questions regarding the impact of contributions to other plans on this limit, contact the Plan Administrator.

In addition to any limitation, as determined by the Plan Administrator, on the percentage of compensation that you may contribute to the Plan as 401(k) elective contributions, other payroll deductions, including but not limited to Social Security taxes, Medicare taxes, pre-tax medical and dental premiums, and 401(k) participant loan repayments, may limit the amount of 401(k) elective contributions that you can contribute to the Plan.

Notwithstanding the above, if you are age 50 or older, or if your 50th birthday is during the current Plan Year, then you may elect to contribute additional 401(k) elective contributions to the Plan through payroll deduction. These additional amounts are called "catch-up contributions". Catch-up contributions can be contributed to the Plan regardless of other limitations applicable to 401(k) elective contributions. The maximum catch-up contribution that you can make to the Plan is \$6,500 for 2021. After 2021, the maximum catch-up contribution amount may be increased for cost of living adjustments. However, like the dollar limitation described in the first paragraph above, the catch-up contribution limit is an aggregate limit that applies to all 401(k) arrangements, 403(b) plans, SIMPLE IRAs, and SARSEPs in which you participate.

If your 401(k) elective contributions and other deferral contributions for a calendar year exceed the applicable dollar limitation (described above) for that calendar year, then you must include any excess in your taxable income for such calendar year. In addition, any excess must be returned to you by April 15 of the year following the calendar year in which the excess arose.

Otherwise, you may be taxed on the excess a second time when the excess is ultimately distributed to you. You are responsible for notifying the Plan Administrator if you have exceeded the applicable dollar limitation because you participated in more than one plan during a calendar year. If you participate in more than one plan during a calendar year and exceed the applicable dollar limitation for the calendar year, then you must notify the Plan Administrator no later than March 15 of the following calendar year if you want the Plan to distribute the excess amount from this Plan. Failure to do so can result in adverse tax consequences for you.

You may elect to stop payroll deduction of your 401(k) elective contributions on a prospective basis at any time in accordance with procedures established by the Plan Administrator. Such election shall become effective as soon as administratively practicable after it is made. If you stop payroll deduction of your 401(k) contributions, you may later enter into a new salary reduction agreement in accordance with procedures established by the Plan Administrator. Such election shall become effective only on a prospective basis as soon as administratively practicable after it is made.

You may also elect to change your 401(k) elective contribution payroll deduction election prospectively in accordance with procedures established by the Plan Administrator. Such election shall become effective as soon as administratively practicable after it is made.

The Plan provides for two types of 401(k) elective contributions, pre-tax 401(k) contributions and Roth 401(k) contributions. You may elect to make pre-tax 401(k) contributions and/or Roth 401(k) contributions to the Plan from your pay each Plan Year.

With pre-tax 401(k) contributions, your taxable income is reduced by the amount of your pre-tax 401(k) contributions so you pay less in federal income taxes. Later, when the Plan distributes your pre-tax 401(k) contributions and earnings thereon, you will pay taxes on the amount distributed unless you roll over the distribution to an eligible retirement plan, including ar IRA.

With Roth 401(k) contributions, you must pay current income tax on the Roth 401(k) contributions. If you elect to make Roth 401(k) contributions, then the Roth 401(k) contributions are subject to federal income taxes in the year of the contribution. However, when you receive a distribution of your Roth 401(k) contributions the distribution of your Roth 401(k) contributions is not subject to federal income taxes. In addition, if the distribution is a "qualified distribution," as defined below, then when you receive a distribution of the investment earnings on the Roth 401(k) contributions the distribution of the investment earnings on the Roth 401(k) contributions

is not subject to federal income taxes. In order for the investment earnings to be distributed tax-free, the distribution must be a *qualified* distribution from your Roth 401(k) contribution account.

In order to be a *qualified* distribution, the distribution must occur after one of the following: (1) your attainment of age 59½, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning with the first day of the calendar year in which you first make a Roth 401(k) contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan). For example, if you made your first Roth 401(k) contribution under this Plan on November 30, 2021, then your 5-year participation period ends on December 31, 2025. It is not necessary that you make a Roth 401(k) contribution in each of the five years.

If a distribution from your Roth 401(k) contribution account is not a qualified distribution, then the investment earnings distributed with the Roth 401(k) contributions will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the investment earnings that are distributed.

Before you receive a distribution, the Plan Administrator will deliver to you a more detailed explanation of your options. However, the tax rules are very complex and you should consult with your own tax, legal, financial or other qualified advisor before making a choice.

Roth 401(k) contributions are otherwise generally treated in the same manner as pre-tax 401(k) contributions. This means that these amounts are always fully vested and are subject to the same distribution restrictions and provisions set forth in this Summary Plan Description and the Plan.

Fixed Matching Contribution: Your employer will contribute a fixed matching contribution to your account under the Plan. The fixed matching contribution will be equal to 100% of your 401(k) elective contributions that do not exceed 3% of your compensation for the Plan Year.

Nonelective Contributions: Discretionary nonelective contributions may be made to the Plan on your behalf by your employer. Your employer will determine the amount of the nonelective contribution, if any, that will be made to the Plan.

The nonelective contributions, if any, for a Plan Year are credited to you on the basis of your compensation for the Plan Year.

You will share in the nonelective contributions, if any, in the same ratio that your compensation during the Plan Year bears to the total compensation of all participants during the Plan Year.

You are generally entitled to receive the discretionary nonelective contribution for a Plan Year only if you satisfy the following requirement(s):

you are employed by your employer on the last day of the Plan Year.

Rollover and Transfer Contributions: The Plan also permits you to rollover or transfer funds from certain types of IRAs and retirement plans. Rollover and transfer contributions are allocated to separate accounts established for you and each of the other participants who make rollover or transfer contributions. The rules as to what type of benefits from other plans may be rolled over or transferred into this Plan are detailed. Therefore, if you would like to take advantage of the rollover or transfer provisions, please contact the Plan Administrator.

