

SUMMARY PLAN DESCRIPTION

FOR

**BHE PIPELINE GROUP, LLC
RETIREMENT SAVINGS PLAN**

FOR

EMPLOYEES REPRESENTED

BY

**THE UNITED GAS WORKERS' UNION,
LOCAL 69,
UWUA, AFL-CIO**

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	1
IMPORTANT CONTACT INFORMATION	ERROR! BOOKMARK NOT DEFINED.
ELIGIBILITY	1
ENROLLMENT.....	1
YOUR SAVINGS PLAN ACCOUNT	1
YOUR CONTRIBUTION ELECTIONS.....	1
ROLLOVER CONTRIBUTIONS.....	1
COMPANY MATCHING CONTRIBUTIONS.....	1
TO CHANGE OR STOP YOUR CONTRIBUTIONS	1
INVESTMENT OPTIONS.....	1
VESTING	1
WITHDRAWALS WHILE EMPLOYED.....	17
LOANS	1
DISTRIBUTIONS	1
TAX TREATMENT OF DISTRIBUTIONS AND WITHDRAWALS	1
FORMS AND PLAN “KITS”.....	1
FORFEITURES.....	1
ADDITIONAL INFORMATION	1
ADMINISTRATION	1
TRUST AGREEMENT AND TRUSTEES	1
ASSIGNMENT OF ACCOUNT	1
CHANGING OR TERMINATING THE PLAN.....	1
PLAN DOCUMENTS.....	1

SAVINGS PLAN

SAVINGS PLAN SUMMARY	
MINIMUM ELIGIBILITY REQUIREMENTS	<ul style="list-style-type: none"> • Regular full-time or part-time employees • 18 years old • Scheduled to work or actually work at least 1,000 hours in a 12-month period. • Job classification represented for collective bargaining purposes by the United Gas Workers' Union, Local 69, UWUA, AFL-CIO
MEMBERSHIP	Voluntary
YOUR CONTRIBUTION ELECTIONS	
Pre-tax 401(k) Option	2% - 50% of Compensation, subject to certain limits that may be imposed by law
After-tax Option	2% - 20% of Compensation
Maximum Total of Pre-tax and After-tax Options	50% of Compensation "Compensation" means your actual base pay received excluding commissions, overtime, bonuses, fees, allowances, and other special payments, other than merit lump sum payments.
COMPANY MATCHING CONTRIBUTION	<p>If you were hired before March 23, 2017:</p> <ul style="list-style-type: none"> • If you have less than 20 Years of Service, 50 cents for each dollar you contribute, up to the first 6% of your Compensation (but not exceeding 3% of your Compensation during any pay period). • If you have at least 20 Years of Service, approximately 67 cents for each dollar you contribute, up to the first 6% of your Compensation (but not exceeding 4% of your Compensation during any pay period). <p>If you were hired on or after March 23, 2017:</p> <ul style="list-style-type: none"> • One dollar for each dollar you contribute, up to the first 4%, 5%, 6%, or 7% of your compensation, depending on your years of service.
INVESTMENT OPTIONS – Core Funds	<ul style="list-style-type: none"> • Money Market Fund • 1 to 3 Year Bond Fund • Intermediate Bond Fund • Real Estate Fund • S&P 500 Index Fund • Small/Mid Cap Equity Index Fund • International Equity Fund • Emerging Markets Equity Fund •
INVESTMENT OPTIONS -	<ul style="list-style-type: none"> • Target Retirement Income Trust Plus • Target Retirement 2015 Trust Plus

SAVINGS PLAN

Target Date Funds	<ul style="list-style-type: none"> • Target Retirement 2020 Trust Plus • Target Retirement 2025 Trust Plus • Target Retirement 2030 Trust Plus • Target Retirement 2035 Trust Plus • Target Retirement 2040 Trust Plus • Target Retirement 2045 Trust Plus • Target Retirement 2050 Trust Plus • Target Retirement 2055 Trust Plus • Target Retirement 2060 Trust Plus • Target Retirement 2065 Trust Plus
IN-SERVICE WITHDRAWALS	From your After-tax contributions, Rollovers, and vested Company Matching contributions in your account for at least 24 months, and earnings on these accounts. If you are age 59½, you can also withdraw your pre-tax contributions.
LOANS	From your total vested account balance.
VESTING	<ul style="list-style-type: none"> • You are always fully vested in your Pre-tax, After-tax and Rollover contributions and their earnings. • You will become 100% vested in Company Matching contributions and their earnings after three Years of Service.
<p>* The 2021 definition of “highly compensated” per IRS guidelines includes employees whose <u>total</u> compensation in 2020 was more than \$130,000 and who are in the top-paid 20% of employees when ranked by total compensation.</p>	

This version of the summary plan description applies to all employees who are participants in the Savings Plan on or after November 1, 2020. Please refer to the materials that accompanied your Savings Plan enrollment kit, or contact your Savings Plan Administrator for details about particular provisions or questions about your benefits under the Savings Plan.

SAVINGS PLAN

INTRODUCTION

The BHE Pipeline Group, LLC Retirement Savings Plan (the “Savings Plan”) is designed to encourage employees to build financial security through long-term saving. The Savings Plan is offered to eligible union employees of Eastern Gas Transmission and Storage, Inc. (“the Company”).

Participation in the Savings Plan is entirely voluntary. If you decide to join and save a percentage of your base pay, the Company will also contribute to your account. Participating in the Savings Plan allows you to save by convenient payroll deductions, build an investment portfolio and benefit from certain tax advantages.

The Savings Plan allows you to:

- Save between 2% and 50% of your Compensation, including up to 50% on a pre-tax basis. (The allowable percentage of contributions may change from time to time depending on limits required by law.)
- If you were hired before March 23, 2017 by Dominion Energy Transmission and Hope Gas, Inc. d/b/a Dominion Energy West Virginia (“Dominion Energy”) (or if you were originally hired before that date, your employment terminates and you are rehired before a five-year break in service), increase your savings by receiving a Company Matching contribution of at least 50 cents for every dollar you contribute, up to the first 6% of your Compensation (but not exceeding 3% of your Compensation during any pay period). If you have at least 20 Years of Service with the Company and Dominion Energy, you can receive a Company Matching contribution of approximately 67 cents for each dollar you contribute, up to the first 6% of your Compensation (but not exceeding 4% of your Compensation during any pay period).
- If you were originally hired by Dominion Energy on or after March 23, 2017 (or rehired on or after that date following a five-year break in service), increase your savings by receiving a Company Matching contribution of one dollar for each dollar you contribute, up to the first 4%, 5%, 6% or 7% of your Compensation, depending on your Years of Service with the Company and Dominion Energy.
- Accumulate your savings, Company Matching contribution, and your investment earnings on a tax-deferred basis for as long as these assets are kept in the Savings Plan.
- Choose among eight core investment options and 12 Target Date funds.
- Withdraw all or part of your Savings Plan account at specified times; or borrow funds from your Savings Plan account without the taxes and penalties usually associated with withdrawals.

These and other important features of the Savings Plan are described in more detail in this summary.

This document along with the Additional Information Summary Plan Description collectively serve as the Summary Plan Description or SPD. The Company has made every effort to describe the benefits in the Summary Plan Description (SPD) as accurately as possible as of the date indicated at the bottom of the page. The Company may subsequently provide additional materials that supplement, update or amend the SPD to provide you with information regarding changes to your benefits.

SAVINGS PLAN

It is important for you to read all portions of the SPD to be fully informed of your benefits. To the extent any information contained in the SPD or any information you receive orally is inconsistent with the official Plan documents, the provisions set forth in the Plan document will govern.

You are responsible for verifying that your email address, permanent address, marital status and Beneficiary designation on file are up to date.

The Plan Administrator, or its delegate, has full authority in its sole and absolute discretion, to recover the amount of any payment made to or with respect to a Participant or Beneficiary that exceeds the amount due and payable under the terms of a Plan using any method permitted by law.

