

ANNUITY TRUST FUND FOR OPERATING ENGINEERS

LOAN APPLICATION

Instructions:

- 1. Please read each question carefully.
- 2. Print in ink or type all information.
- 3. Be sure to answer all applicable questions. This will avoid delay in processing your application.
- 4. Be sure to sign and date the application. (Please note your signature must be notarized).
- If you are married, your spouse must sign the application, and his/her signature must be notarized. All references to you herein and in all other loan documents include your spouse.
- 6. If you are divorced, you must include a copy of the final judgment along with the property settlement agreement for any and all divorces.
- 7. Mail the application to the address above.

If any further information is required, you will be advised. You will be notified in writing of the decision made by the Loan Committee on your application. Transamerica has been retained to provide loan administration services for the loan.

LAST NAME	FIRST NAME	INITIAL	DATE OF BIRTH
SOCIAL SECURITY NUM	RER	TELEPHONE NUI	MRED
GOOM LOLGON TITON	BEIX	TELEFTIONE NO	WIDER
OTDEET ADDRESS			
STREET ADDRESS			
CITY	STATE	ZIP (CODE
MARITAL STATUS:	SingleMarried	I Divorced _	Divorced and Remarried
	Widowed		
ed above, if you are or have nent Agreement for any and		ude a complete copy c	of the Final Judgment along with the Pro
re widowed, please include	a photocopy of your spouse's	death certificate.	
RRIED:			



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8.	STREET ADDRESS (SPOUSE)	CITY	STATE	ZIP CODE	-
9.	AMOUNT OF LOAN REQUESTED:	\$			_
	This amount must be at least \$1,000.00 (minimore than the lesser of \$50,000.00 or 50% of	=	-	· · · · · · · · · · · · · · · · · · ·	
10.	PURPOSE OF THE LOAN: (Please refer to the Engineers Annuity Plan").	he enclosure entitl	ed, "Rules for Partici	oant Loan Program of the O	perating
11.	TERM OF THE LOAN: Number of Months Principal Residence)	(Cannot exce	ed 60 months-120 n	onths ONLY for Purchasing	ı of
12.	PAYMENT DUE DATE: The loan payment will be due on this day eac	h month until the l	oan is paid in full.		
13.	Only one (1) loan is permitted to be outstanding by you have any other loans outstanding with				
14.	Have you previously defaulted on a prior loan	with this Fund? Y	ES NO		
15.	To be eligible for a loan, a Participant's Individual How long have you been a participant in the I			for five (5) years or more.	
16.	Please indicate the date you last worked for a	a Contributing Emp	loyer		
17.	INTEREST RATE: The interest for a loan widay of the month in which you request the loan the duration of the loan. Loans-granted at diff	oan, plus 1%. The	interest rate so dete	rmined will remain Fixed th	
18.	MONTHLY INSTALLMENTS: I understand the remitting a check monthly, along with a loan of payable to Transamerica Company, must be made in after-tax dollars. Partial re-payment	coupon that you wi mailed to the addr	Il receive in the mail ess indicated on the	each month. The check, ma coupon. Loan repayments a	de
19.	LOAN DEFAULT: If you fail to make an instal written notice of your right to cure this failure make an installment repayment continues after Transamerica of a default in your repayment calendar quarter following the calendar quarter distribution for federal income tax purposes (internal Revenue Service will be notified of subalance of the loan at the time of the default.	by making up misser such written not of the loan. Such cer in which your lawer, a distribution such distribution. The	ed payments or repaice has been provided lefault will occur no I st payment was rece ubject to applicable amount of the dist	lying the loan in full. If your f d, the Administrator shall inf ater than the last business d ved. This will result in a dec axes and penalties), and the ibution equals the entire out	failure to form lay of the emed e tstanding

against your account at the time you are eligible for a distribution from the Plan.



