



Hardship Withdrawal Request
401(a) Plan

Electrical Workers Local Union No. 369 Retirement Plan

780645-01

When would I use this form?

When I am requesting a withdrawal due to a Hardship.

- Please note that this withdrawal request may be subject to an administrative review period prior to processing and the investments in your account will not be sold until the withdrawal is processed. The administrative review period may take several business days. Note that your investments may fluctuate with market performance so you may want to redirect or diversify those investments prior to making a withdrawal request. If you initiate a fund transfer during the administrative review period, it may delay the processing of your withdrawal. If you want to make changes to the investments in your account prior to withdrawal, please contact Service Provider or access your account online.

I should not use this form:

- If I have not taken all of my other withdrawal options under the plan. To find out if I am eligible, see the Additional Information below for website information or to contact Service Provider. After I have taken all other eligible withdrawals, I may submit a hardship request for any remaining amount of my hardship need.
If I have separated from service with the plan sponsor sponsoring this Plan, I should use the Separation from Employment Withdrawal Request.
If this account was transferred to me due to death, I should use the Death Benefit Claim Request.
If this account was transferred to me due to divorce, I should use the Alternate Payee QDRO Distribution Request.

Additional Information

- Do not send copies of documents unless required (e.g., in the event you have already received 2 hardship distributions during the year). Copies of documents provided with this request will not be reviewed or considered unless required by the plan's administrative procedures. We may retain copies of documents in the plan's file, but you should continue to retain copies of documents indefinitely and to make them available at any time, upon request, to the Plan Administrator.
By logging into my account on the website at empowermyretirement.com, I may track the status of this withdrawal request.
For assistance completing this hardship form, call us at 1-866-442-3888.
Return Instructions for this form are in Section H.
Use black or blue ink when completing this form.

A What is my personal information?

(Continue to the next section after completing.)

Account extension, if applicable, identifies a participant with multiple accounts.

Account Extension

U.S. Social Security/U.S. Taxpayer Identification Number (Must provide all 9 digits)

U.S. Social Security/U.S. Taxpayer Identification Number (Must provide all 9 digits)

Last Name

First Name

M.I.

Date of Birth (mm/dd/yyyy) Required

(The name provided MUST match the name on file with Service Provider.)

Married Unmarried

Mailing Address on My Account

Daytime Phone Number

City

State

Zip Code

Alternate Phone Number

- I have confirmed the address on my account by accessing my account online at empowermyretirement.com. If the address on my account does not match the address provided above, there will be processing delays.
If I require an address change, I must update my address with the plan sponsor who will then need to update the address Service Provider has on file.
Once the address is updated, I may submit this form with my new address entered above.

(Optional) I authorize Service Provider to leave detailed account information on my voicemail at my: (Select One)

Daytime Phone Number

Alternate Phone Number

Confirm number selected is entered above.

Payroll Center

By providing my mobile number and/or my email address below, I am consenting to receive text messages and/or emails related to this request.

Mobile Phone Number

Standard data fees and text messaging rates may apply based on my carrier.

Email Address

Select One (Required):



I am a U.S. Citizen or U.S. Resident Alien.

I am a Non-Resident Alien or Other. (Complete 'Non-Resident Alien or Other Certification' section.)

Required - Provide Country of Residence:

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

M.I. \_\_\_\_\_

U.S. Social Security Number \_\_\_\_\_

Number \_\_\_\_\_

**B What is my reason for this Hardship withdrawal?***(Continue to the next section after completing.)***Read the following important disclosures before completing your hardship withdrawal request.**

- I must respond to all questions in order to accurately summarize the selected hardship event. Incomplete information will not be processed and may result in a delay in receiving your funds.
- The hardship withdrawal is taxable and additional taxes could apply.
- The amount of the withdrawal cannot exceed the immediate and heavy financial need.
- The terms of the Plan determine the contribution sources available for hardship withdrawals, including whether hardship withdrawals may be made from earnings on elective contributions or QNEC or QMAC accounts, if applicable.
- As the recipient of this hardship withdrawal, I agree to preserve source documents substantiating the hardship summary information I have provided and to make them available at any time, upon request, to the plan administrator.
- This hardship request requires your certification that the information provided is true and accurate. Read and review section G, of this form, before signing your signature and consent.
- **Do not send copies of documents unless required** (e.g., in the event you have already received 2 hardship distributions during the year). **Copies of documents provided with this request will not be reviewed or considered unless required by the plan's administrative procedures.**
- You must enter the total amount of your hardship request in section C. If section C is not complete, you acknowledge and certify under penalty of perjury that the gross amount of the hardship need is equal the total expense amount(s) you specified for the qualifying event(s) below.

 **Medical Expenses**

Total expense amount not covered by insurance \$ \_\_\_\_\_

- Payment of medical expenses not otherwise covered by insurance and which are deductible as eligible expenses under Internal Revenue Code §213(d) (e.g., diagnosis, treatment, disease prevention, associated transportation, or long term care), which are incurred by me, my spouse, or my dependents.
- Examples of documentation that I must retain to substantiate my financial need may include an explanation of benefits or other documentation from the insurance company detailing insurance coverage and the medical expense costs not covered. In addition, a bill/invoice from a hospital, doctor, dentist or other healthcare provider, issued within the past year and itemized to include services for qualifying medical expenses as defined under Internal Revenue Code ("RC") §213(d) (e.g., for diagnosis, treatment, disease prevention, associated transportation, or long term care).

What is the name of the person receiving the care (first and last)? \_\_\_\_\_

What is the patient's relationship to me?  self  spouse  dependentWhat is the purpose of the medical care?  diagnosis  treatment  disease prevention  transportation  long-term

Name and address of service provider (hospital, doctor/dentist/chiropractor/other, pharmacy). If more than one provider, please attach the name and address of each provider on a separate sheet of paper, and submit with the request form.

 **Purchase of your Principal Residence**

Total expense amount \$ \_\_\_\_\_

- The purchase must be used as your principal residence (not a vacation home or income property.)
- The principal residence can be a new or existing home, and the hardship may be incurred due to the cost of construction or land if building a principal residence, but the hardship may not be on account of mortgage or home equity loan payments.
- Examples of documentation that I must retain to substantiate my financial need may include a signed purchase & sales contract or other agreement of sale contract including cost and expenses directly related with the purchase of your principal residence.
- Date of the purchase/sales agreement \_\_\_\_\_
- Expected closing date \_\_\_\_\_
- Purchase price of the principal residence \$ \_\_\_\_\_
- Total expenses incurred \$ \_\_\_\_\_

Select the types of fees incurred:  down-payment  closing cost  title fees  other expenses associated with the purchase

Address of residence: \_\_\_\_\_

Name and address of the lender- \_\_\_\_\_

 **Prevention of Eviction/Foreclosure from your Principal Residence**

Total expense amount \$ \_\_\_\_\_

- I certify that this hardship withdrawal request is to prevent an eviction or foreclosure from your principal residence
- Examples of documentation that I must retain to substantiate my financial need may include an eviction or foreclosure notice from the bank or credit union lender/servicer of the mortgage or landlord which references the address of your principal residence and reflects the due date of the payment necessary to avoid the eviction or foreclosure.