IMPORTANT CONTACT INFORMATION

Day-to-day administration of the Savings Plan is provided by Voya Institutional Plan Services, LLC (Voya®). Enrollment requests, contribution and investment elections, beneficiary designations, distribution requests, and other transactions can be handled by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center at 844-869-2099 (for hearing impaired call 800-579-5708). Customer service representatives are available from 8:00 a.m. to 10:00 p.m., Eastern Time, Monday through Friday (excluding stock market holidays), to assist with your questions or transactions related to the Savings Plan.

You can also access your account, obtain plan information, and perform transactions online anytime through the Savings Plan's website at BHEPG.voya.com.

ELIGIBILITY

Participation in the Savings Plan is voluntary. You are eligible to participate in the Savings Plan on the date your employment begins if the following conditions are met:

- You are employed by the Company as a regular or part-time employee;
- You are at least 18 years old;
- You are scheduled to work or actually work at least 1,000 hours in a twelve (12) month period;
- You are a "Union Eligible Employee" employed with the Company in a job classification represented for collective bargaining purposes by the United Gas Workers Union, Local 69, UWUA, AFL-CIO ("Union").

You may not participate in the Savings Plan if:

- You are an independent contractor.
- You are a contractor hired through an agency.
- You are a "leased employee."

SAVINGS PLAN

- You are a non-resident alien.
- You are employed by the Company on a limited-term basis or with respect to specific tasks or projects.

ENROLLMENT

Once you meet the eligibility requirements, you may enroll in the Savings Plan by calling the toll-free number for the BHE Pipeline Group, LLC Retirement Savings Plan Service Center. You can also enroll online at: BHEPG.voya.com. Enrollment is effective as soon as administratively feasible following the date on which you make your election to enroll, depending on when you call and the payroll change cut-off dates.

ENROLLMENT KIT

You will receive a Savings Plan Enrollment Kit from Voya, usually within 30 days of your employment. The kit will be mailed to your address of record. Your kit will include information to assist you in making the important decisions necessary to participate in the Savings Plan.

You will have to decide:

- What percentage of Compensation you want to save. "Compensation" means your actual base pay received, excluding commissions, overtime, bonuses, fees, allowances, and other special payments. Compensation does include merit lump sum payments. A "merit lump sum payment" is any monetary award, or portion of a monetary award, for individual performance paid as a lump sum in lieu of a base salary increase as part of the Company's merit pay program.
- Whether you will save on a pre-tax basis, after-tax basis, or both.

Note: Pre-tax contributions you make to the Savings Plan will not reduce your Compensation for the purpose of calculating other benefits, such as retirement, life insurance, and Social Security contributions. Pre-tax deductions for health care benefits also will not reduce your Compensation for the purpose of calculating your contributions to the Savings Plan.
- The specific funds where you will invest your contributions.
- Whether you wish to continue contributing on an after-tax basis once you meet the pre-tax limit for the year.
- Whether you wish to have your investments automatically rebalanced periodically to maintain a specific allocation level among the investment options you choose.

You may enroll through the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or through the Savings Plan's website.

AUTOMATIC ENROLLMENT

If you are hired on or after November 1, 2020, once you meet the eligibility requirements, and unless you specifically elect otherwise, you will automatically be enrolled in the Savings Plan for a contribution equal to 4% of your Compensation. Your enrollment will become effective

SAVINGS PLAN

approximately 45 days after your initial hire date (or the first date you otherwise meet the Savings Plan eligibility requirements).

At any time before or after your automatic enrollment period, you may elect to enroll in the Savings Plan at a contribution rate higher or lower than 4%, or you may opt out of participating in the Savings Plan, by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or logging on to BHEPG.voya.com. Enrollment elections made in this manner are effective as soon as administratively feasible following the date on which you make your election, depending on when you call or log in and the payroll change cut-off dates.

PIN AND ACCOUNT SECURITY

To ensure that your personal information is kept safe and all transactions are made in a secure environment, you are required to provide your Social Security number or your Personal Identification Number (PIN) when you call the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or access the website. A letter that contains your initial PIN will be sent to your address on file, under separate cover. If you have not received this information prior to when you are ready to enroll or change the default elections, or if you have questions about your automatic enrollment, please call the BHE Pipeline Group, LLC Retirement Savings Plan Service Center for assistance. When you log in to the website for the first time, be sure to register your account. Select *Register Now* and follow the instructions to personalize your account access and set up a strong password. This will make your personal and financial information more secure and help protect your account.

BENEFICIARY

You may make or change your beneficiary designation online through the website or through the BHE Pipeline Group, LLC Retirement Savings Plan Service Center.

- If you are married and name someone other than your spouse as your beneficiary, your spouse must agree to your choice of that beneficiary by signing the spousal consent portion of a Beneficiary Designation Form in the presence of a notary public. You may print a copy of this form from the Savings Plan website or request a form through the BHE Pipeline Group, LLC Retirement Savings Plan Service Center. After the completed form is received and reviewed by Voya, you will receive a confirmation of your elections in the mail.
- If, at the time of your death, you are not married and have not designated a Beneficiary, your Beneficiary will be your estate.

RE-EMPLOYMENT

If you are re-employed with the Company, you can re-enroll in the Savings Plan under two alternatives:

If you are re-employed and were a participant under the Savings Plan prior to your initial termination from service, you may re-enroll immediately.

- If you are re-employed but were never a participant under the Savings Plan (or any predecessor plan) prior to your initial termination from service, you may enroll upon satisfying the eligibility requirements for the Savings Plan.

YOUR SAVINGS PLAN ACCOUNT

Your Savings Plan account includes:

SAVINGS PLAN

- Your Pre-tax contributions to the Savings Plan.
- Your After-tax contributions to the Savings Plan.
- Company Matching contributions.
- Any rollover contributions credited to your account and transferred from other plans.
- Investment earnings on your contributions, the Company contributions, and any rollover contributions.

Savings Plan accounts are valued each business day. You will receive a quarterly Savings Plan statement showing a summary of your transactions and account balances for the period. Account balances shown on the statement will be as of the last business day of the calendar quarter. The statements will typically be mailed to your address of record within 20 business days after the end of the quarter.

Current information on your account balance is available each day through the BHE Pipeline Group, LLC Retirement Savings Plan Service Center, and a written statement of your account is available upon request at any time through a customer service representative. You may also obtain information on your account through the Savings Plan's website.

YOUR CONTRIBUTION ELECTIONS

You can contribute from 2% to 50% (in whole percentages) of your Compensation per payroll period to the Savings Plan. Your contributions are made through payroll deduction. Whenever your Compensation changes, the dollar amount of your contribution changes automatically.

The Savings Plan contributions can be made in the following combinations:

- Pre-tax 401(k) Option: From 2% to 50% of Compensation
- After-tax Option: From 2% to 20% of Compensation
- Maximum total under Pre-tax 401(k) & After-tax Options: 50% of Compensation

When you enroll for Pre-tax contributions, you may elect to have your Pre-tax contributions either stopped or converted to After-tax contributions if you reach the annual Pre-tax contribution limit during the year (see below).

AUTO-SAVE

You may elect to have your contribution percentage increase automatically each year through the Auto Save feature. This feature allows you to choose an automatic increase percent (in 1% increments), a target percent (maximum 50%) and an annual auto increase date. If you elect to participate in the Auto Save feature, you will be mailed a confirmation statement approximately 30 days prior to the Auto Save increase date. If you later choose not to have the increase occur, you may cancel or change your AutoSave election. Auto Save elections, changes and cancellations may be made through the Savings Plan's website or by speaking with a customer service representative at the BHE Pipeline Group, LLC Retirement Savings Plan Service Center.