Compensation: For purposes of the Plan compensation has a special meaning. Compensation is defined as your total compensation for the Plan Year for services that you provide to your employer, as reported on your Form W-2 from the Plan Sponsor. Your compensation also includes any pre-tax contributions that you make to a 401(k) plan, a 403(b) plan, a section 132(f)(4) qualified transportation fringe benefit plan, a section 457(b) plan, a section 125 cafeteria plan or a section 402(e)(3) or 402(h)(1)(B) arrangement.

If you are a self-employed individual, your compensation will be equal to your earned income as defined under the Internal Revenue Code.

For the Plan Year beginning on January 1, 2021, the maximum amount of annual compensation that may be taken into consideration for Plan purposes is \$290,000. This amount may be increased after 2021 for cost-of-living adjustments.

For purposes of calculating contributions, compensation paid prior to your "entry date" will not be taken into account. In addition, some compensation payments that are paid to you after

you terminate employment with your employer are not included in the definition of compensation.					

#### **APPENDIX**

#### **VESTING**

You are fully vested at all times in any 401(k) elective contributions and rollover contributions you make to the Plan. You are also fully vested at all times in any 401(k) safe harbor contributions that are made to the Plan on your behalf, other than qualified automatic contribution arrangement 401(k) safe harbor contributions.

### Vesting - Discretionary and Fixed Matching Contributions

The vested portion of your accounts containing discretionary matching contributions and fixed matching contributions will be determined in accordance with the following schedule based upon your Years of Service:

TOTAL NUMBER OF YEARS OF SERVICE	VESTED INTEREST
Less than 2 Years of Service	0%
2 years, but less than 3 years	20%
3 years, but less than 4 years	40%
4 years, but less than 5 years	60%
5 years, but less than 6 years	80%
6 years or more	100%

### Vesting - Discretionary Nonelective Contributions

The vested portion of your accounts containing discretionary nonelective contributions will be determined in accordance with the following schedule based upon your Years of Service:

TOTAL NUMBER OF YEARS OF SERVICE	VESTED INTEREST
Less than 2 Years of Service	0%
2 years, but less than 3 years	20%
3 years, but less than 4 years	40%

4 years, but less than 5 years	60%
5 years, but less than 6 years	80%
6 years or more	100%

You will be credited with a Year of Service for vesting purposes for each Plan Year in which you complete at least 1,000 Hours of Service.

If you terminate employment with your employer as a result of disability (as defined in Section 15), or after you reach your Normal Retirement Date (age 65), then you are 100% vested in all of your accounts. In addition, if your employment with your employer is terminated as a result of your death or if you die while performing qualified military service (as defined by applicable law), then 100% of the amount in your accounts will be paid to your beneficiary.

The vested percentage is the portion of your accounts that is not lost upon your severance from employment. If you leave before you are fully vested (that is, before you are entitled to get all of your account balances), the amount in which you are not vested will be forfeited after you incur five consecutive One Year Breaks in Service or, if earlier, when you are "cashed out." You are "cashed out" if you receive the entire vested portion of your accounts.

For these purposes, a "One Year Break in Service" is a Plan Year in which you complete fewer than 501 Hours of Service. However, in some cases, if you are absent because you have had (or adopted) a child, you might not incur a One Year Break in Service for certain parts of your absence.

If you are less than 100% vested and are cashed out prior to incurring five consecutive One-Year Breaks in Service, and you are then subsequently reemployed by your employer or another employer that has adopted the Plan, then you have the right to repay such distribution under the following conditions: you must repay the amount previously paid to you before the earlier of (1) five years from the date on which you are subsequently reemployed, or (2) the date you incur five consecutive One Year Breaks in Service following the date of the distribution. If you repay your distribution in full as provided above, then the amount previously forfeited will be restored to your account.

Employer contributions, if any, forfeited during a Plan Year may be used to pay appropriate Plan expenses, to reduce Employer contributions (other than elective contributions) or as a nonelective contribution allocation (or any combination of those options).

#### **APPENDIX**

#### **ELIGIBILITY**

If you are not excluded from being eligible to participate in the Plan, then you will become a participant in the Plan after you satisfy the requirements described below. The following individuals are excluded from being eligible to participate in the Plan: (1) an employee who is covered by a collective bargaining agreement unless such collective bargaining agreement provides for participation in the Plan by such employee, (2) an employee who is a non-resident alien and who does not receive earned income from sources within the United States, and (3) ar individual whose employment status has not been recognized by the completion of Internal Revenue Service Form W-4 and who is not treated as a common law employee of the employer.

In order to be eligible to become a participant in the Plan, you must satisfy the age and service requirements described below. Once you satisfy the age and service requirements described below you will become a participant in the Plan on the "entry date" that is coincident with or immediately following the date that you satisfy both the age and service requirements. The entry dates under the Plan are every day of the Plan Year.

If your employment with your employer is terminated for any reason after you have become eligible to participate but before the entry date on which you are to become a participant, then you will not become a participant in the Plan.

# 401(k) Elective Contributions, 401(k) Safe Harbor Contributions and Qualified Automatic Contribution Arrangement 401(k) Safe Harbor Contributions

#### Age Requirement

You must be at least age 21 in order to be eligible to participate in the Plan for purposes of 401(k) elective contributions, 401(k) safe harbor contributions and qualified automatic contribution arrangement 401(k) safe harbor contributions.

#### Service Requirement

You must complete one Year of Service in order to be eligible to participate in the Plan for purposes of 401(k) elective contributions, 401(k) safe harbor contributions and qualified automatic contribution arrangement 401(k) safe harbor contributions. You will have completed

one Year of Service for eligibility purposes if you are credited with at least 1,000 Hours of Service during the 12-month period beginning on the day you start to work for your employer. If you do not complete one Year of Service in the 12-month period beginning on the day you start work for your employer, then you will have completed one Year of Service if you are credited with at least 1,000 Hours of Service in any Plan Year that begins after the day you first start work for your employer. You will complete a Year of Service for eligibility purposes on the last day of the 12-month period described above or the Plan Year, if applicable, regardless of when during the 12-month period or Plan Year you are credited with 1,000 Hours of Service.

