VISTRA THRIFT PLAN

As Amended and Restated Effective January 1, 2025

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APPENDIX A - BENEFITS, RIGHTS AND FEATURES FROM DYNEGY 401(k) PLAN

APPENDIX B – BENEFITS, RIGHTS AND FEATURES FROM ENERGY HARBOR 401(K) & RETIREMENT CONTRIBUTION PLAN AND PROVISIONS RELATING TO CERTAIN ENERGY HARBOR REPRESENTED EMPLOYEES

VISTRA ENERGY THRIFT PLAN

WHEREAS, Vistra Operations Company LLC (the "Company") sponsors and maintains the Vistra Thrift Plan as amended and restated effective as of January 1, 2017, and as amended thereafter (the "Plan"), for the benefit of eligible employees of the Company and other Participating Employers; and

WHEREAS, the Company now desires to further amend and restate the Plan to incorporate all amendments since the previous restatement and to reflect additional amendments, including the merger of the Energy Harbor 401(k) Plan (as defined herein) with and into the Plan effective as of December 31, 2024, as well as amendments relating to the Setting Every Community Up for Retirement Enhancement Act of 2019 and the SECURE 2.0 Act of 2022, and to make certain other changes as provided herein.

Except as otherwise expressly set forth herein, the effective date of this amendment and restatement is January 1,2025.

GENERAL PURPOSES OF THE PLAN

The Plan is intended to furnish a means by which the Company and its participating subsidiaries may:

1. Encourage eligible Employees to establish and maintain retirement savings; and

2. Promote the best interests of the Employer and any Participating Employers (collectively, the "Employer") by attracting and retaining quality Employees.

ARTICLE I
ELIGIBILITY

1.1. Eligibility. Except with respect to door-to-door sales representatives of the Company or its Affiliates, every Employee shall be eligible to participate in the Plan beginning with the first payroll period on or after he/she first becomes an Employee. Door-to-door sales representatives of the Company or its Affiliates shall be eligible to participate in the Plan beginning with the first payroll period on or after they have completed 90 days of service with the Employer.

ARTICLE II
PARTICIPATION

2.1. Participation. Any eligible Employee may become a Participant in the Plan by submitting the prescribed authorization forms or pursuant to such other format, including electronic election procedures, as may be designated by the Plan Administrator from time to time. Such participation shall begin as soon as reasonably practical following receipt of the eligible Employee's authorized request to participate.

2.2. Automatic Enrollment. Notwithstanding the provisions of Section 2.1 above, each individual, upon first becoming eligible to participate under this Plan, shall be automatically enrolled in the Plan in the absence of an affirmative election to the contrary. Such automatic enrollment shall be effective as of the second full payroll period on or after the date he/she first becomes eligible to participate in this Plan, or as soon as administratively practical thereafter. Any eligible Employee who is automatically enrolled under this Section 2.2, shall be treated as if he/she made an affirmative election to make Elective Deferrals to the Plan in such amount as provided for under Article IV.

2.3. Transfer Among Participating Employers. Transfer of any eligible Employee from one Participating Employer to another Participating Employer shall not be cause for termination or interruption of participation in the Plan.

2.4. Effect of Total Withdrawal for Minimum Distribution Requirements. The receipt of a total withdrawal under Article X solely for compliance with the minimum distribution rules of Code section 401(a)(9) shall not result in the Participant's termination of participation in the Plan.

2.5. Participant Information. All Participants are required to furnish such information to the Plan Administrator as requested for the proper administration of the Plan.

ARTICLE III
VESTING

3.1. Vesting Provisions. Except as set forth below, a Participant shall at all times be 100% vested in his/her Account under the Plan.

Notwithstanding the foregoing, Non-Elective Contributions previously made under the Energy Harbor 401(k) Plan, and Non-Elective Contributions made on behalf of Energy Harbor Represented Employees following the Energy Harbor 401(k) Plan Merger Date (as provided for in Appendix B) shall continue to be subject to the applicable vesting provisions of the Energy Harbor 401(k) Plan as in effect immediately prior to the Energy Harbor 401(k) Plan Merger Date. Additionally, the Accounts of former Employees under the Energy Harbor 401(k) Plan (i.e., individuals who ceased to be active Employees on or prior to the Energy Harbor 401(k) Plan Merger Date) shall continue to be subject to the applicable vesting provisions of the Energy Harbor 401(k) Plan as in effect immediately prior to the Energy Harbor 401(k) Plan Merger Date.

ARTICLE IV
EMPLOYEE SAVINGS

4.1. Employee Savings. A Participant may elect to make pre-tax contributions (or "Elective Deferrals"), Roth Contributions and/or after-tax contributions to the Plan by identifying a percentage of the Participant's Salary or Wages, that the Participant wishes to contribute to the Plan, subject to the following provisions (Elective Deferrals, Roth Contributions and after-tax Employee contributions are collectively referred to herein as "Employee Savings"):

(a) Employee Savings Contribution Limits.

(i) Non-Highly Compensated Employees (NHCEs). A Participant who, for the Plan Year, has not been determined to be a Highly Compensated Employee, may elect to contribute any amount, in whole percentages, from 0% to 75% of the Employee's Salary or Wages.

(ii) Highly Compensated Employees (HCEs). A Participant who, for the Plan Year, has been determined to be a Highly Compensated Employee, may elect to contribute any amount, in whole percentages, from 0% to 20% of the Participant's Salary or Wages.

The amount of Employee Savings elected by a Participant shall be deducted from the Participant's Salary or Wages each payroll period and the Salary or Wages shall be reduced by such amount. The Participant authorized percentages for the above Employee Savings contributions will remain in effect, unless and until changed as provided herein, and shall be applied regardless of any subsequent increases or decreases in Salary or Wages.

(b) Automatic Deferrals Enrollment. A Participant who is automatically enrolled as a Participant in the Plan pursuant to the provisions of Section 2.2 shall, unless and until he/she makes an affirmative election to change the amount of his/her Employee Savings, be deemed to have made an election under the preceding paragraph to make Elective Deferrals, during an Initial Period commencing on the date of enrollment and ending on the last day of the first full Plan Year beginning thereafter, and for subsequent Plan Years, in the amounts set forth below:

Year of Plan Participation	Percentage of Salary or Wages
Initial Period	3%
2nd Full Plan Year	4%

3rd Full Plan Year	5%
4th Full Plan Year	6%
5th Full Plan Year	7%
6th Full Plan Year	8%
7th Full Plan Year	9%
Subsequent Plan Years	10%

(c) Changes in Employee Savings Elections. A Participant may change any of the percentages elected (or deemed elected under Section 4.1(b) above) for Employee Savings, at any time, subject to the limitations of Section 4.1(a) above, by submitting the prescribed authorization form or by such other method as may be designated and communicated by the Plan Administrator from time to time.

(d) Roth Contributions. Any Participant who enters into a salary reduction agreement may designate all or any portion of the Employee Savings contributions made thereunder, including any Catch-up Contributions made under Section 4.4, as Roth Contributions. Roth Contributions shall be includible in the Participant's gross income at the time deferred. Any designation of Employee Savings as Roth Contributions shall be irrevocable.

(e) Insufficient Salary or Wages. If the amount of an Employee's net pay shall be insufficient for any payroll period to permit the applicable deduction or reduction in an Employee's Salary or Wages to be made in full, such part of his/her Employee Savings shall be suspended for such payroll period without prior notice to the Employee.

4.2. Transfer of Employee Savings. Each Employer shall transfer the Employee Savings of its Employees to the Trustee as soon as such contributions can be reasonably segregated from such Employer's general assets, taking into consideration all relevant facts and circumstances, but in no event later than the 15th business day of the month following the month in which the deductions and reductions are withheld by the Employer from the Employee's Salary or Wages.

4.3. Reduction of Excess Deferrals.

(a) Reduction, Recharacterization and Distribution. If a Participant's Elective Deferrals and Roth Contributions hereunder should exceed the applicable dollar amount as set forth in Section 402(g) of the Code ($18,000 for the Participant's taxable year beginning 2017, as subsequently adjusted for increases in the cost of living, as set forth in Section 402(g)(4) of the Code), the excess shall be reduced (with earnings) as follows:

(i) To the extent that such excess Elective Deferrals and Roth Contributions do not exceed the applicable dollar amount under Section 414(v) of the Code, reduced by elective deferrals previously treated as Catch-Up Contributions, for the taxable year in which the Plan Year ends, whether under this Plan or another applicable employer plan (as defined in Section 414(v)(6)(A) of the Code), the amount of such excess Elective Deferrals and Roth Contributions shall be recharacterized, on a pro rata basis, as Catch-Up Contributions, if such Participant is otherwise eligible to make Catch-Up Contributions pursuant to Section 4.4 during the taxable year in which the excess deferral arises;

(ii) If the Participant is not eligible to make Catch-Up Contributions, as provided in Section 4.4, or to the extent that recharacterization of such excess Elective Deferrals and Roth Contributions, together with elective deferrals previously treated as Catch-Up Contributions, whether under this Plan or another applicable employer plan (as defined in Section 414(v)(6)(A) of the Code), exceeds the applicable dollar amount under Section 414(v) of the Code, the amount of such excess shall be distributed to the Participant, on a pro rata basis, from the Participant's Elective Deferral Account and Roth Contribution Account. Any distribution under this paragraph (ii) shall be made to the Participant no later than the April 15th immediately following the close of the Participant's taxable year with respect to which such excess deferrals were made.

(b) Multiple Elective Deferral Programs. If the Participant also participates in another elective deferral program (within the meaning of Section 402(g)(3) of the Code) and if, when aggregating his elective deferrals under all such programs, an excess deferral arises under the applicable dollar amount set forth in Section 402(g) of the Code with respect to such Participant, the Participant shall, no later than March 1st following the close of the Participant's taxable year, notify the Plan Administrator as to the portion of such excess deferrals to be allocated to this Plan and such excess so allocated to this Plan (with earnings thereon) shall be deemed a Catch-Up Contribution in accordance with paragraph (a)(i) herein, as the case may be, or distributed to the Participant in accordance with paragraph (a)(ii) herein. In the event there is a loss allocable to an excess deferral, any distribution to a Participant as required by paragraph (a)(ii) of this Section shall be no greater than the lesser of: (i) the aggregate value of the Participant's Elective Deferral Account (without regard to Catch-Up Contributions) and Roth Contribution Account or (ii) the Participant's excess deferrals for the taxable year.

4.4. Catch-Up Contributions. All Participants who have attained age 50 before the close of a Plan Year shall be eligible to make "catch-up contributions" in accordance with, and subject to the limitations of, Code section 414(v) ("Catch-Up Contributions"). Catch-Up Contributions shall not be taken into account for purposes of determining the Employer Matching Contributions under Section 5.1 below (unless recharacterized as Elective Deferrals for purposes of satisfying the actual deferral percentage test of Code Section 401(k)), the limitations on Elective Deferrals under Section 4.1(a) above, the limitations of Code section 402(g), or the Plan provisions implementing the required limitations of Code section 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code sections 401(a)(4), 401(k)(3), 401(k)(11), 403(b)(12), 408(k), 410(b), or 416, as applicable, by reason of the making of such Catch-Up Contributions.

4.5. Rollover Contributions.

(a) Rollover Contributions. An Employee may, subject to the approval of the Plan Administrator, tender to the Trustee who may accept Rollover Contributions of cash amounts which have been distributed, are distributable, or are trustee-to-trustee transfers from an Eligible Retirement Plan (as defined under Section 4.5(b)). In addition to such cash Rollover Contributions, an individual who becomes an Employee in connection with a transaction involving a Participating Employer may, subject to approval of the Plan Administrator, make a Rollover Contribution or a trustee-to-trustee transfer of an outstanding loan to or from the Plan to an Eligible Retirement Plan. Any such Rollover Contribution must comply with the provisions of Code section 402 applicable to rollovers. Before approving such a Rollover Contribution or trustee-to-trustee transfer, the Plan Administrator may request any relevant documents which the Plan Administrator, in its sole discretion, deems necessary for determining that such assets constitute a valid rollover or transfer under Code sections 401(a) or 402, or any successor statutory provisions. Any Rollover Contribution or trustee-to-trustee transfer will be held by the Trustee for the benefit of the Participant or Employee in a separate record-keeping Account.

(b) Eligible Retirement Plan. For purposes of this Plan, "Eligible Retirement Plan" shall mean: (i) an individual retirement account described in Code section 408(a); (ii) an individual retirement annuity described in Code section 408(b), other than an endowment contract; (iii) an employee's trust described in Code section 401(a) which is exempt from tax under Code section

501(a); (iv) an annuity plan described in Code section 403(a); (v) an annuity contract described in Code section 403(b); (vi) an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and (vii) a Roth individual retirement account described in Code section 408A.

(c) Separate Accounting for After-Tax Employee Contributions. The Plan shall separately account for any portion of Rollover Contributions that are after-tax employee contributions and that are not includible in gross income; and for any portion of Rollover Contributions that are includible in gross income.

ARTICLE V
EMPLOYER CONTRIBUTIONS

5.1. Employer Matching Contributions. Each Employer shall contribute from current and/or accumulated earnings and profits Employer Matching Contributions with respect to its Employees, in the amounts described in (a) or (b) below.

(a) Matching Contribution Formula. Excluding the Participants whose Employer Matching Contributions are calculated under Section 5.1(b), Employer Matching Contributions shall be in an amount equal to 100% of the first 6% of each Participant's Salary or Wages contributed to the Plan as Employee Savings.

(b) Traditional Retirement Plan Formula Participant. With respect to Participants who are covered under the Traditional Retirement Plan Formula of the Vistra Energy Retirement Plan, Employer Contributions shall be in an amount equal to 75% of the first 6% of each Participant's Salary or Wages contributed to the Plan as Employee Savings.

(c) Dynegy Represented Employee Formula. With respect to Dynegy Represented Employees, Employer Matching Contributions shall be made in an amount equal to 100% of the first 5% of each such Participant's Salary or Wages contributed to the Plan as Employee Savings, except as otherwise provided in Appendix A hereto or in an applicable collective bargaining agreement. For purposes hereof, the term "Dynegy Represented Employee" shall mean a Participant who is covered under a collective bargaining agreement which, immediately prior to the Dynegy Plan Merger Date, covered individuals who were participants in the Dynegy 401(k) Plan.

(d) Energy Harbor Represented Employee Formula. With respect to Energy Harbor Represented Employees, Employer Matching Contributions shall be made in an amount equal to 50% of the first 6% of each such Participant's Salary or Wages contributed to the Plan as Employee Savings, except as otherwise provided in Appendix B hereto or in an applicable collective bargaining agreement.

