Prudential

Instructions for Requesting a Hardship Withdrawal

IBEW Local Union No. 716 Retirement Plan

Instructions

Please print using blue or black ink. Enclosed are the following items needed to request a hardship withdrawal from your retirement plan. Please review and complete each of the items as described in the procedures below. This request must be authorized by your employer. Please forward this form to your Fund office to complete the 'Your Plan Authorization' section. This request cannot be processed without an authorized signature from your Fund office. Do not fax or mail to Prudential until the 'Your Plan Authorization' section on this form is reviewed by your Fund Representative.

Attention: Fund Office - Please send completed form to our address or fax number.

IBEW LU 716 Fund Office
C/O BENEFIT RESOURCES
8441 GULF FREEWAY
SUITE 304
HOUSTON, TX 77017

Questions?
Call 1-877-778-2100
for assistance.

Procedure Checklist

Item	Procedure	Return to address above?
Hardship Withdrawal Request Form	• Complete all relevant sections after reading all the information in the package. • Indicate the reason for your hardship request on the form. • You must also provide the appropriate documentation evidencing financial need. • Sign and date the form. • Return this form to the above address for review, approval and processing.	Yes
Attachments to the Hardship Request Form and Hardship Documentation	The documents you need to attach to your Request for Hardship Disbursement to substantiate the nature of your hardship request are detailed on the *Attachments to the Hardship Request*. If any of the required documents are missing, your request for hardship cannot be processed. • You must include acceptable documentation within the specified timeframe with the attachments or your request will be rejected.	Yes
Approval/Denial of Hardship Request	Upon receipt of your hardship request, a review of all paperwork will be completed. • If it is determined that you qualify for a hardship based on current Internal Revenue Code regulations, we will process your request. All hardship distributions are reported to the Internal Revenue Service on Form 1099-R. In the event of an audit you must retain documentation to support your claim of financial hardship and to demonstrate compliance. Tax or legal counsel should be consulted regarding the permissibility of any distribution. • If your paperwork is not in good order, the hardship distribution request will be denied. We will notify you of our findings. Please note that the documents submitted will not be returned to you, therefore, please make copies for your records.	No

Customer Service representatives are available to help you complete the forms, or answer general questions you may have about your distribution or about the plan. Personal assistance with a Customer Service representative is available Monday through Friday, 8 a.m. to 9 p.m. Eastern Time, except on holidays. Our representatives look forward to providing you with information in English, Spanish, or many other languages through an interpreter service. Account information is available for the hearing impaired by calling us at 1-877-760-5166. On the website, you are able to review your account information. You may access information on your account at www.retirement.prudential.com which is generally available 24/7.

Prudential

Hardship Withdrawal Request Form

IBEW Local Union No. 716 Retirement Plan

About You

Plan number
0 1 0 0 1 8

Sub Plan number
0 0 0 0 0 1 IBEW Local 716

Social Security number

First name

MI

Last name

Address

City

State

ZIP code

Email address

Date of birth
month day year

Gender
M F

Fax Number
area code

Daytime telephone number
area code

Evening telephone number (Best time to call_________ am) pm)
area code

Employer

Please review all the enclosed information before proceeding.

Marital status ☐ Married -spousal signature required* ☐ Not married

Withdrawal Request Amount

The disbursement amount will be taken from your account according to the hierarchy determined by the Plan/Program. If the amount requested exceeds your maximum hardship withdrawal amount, you will be paid the maximum amount available.

Amount : $__________________ (REQUIRED-MUST BE COMPLETED)

If you do not check the box below, the "gross up" will not occur. You may include in the hardship disbursement amount additional amounts necessary to pay anticipated federal or state income tax and penalties. If you would like your gross payment to include taxes and fees reasonably anticipated to result from this hardship disbursement (this is called a "gross up"), check the following box.

☐ I would like to increase the amount of my hardship withdrawal request to cover any federal and state income taxes, penalties, and any applicable fees that may reasonably be anticipated as a result of this disbursement.

Note: Your election for Federal and State Income Tax in the following sections will be used as the amount of reasonably anticipated taxes and fees in the "gross up" calculation.

Reason for Hardship Withdrawal *(Check all that apply)*

I hereby request a Hardship withdrawal for the following reason(s). I agree to provide the applicable documentation as described. *Please refer to Important Withdrawal Information for additional information on definition of dependent in IRC Section 152.

☐ Medical/Dental expenses incurred by me, my spouse, or any of my dependents. These are un-reimbursed medical/dental expenses that must be paid to receive medical/dental care for the participant, the participant's spouse, the participant's dependents. *Please refer to the Attachment to the *Hardship Withdrawal Request: Medical/Dental Expenses* for required documentation.

