

# Instructions for Requesting a Hardship Withdrawal

NC 401(k) 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. Mail the required documents for approval and processing to the following address or fax it to 1-866-439-8602:

NC Plans Processing Center  
PO Box 5340  
Scranton, PA 18505

**Questions?**  
Call 1-866-627-5267  
for assistance.

**Procedure Checklist**

Item	Procedure	Return to address above?
Hardship Withdrawal Request Form	<ul style="list-style-type: none"> <li>Complete all relevant sections after reading all the information in the package.</li> <li>Indicate the reason for your hardship request on the form.</li> <li>You must also provide the appropriate documentation evidencing financial need.</li> <li>Sign and date the form.</li> <li>Return this form to the above address for review, approval and processing.</li> </ul>	Yes
Attachments to the Hardship Request Form and Hardship Documentation	<p>The documents you need to attach to your Request for Hardship Disbursement to substantiate the nature of your hardship request are detailed on the <i>Attachments to the Hardship Request</i>. If any of the required documents are missing, your request for hardship cannot be processed.</p> <ul style="list-style-type: none"> <li>You must include acceptable documentation within the specified timeframe with the attachments or your request will be rejected.</li> </ul>	Yes
Approval / Denial of Hardship Request	<p>Upon receipt of your hardship request, a review of all paperwork will be completed.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>	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.prudential.com/online/retirement](http://www.prudential.com/online/retirement)] which is generally available 24/7.



**About  
You**

Plan number

0 0 2 0 0 3

Who is your employer?

Social Security number

\_\_\_\_\_

First name

MI

Last name

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

ZIP code

\_\_\_\_\_

Email address

\_\_\_\_\_

Date of birth

Gender

Fax Number

\_\_\_\_/\_\_\_\_/\_\_\_\_  
*month day year*

M

F

\_\_\_\_-\_\_\_\_-\_\_\_\_  
*area code*

Daytime telephone number

Evening telephone number (Best time to call \_\_\_\_\_ am)  
\_\_\_\_\_ pm)

\_\_\_\_-\_\_\_\_-\_\_\_\_  
*area code*

\_\_\_\_-\_\_\_\_-\_\_\_\_  
*area code*

Employer

\_\_\_\_\_

*Please review all the enclosed information before proceeding.*

**Withdrawal  
Request  
Amount**

Please note, the plan imposes a minimum hardship withdrawal amount of \$500.00.

If the amount available for a hardship is less than the plan minimum at time of processing, your hardship will be processed for the amount of your documented need. This need must meet or exceed your available hardship amount.

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

Amount of: \$\_\_\_\_\_ (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 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 unreimbursed 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, 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 Income Tax**

Federal tax laws require us to withhold income taxes from the taxable portion of a qualified 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 income tax **withholding**, unless you elect otherwise. You can elect to have no federal income 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.** If you do not check one of the options below, 10% federal income tax withholding will be automatically deducted from your payment.

- 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 amount of my distribution amount (allowable election can be 10% - 35%).

\_\_\_\_\_ %      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 or tax advice, 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))*

NC State Income Tax withholding generally does not apply to payees of a Bailey vested account.

- 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 not 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 are are 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 \_\_\_\_\_% additional **MI** state tax withheld from my payment. This amount must be a whole 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.

**Electronic  
Funds  
Transfer  
(EFT)**

*(Complete this  
section only if  
you choose to  
have your  
payment sent by  
EFT)*

If you would like your disbursement sent to you via Electronic Funds Transfer (EFT), please check the following box and complete the information below. You must also attach a voided check verifying your account number and routing number. If all of the necessary information is not provided or if this section does not apply to your disbursement request, a check may be made payable to you.

I would like my payment(s) sent by EFT.

Financial Institution name

\_\_\_\_\_

Account number

\_\_\_\_\_

Please verify the entire account number with your financial institution to ensure acceptance of payments.

Type of Account:  Checking  Savings

Financial Institution Routing/Transit/ABA Number

\_\_\_\_\_

I have carefully read this form and I hereby authorize Prudential to make this Plan payment(s) to the financial institution listed above in the form of Electronic Fund Transfer (EFT). I understand Prudential is not responsible for any losses associated with incorrect information provided (e.g. wrong banking instructions). The credit will typically be applied to your account within 2 business days of being processed.

In the event that an overpayment is credited to the financial institution account listed above, I hereby authorize and direct the financial institution designated above to debit my account and refund any overpayment to Prudential. This authorization will remain in effect until Prudential receives a written notice from me stating otherwise and until Prudential has had a reasonable chance to act upon it.

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Important information and signature required on the following pages

**Certification  
of Financial  
Hardship and  
Authorization**

I certify that the information provided on this form and on any attached forms is true, correct, and complete to the best of my knowledge. I authorize representatives of my plan to verify any or all of the information submitted. I acknowledge and agree that any false or misleading information submitted on this form or any attached form may subject me to personal liability. Furthermore, my employer may exercise its rights against me if damaged by false or misleading information I submit, i.e. termination or suspension. I also certify that I am eligible for distribution of funds from the Plan. I am aware this distribution will increase my taxable income for the year. I further certify that this withdrawal is necessary to satisfy the hardship described, that the amount requested is not in excess of the amount necessary to relieve the financial need, and the financial need cannot be satisfied from other resources reasonably available. I have read the entire Hardship Withdrawal form and application.

