

Elevator Constructors Union Local No. 1 Annuity & 401(k) Fund
140 Sylvan Avenue, Suite 303, Englewood Cliffs, NJ 07632
(201) 592-6800 (855) 521-6111

**APPLICATION FOR WEEKLY ANNUITY ACCOUNT CORONAVIRUS-RELATED LOAN
UNEMPLOYMENT OR DISABILITY ONLY**

Complete the enclosed application if you are applying for a coronavirus-related loan on account of unemployment or disability ("Coronavirus-Related Loan"). **If you are single**, you must complete, and have your signature notarized on, the enclosed *Certification of Marital Status* form. **If you are married**, you must complete the enclosed *Participant's Verification* form, and your spouse must complete, and have his/her signature notarized on the enclosed *Spouse's Consent To Participant's Annuity Account Loan* form. If you are unable to arrange for signatures to be witnessed by a notary, you may arrange for witness by a Plan representative by calling Zenith at (551) 245-6932. Zenith will assist you in setting up an audio/visual link, and you will be asked to return your form electronically on the same day. The completed **original** forms should be returned to the following address: Elevator Constructors Union Local No. 1 Annuity and 401(k) Fund, 140 Sylvan Avenue, Suite 303, Englewood Cliffs, New Jersey 07632.

In no event may your Coronavirus-Related Loan exceed the lesser of: (1) 70% of the present value of your Individual Annuity Account as of December 31, 2019 (before 2019 yield adjustments, and including other outstanding loans, less any distributions taken in 2020); or (2) \$100,000 (when aggregated with other outstanding loans and coronavirus-related withdrawals and distributions).

On the application, you may elect to defer loan repayments that would otherwise be due in 2020 for your Coronavirus-Related Loan for up to one year. Loan repayments must be made by wage deduction, as set forth under the applicable provision of the Plan. See the "FAQs" memorandum from the Board of Trustees regarding Special Annuity Fund Coronavirus-Related Distributions and Loans available on the Fund's website. Should you have any questions or need assistance in completing the application, please call the Fund Office.

A Coronavirus-Related Loan is available only through September 22, 2020 to a "Qualified Individual" affected by the coronavirus pandemic. A Coronavirus-Related Loan may be taken even if you already have an outstanding loan that is not in default. If you previously defaulted on a loan, you are still eligible, so long as you pay off that previously defaulted loan. Through June 30, 2020, the maximum amount of a Coronavirus-Related Loan is \$1,000 per week, with no waiting requirement, and withdrawals may be taken in increments of up to four weeks. See the "FAQs" memorandum from the Board of Trustees regarding Special Annuity Fund Coronavirus-Related Distributions and Loans available on the Fund's website. Should you have any questions or need assistance in completing the application, please call the Fund Office.

PART II
Purpose of Loan

I hereby certify that I have been affected by one or more of the coronavirus-related reasons as set forth below and am applying for a loan under the Plan as follows:

Check each that applies to you:

- Me, my spouse or my dependent(s) has/have been diagnosed with COVID-19 or SARS-CoV-2 by a test approved by the Centers for Disease Control and Prevention.
- I have experienced adverse financial consequences due to COVID-19 or SARS-CoV-2 which resulted in me:
 - o Being quarantined
 - o Being furloughed
 - o Being laid off
 - o Having work hours reduced
 - o Being unable to work due to lack of child care
 - o Closing or reducing hours of a business owned or operated by me due to virus/disease.

PART III
Amount Requested

I hereby apply for a loan in the amount of \$_____ (not to exceed \$1,000 per week), under the Rules and Regulations of the Elevator Constructors Union Local No. 1 Annuity and 401(k) Fund for the coronavirus-related reason(s) indicated in Part II above. The loan may not exceed the amount needed for the coronavirus-related reason(s).

I understand that the Coronavirus-Related Loan cannot exceed the lesser of: (i) \$100,000 (when aggregated with other outstanding loans and coronavirus-related withdrawals and distributions); or (ii) 70% of my Individual Annuity Account balance as of December 31, 2019 (before 2019 yield adjustments, and including other outstanding loans, less any distributions taken in 2020).

