

**Summary Plan Description for
Appendix J
of the
Dow Employees' Pension Plan**

**Dow Corning Corporation
Employees' Retirement Plan**

A U.S. Benefit Plan

If you are an active employee of The Dow Chemical Company (or a related company), the most current copy of the Summary Plan Description (SPD) can be found on the Dow Intranet at My HR Connection, or you may request a copy from the Dow Benefits Service Center.

Dow Benefits Service Center
P.O. Box 5807
Hopkins, MN 55343
Telephone (877) 623-8079

If you are no longer employed by Dow Corning or The Dow Chemical Company (or a related company), the most current copy of the SPD can be found on www.DowFriends.com or you may request a copy from the Dow Benefits Service Center at the address above. If you need to reach someone by phone, call the Dow Retiree Service Center at (800) 344-0661.

You may also submit a request via email by accessing Message Center on the Dow Benefits website (<https://dowbenefits.ehr.com>).

June 2017

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INTRODUCTION

This is a Summary Plan Description of the Dow Corning Corporation Employees' Retirement Plan component of the Dow Employees' Pension Plan ("**DCC Component**"), which is described in Appendix J of the plan document of the Dow Employees' Pension Plan and is generally applicable to certain employees and former employees of Dow Corning Corporation and affiliated adopting employers. The Dow Employees' Pension Plan is referred to throughout this Summary Plan Description as the "**Plan.**"

The Dow Employees' Pension Plan contains appendices for plans that have been merged into the Plan. Dow Corning Corporation ("**DCC**") originally adopted the Dow Corning Corporation Employees' Retirement Plan ("**DCC ERP**") on April 1, 1970. On June 1, 2016, The Dow Chemical Company ("**Dow**") acquired full ownership of DCC. The DCC ERP was merged into the Plan effective December 31, 2016, and the assets and liabilities of the DCC ERP became the assets and liabilities of the Plan as of that date. The DCC ERP was amended and restated as Appendix J to the Plan effective January 1, 2017.

This Summary Plan Description – also called the "**SPD**" – is a summary of the most significant features of the DCC Component. Other components and appendices of the Plan are described in separate Summary Plan Descriptions.

Dow sponsors the Plan. Employees of DCC and certain other employers that adopted the plan who were participants in the DCC ERP on September 30, 2016, are eligible to participate in the Plan. No individual who was not a participant in the DCC ERP on September 30, 2016, may participate in or accrue benefits under this DCC Component.

Dow, its subsidiaries that participate in the DCC Component, and all related companies are referred to in this SPD as the "**Company.**"

Appendix J of the Plan, containing the DCC Component, was most recently amended and restated effective January 1, 2017. This SPD describes Appendix J of the Plan as amended most recently. For more information, please consult the Plan document, which is available upon request from the Plan Administrator.

Some Key Features of the Plan

This SPD describes the most significant features of the DCC Component. Here are some key features:

- The Plan is provided at no cost to you. Benefits under the Plan are funded with contributions made by Dow and other employers that participate in the Plan. The contributions are actuarially determined.
- In general, you may participate in the Plan under the DCC Component only if you were an employee of DCC or another employer that had adopted the DCC ERP (other than Hemlock

Semiconductor Corporation or Hemlock Semiconductor, LLC, or a successor company) on September 30, 2016, and you continued to be an employee of DCC or another employer participating in the DCC Component on and after December 31, 2016. If you were an employee of DCC, or of a participating employer in the DCC ERP, who terminated employment prior to October 1, 2016, and you are subsequently rehired on or after October 1, 2016, by DCC or by a participating employer in the DCC ERP or in the DCC Component, you will not resume accruing benefits under the DCC ERP or the DCC Component upon your rehire, but you may be eligible under another component of the Plan. Contact the Dow Benefits Service Center for more information.

- Your retirement benefit from the DCC Component is generally based on your service with and your compensation from the Company earned on and after December 31, 2016, and your service with and compensation from Dow Corning Corporation (and other participating employers in the DCC ERP) earned before December 31, 2016.
- In general, your benefits under the Plan become vested upon your completion of 5 years of Vesting Service or upon reaching age 65 while still employed by the Company.
- Unless you elect otherwise, your pension benefit will be paid as an annuity. However, subject to certain Internal Revenue Service (“**IRS**”) rules, you may elect to receive your benefits in one of the other forms available under the DCC Component.
- If you vest in your benefit under the DCC Component but die before commencing your benefit, your surviving spouse or domestic partner and children under age 23 may be eligible for a death benefit.
- Your benefits are not subject to federal income tax until they are paid to you.
- You may make a claim for benefits under the Plan under the Plan’s claims procedures. If your claim is denied in whole or in part, you may appeal the denial under the Plan’s review procedures.

