

General Building Laborers' Local 66

TRUST FUNDS

1600 WALT WHITMAN ROAD, P.O. BOX 667, MELVILLE, N.Y. 11747-0667

Tel.: (631) 454-2330

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Address Replies To:
ALLEN MARMOR, Fund Manager



TRUSTEES:
Stephen Flanagan, Co-Chairman
John O'Hare, Co-Chairman
Vincent Alu
Joseph Cavalieri
Antonio Ferrelra
Thomas Hayes
Joseph Montalbano
John Virga



Dear Member:

Attached please find a complete hardship withdrawal application package for the withdrawal of monies from your General Building Laborers Local 66 Annuity Fund Profit-Sharing Account that is, amounts attributable to contributions made on your behalf on or after July 1, 2000. **Please be advised that you can only withdraw up to 50% of your balance for any hardship withdrawal, as stated in the Summary Plan Description.**

The amount distributed to you is subject to income taxes. Additionally, the distribution may also be subject to a 10% early withdrawal penalty if you are under age 59 1/2. You are encouraged to consult your tax professional so they may advise you on the applicable tax rules.

Please read the application carefully and make sure you fill out all of the required forms and sections to avoid any delay in the processing of the application. Your application will be returned to you if it is incomplete. Make sure your (and your spouse's) application is notarized, in all the required places, and all the necessary information is provided.

If you have any questions regarding the enclosed, please do not hesitate to contact the Annuity Department for further assistance.

Very truly yours,


Allen Marmor
Fund Manager

Instructions

1. Please read each question carefully and answer to the best of your ability.
2. Please print or type all information except where signatures are required.
4. You must sign and date this application and obtain notarized signatures where required.
5. **You must attach the following. Without these documents, we cannot process your application.**
 - a copy of your driver license or passport;
 - if you are married, a copy of your marriage certificate and your spouse's driver license or passport;
 - if you are divorced or legally separated, a copy of your final divorce/legal separation papers;
 - if the withdrawal relates to expenses incurred for a child, a copy of the child's birth certificate (or adoption papers) reflecting that you are the child's parent; and
 - supporting documentation evidencing the expense for which your hardship withdrawal is requested. The documentation that is required varies based on the type of hardship withdrawal you have requested. The information required for each type of hardship withdrawal is detailed in the section entitled "Required Documentation" near the end of this packet.
6. You must mail the completed application along with supporting documentation to the Fund Office at 1600 Walt Whitman Road, Melville, NY 11747 and the Fund Office must receive the completed application. You can also drop your application off at the Fund Office or scan and e-mail a completed application to: dromaneck@166funds.com.

IMPORTANT NOTE: If you make a misrepresentation relating to your hardship withdrawal application or furnish fraudulent information or proof to the Fund Office, you will be prohibited from receiving a hardship withdrawal for a period of 5 years from the date of the misrepresentation or fraud (in the case of a failure to use withdrawn funds for the purchase of a principal residence) or the date of the Fund's discovery of the misrepresentation or fraud (in all other types of hardship withdrawal situations). Additionally, if you do not use a hardship withdrawal for its stated purpose, you will not be eligible to receive a future hardship withdrawal for that purpose.

GENERAL BUILDING LABORERS' LOCAL 66 ANNUITY FUND

HARDSHIP WITHDRAWAL FORM

I. GENERAL INFORMATION:

Name: _____

Address: _____

SS#: _____

Date of Birth: _____

Phone Number: _____

Amount Requested: _____

As a reminder, the maximum amount you may withdraw for a hardship purpose is the lesser of the amount of your expenses or 50% of the balance of your Profit-Sharing Account.