I understand that in order to receive the loan, I must execute a promissory note that will be provided by the Fund Office and that repayment of the loan is subject to the terms of such promissory note. I understand that, as collateral security for the repayment of the loan, the Trustees will have a lien upon my Annuity Share for the amount of any outstanding loan(s) and accrued interest, and in the event of default, the Trustees will have the right to enforce their lien upon my Annuity Share for the amount of such outstanding loan(s) and accrued interest, plus any court costs and reasonable attorney's fees in any action to collect the debt, prior to any distribution from my Individual Annuity Account. Further, I understand that if I fail to timely repay the loan and any accrued interest on a quarterly basis by the applicable due date and grace period, I will be considered to be in default, at which time the entire outstanding loan balance and all accrued interest will become immediately due and payable without any demand or notice and subject to income tax (and penalty taxes, if applicable).

Right to Defer Repayments: I understand that the loan and accrued interest are to be repaid entirely within a maximum of five (5) years (six (6) years if you elect the extension below) from the date of making the loan, in quarterly installments of not less than 5% of the initial sum of the loan plus interest.

- I elect to delay repayment of the Coronavirus-Related Loan for up to one (1) year from the date of making this loan.

I understand that my failure to repay the loan in accordance with the terms of the promissory note may

result in my being unable to receive any further loans from the Plan until proper repayment has been made. I agree to abide by the terms and conditions of the loan as set forth above and within the Plan document and promissory note.

IMPORTANT NOTICE REGARDING INCOME TAXES:

In general, plan loans are not taxable. However, if you fail to timely repay the loan and any accrued interest by the applicable due date and your loan is defaulted, the entire outstanding loan balance and accrued interest will be "deemed" distributed, reported to the IRS on Form 1099-R and subject to income taxes, including an additional 10% penalty tax if you have not attained age 59½. In addition, if your Annuity Share is reduced ("offset") to repay any outstanding loan balance that was previously deemed distributed, the loan offset amount will be treated as an "actual" distribution to you at the time of the offset, but will not again be subject to income taxes or the penalty tax. Because it is treated as an actual distribution, the loan offset amount may be rolled over within 60 days of the offset (or if the loan offset is due to severance from employment, the due date, including extensions, for filing your Federal income tax return for the taxable year in which the offset occurs).

I hereby attest that each of the statements made or selected above is true and correct.

Participant's Signature: _____ Date: _____

Send your form(s) to: **Elevator Constructors Union Local No. 1 Annuity and 401(k) Fund, 140 Sylan Avenue, Suite 303, Englewood Cliffs, NJ 07632.**

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CERTIFICATION OF MARITAL STATUS
APPLICATION FOR WEEKLY ANNUITY ACCOUNT LOAN
UNEMPLOYMENT OR DISABILITY ONLY
(SINGLE PARTICIPANT ONLY)

1. My name is _____

I live at _____
Number/Street City State Zip Code

2. I understand that under federal law and the rules of the Fund, a spouse of a participant in the Fund has certain rights and that a participant may not, without his or her spouse's written consent, withdraw funds from the participant's account from the Annuity Fund, or make a loan against the participant's account. I understand that the Annuity Fund will rely upon the accuracy of this certification concerning my marital status. I agree that, if any of the information set forth in this certification is inaccurate, I shall reimburse the Annuity Fund for any loss the Annuity Fund may suffer by acting in reliance upon such inaccurate information.

3. I hereby swear that I am not now married to any living person.

4. I hereby swear that [check one] there are no qualified or pending domestic relations orders that may relate to the Fund, OR I have submitted to the Fund one or more qualified or pending domestic relations order(s) that may relate to the Fund.

Signature of Participant

Date

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PARTICIPANT'S VERIFICATION
APPLICATION FOR WEEKLY ANNUITY ACCOUNT LOAN
UNEMPLOYMENT OR DISABILITY ONLY
(MARRIED PARTICIPANT ONLY)

I, _____, am a participant in the Elevator Constructors Union Local No. 1 Annuity and 401(k) Fund. I understand that under federal law and the rules of the Fund the spouse of a participant in the Fund has certain rights and that I may not take a loan against my Individual Annuity Account without my spouse's written consent. I hereby certify that the signature which appears upon this Consent is the signature of _____ who is my true and lawful spouse. I agree to reimburse the Fund for any loss the Fund may suffer in the event that this verification is inaccurate in any respect.

I understand that under federal law and the rules of the Fund, the loan cannot be paid to me before the end of the 30-day period which began when this Consent was provided to my spouse and me unless both my spouse and I consent to the loan being paid earlier and the loan is not paid until at least 7 days after this Consent was provided. I hereby consent to the payment of the loan before the end of the 30-day period.

I understand that any loan amounts not timely repaid may be subject to federal, state and local income taxes.