Important Notes

- The terms of the Plan and your rights and obligations under the Plan are set forth in a lengthy Plan document. Appendix J, containing the DCC Component, is a part of the Plan document. This SPD is only a summary of the most significant aspects of the Plan document and is not designed to be comprehensive. If the language in this SPD, or any oral or written representation made by anyone regarding the Plan, conflicts with the provisions of the Plan document, the language in the Plan document will prevail.
- As noted above, Appendix J to the Plan document, containing the DCC Component of the Plan, was most recently restated effective January 1, 2017. The restated Plan document supersedes all earlier amendments and restatements of the Plan.
 - If you terminate employment with the Company and commence your benefit under the DCC Component of the Plan on or after January 1, 2017, the amount of your retirement benefit, death benefit or other benefit under the Plan will be determined

under the January 1, 2017, restatement (unless the Plan specifically requires a different effective date).

- If you terminated employment with the Company on or before December 31, 2016, you may not be credited with additional service under the DCC Component after that date, and the amount of your vested accrued benefit under the DCC ERP is determined pursuant to the terms of the DCC ERP in effect on the date of your retirement, death or other termination of employment, as reflected in the Plan Administrator's records on December 31, 2016. The administrative provisions in the most recent restatement of Appendix J of the Plan document (effective January 1, 2017) generally apply to you, however.
 - If you terminated employment with the Company and commenced your benefit on or before December 31, 2016, please note this SPD may not fully describe the rules applicable to you.
- Your participation in this Plan is not a guarantee or contract of employment.

ERISA INFORMATION

Name of the Plan:	Dow Employees' Pension Plan This SPD describes the DCC Component, set forth in Appendix J of the Plan document.
Sponsor:	The Dow Chemical Company 2030 Dow Center Midland, MI 48674
Participating Employers:	You may not participate in the DCC Component of the Plan unless your employer or former employer is a " Participating Employer. " The Participating Employers of the DCC Component are Dow Corning Corporation, Dow Corning Compound Semiconductor Solutions, LLC, and Dow Corning STI, Inc. If you were an employee of a Participating Employer and were participating in the Dow Corning Corporation Employees' Retirement Plan on December 31, 2016, you may be eligible to accrue benefits under the DCC Component of the Plan.
Company:	The Dow Chemical Company, the Participating Employers, and all related companies are referred to in this SPD as the " Company. "
Type of Plan:	Defined Benefit Pension Plan
Plan Administrators:	The Plan Administrators are the Global Benefits Director; the North America Retirement Programs Leader; and other persons, groups, or entities that may be designated as Plan Administrators in accordance with the terms of the Plan. The address and telephone numbers for the Plan Administrators are: Dow North America Benefits P.O. Box 2169 Midland, MI 48641-2169 Telephone Numbers For Active Employees: (877) 623-8079 For Former Employees: (800) 344-0661

The Plan is administered by the Plan Administrators, with the assistance of outside recordkeepers, actuaries and third-party administrators.

Sponsor's Employer Identification Number: 38-1285128

Plan Number: 001

Normal Retirement Age: 65

To Apply For a Benefit: Contact the Dow Benefits Service Center:
For Active Employees: (877) 623-8079
For Former Employees: (800) 344-0661

To Appeal a Benefit Determination: Retirement Board
c/o Pension Plan Manager (DEPP)
The Dow Chemical Company
P.O. Box 2169
Midland, MI 48641-2169

Trust and Plan Trustee: The trust for the Plan is the Dow Employees' Pension Plan Trust (the "Trust").
The trustee of the Trust is:
Northern Trust
50 South LaSalle
Chicago, Illinois 60603

To Obtain Further Information: Contact the Dow Benefits Service Center:
For Active Employees: (877) 623-8079
For Former Employees: (800) 344-0661

Agent for Service of Legal Process: General Counsel
The Dow Chemical Company
2030 Dow Center
Midland, MI 48674
Legal process may also be served on a Plan Administrator or the Trustee.

Plan Year: January 1 – December 31

Funding and Plan Expenses:

Benefits under the Plan are paid by the Trust and are funded with contributions to the Trust by Dow and the Participating Employers. The amount of the contributions made to the Trust is actuarially determined. Dow, Participating Employers, or the Trust pay the administrative costs of the Plan.

