

**KISH BANCORP, INC.**

**AMENDED AND RESTATED  
DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN**

**ORIGINALLY EFFECTIVE DECEMBER 31, 2010, AS AMENDED AUGUST 25, 2011**

1. Purpose. The purpose of the Kish Bancorp, Inc. (“**Kish**”) Amended and Restated Dividend Reinvestment and Stock Purchase Plan (the “**Plan**”) is to provide holders of record and beneficial holders of Kish’s shares of common stock (the “**Shares**”) the opportunity to reinvest their dividends, and invest other cash contributions, in Shares.

2. Appointment of Administrator. Kish hereby appoints Kishacoquillas Valley National Bank of Belleville (the “**Administrator**”) as the Plan administrator, and the Administrator, by assuming its duties hereunder, accepts its appointment as the Plan administrator and agrees to the terms and conditions of the Plan, as set forth herein. Kish may terminate the Administrator’s appointment at any time and appoint in the Administrator’s place another corporation, bank or other entity to serve as the Plan administrator. The Administrator will purchase and hold the Shares for Plan participants, keep records, send statements and perform other duties as required by the Plan and as may be assigned by Kish from time to time.

3. Enrollment in the Plan. Holders of record of Shares desiring to participate in the Plan must submit a completed authorization form to the Administrator in the form required by the Administrator or, if permitted by the Administrator, enroll on-line. Beneficial holders of Shares desiring to participate in the Plan must arrange with the record holders of such Shares (e.g., a broker or bank nominee) to participate in the Plan on their behalf.

4. Commencement of Plan Participation. An applicant’s participation in the Plan shall begin after the Administrator receives the applicant’s completed authorization form or on-line enrollment or, in the case of a beneficial owner, after completion of other arrangements by its recordholder satisfactory to Kish and the Administrator.

5. Full or Partial Dividend Reinvestment. Pursuant to a participant’s authorization, Kish shall pay directly to the Administrator all of the dividends on Shares held of record by the participant and held by the Administrator under the Plan, except that a participant may elect for dividends on a fixed number of Shares not to be paid to the Administrator for reinvestment. If a participant elects partial dividend reinvestment, any dividends not paid to the Administrator for reinvestment shall be paid directly to such participant.

6. Voluntary Cash Contributions. A participant may make voluntary cash contributions to the Administrator in an amount at a minimum of \$500.00 in any quarter, and up

to a maximum of \$25,000.00 in the aggregate per calendar year. In addition to payment by check, such payments may also be made, in Kish's discretion, by an individual automatic deduction, or automatic quarterly deductions, from a participant's bank account, in the manner permitted by the Administrator.

7. Investment of Funds. As agent for Plan participants, the Administrator shall, on each date that Kish pays a dividend (usually the 31st of January, April, July and October), apply dividends paid to it to the purchase of whole and fractional Shares as set forth in Section 9 for participants' accounts. The Administrator shall, on or about the thirty-first (31st) day of each quarter, purchase whole and fractional Shares as set forth in Section 9 for participants' accounts using voluntary cash contributions permitted by Section 6. Purchases of Shares will be made as soon as practicable on or after each dividend payment date, but in no event more than thirty days after each such date. Whole and fractional Shares will be allocated to each participant's account after the date on which the Administrator has purchased sufficient Shares to cover the quarterly purchases for all participants under the Plan. Each date on which the Administrator purchases Shares either with dividends or voluntary cash contributions is referred to as an "**Investment Date.**" Any funds which are not yet invested in Shares under this Plan shall be held by the Administrator, without interest, until the next Investment Date.

8. Timeliness of Voluntary Cash Contributions. To be invested on a given Investment Date, voluntary cash contributions permitted by Section 6 must be received by the Administrator at least four business days before the Investment Date. Any voluntary cash contributions permitted by Section 6 that do not comply with the foregoing four business day requirement shall be held by the Administrator for investment on the next following Investment Date. No interest shall be paid on voluntary cash contributions regardless of when they are received.

9. Source of Shares. Shares purchased for Plan accounts may be authorized but unissued Shares, Shares held by Kish as treasury stock or Shares purchased by Kish or the Administrator, as Kish shall elect.

10. Price of Shares Purchased under the Plan The purchase price of Shares under the Plan shall be the fair market value of the Shares, as determined by Kish in its sole discretion. In determining fair market value, Kish may use or consider such methodologies as it deems appropriate, including (a) the methodology used by Kish in connection with its stock option and restricted stock plans, (b) the weighted average of the price of Shares purchased in the open market or in negotiated transactions by the Plan Administrator and/or (c) the price of Shares purchased by the Plan Administrator from Kish. Kish will bear the cost of all brokerage fees and commissions on purchases under the Plan.

