

MEBA - 401(k) Plan

HARDSHIP WITHDRAWAL AFFIDAVIT

I, _____, hereby, attest that I meet the requirements for a hardship distribution under the MEBA 401(k) Plan and federal law pursuant to 26 CFR 1.401(k)-1 due to an immediate and heavy financial need. By authorizing this request I assume responsibility for supplying supporting documentation to any regulatory body requesting said documentation during or after the requested transaction.

My immediate and heavy financial need includes **[PLEASE CHECK THE APPLICABLE LINE(s) and BE SURE TO HAVE A COPY OF THE REQUESTED DOCUMENTATION FOR THE IRS]:**

____(1) Expenses for (or necessary to obtain) medical care that would be deductible under my IRS Tax Form 1040 or similar form (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); I have copies of medical bills, "explanation of benefits," "Out-of-Pocket" statements or a licensed medical physician's statement estimating planned treatment and associated costs.

____(2) Costs directly related to the purchase of a principal residence (excluding mortgage payments); I have a copy of sales agreement including estimated closing costs and buyer and seller signatures.

____(3) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the myself, or my spouse, children, or legal dependents (please be sure to contact the Plan Office for more information regarding dependent status); I have a copy of acceptance or enrollment verification from a post-secondary school and an estimate of tuition and related expenses.

____(4) Payments necessary to prevent my eviction from the my principal residence or foreclosure on the mortgage on that residence (excluding vacation homes or time shares); I have a copy of the foreclosure or eviction notice.

____(5) Payments for burial or funeral expenses for my deceased parent, spouse, children or legal dependents (please be sure to contact the Plan Office for more information regarding dependent status); I have a copy of the death certificate and an invoice for burial expenses, or

____(6) Expenses for the repair of damage to my principal residence that would qualify for the casualty deduction under the Internal Revenue Code and reportable on my income tax filing (determined without regard to whether the loss exceeds 10% of adjusted gross income); I have a copy of a home appraiser's estimate for the repairs to my primary residence.

____(7) A hardship distribution approved by the Internal Revenue Service following a federal emergency where my primary residence is located.

Furthermore, I _____, attest that the requested distribution does not exceed the amount of my immediate and heavy need and I have included federal, state, or local taxes or penalties. I further attest that there are no other resources available (if the hardship distribution is to pay for educational expenses, my spouse, legal dependents and children have no such resources available) to meet this immediate and heavy need.

I attest that I cannot obtain the necessary funds on the following terms:

(1) Through reimbursement or compensation by insurance or otherwise;

(2) By liquidation of my assets;

(3) By cessation of elective contributions or employee contributions under the MEBA 401(k) Plan;

(4) By other currently available distributions (including the MEBA Pension Trust);

(5) By borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

I understand that I will be unable to make contributions to the MEBA 401(k) Plan for a period of 6 months following the release of my distribution. I understand that I cannot request another hardship distribution for a period of 12 months following the release of my distribution.

Finally, I, my successors and assigns agree to indemnify and hold harmless the MEBA 401(k) Plan, its Plan Administrator, its Trustees, its successors, its assigns, and its employees if I, for any reason, do not meet the requirements for a hardship distribution described herein resulting in any liabilities, claims, obligations, taxes, or regulatory penalties that could apply against the MEBA 401(k) Plan, its Plan Administrator, its Trustees, its successors, its assigns, and/or its employees.

Signature

Print Signature

Date