Signature of Participant Date

SPOUSE'S CONSENT TO PARTICIPANT'S ANNUITY ACCOUNT LOAN
(MARRIED PARTICIPANT'S SPOUSE ONLY)

The spouse of a participant who requests a loan from this or her Annuity Account must complete and sign this Consent:

I, _____, hereby swear and certify that:
Name of Spouse

My name is: _____
Last First Middle Initial

My address is: _____
Number/Street City State Zip Code

I am married to: _____ . We were married on _____ at
Name of Participant Date

Place

I understand that my spouse is a participant in the Elevator Constructors Union Local No. 1 Annuity and 401(k) Fund. I have been informed that my spouse's Individual Annuity Account under the Fund is now approximately \$_____. I understand that my spouse has applied for a loan from his/her Individual Annuity Account in the amount of \$_____ in order to pay expenses in connection with his/her unemployment or disability for the coronavirus-related reason(s) indicated in Part II above.

I understand that if I do not consent to the loan, nor later consent to another form of payment for my

spouse's benefits under the Fund, that the amount my spouse would like to receive now as a loan, along with my spouse's other benefits in my spouse's Individual Annuity Account under the Fund, would be paid as a monthly annuity for my spouse's life and, if my spouse dies before I do, with payments equal to 50% of the payments my spouse was receiving being paid to me for the rest of my life. This is called a Qualified Joint and Survivor Annuity or "QJSA." The amount of these QJSA payments will depend upon the amount in my spouse's Individual Annuity Account in the Fund, less the amount of any outstanding loans (including accrued interest) against my spouse's Individual Annuity Account immediately prior to the start of distribution of my spouse's Individual Annuity Account benefits. I understand that this means that if my spouse takes a loan against the Individual Annuity Account and does not repay in full to the Fund the amount of the loan and accrued interest immediately prior to the time my spouse begins to receive his/her Individual Annuity Account benefits, the amount of the monthly QJSA payment which would otherwise be payable to my spouse and/or me will be reduced or even entirely eliminated.

I also understand that if I do not consent to the loan, nor later consent (or have previously consented) to the designation of a beneficiary for all or part of my spouse's Individual Annuity Account benefits under the Fund other than me, the amount that my spouse would like to receive now as a loan, along with my spouse's other benefits in his/her Individual Annuity Account under the Fund, would be paid to me as a death benefit in the event my spouse dies before commencing payment and a death benefit is payable under the terms of the Plan, with payments being in the form of a monthly annuity for the rest of my life or in some other form permitted under the Fund which I might elect. I also understand that, because the loan is a lien against my spouse's Individual Annuity Account, any such lien will also reduce or eliminate the amount payable to me or, if I consent to the designation of a beneficiary for all or part of my spouse's benefits under the Fund other than me, such beneficiary, in the event that my spouse dies before beginning to receive benefits from the Fund. I understand that the amount of the reduction may be substantial, depending upon the amount of the loan, the accrued interest upon the loan, and the extent to which the loan has not been repaid prior to my spouse's death.

30 DAYS TO CONSIDER: I understand that under federal law and the rules of the Plan, I have at least 30 days from the date I receive this Consent to decide whether to consent to my spouse's loan. I understand that I may waive my right to the 30-day period by checking the appropriate box below, and if I do so, the loan may not be made earlier than 7 days after I receive this Consent form.

- I HEREBY WAIVE** my right to take the full 30 days to make my decision, **and I HEREBY CONSENT** to the loan before the end of the 30 days. I understand that I may revoke my waiver and consent at any time during the 7-day period which began when I received this notice.

- I do not wish to waive the 30-day waiting period and am returning this form after 30 days.

As the legal spouse of the above-named participant, I have read and understand the information on this form. I HEREBY AGREE that the Fund may make the loan to my spouse in the amount indicated above. I realize that by signing this Consent, I am waiving my statutory right under the Internal Revenue Code of 1986, as amended, to have my spouse receive benefits under the Fund as a Qualified Joint and Survivor Annuity and my right to a 50% survivor annuity with respect to such benefits to the extent my spouse does not repay in full the amount of any outstanding loan and accrued interest prior to the commencement of distribution of my spouse's Individual Annuity Account benefits under the Fund in the form of a QJSA. Furthermore, by signing this Consent, I am waiving my statutory right to receive the amount of any outstanding loan (including accrued interest) as a death benefit in the form of an annuity or another permitted form that I may elect in the event my spouse dies before I do and prior to commencing to receive his annuity account benefits under the Fund to the extent of the amount of outstanding loan and accrued interest at the time of my spouse's death. I understand that I do not have to sign this agreement. I am signing this agreement voluntarily.