5.2. Employer Profit Sharing Contributions. Each Employer may make discretionary Profit Sharing Contributions from time to time on behalf of Participants who are: (a) Employees

designated as level 15 (or an equivalent to level 15) and below in the Employer's internal payroll system; and (b) are employed on the last day of the Plan Year for which such Profit Sharing Contributions are made; provided that Employees who are covered by a collective bargaining agreement shall not be eligible to receive a Profit Sharing Contribution unless the applicable collective bargaining agreement provides for such eligibility. The amount of Profit Sharing Contributions, if any, shall be equal to the profit sharing awards made to such eligible Participants under the Vistra Energy Deferred Profit Sharing Plan (the "Deferred Profit Sharing Plan") for the Performance Period (as defined in the Deferred Profit Sharing Plan) ending on the last day of the Plan Year prior to the Plan Year during which the Profit Sharing Contribution is made hereunder, and shall be based on a uniform percentage of the Adjusted Base Salary (as defined below) of each Participant for whom a Profit Sharing Contribution is made. For purposes of this Plan, the term "Adjusted Base Salary" shall mean a Participant's annualized base salary in effect on the first day of the applicable Performance Period (as defined in the Deferred Profit Sharing Plan) for which the Profit Sharing Contribution is made, adjusted to include supplemental pay for skills, certifications and licenses, as designated for the Participant in the applicable payroll records of the Employer, prior to any deferrals, but excluding overtime pay, bonuses, incentive compensation, expense reimbursements and fringe benefits of any kind.

5.3. Transfer of Employer Contributions. Employer Matching Contributions shall be paid by each Employer to the Trustee at the time that the corresponding Employee Savings amounts are paid to the Trustee; provided that each Employer shall make additional "make-whole" Employer Matching Contributions as of the last day of the Plan Year to each Participant who is employed on the last day of the Plan Year. The "make whole" Employer Matching Contribution shall be in such amount as is necessary to ensure that eligible Participants receive the full amount of Employer Matching Contributions based on their Salary or Wages and Employee Savings for the entire Plan Year. Such "make-whole" Employer Matching Contributions, as well as any other Employer Contributions for any Plan Year, including Profit Sharing Contributions, if any, may be made at such times as determined by the Company, but not later than the time prescribed by law for filing the Company's Federal income tax return (including extensions thereof) for its fiscal year which ends with or within such Plan Year.

5.4. Limitations on Allocations to Participants' Individual Accounts.

(a) Excess Allocations. If an Employer maintains, or has ever maintained, this Plan and one or more other qualified defined contribution plans, the Annual Additions allocated under this Plan to any Participant's Account shall be limited in accordance with the allocation provisions of this Section 5.4.

(i) The amount of the Annual Additions that may be allocated under this Plan to any Participant's Account as of any allocation date shall not exceed the Annual Addition Limit (based upon Compensation up to such allocation date) reduced by the sum of any allocations of Annual Additions made to the Participant's Account under this Plan and any other such plans maintained by the Employer as of any preceding allocation date within the Limitation Year.

(ii) If an allocation date of this Plan coincides with an allocation date of any other plan described in the above paragraph, the amount of Annual Additions to be allocated on behalf of a Participant under this Plan as of such date shall be an amount equal to the product of the amount described in the next preceding paragraph multiplied by a fraction (not to exceed 1.0), the numerator of which is the amount to be allocated under this Plan without regard to this Article during the Limitation Year and the denominator of which is the amount that would otherwise be allocated on this allocation date under all plans without regard to this Section 5.4.

(iii) If as a result of the provisions of this subsection (a), the allocation of Annual Additions under this Plan is to be reduced, such reduction shall be allocated to a suspense account as of such allocation date and used to reduce any Employer Contributions made to the Plan for the Limitation Year ending on such allocation date and subsequent Plan Years to the extent permitted under, and in accordance with, the Employee Plans Compliance Resolution System, or other applicable guidance published in the Internal Revenue Bulletin, as may be amended from time to time,. In the event of the termination of the Plan, the suspense account shall revert to the Company to the extent it may not be allocated to any Account.

(b) Definitions Application to Section 5.3.

(1) Annual Additions: Annual Additions shall have the meaning given in Section 19.4 hereof.

(2) Compensation: Compensation, for purposes of this Section and Section 19.19, shall mean "compensation" as defined in Section 415(c)(3) of the Code; provided, however, that Compensation shall:

(I) be based on the amount actually paid or made available to the Participant (or, if earlier, includible in the gross income of the Participant) during the Limitation Year;

(II) include amounts paid by the later of (a) 2½ months after the Participant's severance from employment or (b) the end of the Limitation Year that includes the date of the Participant's severance from employment, if such amounts are regular compensation that would have been paid to the Participant prior to such severance from employment if the Participant had continued in employment;

(III) include amounts that are paid to an individual who does not currently perform services for the Employer as a result of a severance from employment by reason of such individual's service in the uniformed services (as defined in chapter 43 of title 38, United States Code) with respect to which such individual has reemployment rights under such chapter, but only to the extent those amounts do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering such military service; and

(IV) for Limitation Years beginning on or after January 1, 2025, not exceed $350,000, as adjusted by the Secretary of Treasury for increases in the cost of living at the time and in the manner set forth in Section 401(a)(17)(B) of the Code.

(1) Employer: Employer shall mean, in addition to an Employer (as defined in Section 19.15 hereof), all Participants of a controlled group of corporations (as

defined in Section 414(b)) of the Code as modified by Section 415(h)), all commonly controlled trades or businesses (as defined in Section 414(c) as modified by Section 415(h)) and affiliated service groups (as defined in Section 414(m)) of which the Employer is a part, and any other entity required to be aggregate with an Employer pursuant to regulations under Section 414(o) of the Code.

(2) Limitation Year: The Limitation Year shall be the Plan Year.

(3) Annual Addition Limit: Effective for Limitation Years beginning on and after January 1, 2025, the Annual Addition Limit for a given Limitation Year is equal to the lesser of (i) 100% of Compensation or (ii) $70,000, as adjusted for increases in the cost of living under Section 415(d) of the Code. The limit on Compensation referred to in this paragraph (4) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419(A)(f)(2) of the Code) that is otherwise treated as an Annual Addition. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the dollar limitation referred to above is multiplied by a fraction, the numerator of which is equal to the number of months in the short Limitation Year and the denominator of which is twelve.

5.5. Correcting Excess Contributions.

(a) The amount of Employee Savings and Employer Matching Contributions made to the Plan each Plan Year on behalf of Highly Compensated Employees shall not exceed the limitations prescribed under Code Section 401(k)(3) and 401(m)(2), as applicable. If an Excess Contribution arises, the Plan Administrator may, to the extent permitted under the Code, reduce such amounts in the following manner, as determined appropriate by the Plan Administrator, in its sole and absolute discretion:

(i) Recharacterize any excess Elective Deferral as a Catch-Up Contribution, subject to the limitations of Code Section 414(v), with respect to any Participant who is eligible to make Catch-Up Contributions under Section 4.4;

(ii) Recharacterize excess Elective Deferrals or Roth Contributions as after-tax Employee Savings, provided that such recharacterized amounts do not result in a violation of the limitations prescribed under Code Section 401(m)(2);

(iii) Make qualified nonelective contributions or qualified matching contributions to the Plan to the extent otherwise permitted under the Code and regulations; or

(iv) Distribute any Excess Contribution.

(b) For purposes of satisfying the limitations under Code Section 401(k)(3), the Excess Contributions will be allocated pro rata among the Participant's Elective Deferrals and Roth Contributions. For purposes of satisfying the limitations under Code Section 401(m)(2), the Excess Contributions will be allocated pro rata among the Participant's after-tax Employee Savings and Employer Matching Contributions. Any Employer Matching Contributions attributable to Employee Savings that are distributed shall be forfeited.

5.6. Use of Forfeitures. The Participating Employers may utilize any forfeitures under this Plan, including dividends and other income therefrom, to reduce the amount of Employer Matching Contributions or to pay Plan expenses.

ARTICLE VI
INVESTMENT OF FUNDS

6.1. Initial Investment of Contributions. Each Participant shall have the option to invest his/her Accounts in such investment options as may from time to time be authorized by the Thrift Committee and communicated to the Trustee and the Participants. Investment instructions by the Participants may be made in multiples of 1% of each of such approved options. The Trustee shall invest promptly all funds received in accordance with the provisions of the Plan and shall comply with the instructions of each Participant in accordance with the option selected. If the Trustee shall not have received instructions from a Participant with respect to the investment of his/her Employee Savings, such assets will be invested in the default investment option or options as determined by the Thrift Committee from time to time, consistent with all regulations issued by the Secretary of the Treasury or the Department of Labor.

6.2. Investment Changes for Future Contributions. Each Participant shall designate the option which he/she has selected for the investment of his/her Account under the Plan, pursuant to such election mechanism as may be designated by the Plan Administrator from time to time. Participants may change the investment option selected with respect to future contributions pursuant to such election mechanism as may be designated by the Plan Administrator from time to time. Such investment changes shall become effective as soon as reasonably practical following receipt of a Participant's instructions.

6.3. Liquidation and Reinvestment of Contributions. A Participant may, pursuant to such election mechanism as may be designated by the Plan Administrator from time to time, direct the Trustee to liquidate all or any portion (in multiples of 1%) of his/her Account; provided that at such time when the Participant directs the Trustee to liquidate such investments, the Participant also directs the Trustee to invest the proceeds of any such sale or liquidation in an investment option then available to such Participant hereunder for the investment of such proceeds. The Trustee in its discretion may time the execution of sale and purchase orders for Trust Assets for the purpose of limiting or spreading daily volume of sales and purchases so as to contribute to an orderly market.

6.4. Default Investment Allocation in the Absence of Employee Election. In the absence of an affirmative investment election, a Participant's Account shall be invested in accordance with the

requirements of ERISA section 404(c)(5) and the regulations issued thereunder, and the Participant shall be deemed to have exercised control over such default investments consistent with such statutory provisions and regulations.

6.5. Investment Risk. Each Participant assumes all investment risks connected with securities, mutual funds or other investments held for his/her Accounts by the Trustee.

6.6. Valuation Date. For purposes of determining the value of purchases or sales of securities, mutual funds or other investments on a national exchange or nationally recognized, automated quotation system in connection with Plan transactions, the valuation date shall be the date that the particular transaction is effected.

ARTICLE VII
PARTICIPANT'S ACCOUNT

7.1. Maintenance of Accounts. The Thrift Committee, or the Trustee or other delegate of the Thrift Committee at its request, shall maintain an Account for each Participant which will be credited with the Participant's allocable interest in the following Accounts, provided the Participant is eligible to receive an allocable interest based on his/her Plan participation:

(a) Elective Deferrals;

(b) After-Tax Employee Savings;

(c) Roth Contributions;

(d) Employer Matching Contributions;

(e) Rollover Contributions;

(f) Supplemental Matching Contributions, if any; and

(g) Other Employer Contributions, if any.

Such Account shall reflect the interest received and other earnings on the Account.

7.2. Account Charges. The Thrift Committee, or the Trustee or other delegate of the Thrift Committee at its request, shall reduce the Account of a Participant by the amount of any withdrawals made pursuant to the Plan and any forfeiture of Employer Contributions, including applicable dividends or other earnings, which may be required as a result of such withdrawals. An Account of any former Employee, beneficiary of a former Employee or alternate payee under an order described in Code section 414(p) will be charged a monthly administration fee.

7.3. Options, Warrants or Similar Rights. In the event that any options, rights, or warrants shall be granted or issued with respect to any Trust Assets held by the Trustee under the Plan, the Trustee shall sell such options, rights, or warrants, if they have a market value, and apply the proceeds therefrom to the credit of the respective Participants' Accounts.

7.4. Transaction Expenses. Brokerage commissions and other expenses of purchase or sale or distribution of Trust Assets for Participants may be charged to the respective Participants' Accounts. Other reasonable Plan expenses may, at the discretion of the Thrift Committee, be charged to the respective Participant's Accounts.

7.5. <u>Taxes</u>. Taxes, if any, on Trust Assets held for Participants by the Trustee, or on income therefrom, which are payable by the Trustee shall be charged to the respective Participants' Accounts.

ARTICLE VIII
SUSPENSION OF EMPLOYEE SAVINGS

8.1. Elective Suspension. A Participant may elect to suspend payroll deductions or salary reductions for Employee Savings pursuant to such election mechanism as the Plan Administrator may authorize from time to time; provided, however, a Participant may elect to resume participation at any time.

8.2. Automatic Suspension. An automatic suspension of Employee Savings shall also occur for any payroll period in which the Participant's net pay shall be insufficient to permit the deduction for Employee Savings to be made in full. An automatic suspension of Employee Savings shall also occur for the period of any approved leave of absence without pay, including absence due to service in the armed forces of the United States. The Employee's employment by a Participating Employer shall not be considered as automatically terminated by such approved leave of absence for the purposes of Section 10.1(c). An automatic suspension of Employee Savings shall furthermore apply with respect to any withdrawal under Section 10.1(d), if at the time of such withdrawal the Participant's Qualified Military Service has been less than 180 days; the suspension shall apply for the 6-month period commencing on the date of the distribution.

8.3. Suspension After Hardship Withdrawals Received Prior to January 1, 2019. A Participant's Employee Savings contributions shall be automatically suspended for a period of six (6) months following receipt, prior to January 1, 2019, of a distribution pursuant to Section 9.3; provided that, effective as of January 1, 2019, any such suspension periods then in effect shall cease.

8.4. Suspension of Employer Contributions. Employer Contributions shall also be suspended during the continuation of any period of suspension of Employee Savings, including suspension for a single payroll period. In other respects, suspension of Employee Savings does not interrupt participation in the Plan.

ARTICLE IX
PARTIAL WITHDRAWALS, HARDSHIP WITHDRAWALS, AND PLAN LOANS

9.1. In-Service Partial Withdrawals. The Plan Administrator (or its delegate), in its discretion and upon receipt of the request of a Participant, pursuant to such procedures as may be designated by the Plan Administrator from time to time, and subject to such other restrictions that may otherwise apply, may authorize an in-service partial withdrawal of a portion of Employee Savings and rollover contributions, , a hardship withdrawal, or may authorize a loan to a Participant of assets in the Participant's Account. Such partial withdrawals, hardship withdrawals, and loans will be made available to all Participants on a reasonably equivalent basis and will be permitted in accordance with administrative procedures approved from time to time by the Plan Administrator and consistent with applicable law. Notwithstanding the foregoing, partial withdrawals of Elective Deferrals and Roth Contributions may only be made after the Participant has attained age 59 ½.

9.2. Certain Loan Requirements. All loans shall be secured with a security interest in the Participant's Account or other adequate security as determined by the Thrift Committee, and loans shall not, under any circumstances, exceed the present value of the Participant's Account balance. Additional limitations and requirements for loans, consistent with legal requirements, may be established by the Thrift Committee and set forth in administrative procedures approved from time to time by the Thrift Committee. Loans shall only be available to a Participant who is an Employee at the time such loan is made.

