

LOAN PROCEDURES
METROPOLITAN FOODS INC
401(K) PROFIT SHARING PLAN AND TRUST

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

Procedure for Applying for a Loan If you are an active Participant in the Metropolitan Foods Inc 401(k) Profit Sharing Plan and Trust, you may apply for a loan from the Plan. You must complete a Loan Application Form and submit the completed form and supporting materials to the Plan Administrator. Loan application forms may be obtained from the Plan Administrator. All loan applications will be reviewed on a uniform and nondiscriminatory basis and your loan will be approved if the Plan Administrator determines you have the ability to repay the loan, the loan is adequately secured and the loan meets the other requirements set out below.

Administration of the Plan Loan Program The Plan loan program is administered by the Plan Administrator.

Promissory Note If your loan is approved, you will be required to sign a promissory note.

Type and Amount of Loan The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

Maximum Amount of Loan A loan cannot be greater than 50% of the vested account balance under the Plan. Additionally, the loan cannot exceed \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months and the outstanding balance of loans from the Plan on the date the loan is made.

Roth Contribution Account The Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

Repayment Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence. The maximum loan term for a principal residence loan is 30 years.

If you go on a leave of absence you may be able to suspend loan repayments. Please contact the Plan Administrator to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule or you may make a full or partial prepayment. Loan repayments shall be made each pay period. You may not refinance your loan. The loan will become payable in full on your termination of employment.

Maximum Number of Loans The maximum number of loans outstanding at any one time is 2.

Minimum Loan Amount The minimum loan amount is \$1000.

Interest Rate According to U.S. Department of Labor Regulations, the interest rate for a participant loan from a retirement plan must be comparable to the current interest rates charged by financial institutions for similar loans. The interest that will apply on your loan will be prime plus 1% per year. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Administrator to determine whether you qualify for the lower interest rate.

Collateral Your vested account balance under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested account balance may be used as collateral.

Spousal Consent If you are married, you must obtain the consent of your spouse before obtaining a loan from the Plan. The spousal consent form can be found on the Loan Application.

Payroll Deduction Payments will be made through payroll deduction every pay period.

Fees The Plan charges an initial loan processing fee of \$150. Any fee may be deducted from the proceeds of the loan and/or charged to your account.

Default Your loan will be in default if a scheduled payment is not made by the end of the "cure period." The "cure period" is the repayment period allowed by the Plan Administrator which will not extend beyond the last day of the calendar quarter following the calendar quarter during which the last scheduled installment payment was due and not paid. To fully understand the potential tax consequences in the event of a loan default, you are encouraged to seek professional tax advice before requesting a loan.

Coordination with Qualified Domestic Relations Orders ("QDROs") No loan will be approved if the Plan Administrator is reviewing a domestic relations order that may affect your benefit under the Plan.

Special Rules for Military Leave If you are called into or volunteer for military service, special provisions may apply. You may request a loan suspension during your leave and choose from the following repayment methods upon your return to employment: (a) re-amortize the remaining loan balance; (b) repay all suspended loan payments at the end of your leave; or (c) continue payments under the prior rate and make a balloon payment at the end of the term. If you refinance the loan, you may extend the repayment period to the date that includes the latest date the loan repayment period could have been scheduled for (if the original term was less than five years) plus the period during which the loan was suspended. (See the note above regarding interest rates.)

As Plan Administrator, I hereby approve these loan procedures.

_____ Dated: _____ / _____ / 2020
Plan Administrator's Signature

Print Name & Title