11. Shares Held by Nominee. All shares purchased by the Administrator for Plan accounts shall be held in its name or in the name of its nominee.

12. Account Statements. As soon as practicable after a transaction is completed for a participant's account, the Administrator shall send such participant a statement confirming the

transaction and containing other information about the account, including the total Shares held by the Administrator in the account.

13. Stock Certificates. No certificate will be issued to a participant for the Shares held in his or her account except in connection with a participant's termination of his, her or its participation under the Plan.

14. Service Fees. The Administrator may charge service fees to Plan participants for such services, and in such amounts, as shall be agreed upon from time to time by Kish and the Administrator.

15. Voting of Shares. The Administrator shall forward proxies to participants (excluding persons who also hold Shares of record or who are participating through arrangements made by record holders on their behalf, all of whom will receive proxies through other means) for Shares held under the Plan and shall vote any Shares that it holds for such a participant's account in accordance with the participant's instructions. If such a participant does not give proxy instructions, such Shares shall not be voted.

16. Termination of Participation by Participant. A participant may terminate his or her participation in the Plan at any time by giving written notice of termination, or other notice of termination as permitted by the Administrator. Dividends corresponding to a record date occurring after the Administrator receives such notice shall be sent directly to the former participant.

17. Termination of Participation by Kish. Kish reserves the right to terminate a participant's participation in the Plan at any time, in its sole discretion. In such case, the Administrator, at the direction of Kish, will give written notice of termination to the participant.

18. Disposition of Shares after Termination of Account. Promptly after termination of a participant's account, the Administrator shall, at its option, send the participant either a statement indicating the participant's ownership in book-entry form of the Shares in such participant's account or a certificate issued by Kish for such Shares, in such participant's account. In every case of termination, the Administrator shall return all funds which have yet to be invested in Shares to the participant.

19. Participant's Disposition of All Shares. If a participant disposes of all Shares registered in such participant's name on the books of Kish, the Administrator shall continue to reinvest the dividends on Shares held in the participant's account unless Kish shall direct the Administrator to terminate such participant's account. A participant's authorization to participate in the reinvestment feature of the Plan and a participant's election to apply voluntary cash contribution toward the purchase of Shares shall remain in effect until written notice to the contrary from the participant is received by the Administrator. To be effective as to any Investment Date, such written notice must be received at least two business days before the Investment Date.

20. Notices. All notices to the Administrator shall be addressed to such address or addresses as the Administrator shall from time to time furnish for that purpose.

21. Stock Splits and Similar Events. Any Shares distributed by Kish on account of stock dividends or splits on Shares held by the Administrator for a participant shall be credited to the participant's account. If Kish makes available to its shareholders rights to purchase additional Shares or any other securities, or if any party makes a tender offer for Shares, each participant shall receive directly any such rights or offer.

22. Limitation of Liability. Neither the Administrator nor Kish shall be liable hereunder for any act performed by it in good faith or for any good faith omission to act, including without limitation any claims of liability:

(a) arising out of failure to terminate the participant's account upon the participant's death or judicially determined incapacity prior to receipt of notice in writing of such death or incapacity, or

(b) with respect to the prices at which Shares are purchased for or sold from a participant's account, the times such purchases or sales are made, and the parties from whom such Shares are purchased or to whom such Shares are sold.

23. Governing Law. The terms and conditions of this Plan shall be governed by the laws of the Commonwealth of Pennsylvania and the rules and regulations of the Securities and Exchange Commission.

24. Amendment or Termination of Plan. Kish reserves the right to alter the terms and conditions of this Plan or to terminate this Plan at any time upon written notice thereof sent to each participant.

25. Captions. The captions included herein are for convenience of reference only and shall not affect the interpretation of the provisions hereof.

26. Rule 504 Exemption. The sale of Shares under the Plan shall be made in reliance on Rule 504 of Regulation D, which exempts from registration under the Securities Act of 1933 limited offerings and sales of securities not exceeding \$1,000,000 in the aggregate over a twelve-month period. Accordingly, all of the Shares sold under the Plan shall be sold by Kish only to persons purchasing such Shares with investment intent and not with a view towards resale, and may not be transferred unless the Shares are registered or comply with an exemption from registration with respect to such transfer. Participation in the Plan may be limited, at Kish's option, due to the requirements of the "Blue Sky" laws of a prospective participant's state of residency.

27. Effective Date. The foregoing Plan was adopted by Kish Bancorp, Inc. on October 28, 2010, effective December 31, 2010, and amended on August 25, 2011.