Address of principal residence: \_\_\_\_\_

Date of the notice and reason:  foreclosure notice date \_\_\_\_\_  eviction notice date: \_\_\_\_\_

Due date to avoid foreclosure or eviction: \_\_\_\_\_

Name and address of the party that issued the foreclosure or eviction notice: \_\_\_\_\_

 **Tuition or Other Educational Payments**

Total expense amount \$ \_\_\_\_\_

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

M.I. \_\_\_\_\_

U.S. Social Security Number \_\_\_\_\_

Number \_\_\_\_\_

**B What is my reason for this Hardship withdrawal?***(Continue to the next section after completing.)*

- I certify that this hardship withdrawal request is due to the payment of tuition, related education fees, and/or room and board expenses for up to the next 12 months of post-secondary education for me, my spouse, or dependents as defined in IRC §152 (without regard to IRC 152(b)(1), (b)(2) and (d)(1)(B)).
- Examples of documentation that I must retain to substantiate my financial need may include: A bill from the educational institution with the student's name and the categories of educational payments involved with respect to the student's registration or enrollment. The bill must show the amount due (or an estimate of the amount due) for up to the next 12 months of tuition, related educational fees, and/or room and board expenses for which I am claiming the hardship. The bill and/or estimate for education expenses should reflect the educational institution authorized it (e.g. issued by an authorized representative of the school).

Select the relationship of person with the expense:  self  spouse  child  dependent

Name of person with the educational expense (first and last) \_\_\_\_\_

Type of expense:  post high-school tuition  related fees  room and board

Provide the name and address of the educational institution \_\_\_\_\_

Period covered by the educational payments (beginning/end dates up to the next 12 months): \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (mm/dd/yyyy)

 **Funeral and Burial Expenses**

Total expense amount \$ \_\_\_\_\_

- I certify that this hardship withdrawal is due to funeral or burial expenses for my deceased parent, spouse, child, or dependent as defined in IRC §152 (without regard to IRC 152(d)(1)(B)).
- Examples of documentation that I must retain to substantiate my financial need may include a copy of the Death Certificate or other documentation that reflects the deceased's date of death, copies of invoices and/or receipts issued by the funeral home, cemetery, etc. which references the name of the deceased and indicates the nature and amount of the burial or funeral expenses you incurred as well as the date.

Relationship of the deceased:  parent  spouse  child  dependent

Name of deceased (first and last): \_\_\_\_\_

Date of death: \_\_\_\_\_

Name and address of the service provider (e.g., cemetery, funeral home, etc.) If more than one provider, please attach the name and address of each provider on a separate sheet of paper, and submit with this request form.

 **Repair for Damage to Principal Residence**

Total expense amount \$ \_\_\_\_\_

- I certify that this hardship withdrawal is due to expenses to repair damage to your principal residence that would qualify for the casualty deduction as defined in IRC §165 (determined without regard to IRC 165(h)(5) and whether the loss exceeds 10% of your adjusted gross income).
- Generally, this includes damage due to fire, storm or other destruction resulting from an identifiable event of sudden and unusual nature, not reimbursable by insurance.
- Damage does not include expenses due to normal wear and tear or damage to a vacation home or income property.
- Examples of documentation that I must retain to substantiate my financial need may include copies of invoices and/or receipts showing the costs to repair your principal residence and insurance claim estimates or a statement from the insurance company showing the date of loss, cause and amount of the repair costs covered (and/or reimbursed) and not covered.

Address of your principal residence that sustained damage: \_\_\_\_\_

Date of the casualty loss and cause of the casualty loss: \_\_\_\_\_  fire  flood  other weather-related damage

Amount not covered by insurance? \_\_\_\_\_

A brief description of the repairs, including the date(s) of repair (in process or completed): \_\_\_\_\_

 **Expenses and Losses Incurred on the Account of a Federally Declared Disaster**

Total expense amount \$ \_\_\_\_\_

In order to qualify for a hardship for expenses and losses (including loss of income) incurred due to a federally declared disaster, the participant's principal residence or principal place of employment at the time of the disaster must have been located in an area designated by FEMA for individual assistance with respect to the disaster.

Name of Federally Declared Disaster: \_\_\_\_\_

Date of disaster: \_\_\_\_\_ (mm/dd/yyyy)

Briefly describe the disaster losses and expenses, including any expenses for the repair of damage to the principal residence, and any loss of income and the date of the disaster. If needed, please attach the description, and expenses on a separate sheet of paper, and submit with the request form. \_\_\_\_\_

- Examples of documentation to be retained by me to substantiate my financial need may include copies of invoices and/or receipts showing the cost or repair to the damaged or lost property along with a statement from the insurance company reflecting the amount of the loss which it denied reimbursement. A participant claiming a loss of income due to the disruption of his/her employment with the plan sponsor must provide a letter signed by a representative of the plan sponsor stating the lost income amount.

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
M.I.

\_\_\_\_\_  
U.S. Social Security Number

\_\_\_\_\_  
Number

**C What amount am I requesting for my Hardship withdrawal?** *(Continue to the next section after completing.)*

Total cost of the event(s) causing hardship: \$ \_\_\_\_\_  Net Amount

- Amount of the withdrawal request cannot exceed the amount of the hardship.
- You must enter the total amount of your hardship request above. If you do not complete the amount in the line above, you acknowledge and certify under penalty of perjury that the gross amount of the hardship need is equal the total expense amount(s) you specified for the qualifying event(s) in section B.

If I check the Net Amount box, the amount written on the line, is the amount I will receive after applicable income taxes and fees (*not including any delivery charges*) are withheld.

- For example: If the amount I am requesting is \$10,000.00, and my total tax/fee withholding is \$1,500.00, the total amount taken from my account will be \$11,500.00, resulting in a payment of \$10,000.00 to me.

If I do not check the Net Amount box, the amount I will receive will be less than the amount requested after applicable income taxes and fees (*not including any delivery charges*) are withheld.

- For example: If the amount I am requesting is \$10,000.00, and my total tax/fee withholding is \$1,500.00, the total amount taken from my account will be \$10,000.00, resulting in a payment of \$8,500.00 to me.

- The amount I request for hardship may not exceed the amount of my financial need.
- If the amount requested exceeds available funds or exceeds limits imposed by IRC, regulations and/or Plan terms, the hardship will be processed for the maximum amount available.
- **If my request is approved, and unless the Plan has directed otherwise, the Hardship withdrawal will be prorated across all available money sources and investment options.**
- I may take only 1 hardship withdrawal(s) per year.
- **My withdrawal may be subject to additional fees and/or loss of interest based upon my investment options, my length of time in the Plan and other possible considerations. If I have not been advised of the fees and risks associated with my withdrawal, I may contact Service Provider for a withdrawal quote at 1-833-369-4239.**

**D How do I want my Hardship withdrawal delivered?** *(Continue to the next section after completing.)*

*Select One - Once complete request is received in good order with applicable documentation, delivery of payment is based on completion of the withdrawal process and the timing of approval.*

- If no option is selected, all transactions will be sent by United States Postal Service (USPS) regular mail.
- If I would like to make a change to what I previously selected, I must cross out and initial the change(s). If I do not initial all changes, all transactions will be sent by USPS regular mail.