**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. 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 additional plan loan would be counterproductive to the relief of my or my dependents' financial need;

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.

**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 your plan offers investment options 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 investment fund options. You may wish to review the fund prospectus 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](http://www.prudential.com/online/retirement).

  X   \_\_\_\_\_ Date \_\_\_\_\_

*Participant's signature (REQUIRED)*

## 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. I understand that, 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 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 401(k)/403(b) plans. 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 participant's 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, copies of the following additional documents must also be submitted:

- Your dependent: Your most recent Form 1040 US Income tax return.



**ATTACHMENT TO THE HARDSHIP WITHDRAWAL REQUEST**

**Medical/Dental Expenses**

Definition: Expenses for (or necessary to obtain) medical/dental care that would be deductible under IRC section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income).

**IMPORTANT: PLEASE READ AND COMPLETE BEFORE SUBMISSION OF REQUEST**

Please check the documentation that you have enclosed and be sure to indicate the total amount requested. In the event that the amount requested is more than the amount available in your account for withdrawal, the withdrawal will be limited to the amount available in your account. Please note that when there is a submission of more than one bill, you must circle the subtotals from each and provide a summation of the total amount requested.

**REQUIRED**

**Medical Expenses Qualified Documentation** *(Check all that apply and enclose with Hardship Withdrawal Request Form and documentation)* **Note:** Funds can only be disbursed for **Unpaid** bills.

- Medical/Dental Expenses: Copy of the medical bill (including Copy of Explanation of Benefits Form from your insurance carrier) listing the unpaid medical expenses and totals on letterhead of the medical or insurance provider showing the participant or the dependent as the patient or the insured. Bill must not be older than 45 days. Itemized insurance and medical/dental bills must show the insured and uninsured portion of the expenses. If doctor, hospital, or other health care bills are not covered, the provider must verify this information directly on the medical bill in addition to signing and providing their title.
- Long-Term Care Services: Copy of the service bill listing the services and dollar amounts of expenses on letterhead of the service provider or insurance provider showing the participant or the dependent as the patient or insured. Itemized insurance and medical/dental bills must show the insured and uninsured portion of the expenses. Bill must be dated within 45 days.
- If the physician/dentist refuses to perform future treatment without payment in advance, include a signed treatment plan from the doctor's office, including the title of the person signing, stating the future date of the appointment and that payment is expected at the time service is rendered. The treatment plan must show the estimated insurance portion and the amount due by the patient.
- Insurance Premiums for Medical Expenses or Long – Term Care Services: Copy of insurer's bill for premiums on letterhead showing the participant or dependent as the patient or insured. These premiums must not be reimbursed by any Employer. Bill must not be older than 45 days.
- Lodging expenses while away from home primarily for and essential to medical care: Copy of bill from provider on letterhead showing the participant or dependent as customer with accompanying medical expense bill indicating the dates of service. Bill must be dated within 45 days and participant can only submit lodging expenses up to \$50 per person, per night.

**I am requesting this amount due to my:**

- Own medical/dental expenses
- Spouse's medical/dental expenses
- Child's medical/dental expenses
- Dependent's medical/dental expenses

Dependent Name \_\_\_\_\_ Relationship \_\_\_\_\_

**I certify that the expenses for which I am requesting a hardship withdrawal: 1) have not and will not be reimbursed through insurance or otherwise, and 2) were incurred for medically necessary services.**

Signature   X   Date \_\_\_\_\_

The participant may request for a hardship withdrawal for qualifying medical expenses incurred by the participant, the participant's spouse, dependent, Please see the "Important Withdrawal Information" page for a detailed definition of dependent.

"Medical/Dental care" includes amounts paid for any of the following:

1. For the diagnosis, cure, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body.
2. For transportation primarily for and essential to "medical care" as defined above.
3. For qualified long-term care services, which include necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services. To qualify, these services must be required by a chronically ill individual and provided under a plan prescribed by a licensed health care practitioner.
4. For insurance covering medical care as described in 1. and 2. above, or for eligible long-term care premiums for any qualified long-term insurance contract.
5. For lodging away from home that is primarily for and essential to medical care, subject to the limits of IRC section 213(d)(2).
6. For prescribed drugs that require a prescription of a physician.

"Medical care" does not include cosmetic surgery or similar procedures unless it is necessary to ameliorate a deformity related to a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease.

**Who the patient is, if other than participant**

[Redacted]

PATIENT NAME <b>John Doe</b>		ACCT.# E54 1234	
IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW (CHECK CARD USING FOR PAYMENT)			
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA		
CARD NUMBER	3-DIGIT ON BACK	AMOUNT	
SIGNATURE		EXP. DATE	
STATEMENT DATE 03/02/09		PAY THIS AMOUNT 20.99	PAST DUE DATE 03/20/09

Emergency Physicians  
123 Hospital Lane  
Medicine OH 32145

**Provider Information**

SERVICE REQUESTED

**current dated (within 45 days)**

ADDRESSEE:

MAKE CHECK PAYABLE AND REMIT TO:

John Doe  
456 Circle Lane  
Medicine OH 32145

**Party responsible for payment, if other than participant**

Emergency Physicians  
123 Hospital Lane  
Medicine OH 32145

Please  if address or insurance information has changed. Make changes on reverse side.

