

FARM CREDIT FOUNDATIONS
PRE-409A FROZEN
NONQUALIFIED DEFERRED COMPENSATION PLAN

(AMENDED THROUGH JANUARY 1, 2012)

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**FARM CREDIT FOUNDATIONS
PRE-409A FROZEN NONQUALIFIED DEFERRED COMPENSATION PLAN**

**PREAMBLE
INTRODUCTION TO THE PLAN**

The Farm Credit Foundations Pre-409A Frozen Nonqualified Deferred Compensation Plan (the “**Plan**”) is sponsored and maintained by the Participating Employers in this Plan for the benefit of their eligible employees. The Plan is intended to be an unfunded nonqualified deferred compensation plan for tax purposes and is not intended to meet the qualification requirements of Code § 401(a).

The Plan resulted from the merger of (a) the Ninth Farm Credit District Nonqualified Deferred Compensation Plan, (the “**Ninth District NQDC Plan**”), (b) the Farm Credit Consolidated Supplemental Retirement Savings Plan (the “**Consolidated Plan**”), and (c) the Harvest Benefit Restoration Provisions of the Ninth Farm Credit District Nonqualified Benefit Restoration Plan (the “**Harvest Plan Plus**”), which merger took place effective January 1, 2007. Upon the merger of the three plans, the name was changed to the Farm Credit Foundations Pre-409A Frozen Nonqualified Deferred Compensation Plan. The Plan is considered an amendment and restatement of the three plans.

The purpose of this Plan is to provide benefits to former participants in the Harvest Plan Plus, the Ninth District NQDC Plan, and the Consolidated Plan, which benefits were earned and vested under those plans prior to January 1, 2005. Participants in this Plan are not permitted to accrue additional benefits under this Plan, other than earnings on the amounts that were earned and vested prior to January 1, 2005.

The Ninth District Benefit Restoration Plan (the “**Benefit Restoration Plan**”) was established on July 1, 1996, by the Farm Credit Bank of Wichita (which later changed its name to U.S. AgBank, FCB). The Harvest Benefit Restoration Provisions of the Benefit Restoration Plan were frozen effective December 31, 2004. The Benefit Restoration Plan has been split, effective January 1, 2007, between this Plan, which plan includes the Harvest Plan Plus, and the U.S. AgBank District Pension Restoration Plan, which plan includes the pension restoration component of the Benefit Restoration Plan. Amounts that were earned and vested under the Harvest Plan Plus prior to January 1, 2005, (including earnings thereon) have been “grandfathered” under Code § 409A and have been transferred into the Harvest Plan Plus Accounts in this Plan. Amounts that were not earned and vested prior to January 1, 2005, (including earnings thereon) have been transferred into accounts in the Farm Credit Foundations NQDC Plan, effective January 1, 2007.

The Ninth District NQDC Plan was established on July 1, 1996, by the Farm Credit Bank of Wichita (which later changed its name to U.S. AgBank, FCB). The Ninth District NQDC Plan has been split, effective January 1, 2007, between this Plan and the Farm Credit Foundations Nonqualified Deferred Compensation Plan (the “**Farm Credit Foundations NQDC Plan**”). Amounts that were earned and vested under the Ninth District NQDC Plan prior to January 1, 2005, (including earnings thereon) have been “grandfathered” under Code § 409A and have been transferred into the Ninth District NQDC Accounts in this Plan. Amounts that were not earned and vested prior to January 1, 2005, (including earnings thereon) have been transferred into accounts in the Farm Credit Foundations NQDC Plan, effective January 1, 2007.

The Consolidated Plan resulted from an earlier merger of (a) the AgAmerica District Supplemental Executive Retirement Plan, (b) the AgAmerica District Benefit Restoration Plan, and (c) The Eleventh Farm Credit District Supplemental Retirement Savings Plan, which merger took place effective January 1, 2003. The Consolidated Plan has been split, effective January 1, 2007, between this Plan and the Farm Credit Foundations NQDC Plan. Amounts that were earned and vested under the Consolidated Plan prior to January 1, 2005, (including earnings thereon) have been “grandfathered” under Code § 409A and have been transferred into the Consolidated Accounts in this Plan. Amounts that were not earned and vested prior to January 1, 2005, (including earnings thereon) have been transferred into accounts in the Farm Credit Foundations NQDC Plan, effective January 1, 2007.

It is the intent of the Participating Employers in this merged, amended, and restated Plan that the provisions of the Harvest Plan Plus, the Ninth District NQDC Plan, and the Consolidated Plan not be “materially modified,” as that term is defined in Code § 409A and the IRS guidance thereunder, by the adoption of this Plan. Therefore, pursuant to the IRS Treasury guidance issued under Code § 409A, provisions of the Harvest Plan Plus, the Ninth District NQDC Plan, and the Consolidated Plan that were in effect as of October 3, 2004, have not been “materially modified” as to amounts that were earned and vested in those plans prior to January 1, 2005.

Participation in this Plan is limited to employers who are members of the federal Farm Credit System. The Farm Credit System is defined in the Farm Credit Act of 1971, as amended (12 U.S.C. § 2001 *et seq.*), to include “the Farm Credit Banks, the Federal land bank associations, the production credit associations, the banks for cooperatives, and such other institutions as may be made a part of the System, all of which shall be chartered by, and subject to, regulation by the Farm Credit Administration.” 12 U.S.C. § 2002(a).