NOTE: You may obtain the dollar amount of your account that is available for a hardship withdrawal through laborers66.com/benefits/annuity

II. HARDSHIP REASON FOR WITHDRAWAL (check applicable reason):

- Medical or dental expenses** of at least \$1,000 for you, your spouse or dependent child that are incurred as a result of injury or sickness of such individuals in the two-year period immediately before the date of the hardship withdrawal request. Further, the only expenses covered are those you are obligated to pay and for which you have no right to reimbursement from any public or private plan or program, including, the General Building Laborers' Local 66 Welfare Fund.
- Expenses for the payment of COBRA Continuation Coverage** for you, your spouse and/or dependent child(ren) under the General Building Laborers' Local 66 Welfare Fund.
- Funeral expenses** incurred as a result of the death of your spouse, child, parents, sibling or in-law.
- Down payment, contract, title and construction expenses** that are directly related to the purchase or construction of your home, cooperative or condominium apartment that will be used as your principal residence. This does not include making mortgage payments on your principal residence.
- Education expenses** incurred in connection with the payment of tuition and/or room and board for post-secondary education (college or graduate school) for you, your spouse or dependent children, for the semester immediately preceding and/or the semester immediately following the date of the hardship withdrawal request.

GENERAL BUILDING LABORERS' LOCAL 66 ANNUITY FUND

HARDSHIP WITHDRAWAL FORM

- Special education expenses** incurred in connection with tuition fees for your handicapped dependent child. Expenses related to fund-raising activities, book fees or enrollment fees are not eligible expenses.
- Private education expenses** for tuition fees for private education for your dependent child. Expenses related to fund-raising activities, book fees or enrollment fees are not eligible expenses.
- Payments to prevent the loss of the home, cooperative or condominium apartment** in which you principally reside because of (a) a foreclosure proceeding (or threatened foreclosure proceeding) brought against you or (b) a tax lien proceeding (or threatened tax lien proceeding) that is based on your failure to pay real estate taxes on that property.
- Expenses to pay federal and state income taxes** you owe.
- Expenses to prevent eviction from your principal residence** as a result of failure to pay rent for a period of up to six months.
- Expenses incurred to obtain a new principal residence, renovate a principal residence or to replace necessary basic household furnishings** or belongings that have been destroyed due to a disaster that caused destruction to your principal residence, but only where the expenses cannot be satisfied from another source (such as insurance).
- Attorney fees** incurred by (1) you or your dependents as a result of a criminal act; (2) you as a result of your personal bankruptcy filing; or (3) you as a result of divorce or child support proceedings in which you are a named party.
- Expenses incurred in order to renovate your principal residence to make it handicap accessible** for you or a family member.
- Delinquent child support** incurred by you pursuant to a domestic relations order, a judgment of divorce or a stipulation of settlement.

III. REQUIRED DOCUMENTATION:

You must attach supporting documentation to your application, including documentation evidencing the expense for which this withdrawal is requested. The documentation that is required varies based on the type of hardship withdrawal you have requested. The information required for each type of hardship withdrawal is detailed in the section entitled "Required Documentation" near the end of this packet.

GENERAL BUILDING LABORERS' LOCAL 66 ANNUITY FUND

HARDSHIP WITHDRAWAL FORM

IV. TAX WITHHOLDING

Please indicate below your withholding instructions. You may elect to have 20% withheld or no taxes withheld.

Your hardship withdrawal will be subject to applicable federal and state income taxes. Additionally, the distribution may also be subject to a 10% early withdrawal penalty if you are under age 59½. The less tax that is withheld during the year, the more likely you are to end up paying at tax time. To avoid a large tax bill at the end of the year, you should elect to have 20% withheld from your hardship distribution.

If you elect to have no amount withheld, you may be responsible for payment of estimated tax. You should consider discussing this election with your tax advisor.

Yes, withhold 20% for federal and state income taxes.

No, do not withhold for federal and state income taxes.

V. CERTIFICATION

I hereby apply for a hardship withdrawal in the amount of \$_____ in accordance with the rules and regulations of the General Building Laborers' Local 66 Annuity Fund and certify that this withdrawal:

- (1) shall be used only for the purpose checked above;
- (2) will help meet an immediate and heavy financial need that cannot be satisfied through other sources; and
- (3) is not more than the amount required to satisfy the amount of the financial need, as shown with required documentation.

I understand that, under the rules of the Fund, interest and earnings for a calendar year are credited only on the amount in my Individual Account at the end of the Plan year (June 30). Accordingly, the money withdrawn pursuant to my request for a hardship withdrawal, will not be credited with interest or earnings accrued during the Plan year of the withdrawal.