CONTRIBUTION LIMITATIONS

You can elect to defer taxes on a portion of your pay through the Pre-tax 401(k) Option and make After-tax contributions at the same time. If you elect to defer the maximum 50% of your Compensation as a Pre-tax contribution, you will not be allowed to make an After-tax contribution. There are three additional limitations imposed on Savings Plan contributions by Internal Revenue Service ("IRS") regulations:

- If you are considered "highly compensated" under the Internal Revenue Code ("Code"), you are limited to a maximum percentage of your Compensation as Pre-tax contributions (the actual percentage you are limited to will be communicated as necessary).
- All participants are limited to a maximum annual Pre-tax contribution dollar limit. This limit is \$19,500 for 2020 and 2021 (unless you are eligible for "catch-up" contributions as discussed below).
- The total of your contributions and Company Matching contributions cannot exceed another limit. This limit is the lesser of \$ 57,000 (\$58,000 in 2021) or 100% of your total compensation in 2020.

These limitations apply to the combined contributions for all plans in which you participate. The Savings Plan Administrator will monitor your contribution levels, but you are also advised to check your individual participant account statements carefully and to promptly report all over-contributions or other inaccuracies.

HIGHLY COMPENSATED EMPLOYEES

You are considered "highly compensated" for the 2020 plan year if your taxable compensation (as defined in the Savings Plan document) in 2019 was at least \$125,000 and you are in the top-paid 20% of all employees when ranked by taxable compensation.* This \$125,000 threshold applies for 2020, is increased to \$130,000 for 2021, and is subject to adjustment in future years by the IRS. If you are considered "highly compensated" under these rules, your percentage limit on Pre-tax contributions may be lower than the 50% limit that applies to other employees. The maximum percentage that highly compensated employees may contribute as Pre-tax contributions for each plan year is determined by annual non-discrimination tests that are required under the Code and IRS regulations for each plan year. You will be notified as early as possible during the plan year if these limits will affect you for that year.

PRE-TAX 401(K) OPTION

The Pre-tax 401(k) Option allows you to contribute to the Savings Plan with pre-tax dollars. You may contribute from 2% to 50% (in whole percentages) of your Compensation *before* federal and state income taxes (except Pennsylvania) are withheld. If you are defined as a "highly compensated" employee under the Code, then your contribution amounts may be limited. Your Pre-tax contributions (plus earnings) will not be taxable until the money is actually paid to you from your account. In exchange for this tax advantage, *the IRS restricts your withdrawals from your Pre-tax Contribution Account while you are employed.* Your Pre-tax contributions are subject to Social Security taxes.

“Catch-Up” Contributions

A participant who either will reach age 50 on or before December 31 or already has attained age 50 may make a “catch-up” contribution. If you are contributing the maximum amount permitted by the plan on a pre-tax basis (50%) or your pre-tax contributions meet the annual deferral limit (\$19,500 for 2020 and 2021), you may elect to contribute up to an additional \$6,500 on a pre-tax basis to your account during 2020 and 2021. This amount is subject to future adjustment by the Internal Revenue Service. “Catch-Up” contributions are not eligible for Company Matching contributions and are not eligible for any automatic escalation election you make under the Auto-Save feature.

Catch-up contribution elections may be made by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center and speaking to a customer service representative or through the Savings Plan website. Your deductions will begin as soon as administratively possible after your election is made.

The final adjustment for “catch-up” contributions cannot be determined until the level of all contributions is assessed at the end of the year. Voya will monitor the eligibility for “catch-up” contributions and will adjust, after the end of the Plan Year, the amount of your actual “catch-up” contribution based on applicable plan and tax limits.

You can change your election for contributions, including your “catch-up” contribution election, at any time. Your “catch-up” contributions will continue until you change your election or you reach the maximum limit (\$6,500 in 2020 and 2021). If you do not change your election, it will continue in place for future years. Please note that you will need to adjust your election annually to maximize your “catch-up” contribution as the IRS increases the maximum dollar limit.

Pre-Tax Contributions in Excess of Annual Maximum Dollar Limit

If your Pre-tax contributions reach the maximum dollar limit during the year, your Pre-tax contributions stop automatically as soon as you reach the maximum dollar limit. As a result, you could miss out on Matching Contributions if your contributions stop before the end of the year.

To avoid missing out on Matching Contributions, you may instead elect to have, your Pre-tax deferral percentage added to your After-tax contributions deferral percentage for the remainder of the year not to exceed the maximum After-tax contribution percentage of 20%. If your After-tax contributions deferral percentage is zero, then your Pre-tax contributions deferral percentage will automatically become your After-tax contributions deferral percentage for the remainder of the year not to exceed the maximum After-tax contribution percentage of 20%. For example, if your Pre-tax deferral percentage is 15% and your after-tax deferral percentage is 6%, when your Pre-tax contributions reach the maximum annual dollar limit, your after-tax deferral will become 20%. You may change your contribution percentages at any time.

You may also elect to have your Pre-tax contributions stop automatically as soon as you reach the maximum dollar limit, rather than having contributions continue as After-tax (although you could miss out on Matching Contributions if your contributions stop before the end of the year). See the section on “Changing Your Contributions Percentage” for further details.

AFTER-TAX OPTION

You also can save from 2% to 20% (in whole percentages) of your Compensation under the After-tax Option. Unlike Pre-tax contributions, After-tax contributions do not reduce your taxable income. Any earnings on your After-tax contributions are tax deferred until withdrawn from the

SAVINGS PLAN

Savings Plan. You can make two withdrawals per calendar year from your After-tax Contributions Account while you are employed.

PRE-TAX 401(k) OR AFTER-TAX OPTIONS

What are the differences and trade-offs between the Pre-tax 401(k) Option and the After-tax Option?

The major differences are: (1) the tax treatment of your contributions; and (2) when you can withdraw the money you put into the Savings Plan.

The following table shows the major similarities and differences between the Pre-tax 401(k) Option and the After-tax Option. Remember, the maximum for combined contributions under the Pre-tax 401(k) Option and the After-tax Option is 50% (reduced percentages apply as required by law).

FEATURE	AFTER-TAX OPTION	PRE-TAX 401(K) OPTION
Contribution Amount	2% to 20%	2% to 50% (reduced % as required by law)
Company Matching contribution	Same	Same
Vesting Rules	Same	Same
Loan Rules	Same	Same
Withdrawal of Your Contributions	Twice annually	Very Limited
Withdrawal of Associated Match	Twice annually	Twice annually
Taxation of Your Contribution	Taxes withheld currently	Taxed when withdrawn from Savings Plan

Withdrawals

Unless you incur a financial hardship as defined by the Savings Plan, contributions to the Savings Plan under the Pre-tax 401(k) Option cannot be withdrawn until you leave the Company, retire, become disabled, reach age 59½, or die.

Contributions to the Savings Plan under the After-tax Option and the investment earnings on those contributions can be withdrawn twice each calendar year. See the section entitled "Withdrawals" that appears later for more detailed information.

Tax Treatment

If you contribute to the Savings Plan under the Pre-tax 401(k) Option, the money you contribute will not be taxed until you withdraw it from the Savings Plan. Assume that you earn \$40,000 a year in Compensation and that you want to save 6% of your Compensation. The table that follows compares saving the 6% with the Pre-tax 401(k) Option and the After-tax Option.

SAVINGS PLAN

	PRE-TAX 401(K) OPTION	AFTER-TAX OPTION
Annual Compensation	\$50,000	\$50,000
6% Saved Pre-tax 401(k)	- 3,000	- 0
Taxable Compensation	\$47,000	\$50,000
Federal Income Tax*	- 474	- 834
Subtotal	\$46,526	\$49,166
6% Saved After-Tax	- 0	- 3,000
Take-Home Compensation	\$46,526	\$46,166
Additional Net Compensation	\$360	- 0 -
<p>* Note: Federal tax estimates based on 2018 rates; married filing jointly, standard deduction, three exemptions. State tax not included in this example.</p>		

As the above example illustrates, even though you have contributed the same dollar amount to the Savings Plan, you have \$360 more take-home pay with the Pre-tax 401(k) Option. It is also important to remember that amounts you contribute under the Pre-tax 401(k) Option will be taxed at the tax rate that is applicable to you in the future when you withdraw those funds; that future tax rate may be higher or lower than the tax rate that is applicable to you now. Whether you contribute on a Pre-tax or After-tax basis, investment earnings on your savings are not taxed until you receive a distribution from the Savings Plan.