Under the provisions of the Farm Credit Act of 1971, those Participating Employers that are Farm Credit Banks are defined and declared to be “instrumentalities of the United States.” 12 U.S.C. § 2011(a). Those Participating Employers that are Production Credit Associations and/or Federal Land Bank Associations are also defined and declared by statute to be “federally chartered instrumentalities of the United States.” 12 U.S.C. § 2071(a); 12 U.S.C. § 2091(a). Those Participating Employers that are Agricultural Credit Associations and Federal Land Credit Associations are defined and declared to be “instrumentalities of the United States” in the charters issued to them by the Farm Credit Administration. Therefore, the Plan is intended to be a “governmental plan” as that term is defined in Code § 414(d) and Section 3(32) of ERISA. As such, the Plan is not subject to the provisions of Title I of ERISA. ERISA § 4(b)(1).

Because of the close relationship that exists between the employers that participated in the Consolidated Plan, the Harvest Plan Plus, and the Ninth District NQDC Plan under the provisions of the Farm Credit Act of 1971 and the terms of their respective charters and because of their status as “instrumentalities of the United States,” those plans, consistent with prior historical practice, were each designed and intended to be a single employer plan. In order not to cause a “material modification” as to amounts that were earned and vested in those plans prior to January 1, 2005, the provisions of each of those plans, as set forth in this Plan, are each designed and intended to be a single employer plan.

As a result of the AgBank-CoBank Merger, U.S. AgBank, FCB ceased to be a Participating Employer in this Plan. Immediately upon the effective date of the AgBank-CoBank Merger, the benefits for the U.S. AgBank, FCB Participants and their Beneficiaries were transferred from this Plan to the CoBank Spinoff Plan. Following the AgBank-CoBank Merger and the spinoff of the CoBank Spinoff Plan from this Plan, in order not to cause a "material modification" as to amounts in this Plan and/or the CoBank Spinoff Plan, the Consolidated Plan, the Harvest Plan Plus, and the Ninth District NQDC Plan components of both this Plan and the CoBank Spinoff Plan continue to be treated as single employer plans, with CoBank part of the single employer group in the Harvest Plan Plus and Ninth District NQDC Plan components, due to CoBank's standing as a successor-in-interest to AgBank, notwithstanding the fact that (i) CoBank does not participate in this Plan and (ii) the Participating Employers in this Plan do not participate in the CoBank Spinoff Plan.

The effective date of the merged Plan, as amended and restated, is January 1, 2007. Thereafter, the Plan document has been amended by the replacement page method, in which pages affected by the amendment are replaced (or, if necessary, added or deleted), without re-execution of the Plan document.

ARTICLE I DEFINITIONS

Where the following words and phrases appear in this Plan, they shall have the respective meanings as set forth in this Article, unless the context clearly indicates otherwise. Where the defined meaning is intended, the term is capitalized.

Section 1.01 “**401(k) Plan**” means the Farm Credit Foundations Defined Contribution / 401(k) Plan, as amended from time to time, which plan resulted from the merger of the Farm Credit Consolidated Benefit Plan – 401(k) and Employer Contribution into the Ninth Farm Credit District 401(k) Thrift Plan, which merger took place effective January 1, 2007.

Section 1.02 “**Administrative Agreement**” means the Farm Credit Foundations Administrative Agreement Regarding Employee Benefit Plans, as amended from time to time. Prior to January 1, 2012, the Administrative Agreement was known as the Farm Credit System Administrative Agreement Regarding Employee Benefit Plans.

Section 1.03 “**AgBank-CoBank Merger**” means the merger of U.S. AgBank, FCB, and CoBank, ACB, pursuant to the Agreement and Plan of Merger By and Between U.S. AgBank, FCB and CoBank, ACB dated March 28, 2011, as amended.

Section 1.04 “**Beneficiary**” means a person designated by a Participant or by the Plan pursuant to Article VI.

Section 1.05 “**CoBank Spinoff Plan**” means the Former U.S. AgBank Employees’ Pre-409A Frozen Nonqualified Deferred Compensation Plan, which is sponsored by CoBank, ACB and was spun off from this Plan upon the effective date of the AgBank-CoBank Merger.

Section 1.06 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation that amends, supplements, or replaces such section or subsection.

Section 1.07 “**Consolidated Account**” means, for each Participant, the account established for the Participant’s benefit pursuant to Section 5.01.

Section 1.08 “**Consolidated Plan**” means the Farm Credit Consolidated Supplemental Retirement Savings Plan, originally effective January 1, 2003, and as amended through October 3, 2004.

Section 1.09 “**Employee**” means any employee of a Participating Employer.

Section 1.10 “**ERISA**” means the Employment Retirement Income Security Act of 1974, as amended from time to time. Reference to any section or subsection of ERISA includes reference to any comparable or succeeding provisions of any legislation that amends, supplements, or replaces such section or subsection.

Section 1.11 “Farm Credit Foundations NQDC Plan” means the Farm Credit Foundations Nonqualified Deferred Compensation Plan, originally effective January 1, 2007, and as amended from time to time, which plan is an amendment, restatement, and merger of the Ninth District NQDC Plan, the Consolidated Plan, and the AgHeritage Farm Credit Services Deferred Compensation Plan.

Section 1.12 “Former Consolidated Participant” means a Participant who participated in the Consolidated Plan prior to the Restated Effective Date.

Section 1.13 “Former HPP Participant” means a Participant who participated in the Harvest Plan Plus prior to the Restated Effective Date.

Section 1.14 “Former Ninth District NQDC Participant” means a Participant who participated in the Ninth District NQDC Plan prior to the Restated Effective Date.

Section 1.15 “Harvest Plan Plus” means the Harvest Benefit Restoration Provisions of the Ninth Farm Credit District Nonqualified Benefit Restoration Plan, originally effective July 1, 1996, and as amended through October 3, 2004.

Section 1.16 “Harvest Plan Plus Account” means, for each Participant, the Account established for the Participant’s benefit pursuant to Section 3.01.