**Example.** If you came to work for your employer on July 15, and in the 12-month period from July 15 through the next following July 14, you are credited with at least 1,000 Hours of Service, then you will have one Year of Service as of July 14. If you are not credited with at least 1,000 Hours of Service in the 12-month period from July 15 through the next following July 14, then you will have completed one Year of Service on the last day of the first Plan Year (that begins after you first start to work for your employer) in which you are credited with at least 1,000 Hours of Service.

# Matching Contributions (Other Than 401(k) Safe Harbor Matching Contributions and Qualified Automatic Contribution Arrangement 401(k) Safe Harbor Matching Contributions)

#### Age Requirement

You must be at least age 21 in order to be eligible to participate in the Plan for purposes of matching contributions (other than 401(k) safe harbor matching contributions and qualified automatic contribution 401(k) arrangement safe harbor matching contributions).

#### Service Requirement

You must complete one Year of Service in order to be eligible to participate in the Plan for purposes of matching contributions (other than 401(k) safe harbor matching contributions and qualified automatic contribution arrangement 401(k) safe harbor matching contributions). You will have completed one Year of Service for eligibility purposes if you are credited with at least 1,000 Hours of Service during the 12-month period beginning on the day you start to work for your employer. If you do not complete one Year of Service in the 12-month period beginning on the day you start work for your employer, then you will have completed one Year of Service if you are credited with at least 1,000 Hours of Service in any Plan Year that begins after the day you first start work for your employer. You will complete a Year of Service for eligibility purposes on the last day of the 12-month period described above or the Plan Year, if applicable, regardless of when during the 12-month period or Plan Year you are credited with 1,000 Hours

of Service.

**Example.** If you came to work for your employer on July 15, and in the 12-month period from July 15 through the next following July 14, you are credited with at least 1,000 Hours of Service, then you will have one Year of Service as of July 14. If you are not credited with at least 1,000 Hours of Service in the 12-month period from July 15 through the next following July 14, then you will have completed one Year of Service on the last day of the first Plan Year (that begins after you first start to work for your employer) in which you are credited with at least 1,000 Hours of Service.

Nonelective Contributions (Other Than 401(k) Safe Harbor Nonelective Contributions and Qualified Automatic Contribution 401(k) Arrangement Safe Harbor Nonelective Contributions)

#### Age Requirement

You must be at least age 21 in order to be eligible to participate in the Plan for purposes of nonelective contributions (other than 401(k) safe harbor nonelective contributions and qualified automatic contribution arrangement 401(k) safe harbor nonelective contributions).

#### Service Requirement

You must complete one Year of Service in order to be eligible to participate in the Plan for purposes of nonelective contributions (other than 401(k) safe harbor nonelective contributions and qualified automatic contribution arrangement 401(k) safe harbor nonelective contributions). You will have completed one Year of Service for eligibility purposes if you are credited with at least 1,000 Hours of Service during the 12-month period beginning on the day you start to work for your employer. If you do not complete one Year of Service in the 12-month period beginning on the day you start work for your employer, then you will have completed one Year of Service if you are credited with at least 1,000 Hours of Service in any Plan Year that begins after the day you first start work for your employer. You will complete a Year of Service for eligibility purposes on the last day of the 12-month period described above or the Plan Year, if applicable, regardless of when during the 12-month period or Plan Year you are credited with 1,000 Hours of Service.

**Example.** If you came to work for your employer on July 15, and in the 12-month period from July 15 through the next following July 14, you are credited with at least 1,000 Hours of Service, then you will have one Year of Service as of July 14. If you are not credited with at least 1,000 Hours of Service in the 12-month period from July 15 through the next following July

14, then you will have completed one Year of Service on the last day of the first Plan Year (that begins after you first start to work for your employer) in which you are credited with at least 1,000 Hours of Service.

# Paychex Pooled Employer 401(k) Plan Qualified Default Investment Alternative Notice

To comply with Department of Labor regulations pertaining to Qualified Default Investment Alternatives (QDIAs), this notice is distributed to all employees eligible to participate in the company-sponsored retirement Plan. Unless your employer indicates otherwise, all contributions made to the Plan identified will be invested in funds that you select.

**Important:** Carefully read and consider the following information as it contains important information regarding some Plan rules. As a participant in the company-sponsored Plan, you have the right to direct how the assets in your account will be invested. This notice explains how Plan contributions will be invested when you fail to provide instructions as to how the assets held in your account will be invested.