☐ Purchase (excluding mortgage payments) of my principal residence. These are expenses directly related to the purchase of a principal residence in which I shall reside excluding mortgage payments. *Please refer to the Attachment to the *Hardship Withdrawal Request: Purchase of a Principal Residence* for required documentation.

☐ Payment of tuition for the next 12 months of post-secondary education for me, my spouse, or any of my children, or dependents. This includes tuition, related education fees, and room & board expenses for up to the next 12 months of post secondary education for the participant, the participant's spouse, the participant's children or dependents. *Please refer to the Attachment to the *Hardship Withdrawal Request: Payment of Tuition and Related Expenses* for required documentation.

☐ Payments needed to prevent eviction or mortgage foreclosure on my principal residence. These payments are necessary to prevent eviction of the participant from the participant's principal residence or foreclosure on the mortgage of the residence. *Please refer to the Attachment to the *Hardship Withdrawal Request: Payments to Prevent Eviction or Foreclosure* for required documentation.

☐ Payment of burial or funeral expenses for my deceased parent, spouse, children, dependents. This includes payment for burial or funeral expenses for the participant's deceased parents, the participant's spouse, the participant's children or dependents. *Please refer to the Attachment to the *Hardship Withdrawal Request: Payments for Burial or Funeral Expenses* for required documentation.

☐ Expenses for the repair of damage to my principal residence that qualifies for a casualty deduction. This includes a casualty loss to the participant's principal residence that arose from fire, storm, earthquake or some other casualty. Only the portion of the expense that is not covered by insurance is eligible for this purpose. *Please refer to the Attachment to the *Hardship Withdrawal Request: Payments for Damage to Principal Residence* for required documentation.

Election for Withholding of Federal Taxes

Federal tax laws require us to withhold income taxes from the taxable portion of a retirement plan distribution. Some states also require withholding from the taxable portion of your distribution if federal income tax is withheld. Hardship disbursements are subject to 10% federal tax withholding unless you elect otherwise. You can elect to have no federal taxes withheld by checking the box below. If you elect out of withholding, you are still responsible for payment of any taxes due, and you may incur penalties if your withholding and/or estimated tax payments are not sufficient. You can change your withholding election at any time by calling the toll free number on this form. This election applies until revoked.

☐ 1. I elect to have federal income tax withheld at 10% from the taxable amount of my distribution.

☐ 2. I elect not to have federal income tax withheld from my distribution.

☐ 3. I elect to have federal income tax withheld from the taxable amount of my distribution at either the following percentage or dollar amount. The federal withholding calculated from your election below must be at least 10% of the taxable distribution amount.

____________________% or $_________________________.00

It is our understanding a hardship disbursement is not eligible to be rolled over. All or part of the taxable portion of your hardship disbursement may be subject to an additional 10% federal income tax penalty on early distributions, unless you qualify for an exception. Since neither Prudential nor any of its employees, agents or representatives can give legal, tax or financial advice on behalf of the Plan, you are urged to consult your own personal legal, tax and/or financial advisor with any questions on allowances, deductions, or tax credits that may apply to your particular situation before you take any action.

Express Mail

(check box if applicable)

☐ I wish to have my disbursement check sent by express mail. Therefore, please deduct $25.00 per check from my account prior to the distribution. Please Note: Express mail is *not* available for delivery to post office boxes.

Election For Withholding of State Income Taxes

(For Single Sum Payments and Rollovers of non-Roth money to a Roth IRA)

A. Mandatory State Withholding: If you reside in a state where state income tax withholding is mandatory AR, CA*, DC (mandatory for total single sum distributions only), DE, IA, KS, MA, MD (mandatory for eligible rollover distributions only, subject to 20% mandatory federal withholding), ME, MI (see below), NC, NE, OK*, OR*, VA or VT* applicable withholding will be deducted automatically, unless an election out is applicable (see below). Note: Some states require withholding if federal income tax is withheld from the distribution.

If you are a resident of IA, have federal income taxes withheld, and receive one or more distributions totaling more than $6,000 in the calendar year, IA income taxes are required to be deducted for the amount over $6,000.

☐ My resident state is AR, DE, KS, ME, NC, NE, or VA (for NE and VA, election out is allowed for payments from IRA's only) and I do not want state income tax withholding deducted from my distribution. (An election out of AR, DE, KS, ME, NC, or VA state tax is not allowed for eligible rollover distributions, subject to 20% mandatory federal withholding.) *Important note to Maine (ME) residents, If you elect out of ME withholding, you must either have elected out of federal withholding, or have no Maine State tax liability in the prior or current years.*

☐ *My resident state is one of the following: CA, OK, OR, **VT and withholding is required if federal income tax is withheld, unless I elect out of state withholding. By checking this box I am electing out of state withholding. **An election out is not allowed for eligible rollover distributions, subject to 20% mandatory federal withholding.

My resident state is MI and withholding of 4.25% is required, unless my payments are <u>not</u> taxable and I opt out.

