A. **Loan Eligibility** – Only active employees who are participants may request a loan. The participant requesting a plan loan must have a minimum vested account balance of $2,000 to be eligible.

Participants that have a loan that defaulted any time in the past may not be permitted to take a new loan.

B. **Loan Initiation** – Loans are initiated when the participant applies for a loan via paper Loan Application, on the Participant Web site at www.empower.com/participant or via the Voice Response System. The Promissory Note and Loan Check are combined into one document. By endorsing the check, the participant agrees to the terms of the Promissory Note and the repayment obligation.

C. **Loan Cost** – A loan origination fee in the amount of $50.00 shall be deducted from the total loan amount approved. If a participant requests the loan check to be sent express delivery, an additional $25.00 shall be deducted from the total loan amount approved. An annual maintenance fee of $25.00 ($6.25 per quarter) shall be charged to the participant and deducted from the participant's account balance.

D. **Loan Maximum & Minimum Amounts** – The minimum loan amount that a participant may request is $1,000. Per IRS Regulations, the maximum loan amount that a participant may request is $50,000 or 50% of the participant's total vested account balance, whichever is less. The $50,000 maximum loan amount is reduced by the highest loan balance during the past twelve months, minus the participant's outstanding loan balance on the date a new loan is made.

In applying these loan limits, all plans maintained by the employer are aggregated and treated as a single plan.

The only acceptable security that can be used by a participant to secure a loan is an irrevocable pledge and assignment of 50% of his or her nonforfeitable account balance. Loan amounts will be distributed first pro rata across all available money types (excluding basic employer contribution and enhanced employer contribution accounts) and investment options except the company stock fund, and then from amounts invested in the company stock fund, to the extent necessary.

E. **Number of Loans Permitted** – The number of loans a participant may have outstanding at one time is 1.

F. **Types of Loans Available** – A general purpose loan may have a term from twelve to sixty (12-60) months.

A principal residence loan is not permitted.

G. **Loan Rollovers**. Subject to the plan administrator's consent, the plan, on behalf of a participant or an eligible employee employed by the company or an affiliate in connection with a corporate merger or acquisition, will accept a direct rollover of an outstanding loan from another qualified plan into the plan. Any loan rolled over to the plan must meet the requirements of the plan and this loan policy. The plan administrator may require the execution of such documents as deemed necessary in connection with such rollover.

A participant who has a severance from employment due to a corporate divestiture may, with the consent of the plan administrator, rollover an outstanding plan loan to the acquiring entity's qualified plan that accepts in-kind rollovers of qualified plan loans.

H. **Refinancing a Loan** – Refinancing a loan is not permitted.

I. **Interest** - The interest rate is 1% over the Prime Rate published in the Wall Street Journal on the first business day of the month before the loan is originated. The interest rate is fixed for the life of the loan. The plan administrator may change the basis for determining the interest rate on future loans from time to time.

J. **Loan Repayment Procedures**

- Except as provided below, scheduled loan payments must be made by payroll deduction. Loan repayments will be allocated to the participant's investments according to current allocation percentages for new contributions on the recordkeeping system. Loan repayments will be credited back to the same money types from which they were distributed.

- Loan repayments from a participant who is not receiving compensation (such as payments due after severance from employment) must be made in such method as agreed to by the plan administrator and the participant, which may include by bank check or money order (payable to Empower Trust Company LLC) or via ACH transfer.

- Loan repayments must begin on time or the loan payments will be in arrears. If missed loan payments are not caught up in time, the loan may go into default. A loan default may result in adverse tax consequences to the participant.

- Partial lump sum loan repayments are permitted in order to enable a participant to catch up on a past-due amount or to reduce the principal amount of the loan. If payment is made by personal check, subsequent loans or distributions may be held for 15 calendar days following the receipt of a personal check.

- If a participant remits a partial payment, the payment will be applied to principal and interest of a payment amount due and any future payment due within 30 days. Thereafter, any additional payment amount will be applied to principal. The scheduled payment amount will not change.

K. **Early Loan Payoff** – A loan can be paid in full at any time. If payment is made by personal check, subsequent loans or distributions may be held for 15 calendar days following the receipt of a personal check. The participant may obtain a loan payoff quote via the Participant Web site at www.empower.com/participant or the Voice Response System. The loan payoff quote is valid for 15 calendar days from the date it is obtained.

L. **Leaves of Absence** – Suspension of loan repayments during an approved leave of absence is permitted for a period not exceeding one (1) year, which occurs during an approved leave of absence either without pay from the employer or at a rate of pay that is less than the amount of the installment payments required under the terms of the loan. Interest shall continue to accrue during the period of suspension.

The loan, including accrued interest, may be reamortized when the participant returns from leave in order to enable the participant to repay the loan in full by the maturity date of the loan.

M. **Military Leave of Absence** – If a participant takes a military leave of absence, the interest rate on the loan may be reduced to 6%, if the interest rate on the loan is greater than 6% during the leave period. Upon the participant's return from military leave, the term of the loan may be extended by the term of the military leave, not to exceed five (5) years and the loan will be reamortized. Interest on the loan continues to accrue during the period of suspension.

N. **Death** – All outstanding principal and accrued interest shall be treated as a distribution from the plan if Empower Service Center is notified of a participant's death. A deceased participant's loan may not be transferred or assumed by the participant's beneficiary(ies).

If a participant's loan has not been repaid as of the date of the participant's death, any distribution made from the deceased participant's plan account will be made net of any outstanding loan obligations. The amount of the outstanding loan as of the participant's date of death will be reported for federal income tax purposes as a distribution to the participant or to the participant's estate, as applicable.

O. **Severance from Employment** – A Participant who has an outstanding loan at the time of his or her severance from employment may continue to make payments in accordance with the terms of the loan and Paragraph J above until the loan is paid in full or, if earlier, until the participant takes a full distribution of his or her account balance. Notwithstanding the foregoing, a participant may, at any time following his or her severance from employment, repay in full an outstanding loan in accordance with Paragraph K.

P. **Default** – Loans are in arrears and delinquent when any payment is missed. A late loan payment notice will be issued after the end of the calendar quarter in which the payment is delinquent. If the loan is not paid up-to-date by the end of the calendar quarter after the calendar quarter in which a payment is first delinquent, the loan will be in default. In that event, the entire outstanding loan balance, consisting of the missed payments, remaining principal and all accrued, but unpaid interest, will be reported to the IRS as taxable income on a Form 1099-R for the year in which the loan was deemed distributed.

Thereafter, the loan will be considered a deemed distribution. As required by federal tax regulations, a participant's deemed loan will remain in the investment account until a qualifying event occurs, even though income has been reported to the IRS. Loan payment may be made on a defaulted loan. Loan payments will be recognized as after-tax cost basis for the purposes of taxation at the time the participant takes a distribution.

Q. **Changes In Law** – Future tax laws regarding plan loans will be incorporated into this Loan Administration Policy.

The Loan Administration Policy has been developed to comply with the requirements of the Internal Revenue Code Section 72(p) and the federal Treasury Regulations thereunder, as amended from time to time.

Plan Administrator Certification

The Plan Administrator hereby adopts this Loan Administration Policy to be effective as of the 1st day of September, 2022. This Loan Administration Policy supersedes and replaces any and all Participant Loan Policies and procedures previously adopted for the Plan.

I hereby certify that the above Loan Administration Policy and provisions will be administered in a consistent and uniform manner for all participants in the Plan.

Dated this 1st **day of** September**, 2022.**

HANCOCK WHITNEY BANK, Plan Administrator

By: Katherine C Widdows