ROLLOVER CONTRIBUTIONS

You may also make Rollover contributions to the Savings Plan when transferring your account from another qualified plan, a Code Section 403(b) plan, a Code Section 457 governmental plan or individual retirement account ("IRA") into your account in the Savings Plan. You do not have to be a participant in the Savings Plan before making a Rollover contribution. To make a Rollover contribution, you must request a *Rollover Contribution Form* by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visiting the Savings Plan's website. Your Rollover contributions to the Savings Plan will be deposited in your account within 3 to 5 business days from the date Voya receives your properly completed form and payment.

You may rollover all or a portion of a distribution from another unrelated employer's retirement plan to the Savings Plan provided that the distributing plan was qualified under Section 401(a), 403(b) or 457(b) of the Code and:

- The distribution was not a required minimum distribution;
- The distribution was not part of a series of substantially equal periodic payments paid at least annually over 10 or more years, your lifetime, or the lifetimes of you and your beneficiary; and
- The distribution was not a hardship withdrawal

You may elect either a direct rollover, an indirect rollover, or a rollover from an IRA, as explained below:

SAVINGS PLAN

- A direct rollover to be made by the plan administrator of your former employer's qualified plan by a check made payable directly to the Savings Plan, as required by the Savings Plan Administrator, and described on the *Rollover Contribution Form*. A direct rollover may include after-tax contributions.
- An indirect rollover to be made by writing a personal check payable to the Savings Plan, as required by the Savings Plan Administrator and described on the *Rollover Contribution Form*, for all or a portion of a distribution you previously received from your former employer's qualified plan, as long as you do so within 60 days of the date your account was distributed to you.
- A rollover of all or part of the taxable portion of an IRA owned in your name by a check made payable directly to the Savings Plan, as required by the Savings Plan Administrator and described on the *Rollover Contribution Form*.

COMPANY MATCHING CONTRIBUTIONS

EMPLOYEES HIRED BY DOMINION ENERGY BEFORE March 23, 2017

If you were hired by Dominion Energy before March 23, 2017 (or if you were originally hired before that date, your employment terminates and you are rehired before a five-year break in service), and you have less than 20 Years of Service with Dominion Energy and the Company, the Company matches 50 cents for each dollar you contribute, up to the first 6% of your Compensation (but the match will not exceed 3% of your Compensation during any pay period).

If you have at least 20 Years of Service with Dominion Energy and the Company, the Company will increase the amount of the match to approximately 67 cents for each dollar you contribute, up to the first 6% of your Compensation (but the match will not exceed 4% of your Compensation during any pay period).

Example

If you have less than 20 Years of Service with Dominion Energy and the Company, you earned \$1,538.46 in Compensation each pay period, and you contributed 6% to the Savings Plan for 12 months, your contribution to the Savings Plan for the year would be \$2,400. Each pay period, the Company would add 50 cents for each dollar you saved, or \$1,200 (for 12 months). So, you would have a total of \$3,600 (\$2,400 + \$1,200) contributed to the Savings Plan on your behalf for a 12-month period.

However, if you saved 8% of your Compensation, or \$3,200, the Company Matching contribution would still be \$1,200 because the Company Matching contribution is applied only to the first 6% of your contributions. Please keep in mind that if you discontinue contributions because you reach the annual pre-tax limit (\$19,500 in 2020 and 2021), or for any other reason, Company Matching contributions will also be discontinued.

EMPLOYEES HIRED ON OR AFTER MARCH 23, 2017

If you were hired by Dominion Energy Company or the Company on or after March 23, 2017 (or rehired after that date following a five-year break in service), the Company will match your contributions to the Savings Plan based on the following schedule:

SAVINGS PLAN

Years of Service	Matching Contribution
Fewer than 5	100% match on first 4% of Compensation
At least 5 but fewer than 15	100% match on first 5% of Compensation
At least 15 but fewer than 25	100% match on first 6% of Compensation
25 or more	100% match on first 7% of Compensation

For purposes of the above chart, you are credited with a Year of Service for each 12-month period of employment you have with Dominion Energy and the Company. If your employment with the Company is terminated and the Company reemploys you after you incur a Break-in-Service (defined under “Vesting”), all Years of Service before your Break-in-Service will be disregarded. If the Company reemploys you before you incur a Break-in-Service, your prior Years of Service will be reinstated upon your reemployment.

Rehires and Coordination with Pension Formula

If your employment with the Company terminates and you are later rehired and eligible to participate in the Cash Balance formula of the MidAmerican Energy Company Retirement Plan upon your rehire, you will receive matching contributions as described under “Employees Hired on or After March 23, 2017.” Your “Years of Service” for purposes of determining your matching contribution will be the same as your years of “Credited Service” under the Pension Plan’s Cash Balance formula.

If you are rehired and eligible to participate in the Traditional formula of the MidAmerican Energy Company Retirement Plan upon your rehire, you will receive matching contributions as described under “Employees Hired Before March 23, 2017.”

IMPORTANT NOTES ON MATCHING CONTRIBUTIONS

Please keep in mind that if you discontinue contributions because you reach the annual pre-tax limit (\$19,500 in 2020 or 2021), or for any other reason, the Company Matching contributions will also be discontinued. If you want to maximize your Company Matching Contributions, you should plan your contributions carefully so that they continue for the entire year.

NOTE: Rollover and catch-up contributions are not eligible for Company Matching contributions.

TO CHANGE OR STOP YOUR CONTRIBUTIONS

CHANGING YOUR CONTRIBUTION PERCENTAGE

You can change the amount of your contributions to the Savings Plan any time by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visiting the Savings Plan’s website. Your new contribution percentage will be deducted from your next or subsequent paycheck, depending on when you complete your request and the payroll change cut-off dates in effect at the time of your request.

SUSPENDING CONTRIBUTIONS

You can stop your contributions to the Savings Plan any time by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visiting the Savings Plan’s website. Your contribution percentage will be discontinued as of your next or subsequent paycheck, depending on when you complete your request and the payroll change cut-off dates in effect at the time of your request.

SAVINGS PLAN

If you suspend your contributions to one of the two savings options but still contribute to the other, the Company continues to match the contributions that you make. However, if you discontinue your contributions altogether, *Company Matching contributions will stop.*

RESUMING YOUR CONTRIBUTIONS

You can resume contributions at any time by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visiting the Savings Plan's website. Your new contribution percentage will be deducted from your next or subsequent paycheck, depending on when you complete your request and the payroll change cut-off dates in effect at the time of your request.

INVESTMENT OPTIONS

You decide how you want your contributions invested. The Savings Plan offers a choice of eight core investment funds and 12 Target Date funds:

CORE FUNDS	TARGET DATE FUNDS
Money Market Fund 1 to 3 Year Bond Fund Intermediate Bond Fund	Target Retirement Income Trust Plus Target Retirement 2015 Trust Plus Target Retirement 2020 Trust Plus Target Retirement 2025 Trust Plus Target Retirement 2030 Trust Plus
Real Estate Fund S&P 500 Index Fund Small/Mid Cap Equity Index Fund International Equity Fund	Target Retirement 2035 Trust Plus Target Retirement 2040 Trust Plus Target Retirement 2045 Trust Plus Target Retirement 2050 Trust Plus Target Retirement 2055 Trust Plus
Emerging Markets Equity Fund	Target Retirement 2060 Trust Plus Target Retirement 2065 Trust Plus

Each fund takes a different approach to investing and each has a different type of investment risk. Together, these funds provide the opportunity to develop investment combinations to suit your savings objectives.

