

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART B  
Account Balance Loan Program

**APPLICATION FOR A LOAN**  
Instruction and Loan Information

The I.B.E.W. Local No. 332 Pension Plan Part B Loan Program lends money to qualified participants in the Plan, who have an account balance of at least \$2,500.00 and have worked in covered employment during the last twenty four months preceding the requested date of the loan. Under the Plan, a participant may borrow up to half of his or her account balance in the plan, to a maximum of \$50,000.00, for a purchase of a primary residence or general purpose. A participant who has worked in the electrical trade or craft for himself or an employer within the jurisdiction of I.B.E.W. Local No.332 who is not signatory to a Collective Bargaining Agreement with I.B.E.W. Local No. 332 is not eligible for a Plan loan. By submitting this Application, you are agreeing to be bound by the rules of the Loan Program. These rules are explained in the notice "Basic Information about Plan Loans". This Notice is available from the Trust Fund Office at United Administrative Services, P.O. Box 5057, San Jose, California 95150.

To receive a loan, you must submit the Application, copies of your and, if applicable, your spouse's most recent paystubs, an Application Fee of \$225.00, and a Credit Check Fee of \$25. If the loan purpose is for the purchase of a primary residence, there is an additional \$12 wiring fee. The Trust Fund Office will first review your Application to see if you have worked in Covered Employment during the twenty four months preceding the requested loan, and that your Plan balance is sufficient to permit you to borrow the amount requested. **If you are married, your spouse must agree to the use of your account balance as collateral.** If you meet these requirements, the Trust Fund Office will request a report from a credit reporting agency, and will then review and substantiate the financial information provided. The annual interest rate is equal to the United States Prime Interest Rate on the effective date of your loan. Loan payments will be made monthly specified in the loan paperwork and payments not made by the due date are considered late.

Loan Applications will be reviewed in the same manner and under similar conditions as at a financial institution. Factors considered include, but are not limited to, the Participant's income, assets, outstanding loans and or other debt, past repayment record on loan payments and credit reports. If a participant is in bankruptcy, federal bankruptcy regulations must be complied with before incurring new debt. If a Participant defaults on a loan from the Plan, he or she will **not** be eligible for another loan.

Please complete the Application **in full**. Feel free to use additional pages to answer any question in full. Indicate the time period in which you wish to repay your loan. Loans for purchasing a principal residence may be repaid in up to thirty (30) years. You must provide proof that the loan proceeds will be used to purchase your principal residence. The loan proceeds will be made payable directly to the escrow company involved in the purchase of the new residence. The residence must continue to be your principal residence throughout the term of the loan. You may also request advance approval of your loan. All other loans must be repaid within five (5) years.

You may withdraw an Application at any time. However, credit check fees of \$25 will not be refunded after the Application has been referred to a credit-reporting agency.

If you qualify under the Plan and meet the Program's standard of credit-worthiness, you will be provided with a full disclosure of the terms of your loan. You will then have 30 days in which to accept the loan by signing the Promissory Note and Security Agreement, promising to repay your loan, and pledging part of your account balance as collateral for the Loan. If you need more than 30 days to decide, you may request an extension in writing. However, if you do not decide within 90 days of submitting your application, you must reapply.

When you accept your loan, you will be given your funds by the Trust Fund Office. If your loan is for the purchase of a principal residence, the loan funds will be paid directly to the escrow company involved in the purchase of the residence. Your loan will be amortized in equal payments over the period you selected. Your payments will be due on **the first of each month**. You will receive a coupon packet, good for the current year upon signing your loan and each year thereafter.

If you wish, you may repay the full balance of the loan, plus any outstanding interest, at any time. There is no prepayment penalty. If you prepay part of your principal, the term of your loan is reduced accordingly.

Payments received before the **16th** day of the month will not be subject to a late penalty. If a payment is received on or after the 16th day of any month, you will be charged a \$15 late fee to cover the cost of late notices and other administrative costs of the Loan Program. The late fee will be due with your next payment. If you do not pay the late fee, it will be deducted from the amount which is credited to your account balance. No additional interest will be charged on a late payment.

You will be notified if you are 30 days late, and again if you are 60 days late. If you fall 90 days behind, you will be declared in default. **If you default on your loan, it will be declared a distribution under the Plan and the IRS will be notified.** Your account balance will then be reduced to cover the amount of the unpaid balance. If you are under the age 59½ when you default, you will be liable for a 10% federal excise tax and a 2½% state excise tax (in addition to your regular tax rate) for an early distribution from a pension plan.

As long as you owe any money on the loan, you will not earn a share of the income of the Plan on the unpaid balance of the loan. The only income you earn on the balance of your loan is the interest you pay. All of the principal and interest you pay is credited to your Plan account balance, except for a service fee of \$15 per payment.

Your loan will affect your rights to distributions from the Plan in several ways:

- 1). No distribution will be made of the pledged portion of your account balance while it is used as security for your loan.
- 2). If you qualify for a distribution from the Plan upon retirement and you have an outstanding loan balance, **you may have the loan declared a distribution**, with your spouse's consent if you are married.