Section 1.17 “Ninth District NQDC Account” means, for each Participant, the Account established for the Participant’s benefit pursuant to Section 4.01.

Section 1.18 “Ninth District NQDC Plan” means the Ninth Farm Credit District Nonqualified Deferred Compensation Plan, originally effective July 1, 1996, and as amended through October 3, 2004.

Section 1.19 “Participant” means a person who participates in this Plan pursuant to Article II.

Section 1.20 “Participating Employer” means a “Participating Employer,” as that term is defined in the Administrative Agreement, that has also executed a Participation Agreement in the Plan.

Section 1.21 “Plan” means the Farm Credit Foundations Pre-409A Frozen Nonqualified Deferred Compensation Plan, as set forth herein, together with any and all amendments and supplements thereto.

Section 1.22 “Plan Administrator” means the Farm Credit Foundations Trust Committee, as established by the Administrative Agreement.

Section 1.23 “Plan Sponsor Committee” means the Farm Credit Foundations Plan Sponsor Committee, as established by the Administrative Agreement.

Section 1.24 “Plan Year” means the fiscal year of the Plan, a twelve (12) consecutive month period ending every December 31.

Section 1.25 “**Restated Effective Date**” means January 1, 2007, the restated effective date of this Plan, which is a restatement, amendment, and merger of the Consolidated Plan, the Harvest Plan Plus, and the Ninth District NQDC Plan; provided, however, if this Plan is subsequently amended, such new or amended provisions shall be effective on a later date as provided in the Plan Sponsor Committee minutes adopting such new or amended provisions.

Section 1.26 “**Trust**” means the trust established by the Farm Credit Foundations Trust Agreement for Nonqualified Plans, which is established in connection with this Plan for the benefit of Participants herein.

Section 1.27 “**Valuation Date**” means the last day of each Plan Year, or such other date as the Plan Administrator deems necessary.

ARTICLE II PARTICIPATION

Section 2.01 Participation. Any person who participated in the Harvest Plan Plus, the Ninth District NQDC Plan, and/or the Consolidated Plan on December 31, 2004, shall become a Participant in this Plan on January 1, 2007. There shall be no other Participants in this Plan. Individuals participating in the CoBank Spinoff Plan shall no longer be eligible to participate in this Plan following the effective date of the AgBank-CoBank Merger.

Section 2.02 Continued Participation. A Participant shall continue to be a Participant so long as any amount remains credited to the Participant's Consolidated Account, Harvest Plan Plus Account, or Ninth District NQDC Account.

**ARTICLE III
HARVEST PLAN PLUS PROVISIONS**

This Article III sets forth provisions from the Harvest Plan Plus that were in effect on October 3, 2004, for purposes of “grandfathering,” under Code § 409A, the amounts in the Harvest Plan Plus that were earned and vested prior to January 1, 2005. No material modification under Code § 409A is intended as to such amounts.

Section 3.01 Establishment of Harvest Plan Plus Accounts. The Plan Administrator shall establish a Harvest Plan Plus Account for each Former HPP Participant that shall record the following:

- (A) The amount of the Participant’s account in the Harvest Plan Plus on December 31, 2006; provided, however, such amount shall only include amounts attributable to contributions (including earnings or losses thereon) that were earned and vested prior to January 1, 2005, which amounts are being “grandfathered” under Code § 409A through this Plan; and
- (B) Any adjustments for earnings, losses, and distributions pursuant to this Article.

The Plan Administrator may also establish such subaccounts as it deems to be necessary for the proper administration of the Plan.

Section 3.02 Investment of Harvest Plan Plus Accounts. A Participant may direct the investment of the amounts in his/her Harvest Plan Plus Account, subject to the following:

- (A) The investment alternatives that are made available to Participants shall be similar to the investment alternatives that are made available to participants in the 401(k) Plan; provided, however, that if a particular investment alternative is subject to restrictions that prevent it from being offered to participants in a nonqualified plan, the Plan Administrator may substitute a different investment alternative for the investment alternative that is not available.
- (B) If a Former HPP Participant is also a Former Ninth District NQDC Participant, the investment allocations, both for future contributions and existing balances, selected by the Participant for the Harvest Plan Plus Account must be the same as those selected by the Participant for his/her Ninth District NQDC Account.
- (C) Once invested in accordance with the investment allocations chosen by the Participant, the amounts in his/her Harvest Plan Plus Account will not be reallocated until such time as the Participant makes a valid election to reallocate the amount in his/her Harvest Plan Plus Account.

Section 3.03 Timing of Harvest Plan Plus Account Credits. Amounts credited to a Participant’s Harvest Plan Plus Account for any Plan Year pursuant to the terms of the Plan shall be credited as of the Valuation Date to the Participant’s Harvest Plan Plus Account.

Section 3.04 Vesting. A Participant shall be 100% vested and have a nonforfeitable interest in amounts credited to his/her Harvest Plan Plus Account pursuant to this Article.

Section 3.05 Timing and Manner of Distribution of Harvest Plan Plus Account Balance. All amounts credited to a Participant's Harvest Plan Plus Account under this Article shall be distributed to or with respect to the Participant only upon termination of the Participant's employment with the "Employer," as that term was defined in the Ninth Farm Credit District Benefit Restoration Plan on October 3, 2004, for any reason, including death. (U.S. AgBank, FCB was previously included in that definition of "Employer." As of the effective date of the AgBank-CoBank Merger, CoBank, ACB, as the successor-in-interest to U.S. AgBank, FCB, is now included in such definition of "Employer.")