A full description of each of the investment options, including a description of the fund, the fund's investment strategy, the fund's portfolio investments, and management fees, will be provided to you at no charge by calling the Savings Plan Service Center or through the Savings Plan's website.

MAKING YOUR INVESTMENT DECISION

The Savings Plan is intended to meet the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Section 2550.404(c)-1 of Title 29 of the Code of Federal Regulations. Under Section 404(c) of ERISA, fiduciaries of the Savings Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by participants or beneficiaries.

If you do not choose to allocate your contributions, any amounts you elect to contribute will be placed in the Target Retirement fund corresponding with your age (assuming retirement at age 65), which serves as the default investment option.

CHANGES IN INVESTMENT ELECTIONS

Your investment election for your future contributions can be changed any time, effective with the next or subsequent pay period, depending on when you complete your request and the investment elections change cut-off dates in effect at the time of your request, by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or by visiting the Savings Plan's website. Your investment election for a particular fund may be made in an increment of as small as 1%; of course, your complete election must total 100%. You can invest all of your contributions in one fund, invest in all of the funds, or use any number of the available funds. A customer service representative or the Savings Plan's website will take you through the investment election change process, and a confirmation of your election(s) will be mailed to you.

INVESTMENT TRANSFER AND DAILY VALUATION

The value of your past contributions, Company Matching contributions and the earnings attributable to such contributions may be transferred between investment funds on a daily basis. The market value of your account is determined every business day under the daily valuation record keeping system. This up-to-date market value of your account can be obtained by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or by visiting the Savings Plan's website. Using this daily valuation feature, you can transfer specific amounts out of your existing fund balances, in 1% increments, and transfer the amounts into any of the other fund options provided under the Savings Plan. A customer service representative or the Savings Plan's website will guide you through the transfer process. You can also make transfers between specific funds in dollar amounts instead of making percentage transfer elections.

Valuation of Transfers

Transfers both in and out of funds will be at the closing market price as of the day of your call, as long as your call is completed and confirmed before 4:00 PM Eastern Time (or by market close, if earlier). (The funds reserve the right to discontinue or suspend this privilege upon notice to Savings Plan participants.)

AUTOMATIC INVESTMENT REBALANCING

Over time, due to differences in market performance among the different investment options, you may find that your account is no longer invested among your chosen funds in the same proportion as you initially elected. To help you maintain your desired investment allocations over time, the Savings Plan allows you to have your account automatically rebalanced according to your investment allocations on file for future contributions. You may set a rebalance frequency of quarterly, semiannually, or annually, or you may have your account rebalanced on a one-time basis at any time. To set up automatic rebalancing for your account, speak with a customer service representative at the Savings Plan Service Center, or access your account online on the Savings Plan's website.

VESTING

Vesting refers to your non-forfeitable right to part or all of the value of your account. For example, if you terminate employment and are vested in Company Matching contributions, you have a right to receive those contributions when you leave.

VESTING OF YOUR CONTRIBUTIONS

You are always vested in the value of your employee Pre-tax, After-tax, and Rollover contributions and the investment earnings on those contributions.

VESTING OF COMPANY MATCHING CONTRIBUTIONS

You are vested in the value of your Company Matching contributions and the investment earnings on those contributions if you meet any one of the following criteria:

- You have three Years of Service with Dominion Energy and/or the Company.
- You retire.
- You die while employed by the Company.
- You become disabled (as determined under the Company's Long-Term Disability plan) while employed by the Company.
- You terminate employment with the Company on or after attaining age 65.
- You lose your job due to a Company-ordered layoff.

It is important to note that although all or a portion of your account may be vested, the value of such vested accounts will fluctuate based on the performance of the investment funds.

If the Savings Plan is terminated or if there is a complete discontinuance of contributions to the Savings Plan, your interest in your account will automatically become fully vested.

YEARS OF SERVICE

For vesting purposes, you are credited with a Year of Service for each 12-month period of employment you have with Dominion Energy or the Company. If you are absent from service but then rehired before incurring a "One-Year Period of Severance" (defined in the next section), the period of your absence will be included in your Years of Service.

If your employment with the Company is terminated before you are vested in your Company Matching contributions, and you are reemployed by the Company after incurring a Break-in-Service (defined in the next section), all Years of Service before such Break-in-Service will be disregarded for purposes of determining your vested interest in your Company Matching contributions. In all other cases, your prior Years of Service will be reinstated for vesting purposes upon your reemployment, regardless of how long you were absent from employment.

BREAK-IN-SERVICE

You incur a Break-in-Service if you incur a series of five or more consecutive "One-Year Periods of Severance." You incur a "One-Year Period of Severance" for every one-year period from your Severance from Service Date that you are not employed by the Company. You incur a "Severance from Service Date" as of the first to occur of: (i) the date on which you terminate employment with the Company because you quit, are discharged, die or retire; or (ii) the first anniversary of the date on which you are absent (with or without pay) from employment with the Company for any other reason (such as vacation, holiday, sickness, disability, leave of absence, or layoff) if you are still absent as of your anniversary date.

You do not, however, have a Break-in-Service if you leave the Company:

- On an authorized leave of absence and return within 12 months;
- For active military service and return to the Company within the period of time prescribed by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
or

- For your pregnancy, the birth or adoption of your child, or for the purpose of caring for your child immediately following his or her birth or adoption if such absence does not exceed two years.

WITHDRAWALS WHILE EMPLOYED

The Savings Plan is designed to encourage long-term savings, particularly for retirement. The full value of your vested accounts is available at retirement, termination of employment, death, and disability. However, there are provisions in the Savings Plan that allow you to make withdrawals while still actively employed by the Company.

WITHDRAWAL OF AFTER-TAX CONTRIBUTIONS, ROLLOVER AMOUNTS, AND COMPANY MATCHING CONTRIBUTIONS

Twice each calendar year, you can withdraw any amount up to the total value of your After-tax Contribution Account, your rollover amounts and investment earnings thereon, and your vested Company Matching contributions that have been in your account for at least 24 months and any investment earnings relating to Company Matching contributions. Because they have not already been taxed, the portion of your withdrawal represented by rollover amounts, Company Matching contributions, and/or investment earnings (including investment earnings on After-Tax Contributions) will be subject to taxation and generally a 10% penalty tax if you are under age 59½. The minimum federal tax withholding on a Savings Plan withdrawal is 20%. Many states also apply a minimum state withholding. If your withdrawal is directly rolled over into an IRA or another qualified plan, your withdrawal will not be subject to taxation.

You may request a withdrawal by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or by visiting the Savings Plan's website. Withdrawals will be valued at the closing market price of your funds being sold on the day of your request as long as your call is completed and confirmed before 4:00 PM Eastern Time or market close, if earlier. Otherwise, the withdrawal will be valued at the closing market price of your funds being sold on the next business day after your request is confirmed.

WITHDRAWAL OF PRE-TAX CONTRIBUTIONS

IRS regulations severely restrict withdrawals of your Pre-tax contributions from the Savings Plan while you are employed by the Company.

You may make a withdrawal of Pre-tax contributions while actively employed only if either of the following apply:

- You are age 59½ or older, in which case Pre-tax contributions and investment earnings thereon may be included in an in-service withdrawal. Pre-tax contributions and investment earnings thereon may be distributed after other balances are withdrawn, as described under the Order of Withdrawal section that follows.
- Your withdrawal qualifies as a "hardship withdrawal" under IRS regulations.
- You are called into active military service for a period of 180 days or more (or indefinitely) and you request a "qualified reservist distribution" (as defined under federal tax law) during the period beginning on the date of your call-up or order and ending on the date your active service ends. If you withdraw your Pre-tax contributions in a qualified reservist distribution, you will be prohibited from making any Pre-tax or After-tax contributions to the Plan for the six-month period following the date of the withdrawal.