If you have any questions about the Plan Loan Program, please ask them before submitting this Application. For further information about the Loan Program, contact United Administrative Services at (408) 288-4442 or write the Trust Fund Office at PO BOX 5057, San Jose, California, 95150.

**I.B.E.W. LOCAL NO. 332 PENSION PLAN PART B  
APPLICATION FOR PLAN LOAN**

**APPLICANT**

Name: \_\_\_\_\_ SSA#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Marital Status: Single \_\_\_ Married \_\_\_ Divorced \_\_\_ No. Of Dependents: \_\_\_ Years in Trade: \_\_\_\_\_

Home Address: \_\_\_\_\_ How Long: \_\_\_\_\_

Email Address: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_ How Long: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_ How Long: \_\_\_\_\_

**INCOME**

You do not have to list income from alimony, child support or maintenance unless you want us to consider it.

Applicant's *net* monthly income from employment: \_\_\_\_\_

Spouse's *net* monthly income from employment: \_\_\_\_\_ **Total Employment income:** \_\_\_\_\_

**If you are married, your spouse must consent to the use of your account balance as security for your loan.** If you are divorced, submit a Qualified Domestic Relations Order (QDRO), which shows the disposition of the account balance of the Plan.

**SPOUSE**

Name: \_\_\_\_\_ SSA#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_ How Long: \_\_\_\_\_ Occupation: \_\_\_\_\_

**FINANCIAL INFORMATION**

Other names under which credit history may be obtained: \_\_\_\_\_

Have you ever filed Bankruptcy, or surrendered or had an automobile, appliance or other item repossessed? Y/N \_\_\_\_\_

*IF YES, ATTACH A SEPARATE SHEET WITH EXPLANATION.*

**CURRENT RESIDENCE**

Own: \_\_\_\_\_ Rent: \_\_\_\_\_ Living with parents: \_\_\_\_\_

Landlord/Mortgage's name: \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_ Balance Owing: \$ \_\_\_\_\_

Address: \_\_\_\_\_ Loan No. \_\_\_\_\_

**OTHER DEBTS**

List *all* other debts, including debts to finance companies, credit unions, stores, banks, alimony, or child support. Please indicate borrower as follows: A-Participant alone; J-Participant and spouse or other; S-Spouse alone; or O-Spouse and other.

BORROWER	TO WHO OWED	ADDRESS OR BRANCH	MONTHLY PAYMENT	BALANCE OWING
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\_\_\_\_\_

ATTACH ADDITIONAL SHEET IF NECESSARY

**LOAN INFORMATION**

Purpose of Loan: Purchase Principal Residence: \_\_\_\_\_ Other: \_\_\_\_\_

Provide proof of purpose of principal residence, such as contract of sale, offer, or estimate. Only loans for the purchase of a primary residence may be repaid over a period of more than five (5) years.

AMOUNT OF LOAN REQUEST: \$ \_\_\_\_\_

OFFICE USE ONLY: TERM OF LOAN: 360 MONTHS \_\_\_\_\_ 60 MONTHS \_\_\_\_\_

I hereby apply for a IBEW Local 332 Pension Plan Part B Loan, as described in this Application. I agree to be bound by the rules of the Plan Loan Program. I understand that my account balance in the Plan will be pledged as security for the Loan and that if I default, the balance outstanding on the Loan at the time of the default will be lost to my account balance. I also understand that no distribution will be made of the portion of my account balance, which is being used as security for my loan.

In connection with this Application, I certify that the above statements, which are submitted for obtaining credit, are true, complete, and correct. I agree to notify you of any material change in the information, which has been provided in this Application. I authorize you to obtain such information as you may require from whichever sources you may deem necessary concerning any statements made on this Application.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IF YOU ARE MARRIED, PLEASE FILL OUT THE SPOUSAL CONSENT FORM, PROPERLY SIGNED AND NOTARIZED, OR WITNESSED BY A PLAN REPRESENTATIVE**

**I.B.E.W. LOCAL NO. 332 PENSION PLAN PART B  
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**SPOUSAL CONSENT FORM  
FOR USE OF ACCOUNT BALANCE AS SECURITY FOR A PLAN LOAN**

*Participant:* \_\_\_\_\_ *Loan Amount* \_\_\_\_\_

I understand that my spouse has applied for a Plan Loan in the above amount, and that the following rules of the Plan Loan Program will apply to the Loan:

1. A portion of my spouse's account balance In the I. B. E. W. Local No. 332 Pension Plan Part B, equal to the amount of the loan, will be pledged as security for the Loan; and
2. No interest or Income will accrue on the portion of the account balance used as security for the Loan, except the Interest on the loan; and
3. No distribution will be made of the portion of the account balance which Is being used as security for the Loan; and
4. If my spouse defaults, the balance outstanding on the Loan at the time of the default will be lost to the account balance, and a substantial tax liability may accrue for a premature distribution from a pension plan.
5. I may withdraw my consent at any time in writing, until the loan is given to my spouse. Unless withdrawn, this consent will be considered conclusive, and no further consent will be requested of me.

I hereby consent to the use of my spouse's Plan account balance as security for this Loan. I authorize you to obtain such Information as you may require from whichever sources you may deem necessary concerning any statements made on the Application.

*Spouse's Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

**NOTARIZATION IS REQUIRED**

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.