☐ My resident state is MI and I would like to opt out of MI withholding. Note: Opting out may result in a balance due on your MI 1040 as well as penalty and/or interest.

☐ My resident state is MI and if my payments <u>are</u> taxable, I wish to have MI state withholding based on the number of exceptions selected. I have entered the number of exemptions below:

______________Enter the number of personal exemptions allowed on your Michigan Income Tax Return (MI-1040). The total number of exemptions you claim may not exceed the number of exemptions you are entitled to claim when you file your MI-1040. Withholding will be computed at the percentage determined by the state after subtracting your personal exemption allowances.

☐ My resident state is MI and I am requesting ____________% <u>additional</u> MI state tax withheld from my payment. This amount must be a <u>whole</u> percentage.

B. Voluntary State Withholding: Please check the appropriate box below. If state income tax withholding is not mandatory in your state, you may be allowed to request state tax withholding. If your state of residence is not listed, or if you choose a method of withholding that is not offered for your state, we cannot withhold state income tax.

☐ I reside in one of the following voluntary withholding states: AL, CO, CT, DC (voluntary for partial and systematic distributions), GA, ID, IA (voluntary if no federal tax withheld), IL, IN, KY, LA, MD (non-eligible rollover distributions only), MA (voluntary if no federal income tax withheld), MN, MO, MS, MT, ND, NE, NJ, NM, NY, OH, PA, RI, SC, UT, VA, WI, WV (NE and VA state withholding is voluntary for payments from IRA's only) and would like state income tax withheld. (Specify a percentage or dollar amount to be withheld.)

______________% or $____________________

☐ I reside in one of the voluntary withholding states listed above and I do not want state income tax withholding deducted from my distribution.

C. No State Withholding: Some states do not have state income tax withholding.

☐ My resident state is one of the following: AK, FL, HI, NV, NH, SD, TN, TX, WA, WY and there is no state income tax withholding.

☐ My resident state is AZ and there is no state income tax withholding on non-periodic (single sum) payments.

***For Married Participants**

Spousal Waiver

(We are unable to accept a fax copy notarized with a raised Seal)

I am the participant's spouse. I understand that I am entitled to a spousal death benefit under the Plan based on the participant's account balance at the time of his or her death. I understand that if this spousal benefit is in the form of a "qualified joint and survivor annuity" or QJSA, an explanation of the QJSA and other payment options was provided to the participant with this waiver form. I realize that the participant cannot waive this spousal benefit and obtain a distribution in the form requested or obtain a loan unless I consent. I acknowledge that the transaction requested by the participant may reduce or eliminate any benefit otherwise payable to me. I voluntarily consent to the participant's waiver or loan request and acknowledge that this will authorize the request.

Spouse's signature X________________________________ *Date* ____|____|____

(Spouse's signature must be witnessed by a notary public OR authorized plan representative. Spouse and Notary must sign and date the form at the same time and on the same date. The dates must match.)

Subscribed and sworn before me this ________ day of ____________, the year __________

State of ______________________________ County of ______________________________

My commission expires ____________________ (Seal/Stamp)

Notary's signature X________________________________

OR

Authorized plan representative's signature X__________________________ *Date* ____|____|____

Certification of Financial Hardship and Authorization

I certify that the information I have provided is true and correct and will be relied upon in processing my request and the tax implications regarding this disbursement. I understand that any failure in this regard, inaccurate assertion or misrepresentation may jeopardize the ability of my employer to offer a plan and may subject me to disciplinary action, including severance from employment. I will be responsible for its accuracy in the event any dispute arises with respect to the transaction. I certify all other distributions (other than hardship distributions) and non-taxable loans have been obtained or sought and any loans which are available will cause further hardship, therefore this hardship disbursement is necessary. I further certify that my need cannot reasonably be relieved (1) through reimbursement or compensation by insurance or otherwise; (2) by liquidation of my assets; (3) by cessation of elective contributions or employee contributions under the plan; or (4) by borrowing from commercial sources on reasonable commercial terms, in an amount sufficient to satisfy the need.

Current federal tax rules require your plan sponsor to notify you, in writing, of certain requirements you must meet to receive a cash distribution from your retirement plan. By signing the approval section below, you waive the required 30-day notice and you will receive a distribution from your retirement plan without delay, but no sooner than 8 days from your receipt of this form, regardless of your marital status, under the terms of your retirement plan. Also, by signing below, you affirm that you will have received a general description and explanation of the optional forms of benefits, if any, available to you and a written notice describing the general tax rules applicable to this distribution.