ERISA:

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

ELIGIBILITY & PARTICIPATION

Who is eligible to participate in the DCC Component of the Plan?

- You are generally eligible to participate in the DCC Component if you were employed by Dow Corning Corporation (or another participating employer in the DCC ERP) on September 30, 2016, **and** you were still employed by the Company on and after December 31, 2016. If you are eligible to participate in the DCC Component, you automatically began participating in the Plan when the DCC ERP merged into the Plan on December 31, 2016, and you will continue to accrue benefits under the DCC Component only as long as you remain continuously employed by a Participating Employer.
- You are **not** eligible to participate in the DCC Component if you were first hired or rehired by DCC or a Participating Employer on or after October 1, 2016.
- **Hemlock Semiconductor Employees:** Notwithstanding the above, employees of Hemlock Semiconductor Corporation or Hemlock Semiconductor, LLC, who were participating in the DCC ERP on December 31, 2016, may not accrue any additional benefits under the DCC Component on or after December 31, 2016. See “Special Rules for Hemlock Employees” below for more information.
- **Rehire:** If you participated in the DCC ERP during a prior period of employment with Dow Corning Corporation (or another Participating Employer), and you are rehired by a Participating Employer on or after October 1, 2016, you will not resume participating in the DCC Component after your rehire, and you will not accrue any additional benefits under the DCC Component during your post-rehire period of employment.

Eligibility and participation for employees hired before October 1, 2016

Employees of DCC, and employees of participating employers in the DCC ERP, who were hired before October 1, 2016, were eligible to participate in the DCC ERP and were automatically enrolled in the DCC ERP on the first day they were actively at work, unless the employee was:

- a nonresident alien who received no earned income from sources within the United States;
- a person who was actively covered by any other pension or retirement plan (other than the Dow Corning Corporation Employees’ Capital Accumulation Plan, Dow Corning Non-Qualified retirement plans or Social Security) maintained or contributed to by DCC or any other employer that had adopted the DCC ERP, or any division, subsidiary, or affiliated entity of DCC or an adopting employer;
- a union employee whose retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement specifically provided for coverage under the DCC ERP;
- a person (a) participating in a student employment program (including a co-op or intern), (b) characterized by DCC or an adopting employer as a project worker, or (c) on leave or vacation from another employer;

- a person who was classified by DCC or an adopting employer as not an “Employee” (as defined in the plan document for the DCC ERP), even if it is later determined that the classification was not correct; or
- a leased employee.

If you were an employee of an entity that was acquired by DCC or by another employer that adopted the DCC ERP, you were not eligible for the DCC ERP unless specifically authorized by DCC or an adopting employer. Please review Appendix J of the Plan document for more information regarding eligibility of employees of acquired entities.

When does my participation end?

Your participation in the DCC Component will end on the earlier of (a) the date you have terminated your employment and been paid all of your benefits under the DCC Component or (b) upon your death.

What happens if I am rehired by the Company at a future date?

If you participated in the DCC ERP or are participating in the DCC Component of the Plan, terminated or terminate employment at any time, and were rehired or are rehired in the future by a Participating Employer on or after October 1, 2016, the following rules apply to you:

- you will not resume participation as an active participant in the DCC Component upon rehire, and your benefit under the DCC Component will not be increased for any service you perform after you were rehired; and
- you will accrue vesting service, as described below, during your reemployment.

If you started receiving benefit payments from the Plan in one of the annuity forms before you are rehired, or if you continue working past age 65, your benefit payments will be suspended for any calendar month in which you complete 40 or more hours of service. You will be notified that your benefit payments have been suspended for the period of suspension after your Normal Retirement Date. If you were rehired before October 1, 2016, you continue to earn benefits under the DCC Component while you work. When your employment later ends, you will have the opportunity to make new elections as if you had not previously begun to receive benefits. Your benefits will be offset by the actuarial equivalent of any payments you received before your final retirement. In any event, your benefit on your subsequent termination will not be less than your benefit on any rehire date.

If you are rehired on or after October 1, 2016, your benefit will be suspended and recalculated as described above. However, because you will not resume participating in and accruing additional service under the DCC Component upon your rehire, the only adjustment to your benefit will be to reflect your increased age and, perhaps, your adjusted early retirement reduction factor. The practical effect is that, in many cases, when you terminate employment with the Company and resume benefit payments, the DCC Component payments may not change. However, you will accrue additional pension benefits under the PPA Component, subject to the rehire provisions of the Plan.