- (A) If the total amount of a Participant's Harvest Plan Plus Account balance does not exceed \$25,000 on the date of termination of employment, such amount will be distributed in a lump sum as soon as administratively practicable, but no later than ninety (90) days, after the Participant's termination of employment.
- (B) If the total amount of a Participant's Harvest Plan Plus Account balance exceeds \$25,000 on the date of termination of employment, such amount will be distributed at the time and in the manner elected by the Participant, choosing from alternatives determined by the Plan Administrator and provided in the Election of Time and Manner of Distribution form.
 - (1) The distribution alternatives provided by the Plan Administrator shall include an option to receive the Participant's Harvest Plan Plus Account balance in substantially equal installments payable over a period not to exceed five (5) years. If the Participant's Harvest Plan Plus Account balance equals or exceeds \$250,000 on the date of termination of employment, the distribution alternatives provided by the Plan Administrator shall include an option to receive the Participant's Harvest Plan Plus Account balance in substantially equal annual installments payable over a period not to exceed ten (10) years.
 - (2) Any such election must have been made, in writing, upon initial enrollment in the Harvest Plan Plus. Election of the time and manner of distribution may be modified by subsequent writing submitted to the Plan Administrator. However, a modification of this election must be made at least thirty (30) days prior to the Participant's termination of employment.
 - (3) If an election as to time and manner of distribution is not timely made, the total amount of the Participant's Harvest Plan Plus Account shall be distributed in a lump sum as soon as administratively practicable, but no later than ninety (90) days, after the Participant's termination of employment.

- (4) For purposes of determining the distribution alternatives to which a Participant is entitled under this Section, but not for any other purpose, the Plan Administrator shall increase the amount of a Participant's Harvest Plan Plus Account balance by the following amounts:
- (a) The value (if any) of the Participant's Ninth District Pension Restoration Benefits under the Former Ninth and Eleventh District Employers Pension Restoration Plan (formerly named the "U.S. AgBank District Pension Restoration Plan"), valued as of the first administratively practicable date following the Participant's termination of employment;
 - (b) The amount (if any) of the Participant's Ninth District NQDC Account balance, as determined pursuant to Article IV; and
 - (c) The amount (if any) of the Participant's account balance in the Farm Credit Foundations NQDC Plan.

Section 3.06 Distribution in the Event of Participant Death. If a Participant dies and distribution under this Article had commenced prior to his/her death, distribution to the Participant's Beneficiary will be made in accordance with the manner of distribution in effect at the time of death. If the distribution has not already commenced, distribution shall be commenced in accordance with the election that is reflected on the distribution form as soon as administratively practicable, but no later than ninety (90) days, after the Participant's death.

Section 3.07 Hardship Distribution. In the event a Participant incurs an unforeseeable emergency, the Participant may make a written request to the Participating Employer that employs (or employed) him/her for a hardship withdrawal from his/her Harvest Plan Plus Account. An unforeseeable emergency is a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in Code § 152(a)) of the Participant, loss of the Participant's property due to casualty, or other extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals of amounts because of an unforeseeable emergency are only permitted to the extent reasonably needed to satisfy the emergency need. This section shall be interpreted in a manner consistent with Sections 1.457-2(h)(4) and 1.457-2(h)(5) of the Treasury Regulations. The foregoing provisions regarding hardship distribution shall not be construed as creating any obligation or duty on the part of a Participating Employer to authorize a hardship distribution for any Participant, Beneficiary or estate, under any circumstances whatsoever.

Section 3.08 Limit on Obligation of Participating Employers for Amounts in Harvest Plan Plus Accounts. A Participating Employer is only obligated for the amounts in a Participant's Harvest Plan Plus Account that are attributable to the Participant's employment with such Participating Employer.

**ARTICLE IV
NINTH DISTRICT NQDC PLAN PROVISIONS**

This Article IV sets forth provisions from the Ninth District NQDC Plan that were in effect on October 3, 2004, for purposes of “grandfathering,” under Code § 409A, the amounts in the Ninth District NQDC Plan that were earned and vested prior to January 1, 2005. No material modification under Code § 409A is intended as to such amounts.

Section 4.01 Establishment of Ninth District NQDC Accounts. The Plan Administrator shall establish a Ninth District NQDC Account for each Former Ninth District NQDC Participant that shall record the following:

- (A) The amount of the Participant’s account in the Ninth District NQDC Plan on December 31, 2006; provided, however, such amount shall only include amounts attributable to contributions (including earnings or losses thereon) that were earned and vested prior to January 1, 2005, which amounts are being “grandfathered” under Code § 409A through this Plan; and
- (B) Any adjustments for earnings, losses, and distributions pursuant to this Article.

The Plan Administrator may also establish such subaccounts as it deems to be necessary for the proper administration of the Plan.

Section 4.02 Investment of Ninth District NQDC Accounts. A Participant may direct the investment of the amounts in his/her Ninth District NQDC Account, subject to the following:

- (A) The investment alternatives that are made available to Participants shall be similar to the investment alternatives that are made available to participants in the 401(k) Plan; provided, however, that if a particular investment alternative is subject to restrictions that prevent it from being offered to participants in a nonqualified plan, the Plan Administrator may substitute a different investment alternative for the investment alternative that is not available.
- (B) The Participant may allocate the investment of such amounts without regard to the investment allocation selected by the Participant in the 401(k) Plan. Such allocations shall be made pursuant to the procedures established by the Plan Administrator.
- (C) If a Former Ninth District NQDC Participant is also a Former HPP Participant, the investment allocations selected by the Participant must be the same as those selected by the Participant for his/her Harvest Plan Plus Account.

Section 4.03 Timing of Ninth District NQDC Account Credits. Amounts credited to a Participant’s Ninth District NQDC Account for any Plan Year pursuant to the terms of the Plan shall be credited as of the Valuation Date to the Participant’s Ninth District NQDC Account.