**Check by USPS Regular Mail**

- Estimated delivery time is up to 5 business days.
- No additional charge.

**Check by Express Delivery**

- Estimated delivery time is 1-2 business days.
- A non-refundable charge of up to \$30.00 will be deducted, in addition to any withdrawal fees.
- Available for delivery, Monday - Friday, with no signature required upon delivery.
- If address is a P.O. Box, check will be sent by USPS Priority Mail and estimated delivery time is 2-3 business days.

**Electronic Deposit (ACH) to the bank account on file**

- I have an existing ACH that has been on file for at least fifteen (15) days and I wish to use it for this withdrawal request. If my ACH has not been established on my account for at least 15 days, a check will be sent to my address on file.
- Estimated delivery time is 2-3 business days.
- No additional charge.
- Not available for Direct Rollovers.
- Complete the information below in order to properly identify the ACH account.
- **If the bank information is incomplete or illegible, then a check will be mailed to the address on my account to avoid any delays in processing.**
- **By entering banking information, I authorize Service Provider to access records from public and proprietary sources in order to validate that I am the owner of the bank account. This process will not affect my credit.**

**Bank Information**

Bank Account Nickname <i>(Optional)</i>		Bank or Financial Institution Name	
Last 4 digits of the Bank Account Number			

Last Name

First Name

M.I.

U.S. Social Security Number

Number

<b>E</b>	<p><b>Non-Resident Alien or Other Certification</b> <span style="float: right;"><i>(Continue to the next section after completing.)</i></span></p> <p><i>Complete only if I indicated I am a non-resident alien or other under Section A of this form.</i></p> <hr/> <p><b>Do not complete if U.S. Citizen or U.S. Resident Alien was indicated in Section A of this form.</b></p> <p>Under penalty of perjury, if I checked Non-Resident Alien or Other in Section A of this form, my signature certifies that:</p> <ul style="list-style-type: none"> <li>• I am the individual that is the beneficial owner of all the income to which this form relates or is using this form to document myself for chapter 4 purposes.</li> <li>• I am not a U.S. person.</li> <li>• The income to which this form relates is:             <ul style="list-style-type: none"> <li>a. not effectively connected with the conduct of a trade or business in the United States,</li> <li>b. effectively connected but is not subject to tax under applicable income tax treaty, or</li> <li>c. the partner's share of a partnership's effectively connected income.</li> </ul> </li> <li>• I am a resident of the treaty country listed below under the "Claim of Tax Treaty Benefits" (if any) within the meaning of the income tax treaty between the United States and that country.</li> <li>• I agree that I will submit a Form W8-BEN within 30 days if any certification made on this form becomes incorrect.</li> </ul> <p><b>Identification of Beneficial Owner</b></p> <p>Country of citizenship _____ Foreign tax identifying number _____</p> <p>Permanent resident address (<i>street, apt. or suite no., or rural route</i>) <b>Do not use P.O. Box or in-care of address</b></p> <p>City or town, state or province. Include postal code where appropriate. _____ Country _____</p> <p>Mailing Address (<i>if different from above</i>)</p> <p>City or town, state or province. Include postal code where appropriate. _____ Country _____</p> <p><b>Claim of Tax Treaty Benefits</b> (<i>for chapter 3 purpose only</i>)</p> <p>I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.</p> <p><b>Special rates and conditions</b> (if applicable): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on the line above to claim a _____% rate of withholding on (specify type of income): _____</p> <p>Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____</p>		
<b>F</b>	<p><b>How will my income taxes be withheld?</b> <span style="float: right;"><i>(Continue to the next section after completing.)</i></span></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Federal Income Tax</b></p> <ul style="list-style-type: none"> <li>• For your federal income tax withholding election, unless you elect out of withholding below, or otherwise complete the IRS Form W-4R (please go to <a href="http://irs.gov">irs.gov</a> and enter <i>Form W-4R</i> into the search bar or call 1-800-TAX-FORM (829-3676)), federal income tax will be withheld at a rate of 10%. If you choose to make an alternate income tax withholding election, then you must complete and attach Form W-4R to this Withdrawal Form.             <ul style="list-style-type: none"> <li><input type="checkbox"/> I elect not to have federal income tax withheld (must have U.S. residence address on file).</li> </ul> </li> <li>• I understand that I am still liable for the payment of federal income tax on the taxable amount. I also understand that I may be subject to tax penalties under the estimated tax payment rules if my payments of estimated tax and withholding, if any, are not adequate.</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p><b>State Income Tax</b></p> <p>I should refer to information from the Department of Revenue for my state of residence. If applicable, <b>I must attach my State Income Tax withholding form to make tax elections when required.</b> In the event the withholding form is required for my withdrawal and not submitted, Service Provider will withhold in accordance with applicable State regulations.</p> <ul style="list-style-type: none"> <li>• State Income Tax withholding is mandatory in some states and will be withheld regardless of any election below. I would like <b>additional</b> State Income Tax withholding: _____% or \$ _____ <i>(This is in addition to any mandatory State Income Tax withheld.)</i></li> <li>• Certain states allow an election for no State Income Tax withholding depending on the reason and type of withdrawal I have selected. For these states only, State Income Tax will be withheld unless I elect otherwise below.  If the checkbox is not marked below, I choose to have State Income Tax withheld from my withdrawal. I would also like to have <b>additional</b> State Income Tax withholding: _____% or \$ _____ <i>(This is in addition to any elective State Income Tax withheld.)</i></li> </ul> <p><input type="checkbox"/> Do not withhold State Income Tax (<i>if election is permitted and I have attached the proper election form if required by my state.</i>)</p> </td> </tr> </table>	<p><b>Federal Income Tax</b></p> <ul style="list-style-type: none"> <li>• For your federal income tax withholding election, unless you elect out of withholding below, or otherwise complete the IRS Form W-4R (please go to <a href="http://irs.gov">irs.gov</a> and enter <i>Form W-4R</i> into the search bar or call 1-800-TAX-FORM (829-3676)), federal income tax will be withheld at a rate of 10%. If you choose to make an alternate income tax withholding election, then you must complete and attach Form W-4R to this Withdrawal Form.             <ul style="list-style-type: none"> <li><input type="checkbox"/> I elect not to have federal income tax withheld (must have U.S. residence address on file).</li> </ul> </li> <li>• I understand that I am still liable for the payment of federal income tax on the taxable amount. I also understand that I may be subject to tax penalties under the estimated tax payment rules if my payments of estimated tax and withholding, if any, are not adequate.</li> </ul>	<p><b>State Income Tax</b></p> <p>I should refer to information from the Department of Revenue for my state of residence. If applicable, <b>I must attach my State Income Tax withholding form to make tax elections when required.</b> In the event the withholding form is required for my withdrawal and not submitted, Service Provider will withhold in accordance with applicable State regulations.</p> <ul style="list-style-type: none"> <li>• State Income Tax withholding is mandatory in some states and will be withheld regardless of any election below. I would like <b>additional</b> State Income Tax withholding: _____% or \$ _____ <i>(This is in addition to any mandatory State Income Tax withheld.)</i></li> <li>• Certain states allow an election for no State Income Tax withholding depending on the reason and type of withdrawal I have selected. For these states only, State Income Tax will be withheld unless I elect otherwise below.  If the checkbox is not marked below, I choose to have State Income Tax withheld from my withdrawal. I would also like to have <b>additional</b> State Income Tax withholding: _____% or \$ _____ <i>(This is in addition to any elective State Income Tax withheld.)</i></li> </ul> <p><input type="checkbox"/> Do not withhold State Income Tax (<i>if election is permitted and I have attached the proper election form if required by my state.</i>)</p>
<p><b>Federal Income Tax</b></p> <ul style="list-style-type: none"> <li>• For your federal income tax withholding election, unless you elect out of withholding below, or otherwise complete the IRS Form W-4R (please go to <a href="http://irs.gov">irs.gov</a> and enter <i>Form W-4R</i> into the search bar or call 1-800-TAX-FORM (829-3676)), federal income tax will be withheld at a rate of 10%. If you choose to make an alternate income tax withholding election, then you must complete and attach Form W-4R to this Withdrawal Form.             <ul style="list-style-type: none"> <li><input type="checkbox"/> I elect not to have federal income tax withheld (must have U.S. residence address on file).</li> </ul> </li> <li>• I understand that I am still liable for the payment of federal income tax on the taxable amount. I also understand that I may be subject to tax penalties under the estimated tax payment rules if my payments of estimated tax and withholding, if any, are not adequate.</li> </ul>	<p><b>State Income Tax</b></p> <p>I should refer to information from the Department of Revenue for my state of residence. If applicable, <b>I must attach my State Income Tax withholding form to make tax elections when required.</b> In the event the withholding form is required for my withdrawal and not submitted, Service Provider will withhold in accordance with applicable State regulations.</p> <ul style="list-style-type: none"> <li>• State Income Tax withholding is mandatory in some states and will be withheld regardless of any election below. I would like <b>additional</b> State Income Tax withholding: _____% or \$ _____ <i>(This is in addition to any mandatory State Income Tax withheld.)</i></li> <li>• Certain states allow an election for no State Income Tax withholding depending on the reason and type of withdrawal I have selected. For these states only, State Income Tax will be withheld unless I elect otherwise below.  If the checkbox is not marked below, I choose to have State Income Tax withheld from my withdrawal. I would also like to have <b>additional</b> State Income Tax withholding: _____% or \$ _____ <i>(This is in addition to any elective State Income Tax withheld.)</i></li> </ul> <p><input type="checkbox"/> Do not withhold State Income Tax (<i>if election is permitted and I have attached the proper election form if required by my state.</i>)</p>		