PLEASE DETACH AND RETURN THE TOP PORTION OF THIS STATEMENT WITH YOUR PAYMENT . . . RETAIN THE BOTTOM PORTION FOR YOUR RECORDS

PLEASE MAKE COPY OF ENTIRE PAGE IF NEEDED FOR INSURANCE  
THERE IS A \$10.00 SERVICE CHARGE FOR ALL RETURNED CHECKS

IF SERVICES WERE RENDERED AT THE HOSPITAL, THIS BILL IS SEPARATE FROM YOUR HOSPITAL BILL.

BILLING OFFICE HOURS: 8 AM to 5 PM

Phone ▶ 800-111-6655

Tax ID.# ▶ 12-456218600

Para Espanol ▶ 800-111-6656

Attending Physician ▶ Bentley, Earl M.

Referring Doctor ▶ Bentley, Earl M.

Account Number ▶ E54 1234

Service Provider ▶ AD REGIONAL MEDICAL CT

Patient Name ▶ John Doe

Statement Date ▶ 03/02/09

DATE	POS	DIAGNOSIS	DESCRIPTION OF SERVICES	AMOUNT
01/09/09	23		99284 LEVEL 4 EMERGENCY, PHYS	306.00
01/09/09	23		94760/26 PULSE OXIMETRY, SINGLE	24.00
01/09/09	23		99053 SERVICE 10:00PM & 8:00AM	27.00
02/13/09			971 CONTRACTED INS CARRIER P	188.92-
02/13/09			871 PPO/HMO CONTRACTED INS A	147.09-
02/13/09			DOS: 01/09/09 - BLUE CROSS	

**Date of services rendered, applied insurance and amounts due/credited**

**THIS IS AN EXAMPLE OF DOCUMENTATION REQUIRED FOR A  
HARDSHIP WITHDRAWAL REQUEST. THE FINAL DETERMINATION  
OF ACCEPTABLE DOCUMENTATION IS TO BE MADE BY YOUR PLAN  
ADMINISTRATOR OR AS DELEGATED BY YOUR PLAN  
ADMINISTRATOR.**

YOUR INSURANCE HAS PAID THEIR PORTION OF THE ABOVE CHARGES. THE BALANCE DUE IS YOUR RESPONSIBILITY. THANK YOU.

Su seguro medico ha pagado su porcion. El saldo restante es su responsabilidad.  
Gracias.

**Unpaid balance due**

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

EMPLOYER	PRIMARY INSURANCE	INJURY DATE	ADMISSION DATE	DISCHARGE DATE	BALANCE DUE
	BLUE CROSS				20.99

**EXAMPLE**

## ATTACHMENT TO THE HARDSHIP WITHDRAWAL REQUEST

### Purchase of a Principal Residence

Definition: Expenses directly related to the purchase of a principal residence for the employee (excluding mortgage payments).

### IMPORTANT: PLEASE READ AND COMPLETE BEFORE SUBMISSION OF REQUEST

Please check the documentation that you have enclosed and be sure to indicate the total amount requested. In the event that the amount requested is more than the amount available in your account, the withdrawal will be limited to the amount available in your account.

### REQUIRED

**Purchase of a Principal Residence Documentation** *(Please provide below documentation and enclose with Hardship Withdrawal Request Form)* **Note:** Funds can only be disbursed for **Unpaid** bills.

- Provide a copy of the binding contractual agreement, including addendums if any, to build a home or purchase agreement that is signed/dated by both parties (buyer and seller.) These agreements must include the address of the property, the total purchase price, and a future closing/settlement date not to exceed 90 days from the request date.
- Please provide one of the below documents to verify the "estimated funds due at closing". The purchase price and the property address listed on the below document **MUST** match the purchase price and property address listed on the purchase agreement.
  1. The "Initial Fee Worksheet" (dated within 45 days) containing your name, the property address and the estimated funds due (out of pocket expenses) at time of closing.
  2. A letter from the Lender (dated within 45 days) verifying the amount of "estimated funds due at closing". The letter must be on financial institution's letterhead referencing the participant's name, property address and it will need to be signed & titled by a representative from the facility.
  3. A copy of the **(typed)** Uniform Residential Loan Application (dated within 45 days) containing the "estimated funds due at closing". The loan application must contain your name and the property address.
- If a future closing date is not on the sales agreement, provide a letter from the mortgage company that includes the future closing date. The letter must be on letterhead, reference your name and the property address, and it must be signed/titled by a representative from the mortgage company.

The participant can only qualify for a hardship withdrawal for this reason when he is purchasing a dwelling that will be his principal residence. This means that he expects to move into the residence within a fairly short period of time after purchasing it.

THIS IS AN EXAMPLE OF DOCUMENTATION REQUIRED FOR A HARDSHIP WITHDRAWAL REQUEST. THE FINAL DETERMINATION OF ACCEPTABLE DOCUMENTATION IS TO BE MADE BY YOUR PLAN ADMINISTRATOR OR AS DELEGATED BY YOUR PLAN ADMINISTRATOR.