9.3. Certain Hardship Withdrawal Requirements.

(a) The Plan Administrator shall not authorize a hardship withdrawal unless such withdrawal, as determined under nondiscriminatory and objective standards, is on account of an immediate and heavy financial need and the amount of the distribution is necessary to satisfy such financial need. A distribution will be deemed to be on account of an immediate and heavy financial need if it is for one of the following purposes:

(i) medical expenses, as described in Code section 213(d), incurred by the Participant or by the Participant's spouse, dependents, or the Participant's beneficiary;

(ii) for the purchase, excluding mortgage payments, of a principal residence for the Participant;

(iii) for payment of tuition, related educational fees, and room and board, for the next academic year of post-secondary education for the Participant or for the Participant's spouse, dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B)) or the Participant's beneficiary;

(iv) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children, dependents (as defined in Code section 152, without regard to Code section 152(d)(1)(B)) or the Participant's beneficiary;

(v) repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to Code section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income);

(vi) to prevent eviction from Participant's principal residence or foreclosure on the mortgage on the Participant's principal residence; or

(vii) expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

(b) A distribution will be treated as necessary to satisfy a financial need if the Plan Administrator relies upon the Participant's representation (made in writing or such other form as may be prescribed by the Commissioner of Internal Revenue), unless the Plan Administrator has actual knowledge to the contrary, that the financial need cannot reasonably be relieved:

(i) through reimbursement or compensation by insurance or otherwise;

(ii) by liquidation of the Participant's assets;

(iii) by cessation of Elective Deferrals, Catch-Up Contributions and Roth Contributions, if applicable, under the Plan;

(iv) by other currently available distributions or, for hardship withdrawals taken prior to January 1, 2019, nontaxable (determined at the time of the loan) loans from plans maintained by the Employer, or any other employer of such Participant; or

(v) by borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the financial hardship.

(c) Hardship withdrawals shall only be available to a Participant who is an Employee at the time such hardship withdrawal is made. Additional limitations and requirements for hardship withdrawals, consistent with legal requirements, may be established by the Plan Administrator and set forth in administrative procedures approved from time to time by the Plan Administrator.

9.4. Partial Withdrawal of Employer Matching Contributions Requirements. A Participant may request a partial withdrawal of his/her Employer Matching Contributions; provided that: (a) the Participant is an Employee at the time of such partial withdrawal; (b) such Employer Matching Contributions so withdrawn have been held in the Participant's Employer Matching Contributions Account for a period of at least 24 months; and (c) no more than two such partial withdrawals shall be permitted in any Plan Year.

9.5. Coronavirus-Related Distributions. Pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), coronavirus-related distributions may be available to Participants as described in this Section 9.5, upon application by any such Participant.

(a) A Participant who is a "qualified individual" may take a distribution of up to $100,000 from his or her vested account (not to exceed the vested account balance) if such distribution is taken on or after March 27, 2020 and before December 31, 2020 and is designated as a "Coronavirus-Related Distribution" by the Committee.

(b) For purposes of this Section 9.5, a Participant is a "qualified individual" if:

(i) the Participant or the Participant's spouse or dependent is diagnosed with SARS-CoV-2 or COVID-19 by a test approved by the CDC, or

(ii) the Participant experiences adverse financial consequences as a result of: (1) the Participant or the Participant's spouse or a member of the Participant's household being quarantined, being furloughed or laid off or having work hours reduced as a result of COVID-19; (2) the Participant or the Participant's spouse or a member of the Participant's household member being unable to work due to a lack of child care due to COVID-19, (3) closing or reduction in hours of a business owned or operated by the Participant or the Participant's spouse or a member of the Participant's household due to

COVID-19; (4) the Participant or the Participant's spouse or a member of the Participant's household experiencing a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date for a job delayed due to COVID-19. For this purpose, a member of the Participant's household is someone who shares the Participant's principal residence.

(c) No early withdrawal tax penalties shall apply to a Coronavirus-Related Distribution, but such distributions shall be taxable income to the Participant. A Participant may choose to repay the money withdrawn in a Coronavirus-Related Distribution to the Plan, if such repayment is made within three years from the date of the withdrawal.

9.6. Partial Withdrawals and Installment Withdrawals Upon Termination. Beginning January 1, 2025, a Participant may, following his/her severance from employment and in addition to effecting a total withdrawal pursuant to Section 10.1(c), take one or more partial withdrawals of his/her Account and/or receive a distribution of his/her Account in installment payments in accordance with procedures established from time to time by the Plan Administrator.

ARTICLE X
TOTAL WITHDRAWAL

10.1. General Rules.

(a) Employee Savings. A Participant may, at any time, effect a total withdrawal of the Participant's Employee Savings Accounts, other than his/her Elective Deferral and Roth Contributions Account (until the Participant attains age 59½ or becomes disabled, at which time the Elective Deferral and Roth Contributions Account shall be included in any total withdrawal of Employee Savings), or Rollover Contribution Account, even though he/she continues in the employ of a Participating Employer.

(b) Employer Matching Contributions. A Participant may, at any time, effect a total withdrawal of his/her Employer Matching Contributions; provided that (i) such Employer Matching Contributions have been held in the Participant's Employer Matching Contributions Account for a period of at least 24 months; and (ii) no more than two such total withdrawals may be made in any Plan Year.

(c) Termination. Total withdrawal of all Accounts may be effected upon severance from employment.

(d) Special Rule for Military Service. Any Participant who is called to active duty in the uniformed services of the United States for a period of:

(i) 180 days or more (or an indefinite period) may effect a total withdrawal of his/her entire Account; or

(ii) 30 days or more may effect a total withdrawal of his/her entire Account, provided, however, that if the withdrawal occurs prior to the Participant's 180th day of military service, such withdrawal will be subject to the rules regarding suspension of contributions in Section 8.2.

ARTICLE XI
DISTRIBUTION OF BENEFITS

11.1. Distribution. In the event of a total withdrawal, the vested portion of the Participant's Account including dividends, interest and other income therefrom, shall be distributed in full in a single lump-sum cash payment to the Participant or, in case of death, to the Participant's surviving spouse or beneficiary under Article XII; or, if elected paid directly to an Eligible Retirement Plan as provided in Section 11.2, or transferred directly to a Roth Contributions Account under the Plan, as described in Section 11.3.

11.2. Direct Rollover to Eligible Retirement Plan.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article XI, a Distributee may elect, at the time and in the manner prescribed by the Thrift Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover (which may be made in-kind to the extent permitted by the Plan Administrator), except as otherwise provided by the Company's administrative procedures as permitted by regulations. In addition, a Distributee may not elect a Direct Rollover of an Offset Amount.

(b) The following definitions shall apply:

(i) Direct Rollover. A Direct Rollover is a payment by the plan to the Eligible Retirement Plan specified by the Distributee.

(ii) Distributee. A Distributee means:

(A) an Employee or former Employee,

(B) the Employee's or former Employee's surviving spouse,

(C) the Employee's or former Employee's spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), but only with regard to the interest of that spouse or former spouse,

(D) a non-spouse beneficiary, but the non-spouse beneficiary may only elect to receive a Direct Rollover of any distribution receivable from a deceased Participant's Account, provided that (I) the direct rollover is made to an individual retirement plan described in Code section 408(a) or (b) established on behalf of the

beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11) and (II) the amount distributed from the Account of a deceased Participant to a non-spouse beneficiary must be an Eligible Rollover Distribution.

(iii) Eligible Retirement Plan. Any Eligible Retirement Plan, as defined in Section 4.5(b), that accepts the Distributee's Eligible Rollover Distribution.

(iv) Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9);

(B) any distribution option that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), except in those cases where the provisions of Code sections 402(c)(2)(A) and 402(c)(2)(B) apply to such portion;

(C) any distribution that is a hardship distribution described in Code section 402(c)(4)(C).

(D) A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions or Roth Contributions that are not includible in gross income. However, such portion (other than Roth Contributions) may be transferred only to: (1) an individual retirement account or annuity described in Code sections 408(a) or (b); or (2) a qualified plan described in Code sections 401(a) or 403(a); or (3) an annuity contract described in Code section 403(b), that agrees to separately account for amounts so transferred, including separately accounting for the portion of such

distribution that is includible in gross income and the portion of such distribution which is not so includible. Roth Contributions and earnings thereon may be transferred only to another designated Roth account as a Roth IRA of the Participant.

(c) Offset Amount. An Offset Amount is the amount by which a Participant's Account is reduced to repay a loan from the Plan (including the enforcement of the Plan's security interest in the Participant's Account).

11.3. In-Plan Direct Roth Rollovers and In-Plan Roth Transfers.

(a) Generally. In lieu of a Direct Rollover as described in Section 11.2(b)(i), a Participant may elect to have any Eligible Rollover Distribution (other than amounts held in such Participant's Roth Contributions Account) transferred directly to a Roth Contributions Account under the Plan, as permitted under Code section 402A(c)(4). Additionally, effective January 1, 2025, a Participant may elect to have any amount under the Participant's Account (other than amounts held in the Participant's Roth Contributions Account), which are not otherwise distributable under the Plan, transferred directly to the Participant's Roth Contributions Account under the Plan, as permitted under Code section 402A(c)(4)(E).

(b) Treatment of Plan Loans. Outstanding loans under the Plan, as described in Section 9.2, may be rolled over to a Participant's Roth Contributions Account provided such Participant is an active Employee at such time.

(c) Spousal Consent. A rollover described in Section 11.3(a) may be made by a Participant without the consent of the Participant's Spouse (if any).

(d) Irrevocability. Any rollover described in this Section 11.3 shall be irrevocable.

(e) Early Distributions. Any amount attributable to a rollover described in this Section 11.3 that is distributed from the Participant's Roth Contributions Account prior to the end of the five-year period beginning on January 1 of the year of the rollover shall be subject to the tax on early distributions as described in Code section 72(t), as provided by Code sections 402A(c)(4)(D) and 408A(d)(3)(F).

(f) Applicability. The provisions of this Section 11.3 shall apply to any beneficiary or Alternate Payee of a Participant only if such beneficiary or Alternate Payee is the Participant's surviving spouse or former spouse.

11.4. Consent to Distributions.

(a) Participant's Consent to Distribution. Any other provision of this Plan to the contrary notwithstanding, no amount shall be distributed prior to Normal Retirement Age under this Article XI unless the Participant consents, in writing or pursuant to such other method as may be designated by the Plan Administrator from time to time, to such distribution.

(b) Small Benefit Cash Out. Notwithstanding the foregoing, consent shall not be required with respect to a Participant's Account that is otherwise distributable under the terms of the Plan if the total value of such Account does not exceed $1,000 at the time of the distribution. Consent to any distribution shall be obtained following the statutorily-required notice, which shall be given no more than 180, nor less than 30, days prior to the date of the distribution; provided, however that a distribution may commence less than thirty days after the statutorily-required notice is given, provided that:

(i) the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least thirty days after receiving the notice to consider the decision of whether or not to elect a distribution; and

(ii) the Participant, after receiving the notice, affirmatively elects a distribution.

11.5. Distribution of Roth Contributions.

(a) Qualified Distribution. Any qualified distribution (as that term is defined in subsection (b)(1) below) from a Participant's Roth Contributions Account shall not be includible in the Participant's gross income provided such qualified distribution is made after the nonexclusion period (as that term is defined in subsection (b)(2) below).

(b) Definitions. For purposes of this Plan section 11.5,

(i) "Qualified distribution" means any payment or distribution:

(A) made on or after the date on which the Participant attains age 59½;

(B) made to a beneficiary (or to the estate of the Participant) on or after the death of the Participant; or

(C) attributable to the Participant's disability;

(D) provided, however, that the term qualified distribution shall not include any distribution of any Excess Elective Deferral under Plan section 4.3 or any Excess Contribution under Plan section 19.18, and any income on the Excess Elective Deferral or Excess Contribution.

(ii) "Nonexclusion period" means the five-taxable-year period beginning with the earlier of:

(A) the first day of the first taxable year for which the Participant made a Roth Contribution to any Roth Contribution Account established for such Participant under this Plan; or

(B) if a Rollover Contribution was made to such Roth Contributions Account from a designated Roth account previously established for such Participant under another employer's retirement plan or a Roth IRA, the first day of the first taxable year for which the Participant made a designated Roth Contribution to such previously established account.

11.6. Minimum Required Distribution.

(a) In General. The requirements of this Plan section 11.6 must be met for all other distribution provisions in this Plan. If there is a conflict between any other Plan provisions and this Plan section 11.6, then the requirements of this section control. All distributions required under this section will be determined and made in accordance with the final Treasury regulations under section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement in Code section 401(a)(9)(G).

(i) The entire interest of a Participant under the Plan must begin to be distributed not later than the Required Beginning Date pursuant to a method providing for payments:

(A) over the life of the Participant or over the lives of the Participant and his/her designated beneficiary or

(B) over a period certain not extending beyond the life expectancy of the Participant or the life expectancies of the Participant and his/her designated beneficiary.

(ii) If a Participant dies after distribution of his/her interest has begun according to one of the methods specified in subsection (a)(i)(A) or (B) but before his/her entire interest has been distributed, then any part of that interest payable to his/her designated beneficiary must be distributed as least as rapidly as under the method of distribution being used as of the date of the Participant's death.

(b) Time and Manner of Required Distributions.

(i) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulations section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the their birthdays in the distribution calendar year.

Required minimum distributions will be paid each distribution calendar year up to and including the distribution calendar year that includes the Participant's date of death.

(ii) If the Participant dies on or after the date distributions began under subsection (b)(i) and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

(A) The Participant’s remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant’s surviving spouse is the Participant’s sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant’s death using the surviving spouse’s age as of the spouse’s birthday in that year. For distribution calendar years after the year of the surviving spouse’s death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse’s birthday in the calendar year of the spouse’s death, reduced by one for each subsequent calendar year.

(C) If the Participant’s surviving spouse is not the Participant’s sole designated beneficiary, the designated beneficiaries’ remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant’s death, reduced by one for each subsequent year.

(D) If there is no designated beneficiary as of September 30 of the year after the year of the Participant’s death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant’s death is the quotient obtained by dividing the Participant’s account balance by the Participant’s remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(iii) If the Participant dies before a lump sum distribution of his/her interest has been made or before distribution of his/her interest begins, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant has a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant’s death is the quotient obtained by dividing the Participant’s account balance by the remaining life expectancy of the Participant’s designated beneficiary, determined as provided in subsection (b)(ii).

(B) If the Participant does not have a designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, then subsection (b)(iii)(A) will apply as if the surviving spouse were the Participant.

(c) Time and Manner of Payment for Beneficiaries other than Eligible Designated Beneficiaries. Notwithstanding the provisions of Section 11.6(a) and (b) above, effective as of January 1, 2020, a designated beneficiary, who is not an "Eligible Designated Beneficiary" (as defined below) must receive his or her entire benefit by the tenth (10th) calendar year following the year of the Participant's death. If the Participant died before January 1, 2020, distributions to a designated beneficiary, who is not an Eligible Designated Beneficiary, will continue to be made to such Beneficiary in accordance with the provisions of Section 11.6(a) and (b) above; provided that, upon such Beneficiary's death, the remaining portion of such Beneficiary's benefit must be distributed within ten (10) years. Additionally, upon a designated beneficiary who is a minor child reaching majority age, his or her entire remaining benefit must be distributed within ten (10) years. For avoidance of doubt, minimum required distributions to Eligible Designated Beneficiaries will continue to be made in accordance with the provisions of Section 11.6(a) and (b) above.

For purposes of this Section 11.6, an "Eligible Designated Beneficiary" means a surviving spouse, a permanently disabled individual, a chronically ill individual, a minor child, or an individual who is not more than ten (10) years younger than the Participant, all as determined in accordance with regulations and other relevant guidance issued under Code Section 401(a)(9), and other pertinent sections of the Code.