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

M.I. \_\_\_\_\_

U.S. Social Security Number \_\_\_\_\_

Number \_\_\_\_\_

**F How will my income taxes be withheld?***(Continue to the next section after completing.)*

- Certain states do not require mandatory State Income Tax withholding but allow to elect State Income Tax withholding.
- I would like State Income Tax withheld - **Optional** State Income Tax withholding:

\_\_\_\_\_ % or \$ \_\_\_\_\_

*(If this optional income tax election is permitted. I also have attached the proper income tax election form if required by my state to elect this optional withholding.)***G Signatures and Consent** *(Signatures must be on the lines provided.)**(After receiving ALL required signatures, continue to the next section.)***My Consent** *(Please sign on the 'My Signature' line below.)*

I acknowledge that I have received, read, understand and agree to all pages of this Hardship Withdrawal Request form.

- I certify that all information that I have provided on this form, including the summary information I have provided concerning my hardship request is true and accurate.
- As a condition of this hardship withdrawal, I agree to preserve indefinitely the source documents which substantiate my hardship request and to make them available at any time, upon request, to the administrator.

I acknowledge and I agree:

- The hardship withdrawal requested does not exceed the amount of my financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal).
- I have obtained all available withdrawals (other than hardship withdrawals)(to the extent such withdrawals do not increase the amount of my financial need) under the Plan and all other plans maintained by the plan sponsor.
- I confirm that I have taken all eligible withdrawals under the plan.
- I represent that I have insufficient cash or other liquid assets reasonably available to satisfy the financial need.

I understand the following:

- Any election on this Hardship Withdrawal form is made voluntarily and is effective for 180 days.
- I acknowledge that I have read the information in the Qualified Joint and Survivor Annuity Notice and understand that the plan sponsor's Plan requires that I must receive my Plan benefit in the form of an annuity, unless I waive that form of payment by electing an optional form of payment. I understand that if I am married, my spouse must also consent to the waiver and the optional form of payment. Being fully apprised of these facts, I understand the effects of this waiver and hereby elect to waive the Qualified Joint and Survivor Annuity form of payment.
- The Treasury regulations require a seven (7) day waiting period between the time I sign this form and the time my withdrawal can be processed.
- I am liable for any income tax and/or penalties assessed by the IRS and/or state tax authorities for any election I have chosen.
- Once a payment has been processed, it cannot be changed or reversed.
- In the event that any section of this form is incomplete or inaccurate, Service Provider may not process the transaction requested on this form and may require a new form or that I provide additional or proper information before the transaction can be processed.
- Funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I will refer to the fund's prospectus and/or disclosure documents for more information.
- Under penalty of perjury, I certify that the U.S. Social Security number or U.S. Taxpayer Identification number I have provided in Section A is correct. I am a U.S. person if I marked the U.S. Citizen or U.S. Resident Alien box in Section A of this form.
- **Additional authentication may be necessary before my withdrawal is processed and/or payment released.**

Any person who presents a false or fraudulent claim is subject to criminal and civil penalties.

**My Signature** \_\_\_\_\_ **Date (Required)** \_\_\_\_\_**A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.****My Spouse's Consent** *(If applicable, please have the Spouse sign on the 'Spouse's Signature' line below.)***Not Applicable if I am unmarried****If I am legally married, I must obtain my spouse's consent to request this withdrawal.****Waiver of Qualified Joint and Survivor Annuity**

**Spouse to complete:** I (*name of spouse*), \_\_\_\_\_, the Participant's spouse, understand that I have a right to have the Plan pay my spouse's retirement benefit in the form of Qualified Joint and Survivor Annuity (QJSA). I acknowledge that I have received and read the attached QJSA notice describing the QJSA and optional forms of benefit offered in the Plan and I waive my right to the QJSA. I understand that by waiving the right to the QJSA and signing this form, I may receive less money than I would have received under the QJSA payment form and I may receive nothing after my spouse dies, depending on the form of payment my spouse chooses.

I agree that my spouse may receive retirement benefits by the method elected on this form. I understand that my spouse cannot choose a different method of retirement benefit unless I agree to the change (*unless it's to increase the survivor benefit of the Joint and Survivor Annuity*).