Section One	e: Plan Information
Client Name	Asseff Enterprises Lic
Notice Date	07/19/2022
Name of Plan	Paychex Pooled Employer 401(k) Plan
Plan Sequenc	e Number 1 Plan Year End December 31, 2022
Section Two	e: Plan Default Investment Fund
You have the rig provide investm	ation of When Default Investment Fund Is Used that to select and direct the investment option(s) for the contributions made to the Plan on your behalf. However, if you fail to ent direction (that is, you do not provide a valid instruction as to how the contributions should be invested), the contributions will Qualified Default Investment Alternative (QDIA).
Part B. Descrip	otion of the Default Investment Fund
order to admeye	restment option under the Plan which is generally intended to promote the long-term capital growth of your account balance in meaningful retirement savings. All amounts contributed to the Plan for which you have not provided investment direction will be collowing default investment:  STATE STREET TARGET RETIREMENT K  NAME OF DEFAULT INVESTMENT
Does the Plan u	use a Target Date Investment Series as its primary default fund (specified above)?   Yes No
If yes, contribut necessary to se	ions will be allocated to the applicable fund within the Target Date Investment Series based on your age. If information elect a target date fund is unavailable, all amounts contributed to the Plan for which you have not provided investment invested in the following default fund:  AMERICAN FUNDS AMERICAN BALANCED R6
	NAME OF SECONDARY DEFAULT FUND
Does the Plan us	Investment of Plan Contributions for Initial 90 Days se a default fund (identified below) that applies only to the first 90 days that the contributions are held in the Plan?  Yes No
If yes, the contrib	utions will be automatically transferred after the initial 90 days to the default fund identified in Part B.
	NAME OF 90 DAY DEFAULT FUND
Part D. How to You should provide	Provide Investment Instruction de investment instruction de investment Services website at https://www.paychexflex.com.
When plan contri option available u	butions are invested into the Plan's default fund, you have the ability to transfer those contributions to another investment under the Plan. Should you choose to move these funds to one of the other available investment options, you will not incur any uption fees. Please refer to the fund's prospectus for additional information regarding the fees and expenses associated with
and expenses tha	g any movement of funds, please review the fund prospectus for policies regarding frequent trading and market timing, if any. the Plan Administrator to obtain information regarding the specific investment(s) that will serve as the QDIA, fees at may be associated with the QDIA, and alternative investments available under the Plan. This information is also available Paychex Online Retirement Services website at https://www.paychexflex.com.
	e: Contact Information
	ons or require further information, please contact the following:
Plan Administrato	Paychex Retirement LLC,
Address <u>1175</u>	John Street
City West He	nrietta State NY Zip 14586
Telephone 866-	385-5005



Payroll • HR • Retirement • Insurance

Asseff Enterprises LLC 0944-18152762 07/19/2022

## Fee Disclosure Statement for Participants of the Paychex Pooled Employer 401(k) Plan

#### Overview

As a participant in the Paychex Pooled Employer 401(k) Plan (the "Plan"), which has been adopted by your employer, you are entitled to know the fees and expenses incurred to operate the plan that are paid by participant assets. The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), requires that the plan administrator provide the disclosures of these fees to you, on or before the date you can first direct your investments, and annually thereafter.

The disclosure of fees is intended to make you aware of the rights and responsibilities associated with the options made available under the plan so that you may make informed decisions regarding the management of your account.

The types of information that must be disclosed are both plan-related and investment-related. Plan-related information includes general operational and identifying information, administrative expenses, and individual expenses. Investment-related information is included on a separate chart which details the fee information of the investment alternatives made available by the plan.

#### Part One: General Plan Information

#### Enrollment

Participants and beneficiaries can enroll and make investment changes at any time once eligible to participate in the plan. They can enroll via the internet, by mobile app, or by completing an Enrollment/Change Form and either faxing or mailing it to Paychex.

- http://www.paychexflex.com
- Fax: 585-389-7252
- Mail correspondence:

Paychex

Attn: 401(k) Participant Support

1175 John St., West Henrietta, NY 14586

#### **Plan Investment Changes**

There are no limitations on the frequency of when investment changes may be made; however, there may be fees associated with such changes. Review the attached Investment Chart or the fund's prospectus for additional information.

#### Voting of Proxy

The plan administrator shall have responsibility for instructing the trustee as to voting and the tendering of shares relating to assets held by the trust, by proxy or in person, except to the extent such responsibility is delegated to another person, under the terms of the plan or under an agreement between the adopting employer and an investment manager, in which case such persons shall have such responsibility.

## Part Two: Administrative Expenses

Administrative expenses for such duties as recordkeeping, plan administration, document services, delivery of participant communications, trustee services, investment management, plan audit, fiduciary bonding, beneficiary tracking, accounting, tax form preparation, and legal fees may be paid by the employer or by the plan. Paychex charges administrative fees for the services provided to the plan. Paychex administrative expenses include monthly Administrative fees, a Pooled Employer Plan Fee, per participant fees, and set up fees. Your employer also has the option to be reimbursed by the plan for

expenses they have paid. In the event your employer elects to have fees paid by plan assets the fees will be deducted pro-rata based on the account balances and will be specified on your quarterly participant benefit statement as Plan Administration Fee.

In the event that the employer decides to transfer plan assets attributable to its eligible employees to a new service provider, there may be a plan transfer fee charged for services associated with the transfer process. The employer could determine to pay the expense with plan assets. If the expense is paid by plan assets, it will be deducted on a pro-rata basis from all account balances, and the portion applied to your account will be reflected on your quarterly participant benefit statement.

The actual fee(s) for administrative expenses assessed against your account will be specified on your quarterly participant benefit statement.

### Part Three: Individual Expenses

The following expenses may be charged against your account as set forth below. The actual fee(s) for any individual expenses assessed will be listed on your quarterly participant benefit statement.

Type of Fee	Description	Amount		
Loan Fee	Fee charged for the initial processing of a loan request including preparation of amortization schedule.	\$175 general purpose loan \$325 primary residence loan		
Distribution Fee	Fee charged for processing a distribution of plan assets.	\$75		
Residual Distribution Fee	Fee charged for processing of residual distributions initiated by Paychex. Residual distributions pay out any remaining money added to the account after a full distribution.	\$25		
Wire/ACH Fee	Fee charged for sending loans and distributions as an automated clearing house (ACH) transaction or via wire transfer.	\$18		
Stale Check Fee	Fees charged to participants who fail to cash their distribution check by Paychex and third-party vendor. The amount of the fee depends on the services that are necessary to locate the participant.	\$75 - Stale Check Processing to remit to Third-party vendor.		
Check Reissue Fee	Fee charged for requiring a change in the method of distribution from cash to rollover or vice versa.	\$75		
Managed Account Fee	Fee for using GuidedChoice® managed account services. GuidedChoice® provides investment advisory services to retirement Participants. Services are delivered through online-based software, telephone, paper application and face-to-face meetings. Individuals may receive projections of potential income at retirement, based upon the current value of retirement assets, expected future contributions, earnings and social security. Based upon specific information, income, asset level, risk tolerance and the retirement goal established, recommended changes to saving rate, investment allocation, risk level and retirement age may be provided. Paychex does not deliver the GuidedChoice® managed account services or make recommendations as to the selection of an advice provider or investments.	45 bps or .45% of the first \$100,000 in assets with an annual maximum of \$450 regardless of asset level. These fees are prorated and charged on a quarterly basis.		

