UFCW LOCAL ONE 401(k) SAVINGS PLAN

Amended and Restated Loan Policy

Effective Date:	December 10, 2015.
Amortization Frequency:	On a 52 week payment basis. Payroll deductions will be based on payroll frequency of the employer.
Minimum Amount:	Generally, $1,000. However, if the sole purpose of the loan is to satisfy delinquent payments on an existing loan under the Plan that otherwise would be in default, the Fund will permit a loan amount under $1,000.
Maximum Amount:	The lesser of (i) 50% of the vested account balance or (ii) $50,000, reduced by the highest outstanding loan balance during the prior 12-month period.
Loan Limit:	Generally, two outstanding loans allowed at any time. However, if the sole purpose of a third loan is to satisfy delinquent payments on an existing loan under the Plan that otherwise would be in default, a Participant is permitted to apply for a third loan.
Repayment:	After-tax payroll deductions per pay period beginning within 30 days of the loan payment. Partial principal payments are not permitted except as provided below; however, full repayment of principal is permitted at any time. Payments will be invested according to the participant's current investment election percents. If after-tax payroll deductions are not feasible, repayment may be made by check, made payable to "Unified Trust for UFCW 401(k) Plan" and submitted to the Fund Office no less frequently than monthly.

Participants who are paid on a 39-week-per-year schedule and who do not continue to make loan payments via payroll deduction or by direct submission by their employer, may satisfy their loan payment obligation during the period for which they do not receive a pay check by making payments for such period in one of the following ways:

1. Participants may submit to the Fund office a balloon payment, including all amounts owed since their last payroll deduction, within 90 days after the date of their last payroll deduction; or

2. Participants may submit multiple make-up payments to the Fund office, each of which represents a partial amount of the total owed since their last payroll deduction, provided that the full amount owed must be paid within 90 days after the date of their last payroll deduction.

Participants on an employer-approved leave of absence are not required to make loan repayments during the first year of such leave of absence. However, a leave of absence will not serve to extend the repayment period of the loan. Consequently, the Participant's loan will be reamortized upon the earlier of (1) the termination of the leave of absence; or (2) the one year anniversary of the leave of absence. Solely for purposes of this Loan Policy, a Participant who has been laid off and is subject to callback under the applicable Collective Bargaining Agreement will be treated as being on an employer-approved leave of absence.

Interest Rate:	Prime rate + 1%.
Term of Loan:	Loan must be repaid within a 5-year period unless it is for the purchase of a principal residence. (Loan principal and interest repaid will be credited to your individual 401(k) account.)
Reasons for Obtaining Loan:	Any financial necessity.
Application for Loan:	Participant must request the loan from the Voice Response Unit or Internet. The participant will receive a promissory note for completion and must return all completed forms to the Fund office. The loan will be processed as soon as administratively feasible following the receipt of completed loan forms.
Fees:	There is a one-time fee of $125, covering the preparation of the loan paperwork. Additionally, a $50 loan maintenance fee will be charged annually for the duration of the loan. Should a loan re-amortization be necessary, a $25 fee will be charged. These fees will be deducted directly from the participant's account.
Default:	The following events will constitute a loan default: • The Participant's death or disability. • Termination of the Plan. • The Participant's failure to make a scheduled payment by the end of the grace period described in the loan application. • The Participant's failure to repay the loan by the maturity date described in the loan application. • The Participant's failure to comply with the terms of the loan application.