Section 4.04 Vesting. A Participant shall be 100% vested and have a nonforfeitable interest in amounts credited to his/her Ninth District NQDC Account pursuant to this Article.

Section 4.05 Timing and Manner of Distributions. All amounts credited to a Participant's Ninth District NQDC Account under this Article shall be distributed to or with respect to the Participant only upon termination of the Participant's employment with the "Employer," as that term was defined in the NQDC Plan on October 3, 2004, for any reason, including death. (U.S. AgBank, FCB was previously included in that definition of "Employer." As of the effective date of the AgBank-CoBank Merger, CoBank, ACB, as the successor-in-interest to U.S. AgBank, FCB, is now included in such definition of "Employer.")

- (A) If the Participant's Ninth District NQDC Account balance does not exceed \$25,000 on the date of termination of employment, the total amount of the Participant's Ninth District NQDC Account balance will be distributed in a lump sum as soon as administratively practicable, but no later than ninety (90) days, after the Participant's termination of employment.
- (B) If the Participant's Ninth District NQDC Account balance exceeds \$25,000 on the date of termination of employment, the total amount of the Participant's Ninth District NQDC Account balance will be distributed at the time and manner elected by the Participant, choosing from the alternatives determined by the Plan Administrator and provided in the Election of Time and Manner of Distribution form.
 - (1) The distribution alternatives provided by the Plan Administrator shall include an option to receive the Participant's Ninth District NQDC Account balance in substantially equal annual installments payable over a period not to exceed five (5) years. If the Participant's Ninth District NQDC Account balance equals or exceeds \$250,000 on the date of termination of employment, the distribution alternatives provided by the Plan Administrator shall include an option to receive the Participant's Ninth District NQDC Account balance in substantially equal annual installments payable over a period not to exceed ten (10) years.
 - (2) Any such election must have been made, in writing, upon initial enrollment in the Ninth District NQDC Plan. Election of the time and manner of distribution may be modified by subsequent writing submitted to the Plan Administrator. However, a modification of this election must be made at least thirty (30) days prior to the Participant's termination of employment.
 - (3) If an election as to time and manner of distribution is not timely made, the total amount of the Participant's Ninth District NQDC Account shall be distributed in lump sum as soon as administratively practicable, but no later than ninety (90) days, after the Participant's termination of employment.

- (C) For purposes of determining the distribution alternatives to which a Participant is entitled under this Section, but not for any other purpose, the Plan Administrator shall increase the amount of a Participant's Ninth District NQDC Account Balance by the following amounts:
- (1) The amount (if any) credited to the Participant's Harvest Plan Plus Account; and
 - (2) The value (if any) of the Participant's Ninth District Pension Restoration Benefits under the Former Ninth and Eleventh District Employers Pension Restoration Plan (formerly named the "U.S. AgBank District Pension Restoration Plan"), valued as of the first administratively practicable date following the Participant's termination of employment.

Section 4.06 Distribution in the Event of Participant Death. If a Participant dies and distribution of his/her Ninth District NQDC Account balance had commenced prior to his/her death, distribution to the Participant's Beneficiary will be made in accordance with the manner of distribution in effect at the time of death. If such distribution had not already commenced as of the date of the Participant's death, distribution shall be commenced in accordance with the election that is reflected on the distribution form as soon as administratively practicable, but no later than ninety (90) days, after the Participant's death.

Section 4.07 Hardship Distribution. In the event a Participant incurs an unforeseeable emergency, the Participant may make a written request to the Participating Employer that employs the Participant for a hardship withdrawal from his/her Ninth District NQDC Account. An unforeseeable emergency is a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in Code § 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals of amounts because of an unforeseeable emergency are only permitted to the extent reasonably needed to satisfy the emergency need. This section shall be interpreted in a manner consistent with Sections 1.457-2(h)(4) and 1.457-2(h)(5) of the Treasury Regulations. The foregoing provisions regarding hardship distribution shall not be construed as creating any obligation or duty on the part of a Participating Employer to authorize a hardship distribution for any Participant, Beneficiary or estate, under any circumstances whatsoever.

Section 4.08 Limit on Obligation of Participating Employers for Amounts in Ninth District NQDC Accounts. A Participating Employer is only obligated for the amounts in a Participant's Ninth District NQDC Account that are attributable to the Participant's employment with such Participating Employer.

ARTICLE V
CONSOLIDATED PLAN PROVISIONS

This Article V sets forth provisions from the Consolidated Plan that were in effect on October 3, 2004, for purposes of “grandfathering,” under Code § 409A, the amounts in the Consolidated Plan that were earned and vested prior to January 1, 2005. No material modification under Code § 409A is intended as to such amounts.

Section 5.01 Establishment of Consolidated Accounts. The Plan Administrator shall establish a Consolidated Account for each Former Consolidated Participant that shall record the following:

- (A) The amount of the Participant's account in the Consolidated Plan on December 31, 2006; provided, however, such amount shall only include amounts attributable to contributions (including earnings or losses thereon) that were earned and vested prior to January 1, 2005, which amounts are being “grandfathered” under Code § 409A through this Plan; and
- (B) Any adjustments for earnings, losses, and distributions pursuant to this Article.

The Plan Administrator may also establish such subaccounts as it deems to be necessary for the proper administration of the Plan.

Section 5.02 Investment Credits. A Participant may direct the investment of the amounts in his/her Consolidated Account, subject to the following:

- (A) The investment alternatives that are made available to Participants shall be similar to the investment alternatives that are made available to participants in the 401(k) Plan; provided, however, that if a particular investment alternative is subject to restrictions that prevent it from being offered to participants in a nonqualified plan, the Plan Administrator may substitute a different investment alternative for the investment alternative that is not available.
- (B) The Participant may allocate the investment of such amounts without regard to the investment allocation selected by the Participant in the 401(k) Plan. Such allocations shall be made pursuant to the procedures established by the Plan Administrator.