I hereby swear that all statements in this application, and all other information I have provided to the Fund, are true and complete.

Participant's Signature _____ Date: _____

Sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC

GENERAL BUILDING LABORERS' LOCAL 66 ANNUITY FUND

HARDSHIP WITHDRAWAL FORM

YOU AND YOUR SPOUSE MUST COMPLETE THIS PAGE IF YOU ARE MARRIED

Note: This waiver applies only to the amount withdrawn pursuant to this hardship withdrawal application. For example, if your account has \$100,000 and you are applying for a hardship withdrawal of \$20,000, you and your spouse are only waiving the right to a Joint and Survivor Annuity form of benefit with respect to the \$20,000 being withdrawn. This waiver has no impact on the remaining funds that are in your account.

WAIVER OF JOINT AND SURVIVOR ANNUITY

I have received an explanation of the Joint and Survivor Annuity form of benefit offered under the Fund, and all information I have requested describing the financial effect on me and on my spouse of my election not to receive benefits in that form. I have read and understood all explanations and information given me, and I have received sufficient information to permit me to make my election.

I HEREBY ELECT NOT TO RECEIVE MY BENEFITS (TO THE EXTENT OF THE AMOUNT WITHDRAWN) UNDER THE FUND IN THE FORM OF A JOINT AND SURVIVOR ANNUITY. I understand that I may revoke this election at any time before the date on which benefits are paid to me under the Fund.

My spouse has consented, in writing, by completing below, to my election not to receive the Joint and Survivor Annuity for this hardship withdrawal form of benefit and such consent has been witnessed by a notary public.

Participant's Signature _____ **Date** _____

Print Name _____

SPOUSAL CONSENT

I, _____, the lawful spouse of _____ hereby consent to the election by the Participant not to receive the Joint and Survivor Annuity form of benefit offered by the General Building Laborers Local 66 Annuity Fund for this hardship withdrawal. As a result the Participant's waiver (and my consent to it), however, I will not receive benefits otherwise payable to me (to the extent of the amount withdrawn) as a result of his/her death. I have been provided with all information that I may have requested as to the economic effect of my consent and waiver as provided in this instrument. I understand fully the consequences of this action and the loss of benefits that I may experience if I survive the Participant.

I have participated in the Participant's decision not to receive the Joint and Survivor Annuity form of benefit for this hardship withdrawal, and my action as set forth herein is voluntary and freely taken on my part.

Spouse's Signature _____ **SS#** _____

Print Spouse's Name _____ **Date** _____

On the _____ day of _____ 20 __, before me personally came _____ to me known to be the person whose name is first inscribed above and who executed the foregoing consent, and acknowledged that (s)he executed the same of his/her own volition.

NOTARY PUBLIC

GENERAL BUILDING LABORERS' LOCAL 66 ANNUITY FUND

HARDSHIP WITHDRAWAL FORM

YOU MUST COMPLETE THIS PAGE IF YOU ARE SINGLE

Attestation of Marital Status

I hereby attest that I am a single participant and have no spouse.

Signature _____ **Date** _____

Sworn to before me this _____ **day of** _____ **20** _____

NOTARY PUBLIC

Required Documentation

Depending on the type of Hardship Withdrawal requested, the following additional documentation must be submitted to the Fund Office along with the Application:

- **Medical/Dental Expenses** (This type of withdrawal is only permitted once every twelve months, provided, however, that if you are suffering from a critical illness and have not worked in Covered Employment for the three-month period preceding your hardship withdrawal application, you may receive this type of withdrawal as such medical costs are incurred.)
 - *Original* medical/dental bills and correspondence from the medical/dental provider(s) indicating the amount due and the Participant's responsibility for such expenses; and
 - Correspondence from all sources of insurance coverage detailing amounts covered by such insurance.
- **General Building Laborers' Local 66 Welfare Fund COBRA Coverage** (This type of withdrawal is permitted no more often than twice every twelve months.)
 - Eligibility for this type of hardship withdrawal will be determined in coordination with the General Building Laborers' Local 66 Welfare Fund.
- **Funeral Expenses** (This type of withdrawal is only permitted once every twelve months.)
 - An *original* death certificate and appropriate proof of relationship (i.e., marriage or birth certificate); and
 - An itemized bill from the funeral home *bearing the Participant's name*.