**Sales Contract** (HUD Form No. 987-104) **Participant Name** Housing and Urban Development  
 Property Disposition Program Federal Housing Commissioner

1. I (We) John Doe (Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as described in the deed conveying the property to the Secretary of Housing and Urban Development: 123 S. Main Street, St. Joseph, FL 312666

2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property to me/us containing a covenant which warrants against the acts of the Seller and all claiming by or through or under him. Title will be taken in the following name(s) and style: John Doe

3. The agreed purchase price of the property is 45,111.00

Purchaser has paid \$ 500 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus escrowations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by Smith Advantage

4.  Purchaser is applying for FHA insured financing:  203(b);  203(b) repair escrow;  203(k) with a cash down payment of \$ \_\_\_\_\_ due at closing and the balance secured by a mortgage in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage).  
 Said mortgage involves a repair escrow amounting to \$ \_\_\_\_\_  
 Purchaser is paying cash or applying for conventional or other financing not involving FHA.

5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) loan was not to exceed: \$ 1200.00

6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of: \$ 2200.00

6b. If broker identified below is not the listed listing broker, broad listing broker will receive a commission of: \$ 41,711.00

7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) \_\_\_\_\_

8. Purchaser is:  owner-occupant (will occupy this property as primary residence);  investor;  nonprofit organization;  public housing agency;  other government agency. Discount at closing: \_\_\_\_\_ %  
 Discount will be reduced by amount, if any, listed on Line Items 5 and 6.

9. Time is of the essence as to closing. The sale shall close not later than 09/01/09 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or \_\_\_\_\_

10. If Seller does not accept this offer, Seller  may  may not hold such offer as a back-up or accepted offer.

11. Lead based paint addendum:  is not attached; Other addendum  is  is not attached hereto and may be attached to this contract.

12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, but is not limited to, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion which may be owed by the Purchaser to the Seller for rent. Purchaser's initials: JD Seller's initials: LSM

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract. Certification of Purchaser: The undersigned certifies that in affixing his/her signature to this contract he/she/it understands and agrees to (1) all the covenants thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): Type or print name & address: John Doe \_\_\_\_\_  
 Buyer Signature  
 Secretary of Housing and Urban Development  
 Seller Signature

\_\_\_\_\_ Date: 05-19-09  
 Signatures must be dated.  
 Date Contract Accepted by HUD: 5/20/09

Broker's Business Name & Address: (for HUD reporting) (include Zip Code) Palm Tree Realty LLC  
3333 West Palm Rd  
Ft Lauderdale, FL 33333

Broker's EIN or SSN: (include hyphen) 987654321

Signature of Broker: X Sally Smith

SAME MAIL: \_\_\_\_\_  
 Broker's Phone No: \_\_\_\_\_

Type or print the name and phone number of sales person: \_\_\_\_\_

This section for HUD use only. Broker notified of:  
 Acceptance  Risk-Up No. \_\_\_\_\_  
 Rejection  Return Earnest Money Deposit  \_\_\_\_\_

Authorizing Signature & Date: \_\_\_\_\_

rel. Handbook 4310.5 form HUD-0548 (1/99)

EXAMPLE

## ATTACHMENT TO THE HARDSHIP WITHDRAWAL REQUEST

### Payment of Tuition & Related Fees

Definition: Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post – secondary education for the employee, or the employee’s spouse, children, dependents. See the discussion of ‘dependent’ in the earlier section of this form packet.

### IMPORTANT: PLEASE READ AND COMPLETE BEFORE SUBMISSION OF REQUEST

Please check the documentation that you have enclosed and be sure to indicate the total amount requested. In the event that the amount requested is less than the amount available in your account, the withdrawal will be limited to the amount available in your account. Please note that when there is a submission of more than one bill, you must circle the subtotals from each and provide a summation of the total amount requested.

### REQUIRED

**Payment of Tuition & Related Fees Documentation** (*Check all that apply and enclose with Hardship Withdrawal Request Form and documentation*) **Note:** Funds can only be disbursed for **Unpaid** bills.

- Copies of actual invoices for future tuition on school’s letterhead, of up to the next 12 months of post-secondary education. The bill must include: the name of the student, the name of the school or educational institution, the period for which the expenses are incurred (i.e., fall 2009) and the total amount due. Unpaid invoices must be dated within 45 days and contain a semester start and end date of no more than 60 days before the start of the semester or during the semester for which expenses are incurred. Expenses for prior periods/semesters are not eligible for a hardship withdrawal.
- The next 12 months of post –secondary education would be covered by a hardship withdrawal. The bill must indicate that the current and/or future semesters are due along with the amount required to satisfy the need. The bill cannot be for “estimated” costs. To avoid delays, it must be clearly indicated that the required payment is a “finalized” statement from the school.
- Copy of the bill for dormitory fees or housing fees (or estimate of dormitory fees that is signed by the educational institution) that appears on the school’s letterhead containing the name of the dormitory or housing provider and the name of the participant or student. A copy of a lease agreement indicating rent and signed/dated by all interested parties. The bill must specify the amount due and must refer to a future period ending not more than one year later than the date of submission.
- Copy of the bill for board (meals) expenses (or estimate of boarding expenses that is signed by the owner or manager of the boarding establishment) that appear on the school’s letterhead containing the name of the establishment providing the board and meals and the name of the participant or student. The bill must specify the amount due and must refer to a future period ending not more than one year later than the date of submission.