Notwithstanding the above, if you were receiving benefit payments from the DCC ERP on June 1, 2016, and you were actively employed by Dow or a company that was a related company of Dow on June 1, 2016, the suspension of benefits rules described above will not apply, and your benefit payments will continue to be paid in the amount and form you previously selected.

In addition, if you are hired or rehired by Hemlock Semiconductor Operations LLC (as successor to Hemlock Semiconductor Corporation) or Hemlock Semiconductor, LLC (or any affiliate or successor company) on or after December 31, 2016, you will not participate in the DCC Component or earn any additional benefits under the DCC Component. See “Special Rules for Hemlock Employees” below for more information.

VESTING

When do my retirement benefits vest?

“Vesting” refers to your benefit becoming nonforfeitable. This means that you have a right to your retirement benefit after you terminate employment with the Company, regardless of the reason for your termination. If you participate in the DCC Component, your retirement benefit becomes 100% vested after you complete **five years** of “**Vesting Service**.” You generally earn one year of Vesting Service for each Plan Year in which you complete 1,000 hours of service.

Vesting Service includes service with the Company and may include service as a leased employee and service with predecessor employers (as described in Appendix J of the Plan document). Pre-acquisition service has been granted for purposes of years of Vesting Service in connection with the following acquisitions: Gannon Electrical Service, Inc., M & E Services, Inc., Multibase, Inc., Tyco Electronics Power Materials Business Unit – Menlo Park, CA, facility, Sterling Semiconductor, Inc., and Wickhen Products, Inc.

You will also become 100% vested if you are still working for the Company when you reach age 65, if you are not already 100% vested when that occurs.

If you terminate employment with the Company before vesting, your retirement benefit is forfeited. However, if you did not vest during your first period of employment, and are later rehired by the Company, you will resume accruing Vesting Service, and your benefit attributable to your earlier period of employment may be restored.

What is an hour of service and how do I earn them?

An hour of service is an hour during a Plan Year for which you are paid or entitled to payment of compensation for the performance of services with the Company. Each overtime hour is counted as one hour for this purpose. If you are a salaried employee, you are credited with 190 hours of service for each month in which you have at least one hour of service. If you are an hourly employee, you are credited with your actual hours of service. See Appendix J of the Plan document for rules that applied prior to January 1, 2017.

You also receive credit for up to 501 hours of service for each single period during which you are paid but perform no duties on account of vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military service, or other similar reasons (if you receive pay from the

Company for those hours), even if employment terminates. Hours of service also include hours for which back pay has been awarded or agreed to by your employer, calculated in accordance with Department of Labor regulations. However, hours of service do not include periods during which you are paid but perform no duties if you are compensated solely as required by workers' compensation, unemployment compensation, or disability insurance laws.

You may receive credit for an hour of service only once, even if it falls under more than one of the categories above. If you are a salaried employee, you are credited with 190 hours of service for each month in which you have at least one hour of service.

Do I accrue vesting service when I am on a leave of absence?

Yes, in certain circumstances. See the "Leaves of Absence" section beginning on page 26.

CALCULATING YOUR BENEFIT

Your benefit under the DCC Component differs depending on whether you are a "**Pre-2006 Participant**" or a "**Post-2005 Participant**."

- **Pre-2006 Participant** means a participant in the DCC Component who had at least one hour of service before January 1, 2006, as an employee of a participating employer in the DCC ERP. A Pre-2006 Participant also means a participant who became localized to the United States before January 1, 2006, but did not have an hour of service until after January 1, 2006, as an employee of a participating employer in the DCC ERP.
- **Post-2005 Participant** means a participant in the DCC Component whose first hour of service as an employee of a participating employer in the DCC ERP occurred on or after January 1, 2006, but before October 1, 2016.

What is the amount of the normal retirement benefit I will receive if I begin receiving payment at my Normal Retirement Age?

Your "**Accrued Benefit**" is the amount of your benefit expressed as an annuity payable monthly for your lifetime that is paid to you if you retire at your "**Normal Retirement Age**" (age 65).

Accrued Benefit for Pre-2006 Participants

If you are a **Pre-2006 Participant**, your Accrued Benefit is equal to 1.6% times your years of "**Credited Service**" ("CS") times your "**Average Pensionable Compensation**" ("AC"), *minus* your "**Social Security Offset**." The Social Security Offset is equal to 1.6% times your years of Credited Service ("CS") times your **Estimated Social Security Benefit** ("SS").