I understand that I do not have to sign this form. I further understand that if I do not sign this form, then my spouse and I will receive payment from the Plan in the form of the QJSA. I understand that I can limit my spouse's choice to a particular benefit form and that I am giving up that right. I am waiving my right to QJSA by signing this consent voluntarily.

I acknowledge that my spouse's vested account balance in this Plan is \$ \_\_\_\_\_ as of \_\_\_\_\_ date.

*(insert vested balance)**(mm/dd/yyyy)*

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

M.I. \_\_\_\_\_

U.S. Social Security Number \_\_\_\_\_

Number \_\_\_\_\_

**G Signatures and Consent** (Signatures must be on the lines provided.) (After receiving ALL required signatures, continue to the next section.)**My Spouse's Consent** (If applicable, please have the Spouse sign on the 'Spouse's Signature' line below.)  
Not Applicable if I am unmarried**Spouse's Signature** \_\_\_\_\_ **Date (Required)** \_\_\_\_\_

The spouse's signature must be notarized by a Notary Public or witnessed by the participant's authorized Plan Administrator. If a Notary Public is used, the date of the spouse's signature on this form in the 'My Spouse's Consent' section must match the date of the Notary Public signature on the separate jurat or notarial certificate or in this section below. **Consent must be obtained no more than 180 days prior to the effective date of the original request in order to be effective. If your notary completes a separate jurat or notarial certificate, your spouse must still sign on the above spouse's signature line and enter the date on this form.**

**ATTENTION Notary Public:** Make sure that you have reviewed the notary requirements for your state. If your state requires a separate jurat or notarial certificate, please complete and attach to this request.

**We require that the following information must be included on the separate jurat or notarial certificate:** (1) name of document being notarized; (2) the plan name; (3) the plan number; and (4) participant's and spouse's names. Separate jurat or notarial certificates submitted that do not include this information will be rejected and will delay the withdrawal request. If your state does require a separate jurat or notarial certificate and you complete the section below, this statement of notary will be rejected and will delay the withdrawal request.

If your state does not require a separate jurat or notarial certificate, you may complete the notary section below.

**Statement of Notary****NOTE: Notary seal must be visible.**

The consent to this request was subscribed and sworn (or affirmed)

State of \_\_\_\_\_) to before me on this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, by \_\_\_\_\_

**SEAL**)ss. **(name of spouse)** \_\_\_\_\_

County/Parish/Borough \_\_\_\_\_

proved to me on the basis of satisfactory evidence to be the person who appeared before me, who affirmed that such consent represents his/her free and voluntary act.

of \_\_\_\_\_)

Notary Public's signature \_\_\_\_\_ My commission expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.**

Notary Public's full name \_\_\_\_\_ Telephone number \_\_\_\_\_

**My Plan Administrator Witnessing Spousal Consent** (Please sign on the 'Plan Administrator Signature' line below.)**Only necessary if Notary signature is NOT obtained where indicated above.**

If Spousal Consent notarization is not obtained, I have personal knowledge and hereby certify that this request was submitted and signed by the participant's spouse.

I represent that I am an authorized signer on behalf of the above-named Plan and have an authority to instruct Service Provider to process this form.

**Plan Administrator Signature** \_\_\_\_\_ **Date (Required)** \_\_\_\_\_**A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.****Print Full Name** \_\_\_\_\_**H Where should I send this form?****After all signatures have been obtained, this form can be****Uploaded Electronically:****OR****Sent Regular Mail to:****OR****Sent Express Mail to:**

Login to account at

Empower

Empower

**empowermyretirement.com**

PO Box 56025

8515 E. Orchard Road

Click on Upload Documents to submit

Boston, MA 02205-6025

Greenwood Village, CO 80111

We will not accept hand delivered forms at Express Mail addresses.

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Effective December 31, 2020, Empower acquired the Massachusetts Mutual Life Insurance Company's (MassMutual) retirement business. Empower administers the business on MassMutual's behalf, with certain administrative services being performed by MassMutual and its affiliates during a temporary transition period. Empower is not affiliated with MassMutual or its affiliates.

**Electrical Workers Local Union No. 369 Retirement Plan (the "Plan")  
 QUALIFIED JOINT AND SURVIVOR ANNUITY ("QJSA") NOTICE**  
 (Participant's vested account balance exceeds \$5,000.00)

This notice explains the distribution options and rights available under the terms of the Plan when you have a distributable event, and how your benefit will be paid to you, unless you elect otherwise. You and, if you are married, your spouse, should carefully review this notice and other plan materials before making your distribution election, and if necessary, consult with your financial and/or tax advisor.

You can find your vested account balance information on your quarterly statements, by logging in to your account online at [empowermyretirement.com](http://empowermyretirement.com) or calling 1-833-369-4239. By using this account balance you can estimate the payment under the various payment options described in this notice. The actual amount you may receive could be more or less depending on the value of your account on the date your distribution is actually processed and, if you elect to receive an annuity, annuity purchase rates on the date that an annuity contract is purchased.

**Qualified Annuity Benefit - Qualified Joint & Survivor Annuity, Qualified Optional Survivor Annuity, and Single Life Annuity.**

**If you are married**, the Qualified Annuity Benefit is a Qualified Joint and 50% Survivor Annuity. A Qualified Joint and 50% Survivor Annuity is a level monthly payment for your life and, if your spouse survives you, a level monthly payment for your spouse equal to 50% of the monthly amount payable during your joint lives. These payments are guaranteed for your lifetime and your spouse's lifetime. The Qualified Joint and 50% Survivor annuity will not pay any death benefits to other beneficiaries.

**If you are married**, the Plan also allows you to elect a Qualified Optional Survivor Annuity if you do not elect the Qualified Annuity Benefit. The Qualified Optional Survivor Annuity is a joint and 75% survivor annuity. A joint and 75% survivor annuity is a level monthly payment for your life and, if your spouse survives you, a level monthly payment for your spouse equal to 75% of the monthly amount payable during your joint lives. These payments are guaranteed for your lifetime and your spouse's lifetime. The Qualified Optional Survivor Annuity Benefit will not pay any death benefits to other beneficiaries.

**If you are not married**, the Qualified Annuity Benefit is a Single Life Annuity. A Single Life Annuity is a level monthly payment for your lifetime, with the monthly payments stopping upon your death. These payments are guaranteed for your lifetime. The single life annuity will not pay any death benefits to any beneficiaries.

**Annuity Factor Tables**

To estimate the approximate level monthly payments you will receive under the Qualified Joint & Survivor Annuity, Qualified Optional Survivor Annuity, Single Life Annuity or other forms of annuities, divide your vested account balance by the annuity factor below which most closely approximates your situation. Determine your age and, if you are married, your spouse's age as of the birthday nearest the estimated distribution date. The quotient of your annuity factor divided into your vested account balance represents the approximate monthly payment you will receive during your lifetime if you elect to commence distribution. If you are married, the monthly payment your spouse will receive after your death is equal to the survivor annuity percentage times the monthly amount that you would receive during your lifetime. You can request a quote of the actual estimated payment amount from your Plan Administrator or from your Plan's annuity provider (Insurance Company).