**I am requesting this amount due to my:**

- Own educational expenses
- Spouse’s educational expenses
- Child’s educational expenses
- Dependent’s educational expenses

Dependent Name \_\_\_\_\_

Relationship \_\_\_\_\_

Post – secondary education generally refers to education that commences after the completion of high school. Expenses that would qualify for a hardship withdrawal would include tuition, fees charged for the use of technological or other facilities required for the post – secondary program (such as computer fees or gym facility fees), dormitory expenses and expenses of a room or apartment close to the educational facility, and meals while attending the educational program. Payment of text books are not educational expenses. Loan repayments of student loans are not educational expenses for this purpose.



Provide invoice on facility letterhead.

# EXAMPLE

Current dated (within 45 days)

June 12, 2009

Provide name of student, if other than participant

Jane Doe  
321 College Drive  
Smartville IL 45612

Provide the semester start date of no more than 90 days before start of the semester or during the semester for which the expenses are incurred.

## Statement of Account for School Year 2009/10

Fall Semester Start Date: September 1, 2009 (Current or Future Start Date)

### Charges:

Tuition	\$23,100.00
Room	4,085.00
Meals	2800.00
Winter Term Meals	290.00
Activity Fee	175.00
Computer Connection Fee	75.00

### Total Charges

\$30,525.00

Provide itemized charges.

### Credits:

Resident Assistant	( 7,175.00)
Achievement Award	( 6,000.00)
PC Grant	( 2,000.00)
Unsub Stafford Loan	( 7,500.00)
Unsub Stafford Fees	150.00

### Total Credits

(\$ 22,525.00)

Provide any credits that are applied toward tuition and related fees.

### Balance due for 2009/10 school year

\$ 8,000.00

Provide the total amount due.

101 Beginning Blvd \* Education IL 76543  
800-111-2222

Provide the facility contact information.

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## ATTACHMENT TO THE HARDSHIP WITHDRAWAL REQUEST

### Payments to Prevent Eviction or Foreclosure

Definition: Expenses necessary to prevent the eviction of the employee from the employee's principal residence or foreclosure on the mortgage of that residence.

### IMPORTANT: PLEASE READ AND COMPLETE BEFORE SUBMISSION OF REQUEST

Please check the documentation that you have enclosed and be sure to indicate the total amount requested. In the event that the amount requested is more than the amount available in your account, the withdrawal will be limited to the amount available in your account. Please note that when there is a submission of more than one bill, you must circle the subtotals from each and provide a summation of the total amount requested.

### REQUIRED

**Payments to Prevent Eviction or Foreclosure Documentation** (*Check all that apply and enclose with Hardship Withdrawal Request Form and documentation*) **Note:** Funds can only be disbursed for **Unpaid** bills.

- Include a copy of the eviction/foreclosure notice or Court Order. The notice or Court Order must:
  - Include your name and address (address on documentation must match address on file with Prudential)
  - Be dated within 45 days of your request
  - Clearly state a future due date by which the amount is due to prevent Eviction/Foreclosure
  - Provide the months for which the rent/payment is due
  - Clearly identify the Landlord and the Landlord's contact information
  - Include Landlord's dated signature and **TITLE** (Examples: landlord, property manager, etc.)
- If your address on file with Prudential does not match the address of your primary residence on the foreclosure or eviction notice, please submit a copy of your current driver's license which shows your primary residence address. If your current driver's license has not yet been updated with your primary residence address, you may also submit a signed, dated, notarized letter stating that the home in foreclosure, or the residence you are being evicted from, is your primary residence.
- Provide a copy of the foreclosure notice from the financial institution (on the financial institution's letterhead) or Court Order (dated within 45 days). The notice or Court Order must clearly state the dollar amount that is due and a future date that it is due in order to remedy foreclosure proceedings.
- Delinquent property taxes qualify if they are taxes on the participant's primary residence and will result in foreclosure or sale of the property. The tax notice (dated within 45 days) must reference the tax year(s), it must state the dollar amount due and a future date that is needed to prevent the sale of the property.

The participant can only qualify for a hardship withdrawal for this reason if they must pay some dollar amount by some certain date in order to prevent foreclosure or avoid eviction.

June 5, 2009

Current dated within 45 days

**Eviction Notice**

Name and address must match address on file with Prudential.

John Doe  
333 Wagon Wheel Circle  
Forest Park IL 12345

We are terminating your tenancy and want to evict you from the property listed above.

Our reason for evicting you is because

You have not paid 3 months rent and have lost the means to do so.

April \$975.00  
May \$975.00  
June \$975.00

Provide the months for which the rent/payment is due.

Provide the total amount due to prevent eviction.

Total Amount Due = \$2925.00

You must move from the property or remedy our reason for evicting you by the following date if amount is not brought current:

Provide a future due date the total amount is due to prevent eviction.

In order to prevent eviction, the total amount due must be paid by June 22, 2009

If you do not agree with this eviction notice you have the right to legal advice and may contact a lawyer.

Provide Landlord name and contact information.

Name of Owner or Agent:

Ralph Jones, Owner  
200 Hickory Lane  
Jasmine IL 12344  
Telephone Number: 321-222-7659

Provide Landlord's dated signature.