(d) Notwithstanding any provision of Section 11.6 or any other provision of the Plan to the contrary, any Participant or beneficiary who would be required to receive a minimum required distribution pursuant to Section 11.6 for the 2020 distribution calendar year (or paid in 2021 for the 2020 calendar year for a participant with a required beginning date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code ('2020 RMDs'), and who would have

satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years, will not receive the 2020 RMD unless the Participant or beneficiary affirmatively elects to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence in accordance with the election procedures established by the Thrift Committee. In addition, notwithstanding section 11.2(b)(iv) of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, 2020 RMDs will be treated as Eligible Rollover Distributions.

11.7. Lost Participants and Beneficiaries. In the event the Plan Administrator is unable after reasonable inquiry to locate a Participant or beneficiary to whom any benefit has become distributable under the Plan, then any such amounts shall be forfeited and used to reduce Employer Contributions to the Plan. If such Participant or beneficiary shall thereafter make a claim for such benefit, then such benefit shall be reinstated and paid to him or her in accordance with the terms of the Plan.

ARTICLE XII
PARTICIPANT'S BENEFICIARY

12.1. Beneficiary Designation. To the extent permitted by the law applicable to the place of his/her residence, a Participant shall file with his/her Participating Employer a written designation, or pursuant to such other method as may be designated by the Plan Administrator from time to time, of the beneficiary or beneficiaries to receive all or part of his/her Account upon his/her death, and the Participant may from time to time change or cancel any such designation in like manner. The last such designation received by the Plan Administrator shall be controlling; provided, however, that no designation or change or cancellation thereof shall be effective unless received by the Plan Administrator prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. The Participant shall also file with the Plan Administrator such information as to the identity, Social Security number, and current address of the beneficiary or beneficiaries and the relationship of the beneficiary or beneficiaries to the Participant as the Plan Administrator may require.

12.2. Distribution Upon Death of Participant. Upon the death of a Participant, his/her Account shall be paid or distributed, as provided in Section 11.1, to the Participant's spouse, if such spouse has not consented, in writing, to the designation of another beneficiary, or, otherwise, to the beneficiary or beneficiaries designated by him/her, or, if there be no designation in effect as to all or part of his/her Account, then, subject to the provisions of Section 11.1, to such extent, to the personal representatives of the estate of the Participant or to the person or persons entitled thereto under the will or the intestacy laws governing the disposition of his/her estate, and thereupon the Company, the Thrift Committee, the Plan Administrator, the Trustee, the Participating Employers and any other person in any manner connected with the Plan shall have no further liability to anyone with respect to such Participant's Account or the distribution thereof.

12.3. Distribution to Participant's Estate Under Certain Circumstances. Any provision hereof to the contrary notwithstanding, if the Plan Administrator or the Trustee shall be in doubt as to the right of any beneficiary designated by a deceased Participant to receive any distribution out of such deceased Participant's Account, any such distribution may be delivered to the personal representatives of the estate of such deceased Participant, in which event the Company, the Thrift Committee, the Plan Administrator, the Trustee, the Participating Employer and any other persons

in any manner connected with the Plan shall have no further liability with respect to such Participant's Account or the distribution thereof.

12.4. Timing. The timing of any distribution upon a Participant's death shall be subject to the provisions of Section 11.6.

12.5. Death During Qualified Military Service. If a Participant dies while performing Qualified Military Service, the beneficiary of the Participant is entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan had the Participant resumed and then terminated employment on account of death.

ARTICLE XIII
ADMINISTRATION

13.1. Thrift Plan Committee. The members of the Thrift Committee shall consist of such officers or other employees of the Company or its Affiliates holding the positions designated herein, or such other equivalent position of such officers or other employees as determined by the Chief Administrative Officer of the Company, or his/her designee:

Senior Vice President & Treasurer, Chair
Executive Vice President and Chief Administrative Officer
Senior Vice President and Chief Customer Officer
Senior Vice President and Chief Information Officer
Executive Vice President, Renewables/Battery Storage/Fossil Operations and Services

13.2. Powers and Duties.

(a) The general policies of the Plan and the responsibility for carrying out those policies shall be placed in a Thrift Committee. The Thrift Committee shall be responsible for all duties of the Plan not delegated to the Plan Administrator herein. The Thrift Committee shall have such power, authority and discretion as may be necessary or appropriate to carry out the provisions of the Plan and to interpret and construe all terms, provisions and limitations of this Plan. A determination made by the Thrift Committee based on the power, authority and discretion granted under the Plan or law shall be final and binding as to a Participating Employer or as to any person(s) receiving or entitled to receive a benefit from the Plan. The Thrift Committee shall furthermore have the power and authority to establish and to oversee the policies of the Plan including, without limitation, the power, authority and discretion to:

(i) Promulgate binding rules for: (i) the administration and implementation of this Plan; and (ii) the transaction of its business;

(ii) Review and determine the disposition of benefit claims and appeals made by Participants or their beneficiaries;

(iii) Authorize one or more of their number or any agent to exercise such powers of the Thrift Committee as may be delegated (either expressly or by virtue of such representative's position within the Company);

(iv) Employ, and replace, counsel and such other persons as it may require in carrying out the provisions of the Plan; and

(v) Issue securities to Participants' heirs, beneficiaries or legal representatives, subject to approval by counsel for the Company appointed for the purpose. Records of such regulations, forms and procedures prescribed by this Section 13.2(a)(v) shall be kept on file for inspection by Participants at the Company's then current principal place of business, presently 1601 Bryan Street, Dallas, Texas 75201-3411.

(b) No benefit claims shall be payable under this Plan that are not deemed payable by the Thrift Committee or the Thrift Committee's designee.

13.3. Actions of the Thrift Committee. The Thrift Committee shall act by a majority of its members, except as provided under Section 13.2(a)(iii). The consent in writing of a majority of the Thrift Committee to any action set forth in said consent without a meeting shall be the action of the Thrift Committee. A meeting can be conducted by members in person, by phone or by video or electronic communication. The Thrift Committee shall appoint one of its members as Chairman; and shall also appoint a Secretary and one or more persons as Assistant Secretary who need not be members of the Thrift Committee, who shall perform such duties as necessary or appropriate to conduct the business of the Thrift Committee.

13.4. Compensation of Members. The members of the Thrift Committee, and its delegates, shall serve without compensation for services as such, and no bond or other security shall be required of any member or appointed officer of the Thrift Committee, except as required by applicable law.

13.5. Indemnification. The Employers agree to indemnify each Employee who serves as a member of the Thrift Committee hereunder against all liability arising in connection with his/her duties under the Plan, except that this indemnification shall not include acts of embezzlement, or diversion of Trust assets by the Employee, nor shall it include acts of willful misconduct on an Employee's part. The Employers shall have no liability with respect to the administration of the Trust or assets paid over to the Trustee, and each Participant under the Plan shall look solely to such Trust for any payments under the Plan.

13.6. Plan Administrator. The Plan Administrator shall oversee and carry out the daily activities, administration, and operation of the Plan. The Plan Administrator shall have all such powers,

authority and discretion as may be necessary or appropriate to carry out the provisions of this Plan and to interpret and construe all terms, provisions and limitations of this Plan. Any determination made by the Plan Administrator based on the power, authority and discretion granted under the Plan shall be final and binding. Such power, authority and discretion shall include, without limitation, the power, authority and discretion to:

(a) Determine all questions regarding eligibility to participate in this Plan, as well as questions regarding the status of particular individuals in relation to this Plan;

(b) Determine all questions regarding eligibility to receive benefits under the Plan, the date of commencement and termination of the payment of any such benefits and the amount of any such benefits;

(c) Interpret and construe all terms, provisions and limitations of this Plan, including without limitation, any and all doubtful, disputed or ambiguous provisions;

(d) Evaluate the compliance by Participants and beneficiaries of their obligations and responsibilities under this Plan; and

(e) Administer and implement regulations and procedures as necessary and appropriate, and as directed by the Thrift Committee.

13.7. Appointment and Removal of Trustee. The Thrift Committee shall appoint and remove a Trustee under the Plan and the Company shall enter into a Trust Agreement with such Trustee. The Company may from time to time, without further reference to or action by any Participant, enter into such further agreements with the Trustee or other parties, and make such amendments to said Trust Agreement or such other agreements, as it may deem necessary and desirable to carry out the Plan; designate a successor trustee, and may take such other steps and execute such other instruments as the Company may deem necessary or desirable to put the Plan into effect or to carry it out.

13.8. Delegation of Trustee Duties. The Thrift Committee shall notify the Trustee in writing of those officers designated to serve as members of the Thrift Committee, and the Trustee may thereafter accept and rely upon any instructions or information contained in any document executed by the Chairman of the Thrift Committee or by its Secretary or Assistant Secretary until the Thrift Committee shall file with the Trustee a revocation of such appointment or appointments.

The Trustee and the Company may by mutual agreement in writing arrange for the delegation by the Trustee to the Thrift Committee of any of the functions of the Trustee except the custody of all Trust assets except Loans, and the purchase and sale of Trust assets.

13.9. Notice to Trustee. The Thrift Committee shall notify the Trustee in writing of any changes in its members. The Trustee may thereafter accept and rely upon any instructions or information contained in any document executed by the Chairman of the Thrift Committee or by its Secretary or Assistant Secretary until the Thrift Committee shall file with the Trustee a revocation of such appointment or appointments.

13.10. Plan Audit. The independent certified public accountants who audit the books and accounts of the Company shall annually examine the records of the Employers and the Plan Administrator in respect to the Plan and, on the basis of such examination, make such report to the Trustee and to the Thrift Committee as said accountants shall deem necessary; also, said accountants shall annually examine the reports prepared by the Trustee in respect to the Plan and, on the basis of such examination, make such report to the Thrift Committee as said accountants shall deem necessary; and said accountants shall make such other audits and reports in respect to the Plan as the Plan Administrator shall from time to time authorize and direct. Subject to such examinations and reports, the records of the Thrift Committee, the Plan Administrator, the Trustee and the Employers shall be conclusive in respect to all matters involved in the administration of the Plan.

13.11. Plan Expenses. Except as otherwise provided in Sections 7.4 and 7.5 hereof, all costs and expenses incurred in the administration of the Plan, including the expenses of the Thrift Committee and Plan Administrator, the fees and expenses of the Trustee and other administrative expenses, shall be borne by each Employer in the manner determined by the Thrift Committee or as otherwise agreed among the Employers, or, in the discretion of the Thrift Committee, may be paid from the assets of the Trust.

ARTICLE XIV
AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION

14.1. Right to Amend or Terminate.

(a) It is the intention of the Company to continue the Plan indefinitely; however, the Company, by action of its Board of Directors, may amend, modify or suspend the Plan at any time. Furthermore, the Plan may be amended by a Subcommittee of the Vistra Management Committee (the Management Subcommittee"), to the extent such amendment

(i) is ministerial or administrative in nature;

(ii) does not result in a material change to the Plan's funding or costs (defined as an increase in the cost of the Plan in excess of $25 million;

(iii) is required to maintain the Plan's qualified status; or

(iv) is dictated by statute or regulation.

(b) Any such amendment, modification, suspension or termination shall be effective on such dates the Company or Management Subcommittee may determine and may be effective as to all Participating Employers, or as to one or more Participating Employers and their respective Employees.

14.2. No Diminution of Participant Rights. An amendment or modification of the Plan may affect Participants at the time thereof as well as future Participants, but no amendment or modification of the Plan for any reason may diminish any Participant's Account as of the effective date thereof. Any provisions of the Plan to the contrary notwithstanding, no amendment or modification of this Plan shall adversely affect the rights of any Participant under the Plan, except as may be permitted by Code section 411(d)(6) and the regulations and other guidance issued thereunder. An amendment or modification which affects the rights or duties of the Trustee may be made only with the consent of the Trustee. Any such amendment or modification shall be subject to the continued qualification of the Plan under the Code.

14.3. Plan Merger or Consolidation. To the extent required by law, in the event of any merger, consolidation or transfer of assets of the Plan, each Participant shall be entitled after any such merger, consolidation or transfer, to receive benefits which are at least equal to the benefits he/she would have been entitled to receive immediately before any such merger, consolidation or transfer.

14.4. Plan Suspension. In the event of suspension of the Plan, Employee Savings and Employer Contributions shall be discontinued for the period of such suspension; however, the Board of Directors of the Company may authorize the continuance of such other provisions of the Plan as it shall deem fitting and proper under the circumstances except that no suspension of the Plan for any reason may diminish any Participant's Account as of the effective date of such suspension and all income, including dividends, interest and other income, accruing on Trust Assets held by the Trustee for the Participants shall be credited to their respective Accounts in accordance with the provisions of the Plan.

14.5. Distributions Upon Plan Termination. In the event of a complete or partial termination of the Plan, each affected Participant in the Plan as of the effective date of such termination shall receive distribution of the entire balance in his/her Account, whether derived from Employee Savings or Employer Contributions, in accordance with the provisions of Article XI.

14.6. Transfer of Accounts of Participating Employer. In the event a Participating Employer withdraws from participation in the Plan, or otherwise ceases to be a Participating Employer and thereafter adopts or commences participation in another qualified plan, the Participating Employer and the Company may, by mutual agreement, effect a transfer of the Accounts of the Participants employed by the Participating Employer, subject to the requirements of Section 14.3 above and such other conditions as may be required by the Company. If no such plan is established or maintained, then the Participating Employer may, if it is not a member of a controlled group with the Company within the meaning of Section 414(b) or 414(c) of the Code, direct the Company that its withdrawal from participation in the Plan be treated as a termination of the Plan to the extent of its participation, in which case the provisions of this Article XIV shall apply as if the portion of the Plan attributable to the Participants employed by such Participating Employer were a separate plan. In all other circumstances, the Accounts of Participants employed by a withdrawing Participating Employer shall remain in the Plan until distributable in accordance with the terms hereof.

ARTICLE XV
GENERAL PROVISIONS

15.1. Exclusive Benefits of Participants. No part of the funds held by the Trustee shall be used for or diverted for purposes other than for the exclusive benefit of the Participants or their beneficiaries.

15.2. Self-Directed Participant Accounts. In keeping with ERISA section 404(c), each Participant assumes all investment risks connected with the investment selections made for his/her Account and the securities, mutual funds or other investments held for his/her Account by the Trustee, including the risk of possible decrease in market value thereof, and nothing in the Plan shall be construed as an indemnity to the Participant against any such risk nor as a guarantee by the Company, the Thrift Committee, the Plan Administrator, the Trustee or any Participating Employer of the value of any asset in which funds are invested by the Trustee in accordance with the provisions of the Plan.

15.3. Non-Alienation of Benefits. Except to the extent otherwise required or presented by Code sections 401(a)(13) and 414(p), no right or interest of any Participant in his/her Account shall be assignable or transferable in whole or in part, either directly or by operation of law or otherwise, including execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner, but excluding devolution by death or mental incompetency; and no right or interest of any Participant in his/her Account shall be liable for or subject to any obligation or liability of such Participant.