Note: Checks issued by the Fund for this type of withdrawal will be made payable to the funeral home unless an official paid bill/invoice is submitted to the Fund Office along with the Application and other documentation.

- **Purchase/Construction Expenses of Principal Residence** (This type of withdrawal is only permitted once every thirty-six months.)
 - A copy of the fully-executed contract of sale or binder agreement (or, in the case of a cooperative, the subscription agreement); and
 - Documentation substantiating the amount of the requested withdrawal, as determined by the Fund.

*In addition to the above, if the Participant is **purchasing the home** (as opposed to having a home built), he/she must submit:*

- An original letter from his/her attorney (in the form provided by the Fund Office) stating that:
 - the Participant is represented by such attorney, and
 - the Participant is purchasing the residence as his/her *principal* residence and will have legal ownership of the residence as of a specified closing date.

Note: Checks issued by the Fund for this type of withdrawal will be made payable to the escrow account of the Participant's attorney. If for any reason the purchase and closing of the subject home does not take place, the Participant's attorney must return all withdrawn funds (from his/her Local

Required Documentation (continued)

66 Annuity Fund profit-sharing account) to the Fund Office within 90 days of the scheduled closing date.

In addition to the above, if the Participant is having his home built, he/she must submit:

- A copy of the deed to the property where the home will be built; and
- Documentation substantiating the amount of the requested withdrawal, as determined by the Fund. The supporting documentation may include (without limitation) approved architectural plans, building permits, contracts for work being performed by third parties (construction, plumbing, electrical, etc.), receipt for foundation and bills for necessary materials.

In addition to the above, if the Participant is buying a mobile home, he/she must submit:

- A copy of the fully-executed contract of sale;
- A notarized affidavit stating that the mobile home will be kept stationary; and
- A copy of the deed to the land where he/she intends to park the mobile home or, if leased, a copy of the lease agreement with the trailer park where he/she intends to park it.

Important Note Regarding Purchase in Spouse's Name: If the Participant is buying a home, condominium or cooperative, and the contract is in his/her spouse's name, the Participant must submit a notarized affidavit stating that the home will be owned in the spouse's name for personal reasons, and that the Participant intends to occupy the home as his/her *principal* residence. In addition, the Participant must submit a copy of his/her marriage certificate.

Additional Documentation Required in the Event of Prior Purchase: If a Participant has previously received a Hardship Withdrawal from the Fund in order to purchase a principal residence, then, in order to receive a subsequent withdrawal for this purpose, the Participant must also submit to the Fund Office documentation verifying that (i) the prior purchase occurred, and (ii) the Participant was/is the owner (e.g., a copy of the deed or property tax statement or, in the case of a cooperative, a copy of the certificate of shares). In addition, the Participant's address of record on file with the Fund must have been changed to the address of the Participant's new principal residence (related to the prior withdrawal) within a reasonable time of that purchase.

- **Post-Secondary Educational Expenses** (This type of withdrawal is only permitted once every semester.)

- A copy of the student's tuition bill (issued by the school or self-generated by the Participant or student on his/her computer) showing the school name and address, the student's name, the number of classes or courses taken and the charges for tuition, room and board (including any financial aid anticipated or received). If the student is living off-campus, the Participant must submit a copy of the lease agreement indicating the duration of the lease and the monthly rental fee. The cost of a qualified meal plan with the educational institution may be included as part of the Hardship Withdrawal Application, provided that satisfactory proof is submitted, as determined by the Fund.

Note: Checks issued by the Fund for this type of withdrawal will be made payable to the educational institution unless an official paid bill/invoice is submitted to the Fund Office along with the Application.

- **Special or Private Educational Expenses** (This type of withdrawal is only permitted once every semester.)

Required Documentation (continued)

- A copy of the student's tuition bill (issued by the school or self-generated by the Participant or student on his/her computer) showing the school name and address, the student's name, the grade level, the charges of the tuition (including any financial aid anticipated or received) and room and board charges (if applicable)

Note: Checks issued by the Fund for these types of withdrawals will be made payable to the educational institution unless an official paid bill/invoice is submitted to the Fund Office along with the Application.