Signature:

(Must be signed by Landlord)

Date:

(Must be current date)

THIS IS AN EXAMPLE OF DOCUMENTATION REQUIRED FOR A  
HARDSHIP WITHDRAWAL REQUEST. THE FINAL DETERMINATION OF  
ACCEPTABLE DOCUMENTATION IS TO BE MADE BY YOUR PLAN  
ADMINISTRATOR OR AS DELEGATED BY YOUR PLAN ADMINISTRATOR.



THIS IS AN EXAMPLE OF DOCUMENTATION REQUIRED FOR A FORECLOSURE HARDSHIP WITHDRAWAL REQUEST. THE FINAL DETERMINATION OF ACCEPTABLE DOCUMENTATION IS TO BE MADE BY YOUR PLAN ADMINISTRATOR OR AS DELEGATED BY YOUR PLAN ADMINISTRATOR.

Provide mortgage company contact information.

PPT Mortgage  
4231 Leadle Road  
Mt. Minton, NV 12345

Tel 800-111-2222  
Fax 800-111-3333

# EXAMPLE

Provide current dated statement (within 45 days).

May 18, 2009

Name and address must match address on file with Prudential.

John Doe  
123 Participant Ave  
Handawn NV 12345

Loan Number: 000A123456  
Property Address:  
123 Participant Ave  
Handawn NV 12345

Address in foreclosure must be primary residence.

## NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

Statement must reference foreclosure.

The mortgage on your property is past due for the April 01, 2009 payment. The TOTAL AMOUNT to bring your account up to date is \$ 2259.26. To AVOID FORECLOSURE, we require a payment in "CERTIFIED FUNDS" for the total amount due.

Provide total amount due to prevent foreclosure.

In addition, please be advised as of the date of this letter, \$ 75.72 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

Provide a future due date.

Again, all remittances must be in the form of "CERTIFIED FUNDS ONLY". Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

Please contact us immediately at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC007)

## ATTACHMENT TO THE HARDSHIP WITHDRAWAL REQUEST

### Payment for Burial or Funeral Expenses

Definition: Payments for burial or funeral expenses for the employee's deceased parent, spouse, children, dependents.

#### IMPORTANT: PLEASE READ AND COMPLETE BEFORE SUBMISSION OF REQUEST

Please check the documentation that you have enclosed and be sure to indicate the total amount requested. In the event that the amount requested is more than the amount available for withdrawal in your account, the withdrawal will be limited to the amount available in your account. Please note that when there is a submission of more than one bill, you must circle the subtotals from each and provide a summation of the total amount requested.

#### REQUIRED

**Payment for Burial or Funeral Expenses Documentation** (*Check all that apply and enclose with Hardship Withdrawal Request Form and documentation*) **Note:** Funds can only be disbursed for **Unpaid** bills.

- Unpaid invoices (dated within 45 days) from other parties to pay additional expenses associated with the funeral.
  - Covered expenses including opening/closing of a grave, a burial plot, a burial vault or grave liner, a market or monument, a crypt, cemetery perpetual care charges, honoraria for clergy, a funeral breakfast/luncheon/dinner expenses associated with the funeral/memorial service, flowers, guest registers and acknowledgment cards, music, an urn or casket.
  - Expenses that are not covered include invoices that have been paid, burial expenses to the extent that they are covered by Veteran's benefits, travel expenses incurred by family members to attend the funeral, and prearranged/prepaid funerals.
- Provide a copy of the current (dated within 45 days) unpaid invoice signed by the funeral home/director. The itemized bill must show the name of the deceased, the unpaid balance due and showing the participant as the responsible party for payment.
- Provide a copy of the current (dated within 45 days) unpaid invoices from other parties to pay additional expenses. The itemized bill must show the name of the deceased, the unpaid balance due and the responsible party for payment.
- Copy of the death certificate.

**I am requesting this amount due to my:**

- Parent's death
- Spouse's death
- Child's death
- Dependent's death

Dependent Name \_\_\_\_\_

Relationship \_\_\_\_\_

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*"Respectfully At Your Service"*

PEACEFUL VALLEY FUNERAL HOME

**Example**

222 Peaceful Valley Road  
Peaceful Valley IL 76543  
Phone 141-111-3333

Provide a copy of the current dated, (within 45 days) unpaid, invoice showing the responsible party.

<b>SERVICES FOR:</b> (Name of deceased)	<b>DATE:</b> (Required)
<b>CHARGE TO:</b> (Required)	<b>RELATIONSHIP:</b> (Required)
<b>ADDRESS:</b> (Required)	
<b>TERMS OF PAYMENT</b> (Required)	
OUR CHARGES	
Casket	1,525 00
Vault (Opening and closing grave, set-up with tent, grass, chairs and marker)	675 00
Professional Services	825 00
Hearse and Limo Service	300 00
Use of Facilities	1,050 00
Removal from Hospital	50 00
Embalming	350 00
Programs (150)	181 00
Death Certificates (7)	40 00
Extra Limo	
Headstone	
Casket Cover (Family)	000 00
Shroud	
Gloves	
Extra Transportation Charges	
Newspaper Obituary	
Total: Our Charges	4,596 00
Sales Tax, If Applicable	132 00
<b>TOTAL</b>	<b>4,728 00</b>
Credit By:	
Less, Total Credits	300 00
<b>BALANCE DUE</b>	<b>4428 00</b>

Provide total amount due.