Type of Fee	Description	Amount
Front/Back-End Load Fee	Sales charge or commission to compensate a sales intermediary, such as a broker or financial advisor, for their time and expertise in selecting an appropriate investment option for the investor.	None/waived
Redemption Fee	A fee assessed by an investment company to discourage short-term in and out trading of mutual fund shares.  Redemption fees are credited directly to the investments' assets, not to the investment company. They are quoted as a percentage of sale proceeds sold within a specified period of time.	Refer to Section II, Fee and Expense Information of the Investment Chart.
Qualified Domestic Relations Order (QDRO) Processing Fee	Fee charged to the Participant for calculation and division of individual Participants Plan assets pursuant to a QDRO.	\$500 - Use of standard form provided by Payche: \$1,200 - Use of custom or modified standard form

#### **Investment Chart**

This chart includes important information to help you compare the investment options under your retirement plan. Additional information about your investment options and hardcopies can be obtained via the investment option's Web site(s) listed in the chart or by contacting Paychex Retirement LLC, 1175 John Street, West Henrietta, NY 14586, 866-385-5005.

The investment options available within the plan may include certain trading guidelines, imposed by the Investment Company, that restrict or limit the frequency in which purchase, transfer or withdrawals may be made. Any restrictions or limitations are identified in Section II of the Investment Chart under the Shareholder-Type Fees section. This information may also be found in each investment option's prospectus, where applicable, or on the investment option's website.

#### **Section I. Performance Information**

The Variable Return Investments table focuses on the performance of investment options that do not have a fixed or stated rate of return. This table shows how these options have performed over time and allows you to compare them with an appropriate benchmark for the same time periods. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an option's principal risks is available on the Web site(s).

Variable Return Investments

Name/ Type of Option	Ticker Symbol	Average Annual Total Return as of 06/30/22	Benchmark 1yr. 5yr. 10yr. Since
	*	1yr. 5yr. 10yr. Since Inception	Inception
Bond Funds			
JPMORGAN CORE	JCBUX	(9.46%) 1.40% 1.89% 3.71%	(10.29%) 0.88% 1.54% 3.25%
BOND R6/		www.jpmorganfunds.com	Bloomberg US Agg Bond TR USD
Intermediate -			
Term Bond			
STATE STREET	SSFEX	(10.31%) 0.82% N/A 1.42%	(10.29%) 0.88% 1.54% 1.53%
AGGREGATE BOND		www.ssga.com/	Bloomberg US Agg Bond TR USD
INDEX K/			
Intermediate -			
Term Bond			
Equity Funds			
AMERICAN FUNDS	RLBGX	(8.19%) 7.19% 9.06% 10.41%	(13.64%) 4.91% 6.32% 7.71%
AMERICAN	444 5	www.americanfunds.com	Morningstar Mod Tgt Risk TR USD
BALANCED R6/	may a		
Allocation 50			
- 70% Equity			
FIDELITY	FSMAX	(29.92%) 6.43% 10.26% 10.79%	(29.57%) 8.88% 11.50% 11.68%
EXTENDED		www.fidelity.com	Russell Mid Cap Growth TR USD
MARKET INDEX/			
Mid - Cap			
Blend			
MFS INTL	MDIZX	(19.60%) 4.33% 6.52% 3.54%	(19.42%) 2.50% 4.83% 1.35%
DIVERSIFICATIO		www,mfs.com	MSCI ACWI Ex USA NR USD
N R6/			
Foreign Large			
Blend			

Name/ Type of Option	Ticker Symbol	Average Annual Total Return as of 06/30/22	Benchmark 1yr. 5yr. 10yr. Since
		lyr. 5yr. 10yr. Since Inception	Inception
STATE STREET EQUITY 500 INDEX K/ Large Blend	SSSYX	(10.65%) 11.23% N/A 10.51% www.ssga.com/	(13.04%) 11.00% 12.82% 10.32% Russell 1000 TR USD
STATE STREET GLOBAL ALL CAP EQUITY EX-US INDEX K/ Foreign Large Blend	SSGLX	(19.74%) 2.59% N/A 2.16% www.ssga.com/	(19.42%) 2.50% 4.83% 2.18% MSCI ACWI Ex USA NR USD
STATE STREET TARGET RETIREMENT 2020 K/ Target Date 2020	SSBOX	(10.31%) 4.95% N/A 5.01% www.ssga.com/	(13.95%) 4.36% 5.81% 4.47% Morningstar Lifetime Mod 2020 TR USD
STATE STREET TARGET RETIREMENT 2025 K/ Target Date 2025	SSBSX	(12.52%) 5.79% N/A 5.81% www.ssga.com/	(14.87%) 4.66% 6.49% 4.84%  Morningstar Lifetime Mod 2025 TR  USD
STATE STREET TARGET RETIREMENT 2030 K/ Target Date 2030	SSBYX	(14.63%) 6.12% N/A 6.18% www.ssga.com/	(15.55%) 5.07% 7.23% 5.30% Morningstar Lifetime Mod 2030 TR USD
STATE STREET TARGET RETIREMENT 2035 K/ Target Date 2035	SSCKX	(15.75%) 6.36% N/A 6.44% www.ssga.com/	(15.92%) 5.52% 7.83% 5.75% Morningstar Lifetime Mod 2035 TR USD
STATE STREET TARGET RETIREMENT 2040 K/ Target Date 2040	SSCQX	(16.33%) 6.59% N/A 6.64% www.ssga.com/	(16.14%) 5.87% 8.18% 6.06% Morningstar Lifetime Mod 2040 TR USD
STATE STREET TARGET RETIREMENT 2045 K/ Target Date 2045	SSDEX	(16.99%) 6.78% N/A 6.81% www.ssga.com/	(16.28%) 6.03% 8.28% 6.19% Morningstar Lifetime Mod 2045 TR USD