I have read the explanation of the Qualified Joint and Survivor Annuity (QJSA) and other payment options that was provided and I know that I have the right to receive my benefits as a joint and survivor annuity if I am married or a life annuity if I am not married. I also know I can waive the right to annuity payments, with the consent of my spouse if I am married. I understand that if I waive those rights I can change my mind and revoke the waiver at any time before my payments begin. I have at least 30 days to decide whether or not to waive the annuity payments. By consenting to this distribution, I understand I am waiving my right to a life annuity.

A need cannot reasonably be relieved by one of the actions listed above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a plan loan if the loan would disqualify me from obtaining other necessary financing.

As a Participant of the above-named plan, I hereby request a distribution in the form indicated above, subject to the terms of the plan and the authorization of my Employer. I hereby certify and represent that:

I have obtained all available loans under this plan and all plans of the Employer to the extent that any additions plan loan would be counterproductive to the relief of my or my dependents' financial need (If your plan rules allow.)

I have obtained all currently available distribution amounts under this and any other plan of the Employer, including all in-service withdrawals from rollover and/ or after tax employee contributions, and ESOP dividends (if applicable and in accordance with the plan document). If there are additional amounts available for withdrawal under this plan other than withdrawals due to financial hardship, I acknowledge that those amounts must be paid to me first. I have read the attached Special Tax Notice Regarding Plan Payments and I understand the tax implications regarding this disbursement.

I acknowledge that no elective contributions may be made by me to this or any other plan of the employer for a period of 6 months. I certify that I have reviewed all the information contained in the Attachment to the Hardship Withdrawal Request and believe, in good faith, that I qualify for this hardship withdrawal.
I understand that, at the conclusion of this contribution suspension period, my elective contribution rate will be reinstated automatically.

I have included in this submission the requested documentation that evidences my financial need.

I understand that my request for a hardship withdrawal from the Plan may generally not be revoked once processed.

Privacy Act Notice:
If your employer engages the services of Prudential Retirement to qualify hardships on their behalf, this information is to be used by Prudential Retirement in determining whether you qualify for a financial hardship under your retirement Plan. It will not be disclosed outside Prudential Retirement except as required by your Plan and permitted by law for regulatory audits. You do not have to provide this information, but if you do not, your application for a hardship may be delayed or rejected.

Certification of Financial Hardship and Authorization (continued)

Consent:
By signing below, I consent to allow Prudential Retirement to request and obtain information for the purposes of verifying my eligibility for a financial hardship under this Plan.

If there are investment options available through your retirement account that are subject to the fund's market timing policies, you may be subject to restrictions or incur fees if you engage in excessive trading activity in those investments. You may wish to review the fund prospectus or your retirement account's market timing policy prior to submitting this transaction request. If a fee applies to the transaction, you will be able to view the details after the transaction is processed by logging on to the retirement internet site at www.prudential.com/online/retirement.

X______________________________ *Date* ____|____|____

Participant's signature (REQUIRED)

Your Plan Authorization

This section must be completed by your employer and signed by an authorized Fund representative. I certify all other distributions (other than hardship distributions) and non-taxable loans have been obtained or sought and any loans which are available will cause further hardship, therefore this hardship disbursement is necessary.

Vesting Percentage: ________% (if applicable)

Second Vesting Percentage:__________ % (if applicable) Indicate Source Name:____________

X______________________________ *Date* ____|____|____

Authorized Fund representative's signature

Print Name and Title ______________________________

X______________________________ *Date* ____|____|____

Authorized Fund representative's signature (if two signatures are required)

Print Name and Title ______________________________

Prudential fax number: 1-866-439-8602.

Important Withdrawal Information

Hardship Withdrawals and other Plan Withdrawal Options

If your plan allows for other in-service withdrawals (e.g. age 59 1/2, after-tax withdrawal, rollover withdrawals, etc.) or loans, these must be used before a Hardship withdrawal can be made. Hardship withdrawals on your pre-tax account are generally limited to your pre-tax contributions only. You may not request a withdrawal amount in excess of the need detailed in your Hardship documentation enclosed.

Elective Deferral Suspension

If your hardship request is approved, you will be suspended from making contributions to this plan for a period of 6 months. At the conclusion of this contribution suspension period, my elective contribution rate will be reinstated automatically.

Federal and State Tax Withholding

The withdrawals you receive from the plan are subject to Federal Income Tax withholding unless you elect not to have withholding apply. Withholding will only apply to the portion of your distribution or withdrawal that is included in your income subject to Federal Income Tax. If you elect not to have withholding apply to your withdrawal, or if you do not have enough Federal Income Tax withheld from your withdrawal, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rule if your withholding and estimated tax payments are not sufficient.

Note that a voluntary withholding election cannot be made involving accounts for which a name and/or taxpayer identification number (TIN) is incorrect or missing. See IRS Publication 1586 for information about mandatory withholding when a participant's (or beneficiary's) TIN is missing or incorrect.