HARDSHIP WITHDRAWALS

A hardship withdrawal may be requested to satisfy an immediate and necessary financial need. There is no limit on the number of hardship withdrawals you may receive in a calendar year, and a hardship withdrawal will not count against your twice-per-year limit on other in-service withdrawals. However, there are IRS limits on the amount you can withdraw. To apply for a hardship withdrawal, you must call the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visit the Savings Plan's website to request a hardship distribution kit. It will be mailed on the next business day following your request. Voya will evaluate your application in accordance with the "safe harbor" hardship withdrawal regulations issued by the IRS.

To qualify for a hardship withdrawal, the financial need must be one that cannot be met by other sources. A hardship withdrawal will only be granted if funds are needed to:

- Pay medical expenses of the employee, the employee's spouse or the employee's dependents.
- Purchase a principal residence (excluding mortgage payments).
- Pay post-secondary (college) tuition and related educational expenses, room and board for the employee, the employee's spouse or the employee's dependents for the next 12 months.
- Avoid eviction from or foreclosure on the employee's principal residence.
- Pay burial or funeral expenses of the employee's parent, spouse, children or other dependent.
- Pay home repair expenses related to certain casualty losses.
- Pay certain other expenses related to losses incurred due to a federally declared disaster.
- Certain other expenses or payments that are approved by the IRS.

ORDER OF WITHDRAWALS

All withdrawals from your account are made in the following order:

- All or part of your After-tax contributions and investment earnings.
- All or part of a rollover account that you had transferred into the Savings Plan and investment earnings.
- All or part of your vested Company Matching contributions that have been in your account for at least 24 months and any investment earnings relating to Company Matching contributions.
- If you are at least age 59½, or your withdrawal qualifies as a hardship withdrawal, all or part of your Pre-tax contributions and investment earnings.

The withdrawal amount will be taken on a pro-rata basis from each of your investment funds.

SAVINGS PLAN

LOANS

The Savings Plan loan provisions allow you to borrow funds from your entire vested account balance (including your Pre-tax Contribution Account) without the taxes and penalties you might incur if you took a Savings Plan withdrawal. Loans are available only to active employees, including employees on a leave of absence.

A Savings Plan loan is somewhat like other types of loans, except in this case, you borrow from your account under the Savings Plan.

- The money you borrow comes out of your Savings Plan account.
- You must then pay back the loan amount with interest.
- These loan payments (including interest) go back into your own account.

You may take out a loan for any reason. You may have up to two loans outstanding at a time. If you have recently paid off a second loan, there is a 12-business day waiting period before you can apply for a new second loan. Interest on Savings Plan loans is not tax deductible, and Savings Plan loan balances may not earn the rate of return provided by the Savings Plan investment fund options. A Savings Plan loan should be evaluated and carefully compared to other sources for borrowing funds, such as home equity and credit union loans.

LOAN AMOUNTS

The *minimum* amount you can borrow from your Savings Plan account is \$1,000. The *maximum* loan amount as provided for in the Savings Plan will never be greater than the lesser of:

- 50% of your total vested account balance; or
- \$50,000 reduced by the difference between your maximum outstanding loan balance during the prior 12 months and your outstanding loan balance on the date of the loan.

The maximum amount available is based on the value of your vested account balance as of the day your loan request is processed by Voya.

Special information for participants who have or have had Plan loans.

In addition to the limits described above, any new loan, when added to the outstanding balance of any existing Plan loan that you may have, cannot be more than your Total Loan Maximum. Your Total Loan Maximum is \$50,000, reduced by the difference between the highest outstanding balance of your Plan loans during the 12-month period ending on the day before the new loan, and the outstanding balance of your Plan loans on the date of the new loan. Please note this provision will apply even if you pay off an existing loan.

For example, assume you have a vested account balance of \$100,000 and took a Plan loan of \$40,000 on January 1, to be repaid (including interest) in 20 quarterly installments of \$2,491. On January 1 of the following year, when the outstanding balance is \$33,322, you want to take another Plan loan. The difference between the highest outstanding loan balance for the preceding year (\$40,000) and the outstanding balance on the day of the loan (\$33,322) is \$6,678. Since the new loan plus the outstanding loan cannot be more than \$43,322 (\$50,000 - \$6,678), the maximum amount that the new loan can be is \$10,000 (\$43,322 - \$33,322).

TERM AND INTEREST RATE

You may choose any repayment period between 12 months and 5 years.

The interest rate on Savings Plan loans will be not less than the prime rate plus 1%. The actual interest rate will change whenever the prime rate changes but no more frequently than monthly. However, the interest rate for your loan will not change during the term of the loan. The current interest rate can be obtained by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or by visiting the Savings Plan's website.

ADMINISTRATIVE FEE

The fee for the initial set-up of the loan is \$50, with no monthly maintenance fee. The set-up fee will be deducted from your account when the loan is issued.

LOAN REPAYMENT

After receiving a loan, you pay it back with interest in equal installments. Payments will be applied to your account through payroll deduction. The first payment is generally deducted in the month following the month in which the loan is effective or as soon as administratively possible. The loan payment will be deducted from each paycheck.

Repayments will be reinvested among investment funds according to your current investment election for future contributions. If you have suspended contributions, repayments will be reinvested according to your most recent investment election. If your employment with the Company terminates for any reason and you have an outstanding loan, you will have an opportunity to arrange with Voya to have your loan repayments continue through an automatic payment arrangement. If you do not make an automatic repayment arrangement with Voya, all of your outstanding loans will become due and payable within 90 days after your termination of employment or your death.

MISSED PAYMENTS

If you miss loan payments because you are on an approved leave of absence, the Savings Plan Administrator will contact you to discuss your payment options. If you miss three loan payments under any other circumstances, your loan will be in default and become immediately payable in full. At this point you have two options:

- You may make repayment in full, or
- You may re-amortize the remaining balance of your loan.

If you do not make repayment in full or make re-amortization arrangements, the loan will be treated as a taxable distribution, subject to income taxes and, for participants under age 59½, a 10% penalty similar to a Savings Plan withdrawal. Active employees who are currently receiving Compensation from the Company cannot voluntarily discontinue loan repayment. *Please note that you may re-amortize only if the new repayment period does not exceed the original term of the loan.*

If you terminate employment, you will be given the opportunity to either repay the outstanding balance or continue your periodic loan payments through an automatic repayment arrangement with Voya. If you elect not to repay the balance or continue your loan repayments, the defaulted loan will be considered a distribution and reported as taxable income to the IRS, which, for

SAVINGS PLAN

participants under age 59½, will be subject to the 10% penalty similar to a Savings Plan withdrawal.

Note: Special provisions apply to military reserve personnel recalled to active duty and for employees on an approved leave of absence, including family and medical leave. Contact the BHE Pipeline Group, LLC Retirement Savings Plan Service Center for more details on these provisions.

SOURCES AND APPLICATION OF FUNDS

Loan amounts will be taken from your account in the following order:

- Your Pre-tax Contribution Account, including investment earnings.
- Any rollover amounts you had transferred from another plan, including investment earnings.
- Your vested Company Match Account, including investment earnings.
- Your vested Discretionary Employer Account, including investment earnings
- Your After-tax Contribution Account, including investment earnings.

The loan amount will be taken on a pro-rata basis from each of your investment funds.

APPLYING FOR A LOAN

To obtain a loan, simply call the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visit the Savings Plan's website. Your loan can be processed through a customer service representative or by an automated system using the Savings Plan website as a "paperless" loan. The automated system will advise you of the current interest rate and prompt you for the amount you would like to borrow and the term for repayment. The system will then advise you of the repayment amount. You may change the loan amount or repayment period prior to completing the process; basically, you can "model" loan alternatives using the system. If you decide to complete a loan transaction, loan proceeds will be forwarded in approximately one week.