## ATTACHMENT TO THE HARDSHIP WITHDRAWAL REQUEST

### Expenses for the Repair of Damage to the Employee's Principal Residence that Qualifies for a Casualty Deduction

Definition: Expenses for the repair of damage to the employee's principal residence that would qualify for the casualty deduction under section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

### IMPORTANT: PLEASE READ AND COMPLETE BEFORE SUBMISSION OF REQUEST

Please check the documentation that you have enclosed and be sure to indicate the total amount requested. In the event that the amount requested is more than the amount available in your account for withdrawal, the withdrawal will be limited to the amount available in your account. Please note that when there is a submission of more than one bill, you must circle the *subtotals* from each and provide a summation of the total amount requested.

### REQUIRED

**Documentation** (Please include all required documentation and enclose with Hardship Withdrawal Request Form) **Note:** Funds can only be disbursed for **Unpaid** bills.

- Evidence of casualty (a detailed description of the events that resulted in the casualty). You may submit pictures and/or articles of newspaper clippings as evidence.
- The reason for the loss and any documentation supporting that loss. You must sign/date your letter of explanation.
- The location of the loss (the address of the loss must be the participant's primary residence).
- If your address on file with Prudential does not match the address of your primary residence as listed on the casualty description or invoices, please submit a copy of your current driver's license which shows your primary residence address. If your current driver's license has not yet been updated with your primary residence address, you may also submit a signed, dated, notarized letter stating that the home affected by the casualty is your primary residence.
- Unpaid current (dated within 45 days) invoices and/or contracts, signed by participant and contractor, evidencing the cost of the repair, and which indicates that insurance does not cover the cost of repairs. Please note: We cannot accept an estimate of these charges.
- Copy of any insurance claims from your insurance company as evidence that the damages have/have not been covered by your homeowners insurance.

I am requesting this amount because of damages that were caused to my principal residence due to:

- Fire
- Storm
- Shipwreck
- Other Casualty\* This may require further review by plan, legal, etc.
- Theft\*

\*Describe casualty or theft: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A "casualty loss" is defined as a "**sudden, unusual or unexpected**" event resulting in an uninsured loss. Causes of such rapid losses include flood, fire, earthquake, wind damage, water damage, theft, accident, vandalism, hurricane, tornado, riot, shipwreck, snow, rain and ice. To be deductible, a casualty loss **must occur quickly, usually instantly or over a few days**. Slow losses that occur over months or years, such as mold damage, dry rot, moth or termite damage, or normal home maintenance to repair or replace windows, roofs or plumbing generally are not tax-deductible, and therefore do not qualify for a financial hardship.

The participant can only qualify for a hardship withdrawal for this reason when there is a casualty loss to his principal residence that arose from fire, storm, shipwreck, or some other casualty, or from theft. Only the portion of the expense that is not covered by insurance is eligible for this purpose.

The amount of loss is based upon the lesser of the difference between the market value of the property before and after the casualty occurrence or the loss in the basis of the property.

Because of the difficulties of ascertaining the timing of the casualty loss and the dollar amount of the loss, your claim can only be processed through this procedure using the specified documents, and you are strongly urged to discuss with your own tax, accounting or legal advisors the proper measurement of the amount of the casualty deduction loss and the taxable year for which it qualifies as a casualty loss.

## 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 not 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.

#### YOUR ROLLOVER OPTIONS

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.

If you do a direct rollover, 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.

If you do not do a direct rollover, 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 rolled over consists first of the amount that would be taxable if not rolled 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](http://www.irs.gov), or by calling 1-800-TAX-FORM.

## 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 From a Designated Roth Account

This notice describes the rollover rules that apply to payments from your employer's plan (the “Plan”) that are from a designated Roth account. A different notice is provided for payments not from a designated Roth account.

#### YOUR ROLLOVER OPTIONS

This notice is provided to you because all or part of the payments that you may receive from a designated Roth account in the Plan may be eligible for rollover to a Roth IRA or designated Roth account in 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 designated Roth account 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?**

After-tax contributions included in a payment from a designated Roth account are not taxed, but earnings might be taxed. The tax treatment of earnings included in the payment depends on whether the payment is a qualified distribution. If a payment is only part of your designated Roth account, the payment will include an allocable portion of the earnings in your designated Roth account.

If the payment from the Plan is not a qualified distribution and you do not do a rollover to a Roth IRA or a designated Roth account in an employer plan, you will be taxed on the earnings in the payment. If you are under age 59½, a 10% additional income tax on early distributions will also apply to the earnings (unless an exception applies). However, if you do a rollover, you will not have to pay taxes currently on the earnings and you will not have to pay taxes later on payments that are qualified distributions.

If the payment from the Plan is a qualified distribution, you will not be taxed on any part of the payment even if you do not do a rollover. If you do a rollover, you will not be taxed on the amount you roll over and any earnings on the amount you roll over will not be taxed if paid later in a qualified distribution.

A qualified distribution from a designated Roth account in the Plan is a payment made after you are age 59½ (or after your death or disability) and after you have had a designated Roth account in the Plan for at least 5 years. In applying the 5-year rule, you count from January 1 of the year your first contribution was made to the designated Roth account. However, if you did a direct rollover to a designated Roth account in the Plan from a designated Roth account in another employer plan, your participation will count from January 1 of the year your first contribution was made to the designated Roth account in the Plan or, if earlier, to the designated Roth account in the other employer plan.