application (Attach summ	ORMATION: Please summarize any ary on separate sheet if necessary.	other information that you feel is relevant to thi
	Revenue Code ₁ ERISA, or any other	ns of this loan maybe changed when necessar applicable law or regulation, as is deemed
******	****	*************
ereby apply to the Board of Tividual Account.	Trustees of the Annuity Trust Fund for	or Operating Engineers for a loan from my
		ons and Rules and Regulations adopted by the I agree to abide by these provisions.
rect. I understand that a fals		ornia that all of the above statements are true can approval, and that the Board of Trustees alse statement
	onsent to the terms of the loan as set	forth in this loan application and the making
n by signing below. SIGNATURE OF APPLIC	CANT	DATE
		DATE
SIGNATURE OF APPLIC	BE	
SIGNATURE OF APPLICATION SIGNATURE OF SPOUS State of County of	SE 	DATE
SIGNATURE OF APPLICATION SIGNATURE OF SPOUS State of	SE before me, n whose name is subscribed to the v	DATE
SIGNATURE OF APPLICATION SIGNATURE OF SPOUS State of	before me, n whose name is subscribed to the value in his/her authorized capacity, and to behalf of which the person acted, each of the laws of the	DATE
SIGNATURE OF APPLICE SIGNATURE OF SPOUS State of County of On personally appeared evidence to be the person he/she executed the sam person, or the entity upon I certify under PENALTY	before me, n whose name is subscribed to the water in his/her authorized capacity, and a behalf of which the person acted, of the water in behalf of which the person acted, or behalf of which the person acted, or person acted.	DATE

Rules for Participant Loan Program of the OPERATING ENGINEERS ANNUITY PLAN

LOAN CONDITIONS.

Purpose of Loan. Loans to Employees will be made only in the case of financial hardship caused as a result of:

(a) **Medical Expenses not Covered by Insurance or Other Programs** - Expenses of at least \$1,000 incurred (and which the Employee is obligated to pay) because of sickness or injury which have not been reimbursed by, or for which the Employee has no right to reimbursement from, any public or private plan or program including, but not limited to, Social Security, a health and welfare plan maintained pursuant to a Collective Bargaining Agreement, any other employer, union or joint employer-union welfare plan or programs, or Workers' Compensation.

Proof Required: Current copies of doctor's, hospital, and/or pharmacist's bills, which show amounts to be paid by insurance or aid programs, or denial of payment by the insurance company or aid program.

(b) Education Expenses - Expenses incurred in connection with the payment of tuition and/or room and board to maintain a dependent child at an educational institution beyond the high school level. A loan pursuant to this subparagraph will be made to an Employee only once per dependent child. For the purpose of this Section, the term "dependent child" means the unmarried child (including stepchildren, adopted children and foster children substantially supported by the Employee) of an eligible Employee.

Proof Required: A copy of the admission approval, current statement from the educational institution indicating the cost, and estimates and/or bills for room and board. Payment of student loans will <u>NOT</u> be considered.

(c) **Purchase of Principal Residence of Employee** - The Employee has purchased a home, cooperative, or condominium apartment, in which he will immediately reside (as his principal residence) and has incurred down payment, contract, and title expenses. However, a loan pursuant to this subparagraph will be made to an Employee only once.

Future mortgage payments are NOT considered part of the hardship distribution.



Proof Required: Copies of the Deposit, Receipt, Offer and Acceptance form or other purchase agreement signed by the seller and buyer along with a statement of down payment and closing costs.

(d) Disability - Disability of the Employee under a State Unemployment Disability Law (UCO) or State Workers' Compensation Law. Loans under this provision will be made only during the period of disability and after weekly paid benefits under those laws or Plan have been exhausted and will be apportioned at no more than the prevailing weekly California, Nevada, or Utah State disability benefit, whichever is appropriate.

Proof Required: Notice of proof of disability and termination of State disability benefits.

(e) **Danger of Imminent Foreclosure, an Eviction, or Tax** Lien -The Employee is threatened with loss of the home, cooperative, or condominium apartment, in which he resides, as a result of any foreclosure or eviction; or threatened with a tax lien.

Proof Required: Current statement from the mortgage holder that foreclosure is imminent and the amount in arrears, or current statement signed by the landlord showing the amount due and that eviction is imminent. In the case of a possible tax lien, a copy of the documents from the Internal Revenue Service indicating the amount of outstanding taxes due or documents related to the tax lien proceeding.

(f) **Funeral Expense** - Funeral expenses incurred because of the death of a spouse, child, or parent.

Proof Required: Certified Copy of the Death certificate of the immediate family member and bills from funeral director, church, etc.