Section 5.03 Vesting in Elective Deferrals. A Participant shall be 100% vested and have a nonforfeitable interest in amounts credited to his/her Consolidated Account pursuant to this Article that are attributable to Deferral Credits and any Investment Credits on those amounts, as those terms were defined in the Consolidated Plan on October 3, 2004.

Section 5.04 Vesting in Employer Credits.

- (A) A Participant shall be 100% vested and have a nonforfeitable interest in amounts credited to his/her Consolidated Account pursuant to this Article that are attributable to Employer Paid-Leave Credits and any Investment Credits on those amounts, as those terms were defined in the Consolidated Plan on October 3, 2004.
- (B) A Participant shall be vested in amounts credited to his/her Consolidated Account pursuant to this Article that are attributable to Employer Matching Credits, Employer Basic Additional Credits, Employer Integrated Additional Credits, Special Employer Integrated Credits, Other Discretionary Employer Credits and any Investment Credits on those amounts, as those terms were defined in the Consolidated Plan on October 3, 2004, in accordance with the schedule below:

Years of Service	Vested Percentage
Less than 1 Year	0%
1 Year but less than 2 Years	25%
2 Years but less than 3 Years	50%
3 Years but less than 4 Years	75%
4 Years or more	100%

- (C) A Participant shall be fully vested and have a nonforfeitable interest in his/her entire Consolidated Account if he/she dies while employed by a Participating Employer and before commencing a distribution of his/her Consolidated Account.
- (D) If the Plan Administrator determines that a Participant engaged in a willful, deliberate, or gross act or omission of an act which is substantially injurious to the finances or reputation of the Participating Employer that employs (or employed) the Participant, the Participant shall forfeit all of his/her Consolidated Account attributable to Employer Matching Credits, Employer Basic Additional Credits, Employer Integrated Additional Credits, Special Employer Integrated Credits and any Investment Credits on such amounts, as those terms were defined in the Consolidated Plan on October 3, 2004.

Section 5.05 Distribution of Consolidated Accounts.

- (A) Except as provided in Subsection (B)(2), distribution of a Participant's Consolidated Account shall be made or commence to the Participant (or in the event of the Participant's death, to his/her Beneficiary) as soon as administratively practicable following the earlier of
 - (1) The Participant's termination of employment with the Employer, as that term was defined in the Consolidated Plan, as of October 3, 2004; or
 - (2) The Participant's death.

(B) Each Participant shall specify, on his/her initial deferral form for the Consolidated Plan, or subsequent election pursuant to Subsection (C), the form of payment with respect to the Participant's Consolidated Account. In this regard, the following are the available choices for the form of payment of a Participant's Consolidated Account:

- (1) A single lump sum cash payment; or
- (2) Substantially equal annual installment cash payments over a period not exceeding ten (10) years, in accordance with the schedule below:

Account Balance at Termination or Retirement	Number of Payments
\$ 25,000.00 or less	1
\$ 25,001.00 - \$ 50,000.99	2
\$ 50,001.00 - \$150,000.99	4
\$150,001.00 - \$300,000.99	6
\$300,001.00 - \$500,000.99	8
\$500,001.00 or greater	10

The first installment payment shall be made in the January following the Participant's termination of employment with the Employer. Each subsequent installment will be made each following January. Upon the death of a Participant, the remaining balance of the Participant's Consolidated Account will be distributed pursuant to Section 5.06.

(C) Not more than once during any 12-month period a Participant may change the form of payment with respect to his/her Consolidated Account provided that such election is made on a written election form provided by the Plan Administrator. A change made by a Participant pursuant to this Subsection (C) will not be valid and will not have any effect unless it is made on a properly completed form received by the Plan Administrator before the first day of the Plan Year immediately preceding the Plan Year that includes the Participant's date of termination of employment. Until an election becomes effective, it will have no effect on any prior election whether or not such prior election became effective before or after the Plan Administrator received the later election. When an election becomes effective, it will automatically supersede any prior election then in effect.

(D) The form of payment with respect to a Participant who has not elected a form of payment on an initial deferral form or an election pursuant to Subsection (C) shall be in equal annual installment payments in accordance with the schedule in Subsection (B)(2); provided that any election of the form of payment of the Participant's Account after the initial allocation of any credit to the Participant's account under the Consolidated Plan must satisfy Subsection (C).

Section 5.06 Death Before Payments Commence or are Completed. If a Participant dies while employed by a Participating Employer or before receiving the balance of his/her Consolidated Account, the value of his/her Consolidated Account balance shall be paid to the Participant's Beneficiary in accordance with the valid election of the Participant pursuant to Section 5.05 as of the day of the Participant's death, or if the Participant has made no valid election, in annual installments as provided in Section 5.05(B)(2); provided that if the Participant commenced payments prior to his/her death, the payments will continue on the same payment schedule to the Beneficiary.

Section 5.07 Acceleration of Payments. All other provisions of this Plan notwithstanding, the Plan Administrator, in its sole and absolute discretion, may direct that payment of any part or all of a Participant's Consolidated Account be accelerated and paid prior to the time the Consolidated Account would otherwise be payable in accordance with the Participant's election, and in that event the Plan Administrator shall make payment to the Participant at the time and in the manner directed by the Plan Administrator. In no event, however, shall a Participating Employer, the Plan Administrator or any other person or party have the power to delay payment of the Consolidated Account beyond the time elected by the Participant.