15.4. No Right of Employment. Participation in the Plan by an Employee shall in no way affect any of the rights of his/her Participating Employer to assign such Employee to a different job or position; to change his/her title, authority, duties, or rate of compensation; or to terminate his/her employment. Such rights of the Participating Employers shall be the same as if this Plan were not in effect.

15.5. Military Leave of Absence. Any provisions of the Plan to the contrary notwithstanding, in the event that at any time an Employee, before or after becoming a Participant under the Plan, should leave the employ of his/her Participating Employer for service in the armed forces of the United States and return to the employ of his/her Participating Employer within six months after first becoming eligible for discharge from active duty, his/her service shall be considered to have

been service for all purposes of the Plan; furthermore, all contributions, benefits and service with respect to Qualified Military Service shall be provided in accordance with Code section 414(u).

15.6. Governing Law. The Plan shall be governed by and construed in accordance with the laws of the State of Texas as now or hereafter in effect, except to the extent such laws are preempted by federal law. Any interpretation of the Plan, and any determination of facts in connection with the administration of the Plan and participation therein, by the Thrift Committee shall be conclusive and binding upon all Participants in the Plan and may be relied upon by the Trustee and all parties in interest, and all provisions of the Plan will be applied in a consistent manner to all Participants.

15.7. Successors. The Plan shall be binding upon the respective successors and assigns of the Company and of the Participating Employers.

15.8. Top-Heavy Provisions. Except as otherwise set forth herein, the following provisions shall become effective in any Plan Year after the 1983 Plan Year in which the Plan is determined to be a Top-Heavy Plan, provided provisions of Code section 416, or any successor statutory provision, continue to be applicable to for such Plan Year.

(a) Determination of Top-Heavy. The Plan will be considered a Top-Heavy Plan for the Plan Year if as of the last day of the preceding Plan Year ("Determination Date"), the ratio of the value of the sum of Employer Contributions plus Employee Savings in the Accounts of Participants who are Key Employees to the value of the sum of Employer Contributions plus Employee Savings in the Accounts of all Participants exceeds sixty percent. The term "Key Employee" shall mean any Employee or former Employee (including a deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Company or its Affiliates having annual compensation greater than $130,000 (as adjusted under Code section 416(i)(1)) (such adjusted amount being $170,000 for the Plan Year beginning January 1, 2015), a 5-percent owner of the Company or its Affiliates, or a 1-percent owner of the Company or its Affiliates having annual compensation of more than $150,000. For this purpose, "annual compensation" shall mean compensation as defined in Section 5.4(b)(2). The determination of who is a Key Employee will be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder. "Valuation Date" shall be the last day of the Plan Year.

(b) Aggregation. Each plan of the Company which meets the requirements of Code section 401(a) and in which a Key Employee participates during the Plan Year containing the Determination Date and each other plan which enables any plan in which the Key Employee participates during the Plan Year to meet the requirements of Code section 401(a)(4) or 410(b) shall be aggregated hereunder. Notwithstanding any other provision of this Plan, the present value of accrued benefits and the amount of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under this Plan and any plan aggregated with this Plan under Code section 416(g)(2) during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period". The accrued benefits and accounts of any individual who has not performed services for a Participating Employer during the 1-year period ending on the Determination Date shall not be taken into account.

(c) Minimum Benefit. For any Plan Year in which the Plan is a Top-Heavy Plan, the minimum benefit required for each Participant who is a non-Key Employee shall be provided in the Vistra Energy Retirement Plan or, if such Participant is not a participant in the Vistra Energy Retirement Plan, shall be provided in this Plan to ensure that the Employer Contribution is not less than three percent of the Participant's compensation within the meaning of Code section 415(c)(2). Employer Contributions shall be taken into account for purposes of satisfying the minimum requirements of Code section 416(c)(2) and the Plan. Employer Contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Code section 401(m).

15.9. Overpayments. In the event that the Plan Administrator shall determine that any benefit paid to a Participant exceeds the amount that such Participant was entitled to receive under the terms of the Plan, the Plan shall be entitled to recover from the Participant the amount of the overpayment, together with interest as provided by law. To the extent the Participant shall fail or refuse to make such repayment, the Plan, the Company and the Employer reserve the right to take such other action as may be necessary to recover such overpayment as may be permitted by law, including, but not limited to, repaying the amount of the overpayment and seeking to recover such

amount from the Participant directly or by offset against any other amount due and owing to the Participant from the Plan, the Company or an Employer.

ARTICLE XVI
PARTICIPATING EMPLOYERS

16.1. Participation by Subsidiaries. Any Affiliated Entity may, subject to approval by the Committee, participate as a Participating Employer in the Plan upon the following conditions:

(a) The Committee shall determine, from time to time, the Affiliated Entities who shall participate in the Plan as Participating Employers, as well as the effective date of such participation and any specific terms or conditions of such participation. Such participating Affiliated Entities, at any particular point in time, may be identified in a Participating Employer Addendum to this Plan, which the Committee may prepare and update from time to time.

(b) Each Affiliated Entity which becomes a Participating Employer herein hereby acknowledges that the Committee shall be the Plan Administrator hereunder and shall be authorized to make all decisions and to take all actions as may be necessary for the administration of the Plan, and that any such actions taken by the Committee in its capacity as Plan Administrator shall be binding on all Participating Employers and their Employees.

ARTICLE XVII
PLAN MERGERS

17.1. Merger of the Dynegy 401(k) Plan with and into the Plan.

(a) Plan Merger. Effective as of January 1, 2019 (the Dynegy 401(k) Plan Merger Date), the Dynegy 401(k) Plan was merged into, and made a part of, the Plan, with the Plan as the surviving plan. Effective at the end of the day on December 31, 2018, and from and after the Dynegy 401(k) Plan Merger Date, the Dynegy 401(k) Plan shall thereafter cease to exist as a separate plan, but shall continue as part of the Plan, subject to the terms, conditions and provisions of the Plan, as it may be amended from time to time. The assets of the Dynegy 401(k) Plan shall, in connection with such merger, be transferred to, and become assets of, the Plan, and the liabilities of the Dynegy 401(k) Plan shall be assumed by, and become liabilities of, the Plan.

(b) Service Credit. An Employee's prior service with Dynegy, Inc. And its affiliates shall be counted for purposes of eligibility, participation and vesting under the Plan to the same extent as credited under the Dynegy 401(k) Plan, and such Employee's years of service under the Plan shall not be less than his or her years of service under the Dynegy 401(k) Plan as of the date of the Dynegy 401(k) Plan Merger Date.

(c) Vesting. The Accounts of all active Employees under the Dynegy 401(k) Plan shall become fully vested upon their transfer to the Plan as of the Dynegy 401(k) Plan Merger Date, consistent with the provisions of Section 3.1 of the Plan. The Accounts of former Employees under the Dynegy 401(k) Plan shall continue to be subject to the applicable vesting provisions of the Dynegy 401(k) Plan as in effect immediately prior to the Dynegy 401(k) Plan Merger Date.

(d) Initial Deferral Elections and Investments. The deferral elections (including automatic deferral elections) of participants under the Dynegy 401(k) Plan in effect as of the Dynegy 401(k) Plan Merger Date, shall continue in effect under the Plan until modified by such participants in accordance with the provisions and administrative procedures of the Plan. The Accounts of participants under the Dynegy 401(k) Plan shall, effective as of the Dynegy 401(k) Plan Merger Date, be mapped to investment alternatives under the Plan as determined by the Plan Administrator.

(e) Forms of Benefit Payment. All forms of benefit payment available to participants and beneficiaries under the Dynegy 401(k) Plan as in effect on the date of the Dynegy 401(k) Plan

Merger Date shall, to the extent required by law, continue to be available for such participants and beneficiaries from and after the Dynegy 401(k) Plan Merger Date, with respect to their assets under the Dynegy 401(k) Plan transferred to, and merged with, the Plan as of the Dynegy 401(k) Plan Merger Date. Notwithstanding the foregoing, the forms of distribution available under the Dynegy 401(k) Plan that are not otherwise available under the Plan shall, to the extent permitted by law, be eliminated effective as of the date of the Dynegy 401(k) Plan Merger Date, in accordance with the requirements of, and only to the extent permitted under, Section 411(d)(6) of the Code. The distribution provisions of the Plan shall control with respect to all assets contributed to the Plan from and after the merger. Appendix A attached to and made a part of the Plan describes certain distribution provisions, and other benefits, rights and features of the Dynegy 401(k) Plan which shall continue to apply with respect to certain groups of Participants, as described in such Appendix.

(f) Benefits Upon the Merger. Each participant or beneficiary in the Dynegy 401(k) Plan immediately before the merger shall be entitled to receive a benefit under the Plan immediately after the merger (as if the Plan had then terminated) in an amount that is at least equal to the benefit he or she would have been entitled to receive under the Dynegy 401(k) Plan immediately before the merger. Each Participant or Beneficiary in the Plan immediately before the merger shall be entitled to receive a benefit under the Plan immediately after the merger that is at least equal to the benefit he or she would have been entitled to receive immediately before the merger. The benefits of all Plan Participants will continue to be subject to the provisions of Article VI of the Plan (relating to the investment of Plan assets and investment risk).

(g) No Additional Benefits Created by Merger. The provisions of this Article shall not create any benefit, right, feature or entitlement for any individual where none existed under the terms of the Plan or the Dynegy 401(k) Plan as in effect prior to the merger.

17.2. Merger of the Crius 401(k) Plan.

(a) Plan Merger. Effective as of January 1, 2020 (the "Crius 401(k) Plan Merger Date"), the Crius 401(k) Plan was merged into, and made a part of, the Plan, with the Plan as the surviving plan. Effective at the end of the day on December 31, 2019, and from and after the Crius 401(k) Plan Merger Date, the Crius 401(k) Plan shall thereafter cease to exist as a separate plan, but shall continue as part of the Plan, subject to the terms, conditions and provisions of the Plan,

as it may be amended from time to time. The assets of the Crius 401(k) Plan shall, in connection with such merger, be transferred to, and become assets of, the Plan, and the liabilities of the Crius 401(k) Plan shall be assumed by, and become liabilities of, the Plan.

(b) Service Credit. An Employee's prior service with Crius Energy Management, LLC and its affiliates shall be counted for purposes of eligibility, participation and vesting under the Plan to the same extent as credited under the Crius 401(k) Plan, and such Employee's years of service under the Plan shall not be less than his or her years of service under the Crius 401(k) Plan as of the Crius 401(k) Plan Merger Date.

(c) Vesting. The Accounts of all active Employees under the Crius 401(k) Plan shall become fully vested upon their transfer to the Plan as of the Crius 401(k) Plan Merger Date, consistent with the provisions of Section 3.1 of the Plan. The Accounts of former Employees under the Crius 401(k) Plan shall continue to be subject to the applicable vesting provisions of the Crius 401(k) Plan as in effect immediately prior to the Crius 401(k) Plan Merger Date.

(d) Initial Deferral Elections and Investments. The initial deferral percentage of Employee Savings under the Plan for former participants under the Crius 401(k) Plan who become eligible to participate in the Plan, shall be the initial automatic deferral percentage provided for under Section 4.1(b) of the Plan (i.e., 3%), subject to the automatic increase provisions of Section 4.1(b) of the Plan and the ability of the Participants to change their Employee Savings percentages under Section 4.1(c) of the Plan. The Accounts of participants under the Crius 401(k) Plan shall, effective as of the Crius 401(k) Plan Merger Date, be mapped to investment alternatives under the Plan as determined by the Committee.

(e) Forms of Benefit Payment. All forms of benefit payment available to participants and beneficiaries under the Crius 401(k) Plan as in effect on the date of the Crius 401(k) Plan Merger Date shall, to the extent required by law, continue to be available for such participants and beneficiaries from and after the Crius 401(k) Plan Merger Date, with respect to their assets under the Crius 401(k) Plan transferred to, and merged with, the Plan as of the Crius 401(k) Plan Merger Date. Notwithstanding the foregoing, the forms of distribution available under the Crius 401(k) Plan that are not otherwise available under the Plan shall, to the extent permitted by law, be eliminated effective as of the Crius 401(k) Plan Merger Date, in accordance with the requirements of, and only to the extent permitted under, Section 411(d)(6) of the Code. The distribution

provisions of the Plan shall control with respect to all assets contributed to the Plan from and after the Crius 401(k) Plan Merger Date.

(f) Benefits Upon the Merger. Each participant or beneficiary in the Crius 401(k) Plan immediately before the merger shall be entitled to receive a benefit under the Plan immediately after the merger (as if the Plan had then terminated) in an amount that is at least equal to the benefit he or she would have been entitled to receive under the Crius 401(k) Plan immediately before the merger. Each Participant or Beneficiary in the Plan immediately before the merger shall be entitled to receive a benefit under the Plan immediately after the merger that is at least equal to the benefit he or she would have been entitled to receive immediately before the merger. The benefits of all Plan Participants will continue to be subject to the provisions of Article VI of the Plan (relating to the investment of Plan assets and investment risk).

(g) No Additional Benefits Created by Merger. The provisions of this Article shall not create any benefit, right, feature or entitlement for any individual where none existed under the terms of the Plan or the Crius 401(k) Plan as in effect prior to the merger.

17.3. Merger of the Ambit Energy 401(k) Plan.

(a) Plan Merger. Effective as of February 1, 2020 (the "Ambit 401(k) Plan Merger Date"), the Ambit Energy 401(k) Plan was merged into, and made a part of, the Plan, with the Plan as the surviving plan. Effective at the end of the day on January 31, 2020, and from and after the Ambit 401(k) Plan Merger Date, the Ambit Energy 401(k) Plan thereafter ceased to exist as a separate plan, but shall continue as part of the Plan, subject to the terms, conditions and provisions of the Plan, as it may be amended from time to time. The assets of the Ambit Energy 401(k) Plan shall, in connection with such merger, be transferred to, and become assets of, the Plan, and the liabilities of the Ambit Energy 401(k) Plan shall be assumed by, and become liabilities of, the Plan.

(b) Service Credit. An Employee's prior service with Ambit Management, Inc. and its affiliates shall be counted for purposes of eligibility, participation and vesting under the Plan to the same extent as credited under the Ambit Energy 401(k) Plan, and such Employee's years of service under the Plan shall not be less than his or her years of service under the Ambit Energy 401(k) Plan as of the Ambit 401(k) Plan Merger Date.

(c) Vesting. The Accounts of all active Employees under the Ambit Energy 401(k) Plan shall become fully vested upon their transfer to the Plan as of the Ambit 401(k) Plan Merger Date, consistent with the provisions of Section 3.1 of the Plan. The Accounts of former Employees under the Ambit Energy 401(k) Plan shall continue to be subject to the applicable vesting provisions of the Ambit Energy 401(k) Plan as in effect immediately prior to the Ambit 401(k) Plan Merger Date.