Date

Signature of Spouse

Elevator Constructors Union Local No. 1 Annuity & 401(k) Fund

DIRECT DEPOSIT FORM

Participant name: _____

Address: _____

Social Security #: _____

Bank Name & Address: _____

Routing Number (for direct deposit): _____

Account Number _____ Checking account ___ Savings account___

(Please check either checking account or savings account)

***Please call your bank to ascertain if the routing number on your check is the correct routing number for a direct deposit (ACH). If so, please attach a voided check. If the routing number for direct deposit is different, please attach a letter from your bank representative, on bank stationery, listing the correct routing number.

Participant Signature: _____

Date: _____

To The Spouse of the Participant Requesting a Withdrawal: Please read carefully.

Information About the Qualified Joint & Survivor Annuity

1. What is a Qualified Joint and Survivor Annuity (QJSA)?

Federal law requires the Elevator Constructors Union Local No. 1 Annuity and 401(k) Fund to pay retirement benefits in a special payment form unless your spouse chooses a different payment form and you agree to that choice. This special payment form is often called a "qualified joint and survivor annuity" or "QJSA" payment form. The QJSA payment form gives your spouse a monthly retirement payment for the rest of his or her life. This is often called an "annuity." Under the QJSA payment form, after your spouse dies, each month the plan will pay you 50 percent of the retirement benefit that was paid to your spouse. The benefit paid to you after your spouse dies is often called a "survivor annuity" or a "survivor benefit." You will receive this survivor benefit for the rest of your life.

Example

Pat Doe and Pat's spouse, Robin, receive payments from the plan under the QJSA payment form. Beginning after Pat retires, Pat receives \$600 each month from the plan. Pat then dies. The plan will pay Robin \$300 a month for the rest of Robin's life.

2. How Can Your Spouse Change the Way Benefits Are Paid?

Your spouse and you will receive benefits from the plan in the special QJSA payment form required by federal law unless your spouse chooses a different payment form and you agree to the choice. If you agree to change the way the plan's retirement benefits are paid, you give up your right to the special QJSA payments.

3. Do You Have to Give Up Your Right to the QJSA Benefit?

Your choice must be voluntary. It is your personal decision whether you want to give up your right to the special QJSA payment form.

4. What Other Benefit Forms Can My Spouse Choose?

If you agree, your spouse can choose to have the retirement benefits paid in a different form. Other payment forms may give your spouse larger retirement benefits while he or she is alive, but might not pay you any benefits after your spouse dies. Your spouse may, with your consent, choose one of the following optional forms of benefits:

- *Qualified Optional Survivor Annuity:* This form gives your spouse a monthly annuity payment for the rest of his or her life. After your spouse dies, each month the plan will pay you 75 percent of the retirement benefit that was paid to your spouse. You will receive this survivor benefit for the rest of your life; or
- any of the forms available to an unmarried Participant as described in Section 3.3(A) of the Plan. These payment forms include, among others, a lump sum, and a monthly life annuity with or without a guarantee certain.

5. Can Your Spouse Make Future Changes if You Sign this Agreement?

If you sign this Consent form, you agree that benefits under the Fund will be paid in the form stated in this Consent form. Your spouse cannot change the payment form unless you agree to the change by

signing a new Consent form. However, your spouse can change to the special QJSA payment form without getting your consent.

6. Can You Change Your Mind After You Sign this Agreement?

You cannot change this Consent after you sign it. Your decision is final.

7. What Happens to this Agreement if You Become Separated or Divorced?

Legal separation or divorce may end your right to survivor benefits from the plan even if you do not sign this Consent. However, if you become legally separated or divorced, you might be able to get a special court order (which is called a qualified domestic relations order or "QDRO") that would give you rights to receive retirement benefits even if you sign this Consent. If you are thinking about separating or getting a divorce, you should get legal advice on your rights to benefits from the plan.

8. What Should You Know Before Signing this Agreement?

This is a very important decision. You should think very carefully about whether you want to sign this Consent. Before signing, be sure that you understand what retirement benefits you may get and what benefits you will no longer be able to receive. Your spouse should have received information on the types of retirement benefits available from the plan. If you have not seen this information, you should get it and read it before you sign this agreement. For additional information, you can contact the Fund Office.