Section 5.08 Payment in the Event of Incapacity of the Participant. If any individual entitled to receive any payment from a Consolidated Account is, in the judgment of the Plan Administrator, physically, mentally or legally incapable of receiving or acknowledging receipt of the payment, and no legal representative has been appointed for the individual, the Plan Administrator may (but is not required to) cause the payment to be made to any one or more of the following as may be chosen by the Plan Administrator:

- (A) The Beneficiary (in the case of the incapacity of the Participant);
- (B) The institution maintaining the individual;
- (C) A custodian for the individual under the Uniform Transfers to Minors Act of any state; or
- (D) The individual's spouse, children, parents, or other relatives by blood or marriage.

The Plan Administrator is not required to see to the proper application of any such payment and the payment completely discharges all claims under the Plan as to the Consolidated Account against the Participating Employer, the Plan and Trust to the extent of the payment.

Section 5.09 Limit on Obligation of Participating Employers for Amounts in Consolidated Accounts. A Participating Employer is only obligated for the amounts in a Participant's Consolidated Account that are attributable to the Participant's employment with such Participating Employer.

**ARTICLE VI
BENEFICIARY DESIGNATION**

Section 6.01 Beneficiary Designation Procedure. A Participant from time to time may designate a Beneficiary, in writing, who is or may become entitled to a benefit pursuant to the Plan. Such Beneficiary may be any person(s) (including a trust or other entity), contingently or successively, to whom the Participant's benefits under this Plan will be distributed in the event of Participant's death. The Plan Administrator shall prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing of the form with the Plan Administrator, all Beneficiary designations filed prior to that date by the same Participant are effectively revoked.

Section 6.02 Failure to Make Beneficiary Designation. If Plan requires distribution to a Beneficiary and the Participant either fails to name a Beneficiary in accordance with Section 6.01 or the Beneficiary named by a Participant predeceases the Participant, then distribution of Participant's Harvest Plan Plus Account, Ninth District NQDC Account, and Consolidated Account (as applicable) shall be made in the following order of priority:

- (A) The Participant's surviving spouse; and if no surviving spouse to
- (B) The Participant's surviving children, including adopted children, in equal shares; and if none to
- (C) The Participant's surviving parents, in equal shares; and if none to
- (D) The Participant's estate.

If the Beneficiary designated by the Participant survives the Participant but dies prior to distribution of the Participant's entire benefit under this Plan, the remaining benefit shall be paid to such Beneficiary's estate unless the Participant's Beneficiary designation provides otherwise.

Section 6.03 Beneficiary Designations Under Predecessor Plans. If a Participant made a valid written beneficiary designation under the Consolidated Plan, that election shall be valid as to the Participant's Consolidated Account (if any). If a Participant made a valid written beneficiary designation under the Harvest Plan Plus, that election shall be valid as to the Participant's Harvest Plan Plus Account (if any). If a Participant made a valid written beneficiary designation under the Ninth District NQDC Plan, that election shall be valid as to the Participant's Ninth District NQDC Account (if any). Such designations shall be revoked upon a beneficiary designation pursuant to Section 6.01.

Section 6.04 Rights and Duties of Beneficiary. Upon the death of a Participant, the Beneficiary designated by the Participant, or, if none, the Beneficiary or Beneficiaries who are next in order of priority for distribution pursuant to Subsection (B), shall have all of the same rights and duties pursuant to the Plan as did the Participant.

ARTICLE VII PLAN ADMINISTRATION

Section 7.01 Plan Administration. The Plan shall be administered by the Plan Administrator. The Plan Administrator shall have full power and authority to administer the Plan. The Plan Administrator's duties and responsibilities include, but are not limited to, the following:

- (A) Keeping track of which individuals are Participants;
- (B) Maintaining Consolidated Accounts, Harvest Plan Plus Accounts, and Ninth District NQDC Accounts, including all subaccounts required for different contribution types and distribution elections;
- (C) Keeping track of Beneficiaries;
- (D) Transmitting important communications to the Participants and Participating Employers and obtaining relevant information from Participants and Participating Employers; and
- (E) Filing any reports that may be required to be submitted to governmental agencies.

The Plan Administrator may adopt such rules and procedures as it deems to be necessary, including claim and appeal procedures, and may act in accordance with such rules and procedures. The Plan Administrator may also delegate its duties and responsibilities, may appoint officers and agents to carry out its duties and responsibilities, and may receive reimbursements and compensation.

Section 7.02 Information. The Plan Administrator may require each Participant (or, if the Participant is deceased, the Participant's Beneficiaries) and each Participating Employer to supply such information and to sign such documents as are necessary to implement this Plan.

Section 7.03 Reliance on Tables, Valuations, Etc. The Plan Administrator shall be generally entitled, to the extent permitted by law, to rely conclusively upon such tables, valuations, certificates, opinions, data, and reports which are furnished by any actuary, legal counsel, accountant, controller, or other person with whom the Plan Administrator may contract for specific services or advice with respect to the Plan.

Section 7.04 Discretion. The Plan Administrator shall have full discretionary authority to interpret the Plan as it deems appropriate. Any discretion or judgment to be exercised by the Plan Administrator shall be exercised in the Plan Administrator's sole and absolute discretion. Any interpretations, determinations, regulations, and calculations made by the Plan Administrator shall be final and binding.

ARTICLE VIII FUNDING

Section 8.01 Payment from General Assets. Except as otherwise provided under Section 8.03, all benefits distributed from a Participant's Consolidated Account, Harvest Plan Plus Account, and/or Ninth District NQDC Account shall be the obligation of the Participating Employer that employed the Participant; provided, however, if the Participant was employed by more than one Participating Employer, each Participating Employer is only obligated for the benefits distributed from the Participant's Consolidated Account, Harvest Plan Plus Account, and/or Ninth District NQDC Account that are attributable to the Participant's employment with such Participating Employer. Benefits hereunder shall be paid in cash from the general assets of the Participating Employers. The Plan, at all times, shall be entirely unfunded for tax purposes.