(d) Initial Deferral Elections and Investments. The initial deferral percentage of Employee Savings under the Plan for former participants under the Ambit Energy 401(k) Plan who become eligible to participate in the Plan, shall be the initial automatic deferral percentage provided for under Section 4.1(b) of the Plan (i.e., 3%), subject to the automatic increase provisions of Section 4.1(b) of the Plan and the ability of the Participants to change their Employee Savings percentages under Section 4.1(c) of the Plan. The Accounts of participants under the Ambit Energy 401(k) Plan shall, effective as of the Ambit 401(k) Plan Merger Date, be mapped to investment alternatives under the Plan as determined by the Committee.

(e) Forms of Benefit Payment. All forms of benefit payment available to participants and beneficiaries under the Ambit Energy 401(k) Plan as in effect on the date of the Ambit 401(k) Plan Merger Date shall, to the extent required by law, continue to be available for such participants and beneficiaries from and after the Ambit 401(k) Plan Merger Date, with respect to their assets under the Ambit Energy 401(k) Plan transferred to, and merged with, the Plan as of the Ambit 401(k) Plan Merger Date. Notwithstanding the foregoing, the forms of distribution available under the Ambit Energy 401(k) Plan that are not otherwise available under the Plan shall, to the extent permitted by law, be eliminated effective as of the Ambit 401(k) Plan Merger Date, in accordance with the requirements of, and only to the extent permitted under, Section 411(d)(6) of the Code. The distribution provisions of the Plan shall control with respect to all assets contributed to the Plan from and after the Ambit 401(k) Plan Merger Date.

(f) Benefits Upon the Merger. Each participant or beneficiary in the Ambit Energy 401(k) Plan immediately before the merger shall be entitled to receive a benefit under the Plan immediately after the merger (as if the Plan had then terminated) in an amount that is at least equal to the benefit he or she would have been entitled to receive under the Ambit Energy 401(k) Plan immediately before the merger. Each Participant or Beneficiary in the Plan immediately before the

merger shall be entitled to receive a benefit under the Plan immediately after the merger that is at least equal to the benefit he or she would have been entitled to receive immediately before the merger. The benefits of all Plan Participants will continue to be subject to the provisions of Article VI of the Plan (relating to the investment of Plan assets and investment risk).

(g) No Additional Benefits Created by Merger. The provisions of this Article shall not create any benefit, right, feature or entitlement for any individual where none existed under the terms of the Plan or the Ambit Energy 401(k) Plan as in effect prior to the merger.

17.4. Merger of the Energy Harbor 401(k) Plan with and into the Plan.

(a) Plan Merger. Effective as of January 1, 2025 (the "Energy Harbor 401(k) Plan Merger Date"), the Dynegy 401(k) Plan was merged into, and made a part of, the Plan, with the Plan as the surviving plan. Effective at the end of the day on December 31, 2024, and from and after the Energy Harbor 401(k) Plan Merger Date, the Energy Harbor 401(k) Plan shall thereafter cease to exist as a separate plan, but shall continue as part of the Plan, subject to the terms, conditions and provisions of the Plan, as it may be amended from time to time. The assets of the Energy Harbor 401(k) Plan shall, in connection with such merger, be transferred to, and become assets of, the Plan, and the liabilities of the Energy Harbor 401(k) Plan shall be assumed by, and become liabilities of, the Plan.

(b) Service Credit. An Employee's prior service with Energy Harbor Corp. and its affiliates shall be counted for purposes of eligibility, participation and vesting under the Plan to the same extent as credited under the Dynegy 401(k) Plan, and such Employee's years of service under the Plan shall not be less than his or her years of service under the Energy Harbor 401(k) Plan as of the date of the Energy Harbor 401(k) Plan Merger Date.

(c) Vesting. Except with respect to Non-Elective Contributions previously made and Non-Elective Contributions made on behalf of Energy Harbor Represented Employees following the Energy Harbor 401(k) Plan Merger Date (as provided for under Appendix B attached hereto and made a part hereof), the Accounts of all active Employees under the Energy Harbor 401(k) Plan shall become fully vested upon their transfer to the Plan as of the Energy Harbor 401(k) Plan Merger Date, consistent with the provisions of Section 3.1 of the Plan. Non-Elective Contributions previously made under the Energy Harbor 401(k) Plan, and Non-Elective Contributions made on behalf of Energy Harbor Represented Employees following the Energy Harbor 401(k) Plan Merger

Date shall continue to be subject to the applicable vesting provisions of the Energy Harbor 401(k) Plan as in effect immediately prior to the Energy Harbor 401(k) Plan Merger Date. Additionally, the Accounts of former Employees under the Energy Harbor 401(k) Plan (i.e., individuals who ceased to be active Employees on or prior to the Energy Harbor Plan Merger Date) shall continue to be subject to the applicable vesting provisions of the Energy Harbor 401(k) Plan as in effect immediately prior to the Energy Harbor 401(k) Plan Merger Date.

(d) Initial Deferral Elections and Investments. The deferral elections (including automatic deferral elections) of participants under the Energy Harbor 401(k) Plan in effect as of the Energy Harbor 401(k) Plan Merger Date, shall continue in effect under the Plan until modified by such participants in accordance with the provisions and administrative procedures of the Plan. The Accounts of participants under the Energy Harbor 401(k) Plan shall, effective as of the Energy Harbor 401(k) Plan Merger Date, be mapped to investment alternatives under the Plan as determined by the Plan Administrator.

(e) Forms of Benefit Payment. All forms of benefit payment available to participants and beneficiaries under the Energy Harbor 401(k) Plan as in effect on the date of the Energy Harbor 401(k) Plan Merger Date shall, to the extent required by law, continue to be available for such participants and beneficiaries from and after the Energy Harbor 401(k) Plan Merger Date, with respect to their assets under the Energy Harbor 401(k) Plan transferred to, and merged with, the Plan as of the Energy Harbor 401(k) Plan Merger Date. Notwithstanding the foregoing, the forms of distribution available under the Energy Harbor 401(k) Plan that are not otherwise available under the Plan shall, to the extent permitted by law, be eliminated effective as of the date of the Energy Harbor 401(k) Plan Merger Date, in accordance with the requirements of, and only to the extent permitted under, Section 411(d)(6) of the Code. The distribution provisions of the Plan shall control with respect to all assets contributed to the Plan from and after the merger. Appendix B attached to and made a part of the Plan describes certain benefits, rights and features of the Energy Harbor 401(k) Plan which shall continue to apply with respect to certain groups of Participants, including certain provisions applicable to Energy Harbor Represented Employees as described in such Appendix.

(f) Benefits Upon the Merger. Each participant or beneficiary in the Energy Harbor 401(k) Plan immediately before the merger shall be entitled to receive a benefit under the Plan

immediately after the merger (as if the Plan had then terminated) in an amount that is at least equal to the benefit he or she would have been entitled to receive under the Energy Harbor 401(k) Plan immediately before the merger. Each Participant or Beneficiary in the Plan immediately before the merger shall be entitled to receive a benefit under the Plan immediately after the merger that is at least equal to the benefit he or she would have been entitled to receive immediately before the merger. The benefits of all Plan Participants will continue to be subject to the provisions of Article VI of the Plan (relating to the investment of Plan assets and investment risk).

(g) No Additional Benefits Created by Merger. The provisions of this Article shall not create any benefit, right, feature or entitlement for any individual where none existed under the terms of the Plan or the Energy Harbor 401(k) Plan as in effect prior to the merger.

ARTICLE XVIII
EFFECTIVE DATE

18.1. Effective Date. Except as otherwise set forth in this Plan, the Effective Date of this Plan, as amended and restated hereby, is January 1,2025.

18.2. Former Participants. The provisions of this Plan and Trust, as amended, shall apply only to an Employee who terminates employment on or after the Effective Date. The rights and benefits, if any, of a former Participant shall be determined in accordance with the provisions of the Plan and Trust in effect on the date his/her participation terminates.

ARTICLE XIX
DEFINITIONS

When appropriate the singular as used in this Plan shall include the plural and vice versa; and the masculine pronoun wherever used in the Plan shall include the feminine. The following terms shall have the meanings indicated unless otherwise required by the context:

19.1. Accounts. The funds and assets held by the Trustee for a Participant under the Plan consisting, as applicable, of an Elective Deferrals, After-Tax Employee Savings, Roth Contributions, Matching Contributions, Supplemental Matching Contributions, Rollover Contribution and other Employer Contributions Accounts.

19.2. Adjusted Base Salary. The measure of compensation used to determine the amount of an eligible Participant's Profit Sharing Contribution. Adjusted Base Salary has the meaning set forth in Section 5.2.

19.3. Affiliate or Affiliated Entity. The Company and (i) any company or other entity more than 50% of the voting power or 50% of the value of which is owned, directly or indirectly, by Vistra Energy Corp. (the "Parent"); (ii) any company that is within a controlled group of corporations (determined in accordance with Code section 414(b)) which includes the Parent; (iii) any company or other entity that is under common control with the Parent (determined in accordance with Code section 414(c)); (iv) any company or other entity that is within an affiliated service group (determined in accordance with Code section 414(m)) which includes the Parent; or (v) any company or other entity that, together with the Parent, is treated as a single employer under Code section 414(o).

19.4. Ambit Energy 401(k) Plan. The Ambit Energy 401(k) Plan, as amended and restated effective as of May 1, 2017, and as amended thereafter. The Ambit Energy 401(k) Plan was merged with and into the Plan effective as of February 1, 2020. See Section 17.3.

19.5. Ambit Energy 401(k) Plan Merger Date. The term Ambit Energy 401(k) Plan Merger Date has the meaning set forth in Section 17.3(a).

19.6. Annual Addition. The total of the Employer Contributions and Employee Savings for each Plan Year allocated to a Participant's account in any and/or all Defined Contribution Plans.

19.7. Code. The Internal Revenue Code of 1986, as amended from time to time.

19.8. Committee. The Thrift Plan Committee created under Section 13.1, and the named fiduciary with respect to the administration of the Plan.

19.9. Company. Vistra Operations Company LLC, or its successor.

19.10. Crius 401(k) Plan. The Crius 401(k) Plan, as amended and restated effective as of January 1, 2018, and as amended thereafter. The Crius 401(k) Plan was merged with and into the Plan effective as of January 1, 2020. See Section 17.2.

19.11. Crius 401(k) Plan Merger Date. The term Crius Plan Merger Date has the meaning set forth in Section 17.2(a).

19.12. Dynegy 401(k) Plan. The Dynegy 401(k) Plan, as amended and restated effective as of January 1, 2013, and as amended thereafter. The Dynegy 401(k) Plan was merged with and into the Plan effective as of January 1, 2019. See Section 17.1.

19.13. Dynegy 401(k) Plan Merger Date. The term Dynegy 401(k) Plan Merger Date has the meaning set forth in Section 17.1(a).

19.14. Dynegy Represented Employee. The term Dynegy Represented Employee has the meaning set forth in Section 5.1(c).

19.15. Effective Date. The date the Plan, as amended hereby, becomes operative in accordance with Article XVII. Except as otherwise provided herein, the effective date of this Plan restatement is January 1,2025.

19.16. Elective Deferral. The amount contributed to the Plan by an Employee as pre-tax contributions through salary reduction in accordance with Section 4.1 whether by deemed election or affirmative election.

19.17. Employee. Any person who is characterized in the internal records of an Employer as an employee of an Employer (including officers, but not including directors unless they are also officers or other Employees of the Employer), and who is on the payroll of, and receives a regular stated salary or wage from, the Employer, including an individual who is receiving differential wage payments from an Employer while in Qualified Military Service, other than a pension, severance pay, retainer or fee under contract. Notwithstanding, and without in any way limiting, the foregoing, Employee shall not include any of the following individuals, all of whom shall not be deemed to be eligible hereunder: (i) a nonresident alien employee who receives no earned

United States sourced income, (ii) a Leased Employee, (iii) any individual who is treated by, or characterized in the internal records of, an Employer as an independent contractor, loaned employee, staff augmentation personnel, scope of work contractor, or seconded employee, regardless of any determination by the Internal Revenue Service, other governmental agency, or a court or other tribunal, that any such individual is, or was, a common law employee of an Employer for any period of time, of (iv) any individual who is treated by, or characterized in the internal records of, an Employer as a temporary employee (such as a summer intern) or who performs services for an Employer under a special contractual arrangement (such as a support personnel group contract employee) pursuant to which such individual will not attain a Year of Service.

19.18. Employee Savings. The amount contributed to the Plan by an Employee through payroll deduction or salary reduction in accordance with the provisions of Article IV which includes Elective Deferrals, After-tax Employee Savings, and Roth Contributions.

19.19. Employer. The Company or any Affiliated Entity participating in the Plan as provided in Article XVI.

19.20. Employer Contributions. The amount contributed by Employers as Employer Matching Contributions and Supplemental Matching Contributions, as well as any other contribution made by the Participating Employers. Except for Employer Matching Contributions, no Employer Contributions shall be considered earned or accrued hereunder until the last day of the Plan Year.

19.21. Employer Matching Contribution. An Employer Contribution made to the Plan on behalf of a Participant on account of the Employee Savings contribution made by a Participant under the Plan in accordance with Section 5.1.

19.22. Energy Harbor 40(k) Plan. The Energy Harbor 401(k) & Retirement Contribution Plan, as amended and restated effective as of January 1, 2022, and as amended thereafter. The Energy Harbor 401(k) Plan was merged with and into the Plan effective as of January 1, 2025. See Section 17.4.

19.23. Energy Harbor 401(k) Plan Merger Date. The term Energy Harbor 401(k) Plan Merger Date has the meaning set forth in Section 17.4(a).

(a) Energy Harbor Represented Employee. A Participant who is covered under a collective bargaining agreement which, immediately prior to the Energy Harbor 401(k) Plan

Merger Date, covered individuals who were participants in the Energy Harbor 401(k) Plan, and which continues to cover individuals who are Participants under this Plan as of the particular date at issue.

19.24.

19.25. Excess Contributions. The amount of Matching Contributions and Employee Savings and income thereon in excess of the maximum permissible amounts allowed Highly Compensated Employees under the actual contribution percentage test of Code section 401(m) and/or the actual deferral percentage test of Code section 401(k), or any successor statutory provisions, and determined based upon Salary or Wages or, if authorized by the Committee, upon compensation as defined in Code section 414(s), or any successor statutory provision for the Plan Year. Code sections 401(k)(3) and 401(m)(2) are incorporated herein by reference. In determining Excess Contributions, the Matching Contributions, Supplemental Matching Contributions, and Employee Savings of Highly Compensated Employees for the Plan Year will be compared to the Matching Contributions, Supplemental Matching Contributions, and Employee Savings of Employees who are not Highly Compensated Employees for the current Plan Year. All eligible Employees shall be included in administering these tests and only Employee Savings allocated for a Plan Year shall be taken into account under the tests for such Plan Year. The Excess Contributions of the Highly Compensated Employee with the highest Matching Contributions or Employee Savings, as the case may be, shall be reduced by the lesser of (a) the amount required to eliminate all such Excess Contributions, or (b) the amount required to cause the amount of such Highly Compensated Employee's Matching Contributions, Supplemental Matching Contributions, or Employee Savings, as the case may be, to equal that of the Highly Compensated Employee with the next highest amount. This leveling process shall be repeated until all Excess Contributions have been eliminated. The Excess Contributions will be reduced by Excess Contributions previously distributed in the taxable year ending in the same Plan Year and after determining recharacterized Elective Deferrals. Any reduction of amounts contributed to the Plan as Elective Deferrals and Roth Contributions that is necessary to eliminate any Excess Contributions shall be taken pro rata from such amounts.

