







# OE3 Trust Funds

Health. Security. Service.

Operating Engineers Trust Funds  
1600 Harbor Bay Parkway, Suite 200  
Alameda CA 94502-3035

(800) 844-8392 • (800) 251-5013 • OE3trustfunds.org

20. **OTHER RELEVANT INFORMATION:** Please summarize any other information that you feel is relevant to this loan application (Attach summary on separate sheet if necessary.)

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21. **CHANGES IN LOAN PROCEDURE:** The Terms and conditions of this loan maybe changed when necessary to comply with the Internal Revenue Code, ERISA, or any other applicable law or regulation, as is deemed necessary by the Loan Committee.

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I hereby apply to the Board of Trustees of the Annuity Trust Fund for Operating Engineers for a loan from my Individual Account.

I acknowledge that I have been supplied a copy of the Plan Provisions and Rules and Regulations adopted by the Board of Trustees applicable to loans from Individual Accounts and I agree to abide by these provisions.

I certify under penalty of perjury under the laws of the State of California that all of the above statements are true and correct. I understand that a false statement may disqualify me for loan approval, and that the Board of Trustees shall have the right to recover any' payments made to me because of a false statement.

My spouse indicates his/her consent to the terms of the loan as set forth in this loan application and the making of this loan by signing below.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SPOUSE

\_\_\_\_\_  
DATE

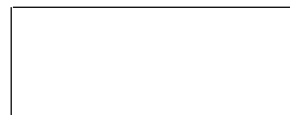
State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature



Place or attach Notary's seal here



## 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 NOT 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.