Section 8.02 No Specific Interest. No Participant, Beneficiary, or other person shall have any right, title, or interest in any particular assets of any Participating Employer by reason of the right to receive a benefit under the Plan. To the extent the Participant, Beneficiary, or other person acquires a right to receive benefits under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Participating Employer that is obligated to pay the benefit pursuant to Section 8.01.

Section 8.03 Establishment of Trust. The Trust has been established to be used to pay benefits arising under this Plan and may be used to pay all costs, charges, and expenses relating to the Plan. To the extent that funds are held in a subtrust account within the Trust for a Participating Employer and the amounts in the subtrust account are insufficient to pay such benefits, costs, charges, and expenses for which the Participating Employer is obligated, the Participating Employer shall pay such benefits, costs, charges, and expenses. It is the intention of each Participating Employer that the establishment of the Trust shall not cause this Plan to cease to be an unfunded plan for tax purposes.

Section 8.04 Funding of Trust. Each Participating Employer, in its discretion, may contribute to the Trust the amount it deems necessary to fund the cost of benefits provided by this Plan for any Plan Year, in accordance with the terms of the Administrative Agreement.

**ARTICLE IX
AMENDMENT AND TERMINATION**

Section 9.01 Right to Amend or Terminate. The Plan Sponsor Committee may amend or terminate this Plan at any time in accordance with the Administrative Agreement. No amendment or termination shall cause a material modification pursuant to Code § 409A as to the amounts in the Consolidated Accounts, the Harvest Plan Plus Accounts, or the Ninth District NQDC Accounts. Any approved change will be added to the Plan in writing and communicated to Participants at such time and in such manner as the Plan Administrator deems necessary.

Section 9.02 Effect of Termination on Harvest Plan Plus Accounts. Upon termination of the Plan, distribution of amounts payable under this Plan from the Harvest Plan Plus Accounts, determined as of the date of such termination, shall be made to each Participant or his/her Beneficiary in accordance with Article III, as if the Participant terminated employment on the date of the termination of the Plan. No amounts will be credited to any Participant's Harvest Plan Plus Account after termination of the Plan.

Section 9.03 Effect of Termination on Ninth District NQDC Accounts. Upon termination of the Plan, distribution of amounts payable under this Plan from the Ninth District NQDC Accounts, determined as of the date of such termination, shall be made to each Participant or his/her Beneficiary in accordance with Article IV, as if the Participant terminated employment on the date of the termination of the Plan. No amounts will be credited to any Participant's Ninth District NQDC Account after termination of the Plan.

Section 9.04 Effect of Termination on Consolidated Accounts. Upon the termination of the Plan, no further benefits shall accrue under the Plan to any Participant's Consolidated Account. Unless the Plan Administrator directs that the Participants' interests in the Consolidated Accounts shall be distributed immediately upon termination, the Plan shall remain in effect as to the Consolidated Accounts until all Participants have received distribution of their entire interest in the Consolidated Accounts, at the time and in the manner determined pursuant to Article V.

Section 9.05 Effect of Withdrawal of Participating Employer on Consolidated Accounts. If a Participating Employer terminates its participation in the Plan in accordance with the terms and conditions of the Administrative Agreement, the Plan Administrator, in its sole discretion, may commence distributions from the Consolidated Accounts in accordance with Section 5.07.

ARTICLE X MISCELLANEOUS

Section 10.01 Limitation of Rights. Neither the establishment of this Plan nor any amendment thereof will be construed as giving to any Employee, Participant, or other person any legal or equitable right against the Trust, Plan Administrator, any Participating Employer, or any Participating Employer's officers or directors, except as expressly provided herein, and in no event will the terms of employment or service of any Participant be modified or in any way affected hereby.

Section 10.02 Nonassignability of Benefits. Benefits payable under this Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability that is for alimony or other payments for the support of a spouse, former spouse, or any other relative of the Participant, unless pursuant to court order, prior to actual receipt by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable under this Plan is void. No Participating Employer is in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits under this Plan.

Section 10.03 Word Usage. Wherever any words are used herein in the feminine, masculine, or neuter gender, they shall be construed as though they were used in the feminine, masculine, or neuter gender, as the context may require, and vice versa, and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form, as the context may require, and vice versa.

Section 10.04 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions thereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 10.05 Contract of Employment. Nothing contained herein shall be construed to constitute a contract of employment between any Participating Employer and any Employee. Nothing contained herein shall be deemed to give any Employee the right to be retained in the employ of any Participating Employer or to interfere with the right of any Participating Employer to discharge any of its Employees at any time without regard to the effect such discharge might have on such Employees as Participants.

Section 10.06 State Law. The laws of the state of Delaware will determine all questions arising with respect to the provisions of this Plan except to the extent superseded by Federal law.

Section 10.07 Effect on Benefit Plans. Except to the extent otherwise specifically provided under a particular employee benefit plan sponsored by a Participating Employer, amounts paid pursuant to the terms of this Plan to a Participant who is employed by such Participating Employer shall not be considered to be salary or other compensation with respect to the Participant for purposes of computing benefits to which he/she may be entitled under any pension plan or other employee benefit plan or arrangement sponsored by the Participating Employer.

Section 10.08 Titles. The titles of Articles, Sections, and Subsections in the Plan are placed herein for convenience of reference only, and the Plan is not to be construed by reference thereto.