For example, if you and your spouse both are 65 and your vested account balance is \$10,000.00, your approximate monthly payment as a Joint and 50% Annuity is \$42.23 (\$10,000.00 divided by 236.80) and, if your spouse survives you, the approximate monthly payment to your surviving spouse is \$21.11 (\$42.23 X 50%). If you are unmarried, age 65, and your nonforfeitable account balance is \$10,000.00, your approximate lifetime monthly payment is \$46.49 (\$10,000.00 divided by 215.12). These monthly payments are only estimates.

**Annuity Factor Table for Married Participants**

Married Participant's Age	Spouse's Age	Joint and 50% Annuity Factor	Joint and 75% Annuity Factor
50	45	353.19	368.02
50	50	344.13	354.44
50	55	337.02	343.77
55	60	302.11	309.09
55	55	309.66	320.41
55	50	319.34	334.93
60	60	273.67	284.64
60	65	265.77	272.79
60	55	283.90	299.98
65	60	247.46	263.63
65	65	236.80	247.65
65	70	228.64	235.40
70	65	210.49	226.33
70	70	199.52	209.87
70	75	191.22	197.42



### Annuity Factor Table for Unmarried Participants

Unmarried Participant's Age	Annuity Factor
50	323.51
52	309.58
54	295.36
55	288.16
57	273.66
59	259.06
60	251.73
61	244.38
62	237.05
63	229.72
64	222.41
65	215.12
66	207.83
68	193.30
70	178.81

**Note:** We have based these annuity factors on the unisex mortality table under section 417(e)(3)(B) of the Internal Revenue Code, assuming a 1.5% interest rate. The insurance company from which the annuity contract is purchased may use different factors. Different factors will produce a different monthly payment. The actual level monthly payments made under the annuity contract will depend on the annuity purchase rates used by the insurance company, your age (and if you are married, your spouse's age) at the time the distribution begins, and the amount of your vested account balance at the time the annuity contract is purchased. Your account may be charged for the cost incurred to purchase the annuity contract.

#### Minimum Notice Period

For at least 30 days after you receive this notice, you have the right to consider your decision whether to consent to a distribution of your vested account balance in the form of a Qualified Annuity Benefit or whether to waive the Qualified Annuity Benefit and consent to another benefit payment option and whether to elect a direct rollover of all or any portion of your distribution eligible for rollover. If you sign and return the attached form less than 30 days after you receive this notice, then the receipt of your signed form is your affirmative waiver of any unexpired portion of the minimum 30 day period and your affirmative election of a distribution or a direct rollover. If you affirmatively elect distribution under a method other than the Qualified Annuity Benefit, you have the right to revoke that election until the Annuity Starting Date, or if later, for at least 7 days after you acknowledge the receipt of this notice by signing and dating the attached form.

#### Waiver of the Qualified Annuity Benefit

If you (and your spouse, if you are married) do not waive the Qualified Annuity Benefit with respect to any portion of your account balance or your entire account balance, the Plan will use your vested account balance subject to QJSA to purchase an annuity contract from an insurance company **when a distribution is required to be made to you under the terms of the Plan**. The Plan then will distribute the contract to you as evidence of your right to receive the annuity payments from the insurance company.

If you are married, and you choose a distribution option other than the Qualified Joint & Survivor Annuity or Qualified Optional Survivor Annuity, the waiver of the Qualified Joint & Annuity and the Qualified Optional Survivor Annuity Benefit requires the consent of your spouse. (See the "My Spouse's Consent" section of the attached form and "Notice to Spouse of Participant" below.)

#### Notice to Spouse of Participant

As described above, payment of your spouse's vested benefit in the Plan must be made in the form of a Qualified Annuity Benefit unless you expressly consent to some other form of payment. In other words, you have the absolute right, as the spouse of the participant, to prevent payment in any form other than a Qualified Annuity Benefit. See the paragraphs entitled "Qualified Annuity Benefit" and "Benefit Payment Options and Financial Effect" for information regarding what a Qualified Annuity Benefit is and what financial impact electing a Qualified Annuity Benefit will have on you and your spouse. If you wish to consent to payment in a form other than a Qualified Annuity Benefit, you must sign the Spousal Consent Section and have your signature witnessed as specified on the attached form. Your consent must be given no earlier than 180-day period before the date the payment is made.

#### Postponement of Distribution

If you elect to defer your distribution, the Plan will not make a distribution to you without your consent until required by the terms of the Plan or by law. If you elect to defer your distribution, your vested account balance will continue to experience investment gains, losses and Plan expenses. As a result, the value of your vested account balance ultimately distributed to you could be more or less than the value of your current vested account balance. In determining the economic consequences of postponing your distribution, you should compare the administration cost and investment options (including fees) applicable to your vested account balance in the Plan if you postpone your distribution to the costs and options you may obtain with investment options outside the plan.

Upon distribution of your vested account balance from the Plan, you will be taxed (except to the extent your vested account balance consists of after-tax contributions or qualified amounts held in a ROTH money source) on your vested account balance at the time of the distribution if you do not rollover your balance. As explained in greater detail in the 402(f) Notice of Special Tax Rules on Distributions, you can roll over your distribution directly or you may receive your distribution and roll it over within 60 days to avoid current taxation and to continue to have the opportunity to accumulate tax-deferred earnings. There are many complex rules relating to rollovers, and you should read the 402(f) Notice of Special Tax Rules on Distributions carefully before deciding whether a rollover is desirable in your circumstances. You should also note that a 10% penalty tax may apply to distributions made before you reach age 59½, unless another exception applies. If you defer your distribution of your vested account balance, you may invest in the investment options available to active employees.

If you do not defer distribution of your vested account balance, the currently available investment options in the Plan may not be generally available on similar terms outside the Plan. Fees and expenses (including administrative or investment related fees) outside the Plan may be different from fees and

expenses that apply to your vested account balance in the Plan. For more information about fees, expenses, and currently available Plan investment options contact your Plan administrator and/or Plan service representative. When considering whether to defer your distribution, carefully review the Plan Document and/or Plan's Summary Plan Description, including the sections on timing of distributions and available distributions.

### Benefit Payment Options and Financial Effect

Unless you elect another method of payment at the time you are eligible to take a distribution from the Plan, the Plan requires payment to you of a Qualified Annuity Benefit. Instead of a Qualified Annuity Benefit, generally, you may elect distribution under the following methods:

- Single Payment
- Installments from the Plan over a specified period of time
- Installments from the Plan based on a fixed dollar amount
- Purchase of a joint and 50% survivor annuity contract on your behalf
- Purchase of a joint and 75% survivor annuity contract on your behalf
- Purchase of a single life annuity contract on your behalf

**The attached form contains the benefit option that you have already requested. If you would like to request a different benefit option available under the Plan, please contact 1-833-369-4239.** In order to request an annuity option, in addition to this form you will need to complete a separate annuity purchase form required by your plan's annuity provider.

A single payment means you receive a one time payment from the Plan less applicable withholding and fees.