- **Foreclosure/Tax Lien** (This type of withdrawal is only permitted once every twelve months, provided, however, that if you are suffering from a critical illness and have not worked in Covered Employment for the three-month period preceding your hardship withdrawal application, you may receive this type of withdrawal once every three months.)
 - To Avoid Foreclosure: The Participant must submit to the Fund Office the actual foreclosure document or a letter from the lending institution threatening foreclosure proceedings if the delinquent mortgage payments are not made (for example, a Notice of Default, Demand Letter or Notice to Accelerate).
 - To Avoid Tax Lien: A letter from the tax collector indicating the amount of property taxes owed and stating that a failure to pay such taxes will result in a lien on the property.

Important Notes:

1. *If less than three (3) mortgage payments have been made since the Participant's last Hardship Withdrawal to avoid foreclosure, this type of withdrawal will not be permitted. In addition, if no property tax payments have been made since the Participant's last Hardship Withdrawal to avoid a tax lien, this type of withdrawal will not be permitted.*
 2. *Checks issued by the Fund for this type of withdrawal will be made payable to the party initiating the action, on behalf of the Participant.*
- **Eviction** (This type of withdrawal is only permitted once every twelve months, provided, however, that if you are suffering from a critical illness and have not worked in Covered Employment for the three-month period preceding your hardship withdrawal application, you may receive this type of withdrawal once every six months.)
 - To Avoid Eviction: The Participant must submit to the Fund Office either A, B, C or D, below:
 - A. An *original* Notice of Petition (Non-Payment), which has been signed by the clerk of the court and reflects the case's index number, and a letter from the landlord or the landlord's attorney verifying that the proceedings are currently in progress; OR
 - B. An *original* Notice of Eviction issued by a Marshal or Sheriff (including the case's index number) within the last six (6) days; OR
 - C. An *original* Judgment of Eviction issued by a court and a letter from the landlord or the landlord's attorney verifying that the proceedings are currently in progress; OR
 - D. (i) a notarized letter from the landlord stating that the Participant is currently facing eviction from his principal residence and the amount and dates of delinquent rent (or similar) payments, (ii) the Participant's last three (3) cancelled checks or money order receipts for the full rental (or similar) payment (timely paid in or before the month for which they were due), and (iii) a copy of the Participant's executed lease agreement (or other satisfactory documentation as determined by the Fund). **The Participant must submit either (i) original cancelled checks, (ii) bank statements showing copies of cancelled checks, or (iii) original money order receipts, which will be copied by the Fund Office and returned to the**

Required Documentation (continued)

Participant. The Fund does not accept *cash receipts* as proof of payment of rent or similar charges, unless the Fund receives a notarized affidavit from the landlord confirming cash payments.

Important Notes:

1. *If less than three (3) monthly rent (or similar) payments have been timely paid since the Participant's last Hardship Withdrawal to avoid eviction, this type of withdrawal will not be permitted.*
2. *Checks issued by the Fund for this type of withdrawal will be made payable to the landlord (or homeowners' association) on behalf of the Participant.*

- To Obtain a New Principal Residence Due to Eviction: The Participant must submit to the Fund Office all of the following:
 - The *original* Notice of Eviction issued by a Marshal or Sheriff (including the case's index number);
 - A copy of the executed lease agreement for the new residence; and
 - A notarized letter from the landlord stating the amount needed to secure the new residence (or other satisfactory documentation as determined by the Fund). *The amount of the withdrawal permitted by the Fund will be limited to the first month's rent plus an amount for a security deposit not to exceed two months of rent.*

Note: Checks issued by the Fund for this type of withdrawal will be made payable to the landlord on behalf of the Participant.