19.26. Highly Compensated Employee. An Employee who: (i) (A) during the preceding Plan Year was at any time a five-percent owner as determined in accordance with Code section 416(i)(1)(A)

or a successor Code provision; or (B) for the preceding Plan Year received compensation from his/her Employer in excess of $160,000 (for the 2025 Plan Year beginning in 2015, as adjusted in accordance with Internal Revenue Service regulations or other guidance.

19.27. Leased Employee. A person who is not an Employee of an Employer but who provides services to an Employer and such services are provided pursuant to an agreement between the Employer and any other person, on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction and control of the Employer. For purposes of this Plan, Leased Employee shall also include a person who is treated by an Employer as a Leased Employee, loaned employee, staff augmentation personnel or scope of work contractor, or who otherwise provides services for an Employer pursuant to a special contractual arrangement with a third party, regardless of any determination by the Internal Revenue Service, other governmental agency, or a court or other tribunal, that any such individual is, or was, a common law employee of an Employer for any period of time.

19.28. Non-Highly Compensated Employee. An Employee who is not a Highly Compensated Employee, as defined herein.

19.29. Normal Retirement Age. Age sixty-five (65).

19.30. Participant. An Employee who is an eligible Employee, or an individual who has an Account under the Plan.

19.31. Participating Employer. An Affiliated Entity that has been approved to participate in the Plan as set forth in Article XVI.

19.32. Plan. The Vistra Energy Thrift Plan, as set forth herein or as hereafter amended.

19.33. Plan Administrator. The Committee or its designees.

19.34. Plan Year. January 1 to December 31.

19.35. Predecessor Employer. Any corporation, individual, partnership, municipality or other entity which owned and/or operated properties which have been acquired by an Employer; provided that the particular Employee was continuously employed and in connection with the properties so acquired during the years of service for which he/she is credited.

19.36. Profit Sharing Contribution. Discretionary contributions which may be made by Employers on behalf of eligible Participants pursuant to the provisions of Section 5.2.

19.37. Qualified Military Service. Service in the uniformed services (as defined in chapter 43 of title 38, United States Code) by any individual if such individual has reemployment rights under such chapter with respect to such service.

19.38. Required Beginning Date. April 1 following the later of the calendar year in which the Participant attains age 72 (age 70½ for Participants born before July 1, 1949) or the calendar year in which the Participant retires or, with respect to a Participant who owns five percent (5%) or more of the outstanding capital stock of the Company, April 1 following the calendar year in which the Participant attains age 72 (age 70½ for Participants born before July 1, 1949).

19.39. Rollover Contributions. Rollover amounts contributed to the Plan in accordance with Section 4.5.

19.40. Roth Contributions. Amounts contributed to the Plan as Employee Savings under Section 4.1(d) of the Plan.

19.41. Salary or Wages. The normal base pay earnings of an Employee exclusive of overtime or any other special form of compensation and amounts deferred to a nonqualified Plan of an Employer, but inclusive of: (i) any amount which is contributed by a Participating Employer on behalf of a Participant and which is not includable in the gross income of the Participant by reason of Code sections 125 or 132(f); (ii) any elective deferral (as defined in Code section 402(g)(3), (iii) any differential pay that is paid to any Employee on military leave; and (iv) any payments to a Participant that are required to be treated as Salary or Wages pursuant to the terms of a collective bargaining agreement to which an Employer is subject and under which such Participant is covered. Notwithstanding the foregoing, with respect to participants who are scheduled to work a 12-hour shift, Salary or Wages shall include the amount of the Participant's straight time hourly rate for up to four (4) hours of regularly scheduled overtime worked in any workweek in which such Participant is regularly scheduled to work forty-eight (48) hours. See Appendix A for special definitions of Salary or Wages applicable to certain groups of former Dynegy 401(k) Plan participants.

Salary or Wages shall not exceed the amount established under Code section 401(a)(17) (i.e., $350,000 for 2025), as adjusted for cost-of-living increases under applicable provisions of the law and regulations. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

19.42. Supplemental Matching Contributions. Contributions previously made as a result of the allocation of excess shares of employer stock, for the 2006 Plan Year only.

19.43. Traditional Retirement Plan Formula. The traditional retirement plan formula of the Vistra Energy Retirement Plan.

19.44. Trust Agreement. The Agreement between the Company and the Trustee entered into in accordance with the provisions of Section 13.7.

19.45. Trustee. The bank or trust company which has been appointed Trustee of the Plan by the Thrift Committee as provided in Section 13.7.

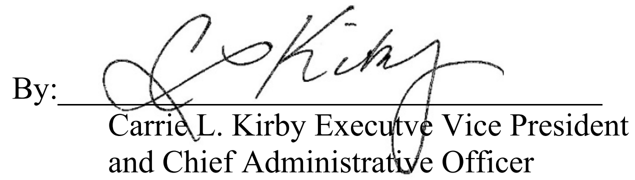
19.46. Vistra Energy Retirement Plan. The Vistra Energy Retirement Plan, a defined benefit employee benefit pension plan sponsored by the Company, as such plan may be amended from time to time.

19.47. Year of Service. The initial 12 consecutive month period starting on the date on which an Employee first performs an hour of service, and thereafter each Plan Year commencing with the Plan Year that includes the first anniversary of such date, in which an Employee is credited with one thousand (1,000) or more hours of service. For this purpose, an 'hour of service' shall be defined and applied in accordance with Department of Labor Regulations sections 2530.200b-2 and 2530.200b-3, which are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

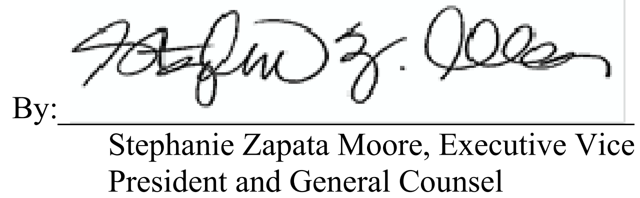
EXECUTED the 21st day of December, to be effective as of the 1st day of January, 2025.

VISTRA OPERATIONS COMPANY LLC



By:______________________________

Carrie L. Kirby Executve Vice President
and Chief Administrative Officer



By:______________________________

Stephanie Zapata Moore, Executive Vice
President and General Counsel

APPENDIX A

BENEFITS, RIGHTS AND FEATURES
FROM
DYNEGY 401(k) PLAN

APPENDIX A-1

Special Provisions for Dynegy 401(k) Plan Participants

The special provisions in this Appendix A-1 shall apply to individuals who were former participants in the Dynegy 401(k) Plan ("Dynegy 401(k) Plan Participants").

1. **In-Service Withdrawals**. In addition to the in-service partial and total withdrawals available under Articles IX and X of the Plan, Dynegy 401(k) Plan Participants shall have the following in-service withdrawal opportunities with respect to his/her Employer Matching Contributions Account in effect prior to the Dynegy Plan Merger Date:

(a) The Participant may withdraw any or all amounts of his/her Class Settlement Account or Fund Settlement Account at any time.

(b) A Participant who has attained age 59½ may withdraw from his/her Accounts, on a pro rata basis (including his/her Roth Account), an amount not exceeding the then aggregate value of such Accounts. If a Participant has a Roth Account, the Participant must direct the Plan Administrator as to how much (if any) shall be withdrawn from the Roth Account.

2. **Dynegy Represented Employee Matching Formula**. The Employer Matching Contribution formula for Dynegy Represented Employees shall be the formula set forth in Section 5.1(c) of the Plan, except as otherwise provided in Appendix A or in an applicable collective bargaining agreement.

APPENDIX A-2

Special Provisions for DMG Union Plan Participants

The special provisions in this Appendix A-2 shall only apply to (i) individuals who were formerly Participants in the Dynegy Midwest Generation, LLC 401(k) Plan (the "DMG Union Plan"), and (ii) any eligible Employees who are or were members of IBEW Local 51 who were covered under the DMG Union Plan or the Dynegy 401(k) Plan, or who become Participants in the Plan ("DMG Union Participants"). For purposes of this Appendix, capitalized terms shall have the meanings set forth in the Plan, unless otherwise defined below.

1. **Employer Matching Contributions**. The following provisions shall apply to the DMG Union Employees in lieu of Sections 5.1(a) and 5.1(b) of the Plan:

(a) For each payroll period, the Employer shall contribute to the Trust, as Employer Matching Contributions, an amount that equals 100% of the Salary or Wages that were contributed on behalf of each of the Participants during such payroll period and that were not in excess of 5% of each such Participant's Salary or Wages for such payroll period.

(b) In addition to the Employer Matching Contributions made pursuant to Paragraph (a) above, for each Plan Year the Employer shall contribute to the Trust, as Employer Matching Contributions, an amount equal to the difference, if any, between (i) 100% of the Salary or Wages that were contributed on behalf of each of the Eligible Participants during such Plan Year, and that were not in excess of 5% of each such Eligible Participant's Salary or Wages for such Plan Year, and (ii) the Employer Matching Contributions made pursuant to Paragraph (a) above for each such Eligible Participant for such Plan Year. For purposes of this Paragraph, the term "Eligible Participant" shall mean each DMG Union Participant who was an Eligible Employee on the last day of the applicable Plan Year.

2. **In-Service Withdrawals**. In addition to the in-service partial and total withdrawals available under Article IX and X of the Plan, the DMG Union Participants shall have the following additional in-service withdrawal opportunities with respect to amounts contributed to his/her Employer Contribution Account during any period such individual is a union employee of Dynegy Midwest Generation, LLC. For purposes of this Appendix A-2, the term "Employer Contribution Account" shall mean, as applicable to a DMG Union Participant, the aggregate of his/her Employer Matching Contributions, Employer Discretionary Contributions, Employer Discretionary Qualified Matching Contributions, Incentive Contributions, Dow ESOP Contributions, TRASOP Employer Contributions and Prior Plan Contributions (all as defined in the Dynegy 401(k) Plan.

(a) The Participant may withdraw from his Employer Contribution Account any or all amounts held in such Account that have been so held for twenty-four (24) months

or more (other than amounts held in his/her Incentive Contribution Subaccount (as defined in the Dynegy 401(k) Plan).

(b) If the Participant has completed at least sixty (60) cumulative months of participation in the Plan, he/she may withdraw from his/her Employer Contribution Account any or all amounts held in such Account (other than amounts held in his/her Incentive Contribution Subaccount).

(c) Notwithstanding the above, a Participant may withdraw any TRASOP Employer Contribution (as defined in the Dynegy 401(k) Plan) in his/her Employer Contribution Account at any time.

3. **ESOP Provisions**. Prior to April 12, 2012, the DMG Union Plan was designed to qualify as an employee stock ownership plan under Section 4975(e)(7) of the Code (an "ESOP"). In a series of three transactions effective on March 14 and 15 of 2012, all shares of Dynegy, Inc. common stock, $0.01 par value ("Dynegy Stock") in the DMG Union Plan and the Dynegy 401(k) Plan were sold. No portion of the Plan's assets are invested in company stock, company stock has been eliminated as an investment option under the Plan and the Plan is no longer intended to qualify as an ESOP. During the twenty-four (24) months prior to the sale of company stock under the DMG Union Plan or the Dynegy 401(k) Plan, the Dynegy Stock was readily tradable and listed on the New York Stock Exchange, and as such, there are no existing benefits, rights and features, as those terms are used under Section 411(d)(6) of the Code, related to the ESOP that must be retained under the Plan. If any benefit, right or feature is found to exist related to a Participant's accrued benefit under the prior ESOP provisions of the DMG Union Plan, and solely to the extent necessary to permit the Plan to comply with the requirements of Section 411(d)(6) of the Code, the relevant ESOP-related provisions of the DMG Union Plan shall be incorporated into the Plan.

APPENDIX A-3

Special Provisions for Prior Dynegy Plan Participants

The special provisions in this Appendix A-3 shall only apply to individuals who were eligible participants in the Dynegy Inc. 401(k) Savings Plan (the "Prior Dynegy Plan") prior to its merger with and into the Dynegy 401(k) Plan on April 12, 2012. For purposes of this Appendix, capitalized terms shall have the meanings set forth in the Plan, unless otherwise defined below.

1. **Special Withdrawal Rights for Dow ESOP Contributions**. A Participant may withdraw all or part of his Dow ESOP Contribution Account (as defined in the Dynegy 401(k) Plan).

APPENDIX A-4

Special Provisions for Participants Covered by the Plan before the Plan Merger Date

The special provisions in this Appendix A-4 shall only apply to Participants with account balances in the Dynegy 401(k) Plan prior to April 12, 2012. To the extent such Participants also had an account balance in the Dynegy Midwest Generation, Inc. Savings Incentive Plan or the Dynegy Inc. 401(k) Savings Plan prior to April 12, 2012, Appendices A-2 or A-3 shall apply to such amounts, as applicable. For purposes of this Appendix, capitalized terms shall have the meanings set forth in the Plan, unless otherwise defined below.

2. **In-Service Withdrawals**. In addition to the in-service total and partial withdrawals available under Articles IX and X of the Plan, a non-union Participant who participated in the Dynegy 401(k) Plan prior to April 12, 2012, shall also have the following in-service withdrawal opportunities with respect to the assets in his/her Employer Contribution Account (as defined in the Dynegy 401(k) Plan which were transferred to, and merged with, the Plan effective as of the Dynegy Plan Merger Date. For avoidance of doubt, the following in-service withdrawal provisions shall not apply to contributions made after the Dynegy Plan Merger Date:

(a) A Participant may withdraw from his/her Employer Contribution Account any or all amounts held in such Account that have been so held for twenty-four (24) months or more (other than amounts held in his/her Incentive Contribution Account (as defined in the Dynegy 401(k) Plan).

(b) A Participant who has completed at least sixty (60) cumulative months of participation in the Plan may withdraw from his Employer Contribution Account any or all amounts held in such Account (other than amounts held in his Incentive Contribution Subaccount).

(c) Notwithstanding the above, a Participant may withdraw any TRASOP Employer Contributions (as defined in the Dynegy 401(k) Plan) in his Employer Contribution Account at any time.

3. **ESOP Provisions**. Prior to April 12, 2012, the Dynegy 401(k) Plan was designed to qualify as an employee stock ownership plan under Section 4975(e)(7) of the Code (an “ESOP”). In a series of three transactions effective March 14 and 15 of 2012 all shares of Dynegy, Inc. common stock, $0.01 par value, (“Dynegy Stock”) in the Dynegy 401(k) Plan were sold. As of April 12, 2012, no portion of the Plan’s assets were invested in Dynegy Stock. Dynegy Stock has been eliminated as an investment option under the Dynegy 401(k) Plan and the Dynegy 401(k) Plan was no longer intended to qualify as an ESOP. During the twenty-four (24) months prior to the sale of Dynegy Stock under the Dynegy 401(k) Plan, the Dynegy Stock was readily tradable and listed on the New York Stock Exchange, and as such, there are no existing benefits, rights and features, as those terms are used under Section 411(d)(6) of the Code, related to the ESOP that must be

retained under the Plan. If any benefit, right or feature is found to exist related to a Participant's accrued benefit under the prior ESOP provisions of the Plan, and solely to the extent necessary to permit the Plan to comply with the requirements of Section 411(d)(6) of the Code, the pertinent ESOP-related provisions of the Dynegy 401(k) Plan, or its predecessors, shall be incorporated into the Plan.