To provide loan proceeds, balances in your investment funds will be sold at the closing prices on the business day of your phone call, as long as the call is completed and confirmed before 4:00 PM Eastern Time or one hour prior to market close, if earlier. Otherwise, the balances in your investment funds will be sold at the closing market price of your funds being sold on the next business day following the day your request is confirmed. Proceeds of funds minus any applicable trade commission will generally become available on the following business day after the loan request is complete. The settlement process is explained in the "Investment Transfer and Daily Valuation" section.

Your endorsement of the loan check serves as your promise (*i.e.*, promissory note) to repay the loan. If after you receive the loan check you decide you don't want the loan after all, return the check to Voya and your account(s) will be reinvested at the market prices available at the time of the reinvestment.

DISTRIBUTIONS

BENEFITS AT TERMINATION (INCLUDING RETIREMENT AND DISABILITY)

General Procedure

If your employment ends other than as a result of your death, you are entitled to receive the total value of your account that is vested. Any Company Matching contributions that are *not* vested are subject to forfeiture.

You have the following options with regard to distribution of your account:

- You may elect to receive a lump-sum payment of your entire account balance, paid to you.
- You may request a direct rollover of your entire account balance into an individual retirement account (IRA), Roth IRA, or other qualified plan.
- You may request a partial lump-sum distribution from your account, in any amount and at any time. Partial distributions may be eligible for direct rollover to an IRA or other qualified plan.
- You can choose to have your account distributed to you in regular annual, semi-annual, or quarterly installments. The installment method will provide periodic income that lasts as long as you have a balance in your account. The amount you receive each year is paid according to IRS life expectancy tables. Installments will be paid on the first Tuesday of January, April, July, and October. The installment amounts will be taken on a pro-rata basis from each of your investment funds. You can also elect at any time to receive the entire remaining balance of your account.

If your vested account balance exceeds \$1,000, and you are under age 72, you may delay receiving any distributions until the April 1 following the calendar year in which you reach age 72. (See "Required Distributions" below).

After your termination date, Voya will send you a Distribution Kit that will provide detailed information on your options. If you do not receive a Distribution Kit you can request one by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or by visiting the Savings Plan website.

As long as you maintain an account balance under the Plan, you may continue to make investment fund transfers by calling the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visiting the Savings Plan's website.

If you do not make a distribution election and your vested balance is \$1,000 or less, payment will be made directly to you in a lump sum cash payment and taxes will be withheld.

COMPANY MATCH ACCOUNT FORFEITURES

You forfeit the Company Match Account if you separate from service before satisfying the vesting criteria described above under "Vesting of Company Matching Contributions."

You may request a Distribution Kit from Voya at any time after you retire or your employment termination due to disability. Your Distribution Kit will include information about direct rollovers.

Required Distribution

The balance of your Savings Plan accounts generally must begin to be distributed by the April 1 of the calendar year following the later of: (i) the calendar year in which you retire; or (ii) the

calendar year in which you attain age 72 (the "Required Beginning Date"). If you do not elect a lump-sum distribution at that time, a minimum distribution based on your remaining account balance and your life expectancy will automatically be made as of the Required Beginning Date and taxes will be withheld at a rate of 10%. If distribution is in the form of installments, the gross amount of the distribution will be the amount necessary to satisfy the IRS required minimum distribution. If you wish to have your distribution begin earlier than the Required Beginning Date (for example, to avoid two distributions in the first year) or wish a different amount to be withheld in taxes, you must call the BHE Pipeline Group, LLC Retirement Savings Plan Service Center and speak to a customer service representative. Each December after the Required Beginning Date, the difference, if any, between the IRS required minimum distribution and the distributions you have received during the calendar year will be automatically distributed to you and taxes will be withheld at a rate of 10%. For example, if at the time of your retirement you elected annual installment distributions to commence at the Required Beginning Date and you attained age 72 during 2020, the first installment distribution would occur during March 2021 and you would receive another installment distribution during December 2021.

DEATH BENEFITS

Your Beneficiary

If you die while employed by the Company, the entire value of your account is distributed to your beneficiary, including the value of all Company Matching contributions that automatically become vested upon your death.

Federal law requires that, *if you are married when you die*, your spouse must receive the distribution unless she or he approved your choice of another (or an additional) beneficiary before your death. Your spouse must agree to your choice of that beneficiary by signing the spousal consent portion of a Beneficiary Designation Form obtained from Voya. The form must have been completed, signed, notarized, and returned to Voya before your death.

If you are not married when you die, your beneficiaries will receive the value of your Savings Plan account. If you have not named a beneficiary, the value of your Savings Plan account will be paid to your estate.

Time and Form of Payment

Your spouse, beneficiary, or executor has 60 days after being notified by the Plan Administrator to make an election regarding the timing of the distribution and the form of payment. If an election is not made within 60 days and the vested value of the account is \$1,000 or less, an immediate lump sum cash payment will be made and taxes will be withheld.

Your beneficiary has the following options with respect to the timing of the death benefit payment if the value of the account exceeds \$1,000:

- An immediate lump sum distribution. If elected, the lump sum payment will be made after the election is received by Voya and processed under the same procedures as any other Savings Plan distribution.
- If you are not married or your surviving spouse is not your sole Beneficiary, your Beneficiary may elect to delay payment until the December 31 of the calendar year containing the tenth (10th) anniversary of your death, at which time distribution of your entire account balance must be made in accordance with IRS minimum distribution requirements. At any time

during the 10-year period after your death, your beneficiary may elect to receive a full or partial lump-sum distribution from your remaining account balance.

- If your surviving spouse is your sole Beneficiary and you were receiving installment payments immediately prior to your death, your surviving spouse may elect to continue the installment payments, or; has the option to delay the remainder of the installment payments until the April 1 of the calendar year following the year in which you would have reached age 72, at which time distributions must begin in accordance with IRS minimum distribution requirements. At any time before minimum distributions are required to begin, your surviving spouse may elect to receive a full or partial lump-sum distribution from your remaining account balance.

The delayed option is available only if the vested value of the account exceeds \$1,000 as of the date of death.

TAX TREATMENT OF DISTRIBUTIONS AND WITHDRAWALS

This section summarizes how withdrawals and distributions may be taxed when taken out of the Savings Plan. The Plan Administrator cannot give tax advice. You are encouraged to discuss the impact that a distribution or withdrawal will have on your personal tax situation with a competent tax advisor prior to requesting a withdrawal or distribution.

GENERAL TAX RULES

If you make any kind of withdrawal or distribution, you have to pay taxes on the portions of the withdrawal that previously have not been taxed which would include:

- Any portion of your withdrawal that represents investment earnings on your After-tax contributions.
- Any portion of your withdrawal that represents Company Matching contributions and their investment earnings.
- Any portion of your withdrawal that represents your Pre-tax contributions and their investment earnings.
- Any portion of your withdrawal that represents your rollover amounts and their investment earnings.

10% TAX PENALTY ON EARLY DISTRIBUTION

You may be required to pay a 10% IRS tax penalty, in addition to ordinary income tax, on the taxable portion of distributions made to you before age 59½, including distributions due to termination of employment. Congress imposed this tax penalty to discourage the use of long-term savings held in employer-sponsored plans for anything other than retirement. The tax penalty will not be imposed under any of the following circumstances:

- You are at least 59½ years old.
- You leave the Company on or after attaining age 55.
- You are disabled, as determined according to the Code and related IRS regulations.

SAVINGS PLAN

- Your beneficiary receives the distribution upon your death.
- Your distribution was needed to pay tax deductible medical expenses.
- You are the alternate payee under a qualified domestic relations order.
- You make a rollover directly to another qualified plan or an IRA, including a Roth IRA.
- The distribution was a “qualified reservist distribution” (as determined under the Code and related IRS regulations).