Name/ Type of Option	Ticker Symbol	Average Annual Total Return as of 06/30/22 lyr. 5yr. 10yr. Since Inception	Benchmark 1yr. 5yr. 10yr. Since Inception
STATE STREET TARGET RETIREMENT 2050 K/ Target Date 2050	SSDLX	(17.51%) 6.82% N/A 6.80% www.ssga.com/	(16.40%) 6.04% 8.25% 6.17%  Morningstar Lifetime Mod 2050 TR  USD
STATE STREET TARGET RETIREMENT 2055 K/ Target - Date 2055	SSDQX	(17.55%) 6.81% N/A 6.80% www.ssga.com/	(16.53%) 5.99% 8.17% 6.11% Morningstar Lifetime Mod 2055 TR USD
STATE STREET TARGET RETIREMENT 2060 K/ Target - Date 2060+	SSDYX	(17.46%) 6.82% N/A 6.80% www.ssga.com/	(16.66%) 5.91% 8.07% 6.03% Morningstar Lifetime Mod 2060 TR USD
STATE STREET TARGET RETIREMENT 2065 K/ Target - Date 2060+	SSFKX	(17.56%) N/A N/A 12.69% www.ssga.com/	(16.66%) 5.91% 8.07% 14.47% Morningstar Lifetime Mod 2060 TR USD
STATE STREET TARGET RETIREMENT K/ Target Date Retirement	SSFOX	(9.33%) 3.96% N/A 3.85% www.ssga.com/	(10.02%) 3.85% 4.25% 3.66% Morningstar Lifetime Mod Incm TR USD
T. ROWE PRICE SMALL-CAP VALUE I/ Small Blend	PRVIX	(14.68%) 6.80% 9.95% 9.56% www.troweprice.com	(25.20%) 5.17% 9.35% 7.20% Russell 2000 TR USD
VANGUARD GROWTH INDEX ADML/	VIGAX	(21.87%) 12.90% 13.87% 7.09% www.vanguard.com	(18.77%) 14.29% 14.80% 6.72% Russell 1000 Growth TR USD
Large Growth VANGUARD VALUE INDEX ADML/ Large Value	VVIAX	(1.90%) 9.22% 11.77% 6.87% www.vanguard.com	(6.82%) 7.17% 10.50% 6.91% Russell 1000 Value TR USD

Name/	Ticker Average Annual Total Return			Benchmark					
Type of Option	Symbol	as of 06/30 1yr.	5yr.	10yr.	Since Inception	lyr.	5yr.	10yr.	Since Inception
Money Market Funds									
VANGUARD MONEY MARKET RESERVES FEDERAL/	VMFXX	0.17% www.vangt	1.01% uard.com	0.57%	3.89%	0.05% ICE BofA	1.30% USD 3M	0.00,	% N/A CM TR USD
Money Market									

N/A- Please refer to the fact sheets on http://www.paychexflex.com by selecting Research Funds from your Home Page and clicking on the name of the investment option.

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## Section II. Fee and Expense Information

Additional Description: None

The Fees and Expenses table shows fee and expense information for the investment options listed in the Variable Return Investments table. It lists the Total Annual Operating Expenses of the options in the Variable Return Investments table. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option. This table also shows Shareholder-Type Fees. These fees are in addition to Total Annual Operating Expenses. With the return of concessions feature for this plan, the revenue is returned directly to the participant who incurred the fee charged by the investment and an annual account fee is charged against plan assets. Administrative fees, including annual account fees, may be paid directly by your employer or by the Plan as described in Part Two.

Fees and Expenses Restricte Restriction Shareholder-Round Trip **Total Annual Operating Expenses** Ticker Name/ Period \*\* Frequency \*\*\* Trading Type Fees Per \$1000 As a %\* Symbol Type of Option Period \*\* **Bond Funds** 90 Days 1 in 60 Days N/A N/A JPMORGAN CORE **JCBUX** 0.34% \$ 3.40 BOND R6/ Intermediate -**Term Bond** Additional Description: None 1 in 30 Days N/A N/A N/A \$ 0.30 0.03% **SSFEX** STATE STREET AGGREGATE BOND INDEX K/ Intermediate -**Term Bond** Additional Description: None **Equity Funds** N/A N/A N/A N/A \$ 2.50 RLBGX 0.25% AMERICAN FUNDS **AMERICAN** BALANCED R6/ Allocation 50 - 70% Equity Additional Description: None 3 in 12 Months 85 Days 30 Days N/A 0.04% \$ 0.40 FIDELITY **FSMAX EXTENDED** MARKET INDEX/ Mid - Cap Blend Additional Description: None 2 in 3 Months N/A N/A \$ 7.30 N/A 0.73% **MDIZX** MFS INTL DIVERSIFICATIO N R6/ Foreign Large Blend