Under an installment distribution, the Plan makes periodic payments of your vested account balance over a specified period of time or of the specified dollar amount. Because of earnings or losses on investments, the total amount ultimately paid to you could be more or less than the value of your vested account balance as of today. After commencing an installment distribution, you may accelerate the payment of all, or any portion, of your unpaid vested account balance at any time.

Under annuity contract options, the Plan will apply a specified dollar amount or the entire vested account balance to the purchase of the nontransferable contract and the contract will provide payments over the elected annuity term. The level of payments provided under the contract will depend on the terms of the contract you choose.

The following charts provide examples of amounts payable to a hypothetical participant and his or her spouse at various ages under the distribution options available under the plan. You may also request specific information for your situation. In each example, we have assumed that the spouse is the same age as the participant and we have assumed a vested account balance of \$50,000.00.

Distribution Option	Age 55 Commencement	Age 60 Commencement	Age 65 Commencement	Age 70 Commencement
Single Payment	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Joint and 50% Survivor Annuity*	\$161.47 per month (\$80.73 per month for survivor annuity)	\$182.70 per month (\$91.35 per month for survivor annuity)	\$211.14 per month (\$105.57 per month for survivor annuity)	\$250.60 per month (\$125.30 per month for survivor annuity)
Joint and 75% Survivor Annuity*	\$156.05 per month (\$117.04 per month for survivor annuity)	\$175.66 per month (\$131.74 per month for survivor annuity)	\$201.90 per month (\$151.42 per month for survivor annuity)	\$238.24 per month (\$178.68 per month for survivor annuity)
Straight Life Annuity*	\$173.51 per month	\$198.63 per month	\$232.43 per month	\$279.63 per month
Installments for fixed period of time** (e.g. 12 years)	\$4,166.67 per year \$1,041.67 per quarter \$347.22 per month	\$4,166.67 per year \$1,041.67 per quarter \$347.22 per month	\$4,166.67 per year \$1,041.67 per quarter \$347.22 per month	\$4,166.67 per year \$1,041.67 per quarter \$347.22 per month
Installments for a specified amount***	\$3,500.00 per year \$857.00 per quarter \$291.67 per month	\$3,500.00 per year \$857.00 per quarter \$291.67 per month	\$3,500.00 per year \$857.00 per quarter \$291.67 per month	\$3,500.00 per year \$857.00 per quarter \$291.67 per month

\* The annuities shown are estimates that have been based on the unisex mortality table under section 417(e)(3)(B) of the Internal Revenue Code, assuming a 1.5% interest rate. The insurance company from which the trustee purchases the annuity contract may use different factors. The joint and survivor factor used assumes that the participant and the survivor are the same age. Different factors will produce a different monthly payment.

\*\* Assumes a 0% interest, no mortality and election of a 12 year period certain.

\*\*\* Assumes a 0% interest, no mortality and election of a \$3,500.00 amount certain per year. In these assumptions, the \$3,500.00 will be distributed each of the first 14 years and \$1000.00 will be distributed in year 15.

**NOTE: The annuity calculations under the Qualified Joint and Survivor Annuity depend upon the actual age of the spouse (annuity payments will be significantly lower if the spouse is significantly younger than the participant).**

**Further information.** If you need additional information or have any questions regarding the information provided in this notice or any form included with your distribution package, please contact your Plan Administrator or the Service Provider. You can contact Plan's Service Provider at:

Empower  
 PO Box 56025  
 Boston, MA 02205-6025  
 Fax: 1-866-345-3050  
 Website: empowermyretirement.com

## Participant Hardship Withdrawal Guide - 401(a)

### The Hardship Withdrawal Request

#### **Before completing the form, please note the following information:**

- All pages of the Hardship Withdrawal Request form ("Withdrawal Form") must be returned.
- Neither this Guide nor this Withdrawal Form are intended to provide tax or legal advice. In the preparation of this Withdrawal Form, and where I deem appropriate, I will seek a consultation with my accountant and/or tax advisor.
- **I must attach all supporting documentation to my request.**
- **I must complete a separate Withdrawal Form for each account or plan number.**
- **If I am a Beneficiary, I need to complete and submit a Death Benefit Claim Request form rather than this Withdrawal Form.**
- **If I am an Alternate Payee, I need to complete and submit an Alternate Payee QDRO Distribution Request rather than this Withdrawal Form.**

#### **Changes to My Request**

- Any changes to this Withdrawal Form must be crossed out and initialed. If I do not initial all changes, this Withdrawal Form may be returned to me for verification.

#### **Incomplete or Inaccurate Information**

- In the event that any section of this Withdrawal Form is incomplete or inaccurate, Service Provider may not be able to process the transaction requested on this Withdrawal Form. I may be required to complete a new form or provide additional or proper information before the transaction will be processed.

### Section A: What is my personal information?

- All information in this section must be completed.
- The name provided MUST match the name on file with Service Provider.
- Personal information will be kept confidential.
- If I am a Non-Resident Alien, refer to the 'Non-Resident Alien or Other Certification' section of this Guide.
- I have confirmed the address on my account by accessing my account online at [empowermyretirement.com](http://empowermyretirement.com). If the address on my account does not match the address provided in this section, there will be processing delays.
- If I require an address change, I must update my address with the plan sponsor who will then need to update the address Service Provider has on file.
- Once the address is updated, I may submit this form with my new address entered in this section.

### Section B: What is my reason for this Hardship withdrawal?

- I must choose the reason for my hardship withdrawal in this section and attach the corresponding required documentation in order for my request to be processed.
- I am required to receive all withdrawals (other than hardship withdrawals), from this and all other plans maintained by the plan sponsor (including a related employer).

### Section C: What amount am I requesting for my Hardship withdrawal?

#### Available contribution source(s) for my Hardship withdrawal:

- SHN1 Employer Contribution
- The amount I request for hardship may not exceed the amount of my financial need.
- Unless the Net Amount box has been selected, the amount I request will be a gross amount; that is, Federal and/or State Income tax will be withheld from my requested amount.

#### **Hardship Withdrawal Approval and Effective Date**

- Before processing my hardship withdrawal request, Service Provider must first receive all required documentation.
- This request cannot be approved without proof of financial hardship.
- If any documentation is missing, my request will be rejected and will not be processed until I have submitted the required documentation with a copy of this Withdrawal form.
- The effective date of my hardship withdrawal request will not be until after the hardship approval.

### Section D: How do I want my withdrawal delivered?

- Once complete request is received in good order with applicable documentation, delivery of payment is based on completion of the withdrawal process and the timing of approval.
- I must select a delivery option from the choices provided. If I do not make any selection, all transactions will be sent by United States Postal Service ("USPS") regular mail.
- Below is a description of each delivery option.

#### **Check by USPS Regular Mail**

- Estimated delivery time is up to 5 business days.
- No additional charge.

#### **Check by Express Delivery**

- Estimated delivery time is 1-2 business days.
- A non-refundable charge of up to \$30.00 will be deducted, in addition to any withdrawal fees.
- Available for delivery, Monday-Friday, with no signature required upon delivery.
- If the address is a P.O. Box, the check will be sent by USPS Priority Mail and estimated delivery time is 2-3 business days.
- Delivery is not guaranteed to all areas.

