



Instructions for Requesting a Hardship Withdrawal

TEAMSTER-UPS NATIONAL 401(K) TAX DEFERRED SAVINGS 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:

Prudential Retirement

Teamster-UPS National 401(k) Tax Deferred Savings Plan
 PO Box 5640
 Scranton PA 18505

Questions?

Call 1-800-537-0189
 for assistance.

Procedure Checklist

Item	Procedure	Return to address above?
Hardship Withdrawal Request Form	<ul style="list-style-type: none"> Complete all relevant sections after reading all the information in the package. Indicate the reason for your hardship request on the form. You must also provide the appropriate documentation evidencing financial need. Sign and date the form. Return this form to the above address for review, approval and processing. 	Yes
Attachments to the Hardship Request Form and Hardship Documentation	<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"> You must include acceptable documentation within the specified timeframe with the attachments or your request will be rejected. 	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"> If it is determined that you qualify for a hardship based on current Internal Revenue Code regulations, we will process your request. All hardship distributions are reported to the Internal Revenue Service on Form 1099-R. In the event of an audit you must retain documentation to support your claim of financial hardship and to demonstrate compliance. Tax or legal counsel should be consulted regarding the permissibility of any distribution. If your paperwork is not in good order, the hardship distribution request will be denied. We will notify you of our findings. Please note that the documents submitted will not be returned to you, therefore, please make copies for your records. 	No

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

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% - 38%).

_____ % 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.

Next Day Air Saver
(check box if applicable)

- I wish to have my disbursement check sent by Next Day Air Saver. Therefore, please deduct \$10.50 from my account prior to the distribution. **Please Note:** Next Day Air Saver is *not* available for delivery to post office boxes. A physical address will need to be provided.

Fees

- The processing fee is \$10.00 and will be automatically charged to your account. The processing fee is non-refundable and will be deducted from your account even if your distribution is not processed. Please note: A separate form will be required for each reason. If you submit more than one request for additional hardship reasons, you will be charged a fee for each request.

Waiver of Hardship Loan

I certify all other distributions (other than hardship distributions) and non-taxable loans have been obtained or sought and any loans which are available will cause further hardship, therefore this hardship disbursement is necessary.

Subscribed and sworn before me on the _____ day of _____, the year _____

Please Note: State of _____, County of _____

The Participant and Notary must sign on the same date. My commission expires _____

X

Notary's signature

**Election For
Withholding
of State
Income Taxes**
(For Single Sum
Payments)

A. Mandatory State Withholding: If you reside in a state where state income tax withholding is mandatory **AR, CA*, DE, IA, KS, MA, MD (mandatory for eligible rollover distributions only, subject to 20% mandatory federal withholding), ME, 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.

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.

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, GA, ID, IL, IN, KY, LA, MD (non-eligible rollover distributions only), MI, 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.

Certification of Financial Hardship and Authorization

Please Note: The Participant and Notary must sign on the same date.

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 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 acknowledge that no elective contributions may be made by me to this or any other plan of the Employer (whether qualified or non-qualified), including the UPS Discounted Employee Stock Purchase Plan or the Direct Transaction Program, 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 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.

The Plan will assess a 2 percent short-term trading fee for money transferred out of the International Index Fund and/or paid as a distribution within 30 days of the investment in the Fund.

 X _____ Date _____

Participant's signature (REQUIRED)

Important information and signature required on the following page

Important Withdrawal Information

Hardship Withdrawals and other Plan Withdrawal Options

Your plan allows for other in-service withdrawals (e.g. age 59 1/2, after-tax withdrawal, rollover withdrawals, etc.) or loans, and therefore 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. Hardship disbursements may not include earnings on post December 31, 1988 elective deferrals.

Elective Deferral Suspension

If your hardship request is approved, you will be suspended from making elective deferrals for a period of 6 months in this plan or any other plan sponsored by UPS in which you participate.

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)

- Medical/Dental Expenses: Copy of the medical bill (including Copy of Explanation of Benefits Form from your insurance carrier) listing the 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 a hardship withdrawal for qualifying medical expenses incurred by the participant, the participant's spouse, children or 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 John Doe		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 BLUE CROSS	INJURY DATE	ADMISSION DATE	DISCHARGE DATE	BALANCE DUE 20.99
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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 (Check all that apply and enclose with Hardship Withdrawal Request Form and documentation)

- 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 costs 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 costs due (out of pocket expenses) at time of closing.
 2. A letter from the Lender (dated within 45 days) verifying the amount of “estimated costs 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 costs 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 (Property Disposition Program) **Participant Name** Housing and Urban Development

HUD Form No. **222-123456**

1. I (We), **John Doe** (Purchaser(s)) agree to purchase on the basis 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** (Address of property to be purchased.)

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 (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** (Purchase Price)

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 escrow, 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 (Federal Financing) 203(b); 203(k) repair allow; 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 allow 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, for items paid by a typical Seller in the area, of closing financing and insurance (including broker's commission) fees which shall not exceed:

6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of: **1200.00**

6b. If broker identified below is not the listed listing broker, broad listing broker will receive a commission of: **2200.00**

7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6): **41,711.00**

8. Purchaser is: owner-occupant (will occupy this property as primary residence); investor; nonprofit organization; public housing agency; other government agency. Discount at closing: _____ %

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 best, up-to-accepted offer.

11. Lead based paint information: is not attached; Other information is is not attached hereto and may be retained.

12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, but retains 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: **JS**

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 certifies that: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she is responsible for satisfying himself 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 & title) **John Doe** Buyer Signature

Seller's Name & Address: **St. Joseph, FL 31122**

Buyer and seller signature required.

Signatures must be dated.

Date Purchaser(s) Accepted Contract: **05-19-09**

Date Contract Accepted by HUD: **5/20/09**

Contractor's Name & Address: (For HUD reporting) (Include Zip Code) **Palm Tree Realty LLC**
3333 West Palm Rd
Ft Lauderdale, FL 33333

Contractor's EIN or SSN: (Include hyphen) **98765-4321**

Signature of Broker: **x Sally Smith**

Seller's Print Name: _____

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: _____

HUD HANDBOOK 4310.5 Form HUD-0548 (1/09)

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 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

Payment of Tuition & Related Fees Documentation (*Check all that apply and enclose with Hardship Withdrawal Request Form and documentation*)

- 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 date of no more than 90 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. 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)
FC 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.

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.

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*)

- 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)

- 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 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 _____

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 (Check all that apply and enclose with Hardship Withdrawal Request Form and documentation)

- 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.