TAX EFFECT OF ROLLOVERS AND OTHER DISTRIBUTION OPTIONS

If you receive a distribution from your Savings Plan account, you may be able to defer the income tax liability that most likely will result. The taxable portion of your distribution can be transferred directly, tax free, as a rollover to a traditional IRA or to another qualified plan. You may also choose to roll over your distribution to a Roth IRA, in which case you will pay tax on the taxable portion of your distribution. When you request a distribution from the Plan, you will receive a notice outlining the tax consequences of a plan distribution or rollover.

FORMS AND PLAN “KITS”

Most Savings Plan transactions are processed through a customer service representative or the Savings Plan’s website. To gain access to the system, call the BHE Pipeline Group, LLC Retirement Savings Plan Service Center or visit the Savings Plan’s website. For certain types of transactions, Voya will need to mail a Savings Plan Kit. The types of Kits are:

- Enrollment Kit
- Rollover Kit
- In-Service Withdrawal Kit
- Hardship Withdrawal Kit
- Termination Kit

FORFEITURES

Benefits may be denied, lost, or suspended, or you may not qualify or may not be eligible for benefits, under the following circumstances:

- If you fail to meet, the eligibility requirements for participation in the Savings Plan and for sharing in contributions already described in the section dealing with eligibility.
- If you separate from service before you have fully vested in Company Matching contributions, all or part of your account related to those contributions will be forfeited.
- If the Plan Administrator cannot locate you or your Beneficiary when your benefit becomes payable, or you are non-responsive to the Plan Administrator’s efforts to locate you and distribute your benefits, your benefits may be forfeited. For this reason, it is imperative that

SAVINGS PLAN

you keep the Plan Administrator informed of any address changes, especially after your termination of employment.

ADMINISTRATION

The Administrator. The Savings Plan Administrator is BHE Pipeline Group, LLC. The Administrator, or such persons as it may designate, is responsible for the overall operation and administration of the Savings Plan, except to the extent its duties have been allocated to or assumed by other persons or entities.

The MidAmerican Energy Company Employee Benefits Plans Administrative Committee is responsible for general oversight of the administration of the Savings Plan, including reviewing appeals, appointing third-party administrators and other service providers, and maintaining administrative policies and procedures.

The Berkshire Hathaway Energy Investment Committee is responsible for matters relating to investment of Savings Plan assets including providing investment guidelines, selecting investment managers and reviewing selection periodically, reviewing investment performance, assuring investment policies are carried out, and determining investment alternatives.

Voya, the third-party administrator, handles the day-to-day operations of the Savings Plan, including enrolling participants; distributing booklets, notices and other information regarding the Savings Plan; maintaining beneficiary designation forms; processing distribution and loan requests, and similar administrative matters.

Charges and Expenses.

Savings Plan administration expenses, including investment management, web site, and legal fees, are charged against Savings Plan assets as permitted by law. Investment management fees of a particular fund are charged directly against that fund. Indirect fees are charged in the amount of \$2 per month for each Savings Plan participant. The indirect fee may be increased or decreased by the Savings Plan Administrator at any time, as needed, to cover the administrative costs of the Savings Plan.

Administrative fees and costs associated with operating the plan may be paid by the Company, plan participants, or both. The method of payment for the plan's administrative fees is subject to change at any time.

Certain other individual fees may be charged to participants enrolled in the Voya Retirement Advisors program for professional investment advice, or to participants who receive certain services, such as loans, wire transfers, or express mailing services. If any individual fees are deducted from your account, they will be reflected on account or transaction statements provided by Voya.

TRUST AGREEMENT AND TRUSTEES

Voya Institutional Trust Company is the Trustee of the Savings Plan. The Plan Administrator has entered into a Trust Agreement providing for administration of the Trust Fund with the Trustee but reserves the right to remove and replace the Trustee. The Trustee is responsible for managing the funds contributed to the Savings Plan and maintaining participants' accounts. The Trustee receives compensation in connection with its service as Trustee.

ASSIGNMENT OF ACCOUNT

You cannot assign, pledge, or sell your account balance. Your creditors cannot claim or levy upon your account to satisfy your debts. However, a court may order that all or part of your account be paid to an “alternate payee” (e.g., an ex-spouse, minor child, etc.) under a qualified domestic relations order. Although the Plan Administrator must obey a qualified domestic relations order issued by a court, the Plan Administrator will inform you of the Savings Plan’s procedures and provide you with a copy of those procedures, without charge, if an attempt is made to claim all or a portion of the benefits from your account.

Before any action is taken, the court’s order must be determined to meet all applicable legal requirements with respect to such orders.

CLAIMS AND APPEAL PROCEDURES

Filing a Claim for Benefits

If you believe you (or your beneficiaries) are entitled to benefits from the Plan and fail to receive them, you should file a written claim for benefits with the Plan Administrator. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method of payment available, the timing of payments and other information relevant to the payment of benefits.

If a Plan claim you make is denied in whole or in part, you – or your beneficiary – will automatically receive a written or electronic notification of the Plan’s adverse determination. In most cases, you will receive this notice within 90 days after your claim for Plan benefits is received. If there is a delay, you will be advised, in writing, of the reason for the delay and the date you can expect to receive the notice. However, in no case will the notice be forwarded to you more than 180 days after receiving your claim for Plan benefits.

The Plan Administrator’s written or electronic notification of any adverse benefit determination must include the following information:

- The specific reason for denial;
- The specific Plan provision on which the denial is based;
- Any additional information (such as proof of age or spouse’s data) required to reconsider the claim and an explanation of why the information is needed; and
- An explanation of the Plan’s appeal procedures and the time limits applicable to such procedures, including a statement of your right to challenge the final determination in federal court.

After your claim is denied, you will be provided, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. A document, record or other information will be considered relevant if it:

- Was relied upon in denying the claim;
- Was submitted, considered or generated in the course of processing the claim regardless of whether it was relied upon in denying the claim;

- Demonstrates compliance with the claims procedures process; or
- Constitutes a statement of Plan policy or guidance concerning the denied benefit, regardless of whether it was relied upon in denying the claim.

Appealing a Claim Denial

If you or your beneficiary wish to dispute the Plan Administrator's denial of your claim for Plan benefits (in whole or in part) you must file a written request to have your claim for Plan benefits reconsidered (an "Appeal") within 60 days after receiving the denial notice. Your Appeal should state exactly why your claim for Plan benefits should be approved and can contain additional documents, records and other relevant information in support of the claim. In reviewing the Appeal, the reviewer will take into consideration all comments, documents, records and other information submitted by you (or your beneficiary) in support of the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In most cases, the review of your Appeal will be completed within 60 days after you file your request and, following the review of your Appeal, you will be notified in writing of the final decision. If special circumstances require the Plan Administrator to take additional time to review your Appeal, you will be advised, in writing, of the reason for the delay and the date you can expect to receive the final decision. However, in no case will the final decision be forwarded to you more than 120 days after receiving your Appeal. The Plan Administrator's final decision will be in writing and will include:

- Reference to the specific Plan provision on which the final decision is based; and
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record or other information shall be considered relevant if it:
 - Was relied upon in denying your claim;
 - Was submitted, considered or generated in the course of processing your claim, regardless of whether it was relied upon in denying your claim;
 - Demonstrates compliance with the Appeal procedures process; or
 - Constitutes a statement of Plan policy or guidance concerning the denied benefit, regardless of whether it was relied upon in denying your claim.
- A statement that you or your beneficiary has a right to bring an action under Section 502(a) of ERISA.

The Plan Administrator's decision of your Appeal is final and not subject to further review under the Plan. You or your beneficiary may have additional rights under ERISA.

CHANGING OR TERMINATING THE PLAN

Please see the "Changing or Terminating the Plans" section of the "Additional Information" SPD for information on the Company's ability to change or terminate the Savings Plan.

PLAN DOCUMENTS

This information has been prepared to describe the Savings Plan benefits available to you and your eligible dependents. If there is a conflict between this information and the official documents and contracts that govern the operations of the Savings Plan, those official documents and contracts will govern.