#### **Electronic deposit (ACH) to the bank account on file**

- I have an existing ACH that has been on file for at least fifteen (15) days and I wish to use it for this withdrawal request. If my ACH has not been established on my account for at least 15 days, a check will be sent to my address on file.
- Estimated delivery time is 2-3 business days.
- No additional charge.

- Not available for Direct Rollovers.

#### **Important Information about electronic delivery**

- If requested, your funds can be delivered electronically to your bank account through the Automated Clearing House (ACH) network. By choosing electronic delivery, you are authorizing us to deposit and withdraw funds to and from your account as necessary, including any adjustments that may be needed. Also, you are authorizing your bank to receive deposits and allow withdrawals, including adjustments, in the same manner.
- Your electronic deposit (ACH) banking information must have been previously submitted to us and verified for your protection; otherwise, we will send a check to your address on file.
- You authorize and direct your financial institution not to hold any overpayments on your behalf, or on behalf of your estate or any current or future joint account holder, if applicable.

#### **Section E: Non-Resident Alien or Other Certification**

- If I am a non-resident alien, I must complete the 'Non-Resident Alien or Other Certification' section on this form.
- The withholding rate applicable to my payment is the thirty percent (30%) unless a reduced rate applies because my country of residence has entered into a tax treaty with the U.S. and the treaty provides for reduced withholding rate or an exemption from withholding. In order to claim a treaty rate, I must complete the appropriate fields, tax treaty section, if applicable, and provide a U.S. Taxpayer Identification number. I may call 1-800-TAX-FORM (829-3676) or visit [irs.gov](http://irs.gov) for further information. If I need and as I see applicable, I will consult with my tax advisor to determine my appropriate tax withholding.

#### **Section F: How will my income taxes be withheld?**

- If I do not have sufficient Federal or State Income Tax withheld from the taxable amount of my withdrawal, I will be responsible for payment of estimated tax and/or may incur penalties under estimated tax rules.
- I have attached IRS Form W-4R and/or my State's Income Tax withholding form with my elections, if required. If these forms are required for my withdrawal, and are not submitted, Service Provider will withhold in accordance with applicable Federal and State regulations.
- If I need and as I see applicable, I will consult with my tax advisor to determine my appropriate tax withholding.

#### **Federal Income Tax Withholding**

- For your federal income tax withholding election, unless you elect out of withholding, or otherwise complete the IRS Form W-4R (please go to [irs.gov](http://irs.gov) and enter *Form W-4R* into the search bar or call 1-800-TAX-FORM (829-3676)), federal income tax will be withheld at a rate of 10%. If you choose to make an alternate income tax withholding election, then you must complete and attach Form W-4R to this Withdrawal Form.
- I understand that I am still liable for the payment of federal income tax on the taxable amount. I also understand that I may be subject to tax penalties under the estimated tax payment rules if my payments of estimated tax and withholding, if any, are not adequate.

#### **Income Tax Withholding Applicable to Payments Delivered Outside the U.S.**

- If I am a U.S. citizen or U.S. resident alien and my payment is to be delivered outside the U.S. or its possessions, I may not elect out of Federal Income Tax withholding from the taxable amount of my withdrawal.

#### **Income Tax Withholding for a Non-U.S. Person**

- If I am a non-resident alien, I must complete the 'Non-Resident Alien or Other Certification' section on this form.
- The withholding rate applicable to the taxable amount of my payment is thirty percent (30%) unless a reduced rate applies because my country of residence has entered into a tax treaty with the U.S. and the treaty provides for a reduced withholding rate or an exemption from withholding. In order to claim a treaty rate, I must complete the appropriate fields, tax treaty section, if applicable, and provide a U.S. Taxpayer Identification number. I may call 1-800-TAX-FORM (829-3676) or visit [irs.gov](http://irs.gov) for further information. If I need and as I see applicable, I will consult with my tax advisor to determine my appropriate tax withholding.

#### **State Income Tax Withholding**

- If applicable, I will attach my State's Income Tax withholding form to make tax elections when required. In the event these forms are required for my withdrawal and not submitted, Service Provider will withhold in accordance with applicable state regulations.
- If I live in the state that mandates State Income Tax withholding, State Income Tax will be withheld. If I wish to have additional State Income Tax withheld, I may elect so by entering a percentage or dollar amount on the line provided.
- Certain states allow an election for no State Income Tax withholding depending on the reason and type of withdrawal I have selected. For these states only, State Income Tax will be withheld unless I properly elect otherwise on the form.
- Certain states do not require mandatory withholding but allow to elect State Income Tax withholding depending on the reason and type of withdrawal I have selected. If I elect this, State Income Tax will be withheld based on a default rate/rules provided by the state of my residence. I may elect to have an additional State Income Tax withheld by entering a percentage or a dollar amount on the line provided.
- **For more information and applicable forms or documentation that may be required for my state**, refer to the appropriate state tax authority.

#### **Section G: Signatures and Consent**

- **Handwritten signatures are required on this form. Electronic signatures will not be accepted and will result in a significant delay.**

#### **My Consent**

- My signature and the date are required.
- I attest to receiving, reading, understanding and agreeing to all provisions of this Withdrawal Form Request and the Participant Hardship Withdrawal Guide.

#### **My Spouse's Consent (if applicable)**

- If my marital status in Section A is married and my Plan is subject to the spousal consent requirements of ERISA or otherwise requires spousal consent, I must have my spouse sign in this section of this Withdrawal Form, and my spouse's signature must be notarized in this section or witnessed by my authorized Plan Administrator.
- My spouse's consent must be obtained no more than 180 days prior to my withdrawal date.

#### **My Plan Administrator Witnessing Spousal Consent**

- By signing this section, my Plan Administrator signature is certifying that they have witnessed my spouse's signature for the spousal consent.
- If my Plan Administrator will not sign that they are witnessing a signature, I must obtain the applicable notarization.

#### **Section H: Where should I send this form?**

- Once I have completed this Withdrawal Form, including obtaining all signatures, I must forward it according to the instructions listed in this section.

- If I have elected to upload my documents, which includes the Withdrawal Form and required supporting documentation, I need to allow 2-4 hours for confirmation of receipt before I check on the status and confirm that all pages have been received.
- We will not accept hand delivered forms at Express Mail addresses.

### **Important Note**

- Although every effort is made to keep the information in this Guide current, it is subject to change without notice. Federal, state, and local tax laws may be revised, and new Plan provisions may be adopted by the Plan. For the most up to date version of this Guide, please visit the website at [empowermyretirement.com](http://empowermyretirement.com) or call Client Service at 1-833-369-4239.
- Access to the Voice Response System or the website may be limited or unavailable during periods of peak demand, market volatility, systems upgrades, maintenance or for other reasons.
- For more information about available investment options, including fees and expenses, I may obtain applicable prospectuses and/or disclosure documents regarding Plan investments and fees available from my Plan administrator and/or Plan Service representative. Read them carefully before investing.