Name/ Type of Option	Ticker Symbol	Total Annual As a %*	Operating Expenses Per \$1000	Shareholder- Type Fees	Round Trip Period **	Restriction Frequency ***	Restricted Trading Period ****
STATE STREET	SSSYX	0.02%	\$ 0.20	N/A	N/A	1 in 30 Days	N/A
EQUITY 500							1011
INDEX K/							
Large Blend						,	
Additional Description:							
STATE STREET	SSGLX	0.07%	\$ 0.70	N/A	N/A	1 in 30 Days	N/A
GLOBAL ALL CAP						-	
EQUITY EX-US INDEX K/							
Foreign Large							
Blend					,	j	
Additional Description: N	I						
STATE STREET	SSBOX	0.000	d 0.00	·			
TARGET	SSBUX	0.09%	\$ 0.90	N/A	N/A	1 in 30 Days	N/A
RETIREMENT						-	
2020 K/							
Target Date							
2020							
Additional Description: N	one				<u> </u>		
STATE STREET	SSBSX	0.09%	\$ 0.90	T >7.4			· · · · · · · · · · · · · · · · · · ·
TARGET	SSBSA	0.03 /6	\$ 0.90	N/A	N/A	1 in 30 Days	N/A
RETIREMENT							
2025 K/							
Target Date	ĺ						
2025	***************************************						
Additional Description: No	one						
STATE STREET	SSBYX	0.09%	\$ 0.90	N/A	N/A	1 in 20 D	
TARGET	-		, ,,,,	1071	IN/A	1 in 30 Days	N/A
RETIREMENT							
2030 K/							
Target Date	-						
2030			THE STATE OF THE S				
Additional Description: No	one					L_	
STATE STREET	SSCKX	0.09%	0.90	N/A	N/A	1 in 30 Days	N/A
TARGET						Jo Days	. 11/13
RETIREMENT							
2035 K/							
Target Date							
2035							
Additional Description: No	ne						

Type of Option	Name/	Ticker		Operating Expenses	Shareholder- Type Fees	Round Trip Period **	Restriction Frequency ***	Restricte Trading
STATE STREET   SSCQX   0.09%   \$ 0.90	Type of Option	Symbol	As a %*	Per \$1000	type rees	reina		Period **
RETIREMENT   2040 K	STATE STREET	SSCQX	0.09%	\$ 0.90	N/A	N/A	1 in 30 Days	N/A
2040 K/   Target Date   2040   Additional Description: None	TARGET							
Target Date			Ì			E	la service de la constante de	
Additional Description: None								
Additional Description: None						ļ		
STATE STREET		<u></u>						*
STATE STREET   SSDEX   0.09%   \$ 0.90			1 0 000	¢ 0 00	N/A	N/A	1 in 30 Days	N/A
RETIREMENT 2045 K/ Target Date 2045 Additional Description: None  STATE STREET SSDLX 0.09% \$ 0.90 N/A N/A 1 in 30 Days N/A TARGET RETIREMENT 2050 K/ Target Date 2050 Additional Description: None  STATE STREET SSDQX 0.09% \$ 0.90 N/A N/A 1 in 30 Days N/A  STATE STREET SSDQX 0.09% \$ 0.90 N/A N/A 1 in 30 Days N/A  TARGET RETIREMENT 2055 K/ Target - Date 2055  STATE STREET SSDYX 0.09% \$ 0.90 N/A N/A 1 in 30 Days N/A  STATE STREET SSDYX 0.09% \$ 0.90 N/A N/A 1 in 30 Days N/A  Additional Description: None  STATE STREET SSDYX 0.09% \$ 0.90 N/A N/A 1 in 30 Days N/A  Additional Description: None  STATE STREET SSSYX 0.09% \$ 0.90 N/A N/A 1 in 30 Days N/A  TARGET RETIREMENT 2060 K/ Target - Date 20600+  Additional Description: None  STATE STREET SSFXX 0.09% \$ 0.90 N/A N/A N/A 1 in 30 Days N/A  TARGET RETIREMENT 2065 K/ Target - Date 20600+		SSDEX	0.09%	\$ 0.90	18/24	1771	20 2	
2045 K/						ļ		
Target Date 2045								
Additional Description: None								
Additional Description: None								
STATE STREET		Vone	<u> </u>				ufan	
TARGET RETIREMENT 2050 K/ Target Date 2050  Additional Description: None  STATE STREET   SSDQX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    TARGET   RETIREMENT 2055 K/ Target - Date 2055  STATE STREET   SSDYX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    STATE STREET   SSDYX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    TARGET   RETIREMENT 2060 K/ Target - Date 2060+ Additional Description: None  STATE STREET   SSFX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    TARGET   RETIREMENT 2060 K/ Target - Date 2060+ Additional Description: None  STATE STREET   SSFX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    TARGET   RETIREMENT 2065 K/ Target - Date 2060+ 20			0.00%	00.02	N/A	N/A	1 in 30 Days	N/A
RETIREMENT 2050 K/ Target Date 2050  Additional Description: Norus  STATE STREET SSDQX 0.09% \$ 0.90 N/A N/A N/A 1 in 30 Days N/A  TARGET RETIREMENT 2055 K/ Target - Date 2055  STATE STREET SSDYX 0.09% \$ 0.90 N/A N/A N/A N/A 1 in 30 Days N/A  STATE STREET SSDYX 0.09% \$ 0.90 N/A N/A N/A N/A 1 in 30 Days N/A  TARGET RETIREMENT 2060 K/ Target - Date 2060+ Additional Description: Norus  STATE STREET SSFX 0.09% \$ 0.90 N/A N/A N/A N/A 1 in 30 Days N/A  TARGET RETIREMENT 2060 K/ Target - Date 2060+ Additional Description: Norus  STATE STREET SSFX 0.09% \$ 0.90 N/A N/A N/A N/A 1 in 30 Days N/A  TARGET RETIREMENT 2065 K/ Target - Date 2060+		3300	0.07%	\$ 0.70				
2050 K/   Target Date   2050								
Target Date   2050								
Additional Description: None								
Additional Description: None	-						<u> </u>	<u></u>
STATE STREET   SSDQX   0.09%   \$ 0.90		None						1
TARGET RETIREMENT 2055 K/ Target - Date 2055  Additional Description: None  STATE STREET   SSDYX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    TARGET   RETIREMENT   2060 K/ Target - Date   2060+  Additional Description: None  STATE STREET   SSFKX   0.09%   \$ 0.90   N/A   N/A   N/A   1 in 30 Days   N/A    STATE STREET   SSFKX   0.09%   \$ 0.90   N/A   N			0.09%	\$ 0.90	N/A	N/A	1 in 30 Days	N/A
RETIREMENT 2055 K/ Target - Date 2055  Additional Description: None  STATE STREET   SSDYX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A   TARGET   RETIREMENT 2060 K/ Target - Date 2060+  Additional Description: None  STATE STREET   SSFKX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    STATE STREET   SSFKX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A    TARGET   RETIREMENT 2065 K/ Target - Date 2060+	T.				1			
Target - Date   2055	RETIREMENT					1		
Additional Description: None   STATE STREET   SSDYX   0.09%   \$ 0.90   N/A   N/A   I in 30 Days   N/A	2055 K/							
STATE STREET   SSDYX   0.09%   \$ 0.90   N/A   N/A   I in 30 Days   N/A	Target - Date						au li	
STATE STREET         SSDYX         0.09%         \$ 0.90         N/A         N/A         1 in 30 Days         N/A           TARGET         RETIREMENT         2060 K/         Target - Date         2060+         N/A         N/A         1 in 30 Days         N/A           STATE STREET         SSFKX         0.09%         \$ 0.90         N/A         N/A         1 in 30 Days         N/A           TARGET         RETIREMENT         2065 K/         Target - Date         1 in 30 Days         N/A         1 in 30 Days         N/A           2060+         N/A								
TARGET RETIREMENT 2060 K/ Target - Date 2060+  Additional Description: None  STATE STREET SSFKX  O.09% \$ 0.90  N/A  N/A  1 in 30 Days  N/A  TARGET RETIREMENT 2065 K/ Target - Date 2060+	Additional Description:					NT/A	Lin 20 Days	N/A
RETIREMENT   2060 K/   Target - Date   2060+	STATE STREET	SSDYX	0.09%	\$ 0.90	N/A	N/A	I III 30 Days	INIZ
2060 K/   Target - Date   2060+   Additional Description: None   STATE STREET   SSFKX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A   TARGET   RETIREMENT   2065 K/   Target - Date   2060+	TARGET							
Target - Date   2060+	1							
Additional Description: None   STATE STREET   SSFKX   0.09%   \$ 0.90   N/A   N/A   1 in 30 Days   N/A	i e							
Additional Description: None           STATE STREET         SSFKX         0.09%         \$ 0.90         N/A         N/A         1 in 30 Days         N/A           TARGET         RETIREMENT         2065 K/         Target - Date         2060+         N/A         N/A         N/A         1 in 30 Days         N/A								
STATE STREET         SSFKX         0.09%         \$ 0.90         N/A         N/A         I in 30 Days         N/A           TARGET         RETIREMENT         2065 K/         Target - Date         2060+         N/A         N/A         I in 30 Days         N/A								<u> </u>
TARGET  RETIREMENT  2065 K/  Target - Date  2060+		<b>,</b>	0.000	\$ 0.00	N/A	N/A	1 in 30 Days	N/A
RETIREMENT 2065 K/ Target - Date 2060+	l .	SSEKX	0.09%	ゆ ひっプい	13/12	1		
2065 K/ Target - Date 2060+			ļ					
Target - Date 2060+	1	1					1	
2060+								
		None						