You may elect not to have withholding apply to your Hardship withdrawal or to have a specific percentage withheld. If less than the maximum amount available is requested, your distribution will be increased by the applicable tax withholding unless you elect not to have the distribution "grossed up" by the amount of the withholding tax.

If you are a resident of Arkansas, California, Delaware, Iowa, Kansas, Maine, Maryland, Massachusetts, Mississippi, Nebraska, North Carolina, Oklahoma, Oregon, Vermont, and Virginia, state taxes will automatically be withheld if federal taxes are withheld. This list is subject to change based on changing state tax withholding requirements.

Dependent

The definition of "dependent" is important in the application of the "deemed hardship" withdrawal standards that pertain to plans/programs. Unless a specific exception applies, a dependent must either be a "qualifying child" or a "qualifying relative". These terms are defined as follows:

Qualifying Child

A qualifying child is a child or descendant of a child of the taxpayer. A child is a son, daughter, stepson, stepdaughter, adopted child or eligible foster child of the taxpayer. A qualifying child also includes a brother, sister, stepbrother or stepsister of the taxpayer or a descendant of any such relative. In addition, the individual must have the same principal place of abode as the participant for more than half of the taxable year, the individual must not have provided over half of his own support for the calendar year, and the individual must not have attained age 19 by the end of the calendar year. An individual who has attained age 19 but is a student who will not be 24 as of the end of the calendar year and otherwise meets the requirements above is also considered a qualifying child. Special rules apply to situations such as divorced parents, disabled individuals, citizens or nationals of other countries, etc. Please see your tax advisor for further details regarding special situations.

Qualifying Relative

A qualifying relative is an individual who is not the participant's "qualifying child", but is the participant's: child, descendant of a child, brother, sister, stepbrother, stepsister, father, mother, ancestor of the father or mother, stepfather, stepmother, niece, nephew, aunt, uncle, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law. An individual who is not the participant's spouse but who shares the same principal place of abode and is a member of the participant's household may also be considered a qualifying relative. Regardless of the participants relationship to the individual, the participant must provide over half of the individual's support for the calendar year for that individual to be considered the participant's qualifying relative. There are special rules for situations such as multiple support agreements, divorced or legally separated parents, custodial and non-custodial parents, etc. Please see your tax advisor for further details regarding special situations.

If you are requesting a hardship withdrawal to cover expenses that pertain to the individuals listed below, <u>copies</u> of the following additional documents must also be submitted:

- Your spouse: Your most recent Form 1040 US Income tax return.
- Your dependent: Dependent's birth, or adoption certificate; <u>and</u> your most recent Form 1040 US Income tax return.

Applies to Sections 401 and 403

SPECIAL TAX NOTICE REGARDING PLAN PAYMENTS

Retain For Your Records

This notice is provided to you by Prudential Financial, Inc., on behalf of the plan administrator ("Plan Administrator").

Right to Defer Distributions from Defined Contribution Plans

You may be eligible to receive a distribution from your employer's retirement plan now. Instead of taking a distribution now, you may elect to defer receiving a distribution until a later date -- typically as late as age 70½. (If your account balance does not exceed $5,000 (or the amount of your plan's cashout threshold), you may not have a right to defer payment.) If you defer receiving a distribution, the plan investment options available to you thereafter (including related fees) generally will be the same as those available to active employees. However, certain plan features, such as the right to repay or take a loan from the plan, may not be available if you have terminated employment. Please refer to your summary plan description and fund fact sheets for more information about plan investment options, investment related expenses, any plan restrictions or charges applicable to terminated employees, payment options, and any other special rules that may impact your distribution decision. If you elect to receive a distribution that you roll over to another eligible retirement plan such as an IRA, the investment options offered under your current employer's plan (e.g., mutual funds, employer stock) may not be available to you or, if available, are likely to carry higher expenses if transferred to an IRA. If you elect to receive a distribution but do not roll it over to another eligible retirement plan, such action triggers taxation (possibly including a 10% penalty), results in loss of future tax-deferred earnings (if any), and may diminish the funds available to you for retirement purposes. For additional information about plan investment options (and related fees), plan restrictions or charges applicable to terminated employees who defer receiving a distribution, or if you have other questions regarding your right to defer a distribution, and the consequences of failing to defer, please contact Prudential at the number provided on your benefit statement.

For Payments Not From a Designated Roth Account

This notice describes the rollover rules that apply to payments from your employer's plan (the "Plan") that are <u>not</u> from a designated Roth account (a type of account with special tax rules in some employer plans). A different notice is provided for payments from a designated Roth account.

<u>YOUR ROLLOVER OPTIONS</u>

This notice is provided to you because all or part of the payments that you may receive from the Plan may be eligible for rollover to an IRA or an eligible employer plan. This notice is intended to help you decide whether to do such a rollover. If you have additional questions after reading this notice, you can contact your Plan Administrator.

Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

<u>If you do a direct rollover</u>, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

<u>If you do not do a direct rollover</u>, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if you roll over a distribution of S corporation stock to an IRA).

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Payments of ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution.

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to $10,000 used in a qualified first-time home purchase, and (3) payments for health insurance premiums after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If your payment includes after-tax contributions

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is included in the payment, so you cannot take a payment of only after-tax contributions. However, if you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment. In addition, special rules apply when you do a rollover, as described below.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan and at the same time the rest is paid to you, the portion directly rollover over consists first of the amount that would be taxable if not rollover over. For example, assume you are receiving a distribution of $12,000, of which $2,000 is after-tax contributions. In this case, if you directly roll over $10,000 to an IRA that is not a Roth IRA, no amount is taxable because the $2,000 amount not directly rolled over is treated as being after-tax contributions. If you do a direct rollover of the entire amount paid from the Plan to two or more destinations at the same time, you can choose which destination receives the after-tax contributions.

If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a distribution of $12,000, of which $2,000 is after-tax contributions and no part of the distribution is directly rolled over. In this case, if you roll over $10,000 to an IRA that is not a Roth IRA in a 60-day rollover, no amount is taxable because the $2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*.

If your payment includes employer stock that you do not roll over

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to after-tax contributions or paid in a lump sum after separation from service (or after age 59½, disability, or the participant's death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or employer plan. The Plan Administrator can tell you the amount of any net unrealized appreciation.

If you have an outstanding loan that is being offset

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

If you were born on or before January 1, 1936

If you were born on or before January 1,1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, *Pension and Annuity Income*.

If you are an eligible retired public safety officer and your pension payment is used to pay for health coverage or qualified long-term care insurance

If the Plan is a governmental plan, you retired as a public safety officer, and your retirement was by reason of disability or was after normal retirement age, you can exclude from your taxable income plan payments paid directly as premiums to an accident or health plan (or a qualified long-term care insurance contract) that your employer maintains for you, your spouse, or your dependents, up to a maximum of $3,000 annually. For this purpose, a public safety officer is a law enforcement officer, firefighter, chaplain, or member of a rescue squad or ambulance crew.

If you roll over your payment to a Roth IRA

If you roll over a payment from the Plan to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover).

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)* and IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*.

If you do a rollover to a designated Roth account in the Plan

You cannot roll over a distribution to a designated Roth account in another employer's plan. However, you may be able to roll the distribution over into a designated Roth account in the distributing Plan. If you roll over a payment from the Plan to a designated Roth account in the Plan, the amount of the payment rolled over (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount rolled over out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover).

If you roll over the payment to a designated Roth account in the Plan, later payments from the designated Roth account that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a designated Roth account is a payment made both after you are age 59½ (or after your death or disability) and after you have had a designated Roth account. However, if you made a direct rollover to a designated Roth account in the Plan from a designated Roth account in a plan of another employer, the 5-year period begins on January 1 of the year you made the first contribution to the designated Roth account in the Plan or, if earlier, to the designated Roth account in the plan of the other employer. Payments from the designated Roth account that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies).

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions and the special rules for public safety officers do not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, *U.S. Tax Guide for Aliens*, and IRS Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than $200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

Unless you elect otherwise, a mandatory cashout of more than $1,000 (not including payments from a designated Roth account in the Plan) will be directly rolled over to an IRA chosen by the Plan Administrator or the payor. A mandatory cashout is a payment from a plan to a participant made before age 62 (or normal retirement age, if later) and without consent, where the participant's benefit does not exceed $5,000, or the amount of your plan's cashout threshold (not including any amounts held under the plan as a result of a prior rollover made to the plan).

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, *Armed Forces' Tax Guide*.

If you expatriate from the U.S., you may be subject to special rules, and should consult with your personal tax advisor to determine if you are required to provide Prudential with IRS Form W-8CE.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, *Pension and Annuity Income*; IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*; IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*; and IRS Publication 571, *Tax-Sheltered Annuity Plans (403(b) Plans)*. These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

Important Notice to Participants

Prudential Retirement would like to take this opportunity to advise you of General Consent, Qualified Pre-retirement Survivor Annuity (QPSA), and Qualified Joint and Survivor Annuity (QJSA) rules.

General Consent Rules

Generally, you must consent to distributions from your Plan unless the Plan permits involuntary distributions when your account balance is less than $5,000. General information on optional forms of benefit under your Plan is available on this statement or by calling the account information number on this statement. If your Plan does not allow for annuities, the information on QJSA and QPSA does not apply to you.

QPSA Rules

Explanation of QPSA for married participants: In the case of your death before retirement, the Plan will use no less than 50% of your vested account balance to purchase a qualified pre-retirement survivor annuity (QPSA) from an insurance company for your spouse. If you desire a different form of payment or wish to designate a beneficiary other than your spouse, you must file a waiver of the QPSA with the Plan Administrator during the election period. This waiver must be approved by your spouse in writing and be witnessed by a Notary Public or by an authorized Plan representative. Please contact the Plan Administrator concerning the available alternative forms of payment.