- **Destruction of Principal Residence due to Fire, Earthquake, Hurricane and Similar "Acts of God"** (This type of withdrawal is only permitted once every thirty-six months.)
 - A copy of the lease agreement (or ownership document) in effect prior to the destruction;
 - A notarized letter from the Participant's landlord verifying the destruction caused to the residence, furnishings and/or belongings, if applicable;
 - A copy of the Fire or Police Department's report clearly setting forth the address where the disaster occurred, the date on which it occurred and the nature/extent of the damages caused to the residence, furnishings and/or belongings;
 - A copy of any fire, property, casualty, homeowners' or other insurance policy covering the residence and property, as well as copies of any correspondence from the insurance company regarding coverage for the damages/loss; and
 - In cases where the Participant is obtaining a new residence, a letter or lease from the new landlord specifying the amount required to obtain the new residence (e.g., first month's rent and security deposit).
 - For expenses related to renovations or the replacement of necessary, basic household furnishings/belongings, the Participant must also submit (in addition to the above): Bills or estimates from vendors, which reflect the cost of renovating and/or replacing necessary basic household furnishings/belongings (e.g., beds, sofa, clothing).
- **Delinquent Income Taxes** (This type of withdrawal is only permitted once every thirty-six months.)
 - An official written notification from the Internal Revenue Service (IRS) or the applicable state tax authority requesting payment for the delinquent taxes owed, which must state the delinquent amount due, the Participant's name and the Participant's social security number. *The check will be payable to the Internal Revenue Service or applicable state tax authority.*
- **Attorneys' Fees** (This type of withdrawal is only permitted once every thirty-six months.)

Required Documentation (continued)

- Documentation establishing the criminal case, bankruptcy filing, divorce proceeding, or child support proceeding, as applicable; and
 - An invoice from the attorney.
- **Handicap Accessibility** (This type of withdrawal is only permitted once every thirty-six months.)
 - Documentation substantiating the amount of the requested withdrawal and the specific renovations. The supporting documentation may include (without limitation) approved architectural plans, building permits, contracts for work being performed by third parties (construction, plumbing, electrical, etc.), and bills for necessary work and materials; and
 - A notarized affidavit of the Participant stating that the renovations are required in order to make his/her *principal* residence handicapped accessible for him/herself or a family member.
- **Delinquent Child Support Payments** (This type of withdrawal is only permitted once during your lifetime.)
 - A copy of the court invoice, past-due payment statement or demand letter issued by a federal, state or local governmental institution listing the amount of accumulated child support which is owed by the Participant. *Checks issued by the Fund for this type of withdrawal will be made payable directly to the institution that has demanded such payment.*

JOINT AND SURVIVOR ANNUITY NOTICE (MARRIED PARTICIPANTS)

As a married Participant in the General Building Laborers' Local 66 Annuity Fund, you have accumulated benefits that will be paid to you under the provisions of the Plan. This notice will explain to you the joint and survivor annuity, which is the form in which your benefits will be paid unless you elect a different form of benefit, and your spouse consents to such election.

A joint and survivor annuity form of payment provides you with monthly payments for your life and, upon your death, a monthly payment during your spouse's life equal to 50% of the monthly payment you received prior to your death. Because your spouse will receive a 50% survivor payment, the relative financial effect of a joint and survivor annuity is to reduce the monthly payments you would otherwise have received had payments been made to you as a single life annuity.

Under the joint and survivor annuity the amount of the monthly benefit payments payable to you and your spouse will be the amount that can be purchased from an insurance company with the amount in your Individual Account at the time payment is due.

You may elect in writing not to receive your benefits in the form of a joint and survivor annuity. You must make this election during the 180-day period before your benefits are due to be paid. However, your spouse must consent in writing before a Plan representative or notary public to your election. You may also revoke this election before your benefits begin.

In the event you elect to waive the joint and survivor annuity form of payment, and your spouse has consented to such waiver, your benefits will be distributed in an alternative method. These alternative methods are:

1. a lump-sum.
2. 75% Joint and Survivor Annuity.
3. a Single Life Annuity with a five-year guarantee.

It is important that you understand your rights and obligations regarding this joint and survivor annuity form of payment and any alternative form of payment. You should direct any questions to the Fund Office.

The foregoing notice is intended only as a summary of certain provisions of the Plan. In all cases where this notice may be interpreted to conflict with the Plan, the provisions of the Plan will control.