



# Payment Request Form



## Reallocate PEA Balance

Reallocate the PEA based on participant balances as of (MM/DD/YYYY) \_\_\_\_\_

Reallocate \$ \_\_\_\_\_. If no amount provided, the PEA balance as of the date of receipt of this request will be used.

*Allocations are processed pro-rata across all money types based on participant balances on the date listed above unless otherwise requested.*

Credit participant accounts on a per-capita basis (identical amounts) across all money types as of the date listed.  
*If per capita is selected, please contact your account representative for additional information on the participant list that is required.*

## Plan Representative Authorization

**By signing below, you (the "Authorized Plan Representative") on behalf of the Plan and Plan Sponsor acknowledge and agree that:**

You are authorized to provide the payment instructions reflected on this form on behalf of the Plan and have determined that engaging the services of the Payee for a fee is permissible under applicable law, including U.S. Department of Labor and Internal Revenue Service guidance and the terms of the Plan.

You have determined that the payment from the Plan you have described via this form represents eligible Plan expenses that may be paid from Plan assets in the manner in which you have designated herein and that such expenses are necessary and reasonable costs associated with administration of the Plan. You acknowledge and agree that, to the extent applicable, the Plan fiduciaries have satisfied the disclosure requirements under ERISA §404(a)(5).

You have previously determined an appropriate investment option for the PEA assets, if applicable. If PEA assets are invested in a variable investment option, the amount of PEA assets available to pay plan expenses is limited to 95% of the PEA balance at the time the payment is processed to account for market fluctuation.

In the event that a requested payment from the Plan is to be made to an Investment Advisory Services Firm, you have determined that such direct payment is permissible under applicable law. In the event that a requested payment from the Plan is to be made to the Plan Sponsor, you have determined that the payment does not result in a non-exempt prohibited transaction or other violation of the Code, ERISA or any other applicable law and is otherwise permissible under the terms of the Plan.

The Plan acknowledges and agrees that Empower is not a Plan fiduciary and is acting solely at your direction as a remittance or paying agent, and has not performed any due diligence on any Payee, negotiated the terms of the Payee's compensation, determined the compensation paid by the Plan to the Payee is deemed to be reasonable under applicable law, or advised on the means or manner of remitting the Payee's compensation.

You instruct Empower to reclaim from the Payee any and all funds paid to the Payee over the amount the Payee is entitled to receive per the Plan Sponsor's payment instructions as reflected on this form. You agree that the payment processing services you have authorized via the instructions reflected on this form will be provided by Empower subject to the terms of the recordkeeping services agreement between the sponsoring Employer and Empower.

You may terminate this Authorization at any time by notifying Empower in writing prior to the time that a payment is processed. Any termination of this Payment Authorization will not be effective until written notification is received in good order at the contact information provided below. You acknowledge and agree that Empower is entitled to rely on this Authorization and is released from liability for any payments made pursuant to it.

Upon termination of the recordkeeping services agreement with Empower, recurring monthly payments will not be processed for the month of the scheduled liquidation date or any month thereafter. Quarterly payments will not be processed for the quarter of the scheduled liquidation date. Payments will not be processed from any remaining Plan assets subject to a put or any other applicable liquidation restriction following the Plan's de-conversion.

In the case of a plan termination, recurring flat dollar payments paid monthly will not be paid in the month the termination is effective or any month thereafter. Quarterly payments will not be processed for the quarter in which the termination is effective or any month thereafter. Recurring payments from basis points and per participant charges will continue for any full month or quarter until the plan assets are fully liquidated.

\_\_\_\_\_  
**Authorized Plan Representative Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

### Empower Retirement Partner Services Contact Information:

E-mail: [PartnerServices@empower-retirement.com](mailto:PartnerServices@empower-retirement.com)

Fax: (303) 737-1499

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