Election Period: The election period begins on the first day of the Plan Year during which you attain age 35, and ends on the earlier of your death or the date on which your account balance commences to be paid under the Plan. Your Plan may provide that an election is permitted prior to age 35; however, if this is the case, any such election must be reaffirmed with appropriate spousal consent during the Plan Year in which you attain age 35. You may, at any time during the election period, revoke a previous election or make a new election. If you make a new election, your spouse must consent to it as provided above.

QJSA Rules

If QJSA is the primary form of benefit under your Plan at retirement, you should read the information in this Notice or read the information in your Plan's Summary Plan Description or the Plan's Document to obtain general information on QJSA and other optional forms of benefit available to you. You may elect a benefit other than QJSA if spousal consent requirements are satisfied.

<u>Explanation of Qualified Joint & Survivor Annuity</u>

How will my benefits be paid to me when I retire?

They will be paid in the form of a Qualified Joint and Survivor Annuity (QJSA):

- If you are married at the time of your retirement, you will receive an annuity for your lifetime. After your death, your surviving spouse will receive an annuity for his or her lifetime in the amount of at least 50% of the annuity payments you received during your lifetime. You may be allowed to elect higher amounts for your surviving spouse, such as 75% or up to 100% of your monthly benefit.
- The annuity will be provided to you by purchasing an annuity contract from an insurance company with all or part of your account balance under the plan.
- If you are unmarried at the time of your retirement, you will receive an annuity for your lifetime.

May I select a different form of benefit payment other than the QJSA?

Yes, provided you request a different form of benefit payment in a manner specified for your Plan. If you are married, you must complete and return the Qualified Joint and Survivor Annuity (QJSA) Waiver Form with your spouse's written consent within the 90-day period prior to the date benefit payments will begin. If you are unmarried, you must complete and return the QJSA Waiver Form with your consent and waiver.

What are the optional forms of benefit payment under the Plan?

If you are married at the time of your retirement, the QJSA provides for annuity payments for your lifetime and after your death for the lifetime of your spouse, in the amount of at least 50% of the payment amount you received during your lifetime. You can choose a form of benefit payment other than the QJSA provided it is available under the Plan and you obtain your spouse's written consent (if applicable). If you are unmarried, the QJSA provides an annuity for your lifetime. Please refer to your Plan's Summary Plan Description or the Plan document for the available options under your Plan.

May I select a different beneficiary?

Yes, provided you request, complete and return a QJSA Waiver Form with your spouse's written consent (if married) prior to the date you elect your benefit.

If I select a benefit payment option other than the QJSA or choose a different beneficiary, may I change the form of benefit payment or beneficiary again?

Yes. You can cancel any prior change and restore the QJSA at any time during the period prior to the date your benefit payments will begin. Additionally, you can select another form of benefit payment or choose another beneficiary if you:

- Make the change before your benefit payments begin..
- Obtain your spouse's consent (if married) unless, at the time of your initial change in form of benefit payment or beneficiary, your spouse, if permitted by the Plan, gave general consent permitting you to make later changes to the form of benefit payment or beneficiary without having to obtain further consent.

What happens if I want to take a loan from the Plan?

Because your benefit must be paid in the form of a QJSA, if you take a loan from the Plan it will also be subject to QJSA. This means that if you elect to take a loan from your Plan, and you are married, you must complete and return the QJSA Waiver Form with your spouse's written consent. If you are unmarried, you must complete and return the QJSA Waiver Form with your consent and waiver. The rules that apply when the benefit is payable when you retire will also apply to the benefit payable as a loan.

What happens if my benefit exceeds $5,000 on the date my benefit becomes payable (or at the time of any prior payment)?

If your benefit exceeds $5,000 ($3,500 for plans not adopting the increase allowed in 1996 or exceeded $3,500 at any time of any prior payment), it cannot be paid to you until you reach normal retirement age under the Plan, or, if later, age 62, unless you consent in writing.

Otherwise, consistent with the law and your Plan document, your benefit may be paid to you immediately regardless of any election you may have made to receive it later or in a different form.

How much time do I have to select either a different form of benefit payment other than QJSA, or, if permitted by the Plan, to elect to have my benefit paid to me before the later of normal retirement age or age 62?

You have at least 30 days after receiving this QJSA explanation to make your decision.

Do I have to wait 30 days to select a different form of benefit payment other than QJSA, or, if permitted by the Plan, to elect to have my benefit paid to me before the later of normal retirement age or age 62?

No. You may request a disbursement prior to the expiration of the 30-day period, however:

- Payment of your benefit cannot begin until at least the 8th day after you receive the QJSA Explanation regardless of your marital status.