APPENDIX A-5

Special Provisions for Ameren Transferred Company Employees

The special provisions in this Appendix A-5 shall apply to: (i) individuals who became participants under the Dynegy 401(k) Plan in connection with the consummation of the transactions contemplated by the Transaction Agreement by and between Ameren Corporation and Illinois Power Holdings, LLC, Dated as of March 14, 2013 (the "Transaction Agreement" and the "Transferred Ameren Employees"); and (ii) individuals who become participants under the Dynegy 401(k) Plan or the Plan on or after December 2, 2013, and are members of Local 51 (IPH), Local 148 (Coffeen), and Local 702 (Newton) to the extent required by their respective collective bargaining agreements.

For purposes of this Appendix A-4, "Transferred Ameren Employees" include certain individuals who worked for Ameren Corporation in Salaried positions ("Non-Union Transferred Company Employees") or in hourly, union positions (i.e., members of Local 51 (IPH), Local 148 (Coffeen), and Local 702 (Newton)) (collectively referred to herein as "Union Transferred Company Employees") prior to December 2, 2013. References contained in this Appendix A-4 to collectively refer to those union employees hired before or on or after December 2, 2013, shall be referred to as "Union Transferred Company Employees."

This Appendix A-5 shall not apply to individuals who worked for Electric Energy, Inc. ("EEI") in salaried positions or in hourly, union positions (i.e., members of Local 148 (Joppa)) prior to December 2, 2012, or who are hired on or after such date. See Appendix A-6 for such provisions.

1. Age 59 1/2 Withdrawals. In accordance with rules and procedures established by the Committee, a Participant in the employment of the Employer may withdraw all or any part of his or her Before-Tax Account and all or any part of the vested portion of his or her Employer Matching Contribution Account if the Participant has attained age 59 1/2.

2. Disability Withdrawals. A Participant who incurs a total and permanent disability will be permitted to withdraw amounts from his or her accounts. Disability occurs if he or she qualifies for permanent and total disability benefits under a long-term disability plan in which he or she is a participant which is maintained by the Employer. The Participant will be considered to be totally and permanently disabled as long as he or she continues to receive benefits under such disability plan.

3. Forms of Distribution. Section 11.1 of the Plan shall not apply to a Union Transferred Ameren Employee who is (i) a member of (or was a member of) Local 148 (Coffeen) and had an account balance in the Ameren Corporation Employee Long-Term Savings Plan – IUOE No. 148 on March 14, 2005; or (ii) a member of (or was a member of) Local 702 (Newton) and had an account balance in the Ameren Corporation Employee Long-Term Savings Plan – IBEW No. 702 on January 31, 2008. In lieu of such provisions, the following provisions shall apply to such Participants:

A Participant may elect to have his/her Account paid either by:

(a) One lump sum payment on the benefit commencement date. The Participant's benefit shall be paid to the Participant unless the Participant has died prior to his benefit commencement date, in which case the Participant's benefit shall be paid to his designated beneficiary designated in accordance with the provisions of Section 12.1 of the Plan; or

(b) In substantially equal annual payments over a period of time not to exceed the life expectancy of the Participant, beginning on the benefit commencement date. In the event a Participant elects this optional form of benefit payment and dies before the entire amount in his or her Account has been distributed, distribution will continue to be made to such Participant's surviving spouse, if any, or designated beneficiary, if designated pursuant to Plan terms, unless such Participant's surviving spouse or beneficiary elects to receive such remaining amounts in a lump sum. This option is only available if (i) termination was due to retirement on or after age 55, death or disability; (ii) the aggregate value of the Participant's Account is more than $1,000; and (iii) distribution commences prior to the Participant's requirement beginning date.

APPENDIX A-6

Special Provisions for EEI Employees

The special provisions in this Appendix A-6 shall only apply to employees who work for Electric Energy, Inc. ("EEI") in salaried positions ("Non-union EEI Employees") or hourly, union positions ("Union EEI Employees") (together, the "EEI Employees").

For purposes of this Appendix A-6, capitalized terms shall have the meaning set forth in the Plan, unless otherwise defined below.

1. In-Service Withdrawals. Union EEI Employees shall be limited to one in-service withdrawal per year for each contribution type under the Plan. Notwithstanding the foregoing, Union EEI Employees shall not be permitted to take an in-service withdrawal of Employer Matching Contributions.

2. Forms of Distribution. Section 11.1 of the Plan shall not apply to Union EEI Employees. In lieu thereof, the following distribution provisions shall apply to Union EEI Employees:

A Participant's benefit shall be provided from the balance of such Participant's account under the Plan and the Participant can elect to have such balance paid in:

(a) one lump sum payment on the benefit commencement date;

(b) installment payments made in monthly, quarterly, semi-annual, annual or other installments over a fixed reasonable period of time, not exceeding the life expectance of the Participant, or the joint life and last survivor expectancy of the Participant and his or her designated beneficiary. A Participant or designated beneficiary receiving an installment distribution may, at any time, elect to accelerate the payment of all, or any portion, of the Participant's unpaid vested account balance.

(c) ad-hoc distribution in which the Participant or designated beneficiary may elect distribution of all or any part of his or her account or of specified accounts under the Plan; or

(d) annuity (immediate life only annuity, immediate life annuity with a period certain, immediate joint and survivor life annuity, immediate joint and survivor life annuity with a period certain, and immediate period certain only annuity).

The Participant's benefit shall be paid to the Participant unless the Participant has died prior to his Benefit Commencement Date, in which case the Participant's benefit shall be paid to his designated beneficiary designated in accordance with the provisions of Section 12.1 of the Plan.

APPENDIX A-7

Special Provisions for Equipower/Brayton

The special provisions in this Appendix A-7 shall only apply to:

(a) Salaried employees ("Non-union Equipower Employees") who previously worked for EquiPower Resources Corp., Kincaid Energy Services Company, LLC, and Brayton Point Energy, LLC (together, "Equipower") prior to April 1, 2015; and

(b) Hourly, union employees ("Union Equipower Employees") who (i) previously worked for Equipower prior to April 1, 2015; or (ii) as of April 1, 2015 or later, work in an hourly, union position at the Kincaid plant.

(The employees described in (a) and (b) collectively, the "Equipower Employees.")

For purposes of this Appendix A-7, capitalized terms shall have the meaning set forth in the Plan, unless otherwise defined below.

1. Eligible Earnings. For purposes of determining contribution and benefits under the Plan, the following provisions shall apply to Eligible Employees who are members of Local 15 only in lieu of any other provisions of the Plan:

> Salary or Wages: For purposes of contributions and benefits hereunder, Salary or Wages shall mean wages as defined under Section 3401(a) of the Code. Salary or Wages shall include a Participant's salary deferrals and fringe benefits (i.e., amounts which are not includible in the gross income of the Participant under Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(2)(B), 403(b), or 457(b)) and post-severance compensation. Notwithstanding the foregoing, Salary or Wages shall not include: (i) reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits, and (ii) Salary or Wages paid during the Plan Year while not a Participant in the component of the Plan for which Salary or Wages is being used.

2. Employer Matching Contributions. The following provisions shall apply to Eligible Employees who are members of Local 15 only in lieu of the provisions of Section 5.1 of the Plan:

> Employer Matching Contributions. The Employer shall contribute to the Trust, as Employer Matching Contributions, an amount that equals the sum of (i) 100% of the Before-Tax, Roth, and Catch-up Contributions during a Plan Year and that were not in excess of 3% of each such Participant's Compensation for such Plan Year; and (ii) 50% of the Before-Tax, Roth, and Catch-up Contributions during a Plan

Year that were in excess of 3% but not in excess of 6% of each such Participant's Compensation for such Plan Year.

3. <u>Additional Contribution for Kincaid Eligible Employees</u>. Solely with respect to an Eligible Employee who is a member of Local 15, the Employer shall make an additional Nonelective Employer Contribution of five percent (5%) of such Eligible Employee's base wages, overtime pay, premium pay and incentive pay. This contribution shall be allocated by March 31 of the year following each Plan Year. The contributions shall be subject to three (3) year cliff vesting.

APPENDIX B

BENEFITS, RIGHTS AND FEATURES
FROM
ENERGY HARBOR 401(k) PLAN

1. **Applicability; Definition of Energy Harbor Represented Employees**. Except for Sections 6 and 7 below, which shall apply to all former Energy Harbor 401(k) Plan Participants, the provisions of this Appendix B shall apply only to employees covered under collective bargaining agreements between Energy Harbor and the following unions: (i) IBEW Local 29 – Beaver Valley; (ii) UWUA Local 270 – Perry; UWUA Local 270 Tech – Perry; (iii) IBEW Local 1413 Davis-Besse; (iv) OPEIU Local 792 – Davis-Besse; and IBEW Local 245 – Davis-Besse (for purposes of this Appendix B, the "Energy Harbor Represented Employees").

2. **Salary or Wages**. Unless and until negotiated otherwise under the applicable collective bargaining agreement, Salary or Wages shall, for Energy Harbor Represented Employees, mean eligible compensation under the Energy Harbor 401(k) Plan as in effect immediately before the Energy Harbor 401(k) Plan Merger Date. For employees within UWUA Local 270 Tech Perry who are hired on or after October 4, 2024, Salary or Wages shall have the meaning set forth in Article 19 of the Plan.

3. **Non-Elective Employer Contributions for Energy Harbor Represented Employees**. Unless and until negotiated otherwise under the applicable collective bargaining agreement, the Company shall, for each Plan Year, make a Non-Elective Employer Contribution ("NEC") on behalf of each Energy Harbor Represented Employee who is employed by a Participating Employer on the last day of the applicable Plan Year. The amount of the NEC for each Energy Harbor Represented Employee shall be determined by the formula set forth below:

- 4% of the Energy Harbor Represented Employee's Eligible Compensation (as defined below) for Energy Harbor Represented Employees whose attained age, excluding partial years, credited on the last day of the applicable Plan Year plus length of service based on the last date of hire on record, excluding partial years, credited on the last day of the Plan Year total less than 40.

- 5% of the Energy Harbor Represented Employee's Eligible Compensation (as defined below) for Energy Harbor Represented Employees whose attained age, excluding partial years, credited on the last day of the applicable Plan Year plus length of service based on the last date of hire on record, excluding partial years, credited on the last day of the Plan Year total 40-49.

- 6% of the Energy Harbor Represented Employee's Eligible Compensation (as defined below) for Energy Harbor Represented Employees whose attained age, excluding partial years, credited on the last day of the applicable Plan Year plus length of service based on the last date of hire on record, excluding partial years, credited on the last day of the Plan Year total 50-59.

- 7% of the Energy Harbor Represented Employee's Eligible Compensation (as defined below) for Energy Harbor Represented Employees whose attained age, excluding partial years, credited on the last day of the applicable Plan Year plus length of service based on the last date of hire on record, excluding partial years, credited on the last day of the Plan Year total 60-69.

- 8% of the Energy Harbor Represented Employee's Eligible Compensation (as defined below) for Energy Harbor Employees whose attained age, excluding partial years, credited on the last day of the applicable Plan Year plus length of service based on the last date of hire on record, excluding partial years, credited on the last day of the Plan Year total 70-79.

- 9% of the Energy Harbor Represented Employee's Eligible Compensation (as defined below) for Energy Harbor Represented Employees whose attained age, excluding partial years, credited on the last day of the applicable Plan Year plus length of service based on the last date of hire on record, excluding partial years, credited on the last day of the Plan Year total 80 or more.

For purposes of determining the amount of the NEC for each Energy Harbor Represented Employee, Eligible Compensation shall mean eligible Compensation as defined under the Energy Harbor 401(k) Plan as in effect immediately prior to the Energy Harbor 401(k) Plan Merger Effective Date, except as otherwise provided in the applicable collective bargaining agreement.

In the event that a collective bargaining agreement is amended or extended or renewed, or a new collective bargaining agreement is entered into for a particular group of Energy Harbor Represented Employees, in any case in a manner that eliminates or modifies the NEC for such group, the Plan shall be amended to incorporate such elimination or modification.

4. **Matching Contribution Formula for Energy Harbor Represented Employees**. Except as set forth below, the Employer Matching Contribution formula for Energy Harbor Represented Employees shall be the formula set forth in Section 5.1(d) of the Plan. Notwithstanding the foregoing, the Employer Matching Contribution formula for employees within UWUA Local 270 Tech Perry who are hired on or after October 4, 2024, shall be in an amount equal to 100% of the first 6% of each Participant's Salary or Wages contributed to the Plan as Employee Savings.

5. **Health Care Contributions**. Unless and until negotiated otherwise under the applicable collective bargaining agreement, the Company shall, for each Plan Year, make a contribution on behalf of each Energy Harbor Represented Employee who

participates in a high-deductible health plan with HSA option under the Vistra Employee Health and Welfare Benefit Plan (the "Welfare Plan"). The amount of such contribution shall be $500 for each Energy Harbor Represented Employee who has "employee only" coverage under the Welfare Plan, and $1,000 for each Energy Harbor Represented Employee who has coverage under any other coverage tier under the Welfare Plan.

6. **In-Service Withdrawals**. In addition to the in-service total and partial withdrawals available under Articles IX and X of the Plan, a Participant who participated in the Energy Harbor 401(k) Plan shall also have the following in-service withdrawal opportunities with respect to the assets in his/her Account which were transferred to, and merged with, the Plan effective as of the Energy Harbor 401(k) Plan Merger Date. For avoidance of doubt, the following in-service withdrawal provisions shall not apply to contributions made after the Energy Harbor 401(k) Plan Merger Date:

(a) Former participant in the Energy Harbor 401(k) Plan who incur a Disability may at any time, prior to termination of employment, withdraw any part or all of their vested Account balance. For purposes of this provision, the term "Disability" shall mean that the individual has been determined by the insurance carrier or third-party administrator for the Company's long-term disability plan for purposes of receiving disability income benefits under such plan, or the individual has been determined by the U.S. Social Security Administration to be disabled for purposes of receiving Social Security disability benefits.

(b) Former participants in the Energy Harbor 401(k) Plan may withdraw PAYSOP Contributions (as defined in the Energy Harbor 401(k) Plan) that have been allocated to their Account for at least 84 months. If such a Participant chooses to take such a distribution, however, the Participant must take the entire Account balance attributable to PAYSOP Contributions (i.e., partial withdrawals of PAYSOP Contributions are not permitted).

7. **Additional Sources for Hardship Withdrawals**. In addition to the Account sources available for hardship withdrawals under Section 9.3 of the Plan (and the administrative procedures developed thereunder), former Energy Harbor 401(k) Plan Participants may take hardship withdrawals from the following Account sources (each as defined in the Energy Harbor 401(k) Plan:

- RIPC EE
- RIPC ER