### Where **may I roll over the payment?**

You may roll over the payment to either a Roth IRA (a Roth individual retirement account or Roth individual retirement annuity) or a designated Roth account in an employer plan (a tax-qualified plan or section 403(b) plan) that will accept the rollover. The rules of the Roth IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the Roth IRA or employer plan (for example, no spousal consent rules apply to Roth IRAs and Roth IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the Roth IRA or the designated Roth account in the employer plan. In general, these tax rules are similar to those described elsewhere in this notice, but differences include:

If you do a rollover to a Roth IRA, all of your Roth IRAs will be considered for purposes of determining whether you have satisfied the 5-year rule (counting from January 1 of the year for which your first contribution was made to any of your Roth IRAs).

**If you do a rollover to a Roth IRA**, you will not be required to take a distribution from the Roth IRA during your lifetime and you must keep track of the aggregate amount of the after-tax contributions in all of your Roth IRAs (in order to determine your taxable income for later Roth IRA payments that are not qualified distributions).

Eligible rollover distributions from a Roth IRA can only be rolled over to another Roth IRA.

How do I do a rollover?

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

If you do a direct rollover, the Plan will make the payment directly to your Roth IRA or designated Roth account in an employer plan. You should contact the Roth IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit within 60 days into a Roth IRA, whether the payment is a qualified or nonqualified distribution. In addition, you can do a rollover by making a deposit within 60 days into a designated Roth account in an employer plan if the payment is a nonqualified distribution and the rollover does not exceed the amount of the earnings in the payment. You cannot do a 60-day rollover to an employer plan of any part of a qualified distribution. If you receive a distribution that is a nonqualified distribution and you do not roll over an amount at least equal to the earnings allocable to the distribution, you will be taxed on the amount of those earnings not rolled over, including the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

- If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you at the same time, the portion directly rolled over consists first of earnings.
- If you do not do a direct rollover and the payment is not a qualified distribution, the Plan is required to withhold 20% of the earnings 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 to a Roth IRA, you must use other funds to make up for the 20% withheld.
- 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 S corporation stock is held by 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 a payment is not a qualified distribution and you are under age 59½, you will have to pay the 10% additional income tax on early distributions with respect to the earnings allocated to the payment that you do not roll over (including amounts withheld for income tax), unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the earnings 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 90 days of the first contribution.

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

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

There is no special exception for payments after separation from service.

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 a Roth 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 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 receive a payment that is not a qualified distribution and you do not roll it over, you can apply a special rule to payments of employer stock (or other employer securities) that are 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 included in the earnings in the payment will not be taxed when distributed to you from the Plan and will be taxed at capital gain rates when you sell the stock. If you do a rollover to a Roth IRA for a nonqualified distribution that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the distribution), you will not have any taxable income and the special rule relating to the distributed employer stock will not apply to any subsequent payments from the Roth IRA or employer plan. Net unrealized appreciation is generally the increase in the value of the employer stock after it was acquired by the Plan. The Plan Administrator can tell you the amount of any net unrealized appreciation.
- If you receive a payment that is a qualified distribution that includes employer stock and you do not roll it over, your basis in the stock (used to determine gain or loss when you later sell the stock) will equal the fair market value of the stock at the time of the payment from the Plan.

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, if the distribution is a nonqualified distribution, the earnings in the loan offset 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 earnings in the loan offset to a Roth IRA or designated Roth account in an employer plan.

**If you receive a nonqualified distribution and 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 is not a qualified distribution and that you do not roll over, special rules for calculating the amount of the tax on the earnings in the payment might apply to you. For more information, see IRS Publication 575, *Pension and Annuity Income*.

If you receive a nonqualified distribution, 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 nonqualified distributions 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 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, whether the payment is a qualified distribution generally depends on when the participant first made a contribution to the designated Roth account in the Plan. Also, 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 receive a nonqualified distribution and 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 a Roth IRA, you may treat the Roth IRA as your own or as an inherited Roth IRA.
- A Roth IRA you treat as your own is treated like any other Roth IRA of yours, so that you will not have to receive any required minimum distributions during your lifetime and earnings paid to you in a nonqualified distribution before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies).
- If you treat the Roth IRA as an inherited Roth IRA, payments from the Roth IRA will not be subject to the 10% additional income tax on early distributions. An inherited Roth IRA is subject to required minimum distributions. If the participant had started taking required minimum distributions from the Plan, you will have to receive required minimum distributions from the inherited Roth IRA. If the participant had not started taking required minimum distributions, you will not have to start receiving required minimum distributions from the inherited Roth 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 Roth IRA. Payments from the inherited Roth IRA, even if made in a nonqualified distribution, will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited Roth IRA.
- Payments under a qualified domestic relations order. If you are the spouse or a 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 as described in this notice).
- 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 (only including payments from the designated Roth account in the Plan) are less than \$200, 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 can do a 60-day rollover.
- Unless you elect otherwise, a mandatory cashout from the designated Roth account in the Plan of more than \$1,000 will be directly rolled over to a Roth 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](http://www.irs.gov), or by calling 1-800-TAX-FORM.