Name/	Ticker	Total Annua	al Operating Expenses	Shareholder-	Round Trip	Restriction	Restricted
Type of Option	Symbol	As a %*	Per \$1000	Type Fees	Period **	Frequency ***	Trading Period ****
STATE STREET	SSFOX	0.09%	\$ 0.90	N/A	N/A	1 in 30 Days	N/A
TARGET							
RETIREMENT K/							
Target Date							
Retirement							
Additional Description: 1	Vone						······
T. ROWE PRICE	PRVIX	0.68%	\$ 6.80	1.00% if	N/A	N/A	N/A
SMALL-CAP				redeemed		- 11.	2017
VALUE I/				within 90 days			
Small Blend							
Additional Description: N	Vone	-					
VANGUARD	VIGAX	0.05%	\$ 0.50	N/A	30 Days	1 in 30 Days	30 Days
GROWTH INDEX						30 Duj.;	30 Days
ADML/							
Large Growth						Í	
Additional Description: N	lone					<u>-</u>	
VANGUARD VALUE	VVIAX	0.05%	\$ 0.50	N/A	30 Days	1 in 30 Days	30 Days
INDEX ADML/	-					. in oo isays	30 Days
Large Value							
Additional Description: N	lone						
Money Market					T		
unds							
VANGUARD MONEY	VMFXX	0.11%	\$ 1.10	N/A	N/A	N/A	N/A
MARKET					''''		IVA
RESERVES						ŀ	
FEDERAL/							
Money Market					-		
Additional Description: N	one			<u> </u>			
77 . 10							

<sup>\* =</sup> Total Operating Expense before waivers/reimbursements as taken from the Operating Fees & Expenses table of the prospectus

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the Department of Labor's Web site for an example showing the long-term effect of fees and expenses at https://www.dol.gov/agencies/ebsa/about-ebsa/our-activities/resource-center/publications/understanding-your-retirement-plan -fees. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your

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Note: When using this document, be aware that some, and perhaps all, of the information may be time-sensitive.

<sup>\*\* =</sup> period of time between purchase and redemption of shares of the same investment that qualifies it as a round trip transaction

<sup>\*\*\* =</sup> number of round trips permitted

<sup>\*\*\*\* =</sup> amount of time blocked from trading if policy is violated

To assist you in understanding your designated investment alternatives, a general glossary of terms can be found at <a href="http://www.morningstar.com/InvGlossary/?CustId=&CLogin=&CType=&CName=">http://www.morningstar.com/InvGlossary/?CustId=&CLogin=&CType=&CName=</a> . In addition, the website provided with each investment alternative may contain its own glossary of terms relevant to that specific alternative, or a link to such a glossary.