You can cancel your distribution election at any time within 30 days of receipt of the QJSA Explanation. If you cancel your election, Prudential will return the annuity purchase price to your Plan.

What happens to my spouse's QJSA benefit if he or she consents to my selection of a different form of benefit payment option other than QJSA or if I select a different beneficiary?

If your spouse consents to your selection of a different form of benefit payment, to the extent your spouse is still your beneficiary, he or she will receive a benefit based on the alternative form of benefit payment you chose. For instance, if you elect a single life annuity or a lump sum payment of your full account balance, your spouse will receive no further payment from the Plan.

If you select a different beneficiary, your spouse will receive no benefit under the Plan.

May I receive additional information regarding the QJSA or the specific benefit payable to me or my spouse?

Yes. You can obtain additional information such as other optional forms of distribution that may be available under your Plan by reading the information in your Plan's Summary Plan Description. You may also write to Prudential at: Prudential Retirement, 30 Scranton Office Park, Scranton, PA 18507-1789. If your request is made in writing, you will receive additional QJSA information within 30 days from the date of your request.

Qualified Joint and Survivor Annuity (QJSA) and Optional Forms of Benefit

The following is a list of common optional forms of benefit and the relative financial effect of electing each as compared to the QJSA. The basic meaning of some of the terms used to describe the options is as follows:

"Life Annuity" or "Life" is an annuity payable for the participant's lifetime.

"X% Joint & Survivor" is an annuity payable for the participant's lifetime plus X% of the participant's benefit paid to the beneficiary for the beneficiary's lifetime.

"X Year Certain" is an annuity for the lifetime or lifetimes mentioned, but with the assurance that the payments will be made to either the participant or a beneficiary for X number of years even if the person receiving the annuity dies prematurely.

"Installment Refund" is an immediate annuity in which monthly payments will continue to a beneficiary in the event the annuitant dies before Prudential has made total monthly payments at least equal to the maximum death benefit amount. Upon the death of the annuitant, the difference between the maximum death benefit amount and the total of monthly payments made previously will be paid to the beneficiary in monthly installments in the same amount that was being paid to the annuitant before the annuitant's death, except that the last payment to the beneficiary will be a lesser amount.

The information provided below is an estimate of the amount payable under an annuity purchased from Prudential Insurance Company of America. A more precise calculation of your monthly benefit upon purchase of an annuity is available upon request. The estimates provided below are based on a benefit with a present value of $10,000 using an interest rate of 2.83% for annuities with a life contingency. Both the participant and the spouse are assumed to be the same age for the examples provided. Differences in your age, the age of your spouse, interest rates, and other assumptions used in this chart can have a significant effect on the amount paid under the option chosen. The interest rate and other contract assumptions in effect when you purchase the annuity will determine the amount of a monthly benefit.

Optional Form of Benefit	Age 65	Age 60	Age 55
Life Annuity	$48.42	$42.00	$37.25
Life and 5 Year Certain Annuity	$48.02	$41.84	$37.19
Life and 10 Year Certain Annuity	$46.82	$41.28	$36.95
Life and 15 Year Certain Annuity	$44.89	$40.31	$36.49
Life and 20 Year Certain Annuity	$42.26	$38.94	$35.77
5 Year Certain Annuity	**	**	**
10 Year Certain Annuity	$84.42	$84.42	$84.42
15 Year Certain Annuity	$60.10	$60.10	$60.10
20 Year Certain Annuity	$48.06	$48.06	$48.06
100% Joint & Survivor Annuity	$40.21	$35.86	$32.66
100% Joint & Survivor Annuity with 5 Years Certain	$40.20	$35.86	$32.66
100% Joint & Survivor Annuity with 10 Year Certain	$40.11	$35.83	$32.65
100% Joint & Survivor Annuity with 15 Year Certain	$39.84	$35.74	$32.63
100% Joint & Survivor Annuity with 20 Year Certain	$39.14	$35.52	$32.55
50% Joint & Survivor Annuity	$43.93	$38.69	$34.80
50% Joint & Survivor Annuity with 5 Year Certain	$43.76	$38.62	$34.78
50% Joint & Survivor Annuity with 10 Year Certain	$43.21	$38.37	$34.67
50% Joint & Survivor Annuity with 15 Year Certain	$42.22	$37.89	$34.45
50% Joint & Survivor Annuity with 20 Year Certain	$40.64	$37.15	$34.09
Installment Refund	$42.48	$38.37	$35.08

** Total payout for this form of annuity will be less than the purchase price.

These materials are provided for informational or educational purposes only. The information provided is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials Prudential Retirement is not acting as your fiduciary as defined in the Department of Labor's Fiduciary rule or otherwise. If you need investment advice consult with a qualified investment professional.