When expressed as a formula, the calculation above is:

$$(0.016 \times CS \times AC) - (0.016 \times CS \times SS)$$

Accrued Benefit for Post-2005 Participants

If you are a **Post-2005 Participant**, your Accrued Benefit is equal to your years of “**Credited Service**” (“CS”), times 1%, times your “**Average Pensionable Compensation**” (“AC”).

When expressed as a formula, the calculation above is:

$$0.01 \times CS \times AC$$

Definitions of relevant terms appear below:

- **Credited Service** (“CS”) is calculated in increments of 195 hours of service. (The definition of hour of service appears above in the “Vesting” section.) Each 195 hours of service that you work will be counted as 1/10th of a year of Credited Service. A maximum of 1,950 hours—or one full year of Credited Service—will be considered toward your benefit calculation each calendar year. At the discretion of the Plan Administrator, and solely for purposes of determining the reduction of benefits under the applicable early retirement factor, some employees receive additional Credited Service for time they worked for an acquired company before a Participating Employer or a related company acquired such company. For more information, contact the Plan Administrator.
- **Average Pensionable Compensation** (“AC”) is calculated using an average of your earnings with the Company on and after December 31, 2016 (and with Dow Corning Corporation and other participating employers in the DCC ERP before December 31, 2016). Earnings for this purpose include your base pay and straight time portion of overtime pay. Earnings also include certain annual bonuses, including awards under the Dow Performance Award Program, factored at one times your target amount for the calendar year, based on your level, regardless of the amount actually paid. Earnings additionally include merit awards granted in lieu of a merit increase, elective contributions and deemed elective contributions to a cafeteria health plan that are excluded from gross income, and compensation paid within two and a half months after employment terminates.

Earnings that are not included in your AC include overtime premiums, relocation allowances, disability payments, foreign service allowances, shift allowance payments, recognition awards, long-term incentives, and promotion awards.

The maximum earnings that may be taken into account for your AC is \$270,000 annually for 2017 (the IRS may increase this limit for inflation in later years).

Your AC is initially determined as an annual amount but is converted to a monthly amount for purposes of calculating your benefit.

- If you are a *Pre-2006 Participant*, your AC is the average of your highest 3 consecutive annual earnings, either based on the highest 3 calendar years within your last 10 years, or your final 3 years ending on your retirement date, whichever is greater.

- If you are a *Post-2005 Participant*, your AC is the average of your highest 5 consecutive annual earnings, either based on the highest 5 calendar years within your last 10 years, or your final 5 years ending on your retirement date, whichever is greater.
- **Estimated Social Security Benefit** (“SS”) is an estimate of the Social Security benefit you might receive, based solely on your compensation from the Company. You may elect to have your Estimated Social Security Benefit based instead on your actual wage history; however, the Plan cannot tell you in advance whether submitting your actual wage history will increase or decrease the benefit payable to you from the Plan. You will receive a notice about this option when you terminate employment.

May I begin my benefit before reaching Normal Retirement Age?

You may begin receiving your benefit before your Normal Retirement Age (age 65) under certain circumstances, although your monthly benefit may be reduced to reflect the longer period over which your benefit is paid. The reduction depends on your age and service at the time you want benefits to begin. The formulas for calculating early retirement benefits appear below. Capitalized terms that are not in bold are defined above under “What is the amount of my normal retirement benefit?” Definitions of capitalized terms that appear in bold and quotation marks are included below.

Early Retirement Benefits for Pre-2006 Participants:

If you are a **Pre-2006 Participant**, you are eligible for early retirement if you terminate employment after you reach age 50 with at least 10 years of Credited Service. You may elect to receive your benefit in one of these alternative distribution methods:

- **Level Benefit:** This alternative is intended to provide you the same monthly payment from the Plan throughout your retirement, both before and after you are eligible for Social Security benefits. Your benefit under this is equal to your Accrued Benefit, adjusted to reflect commencement before age 65. The monthly amount payable to you as a single life annuity is equal to: 1.6% times your years of Credited Service (“CS”) times your Average Pensionable Compensation (“AC”) times your “**Pre-2006 Participant Early Retirement Factor**” (“ERF”), *minus* your Social Security Offset, which is equal to 1.6% times your years of Credited Service (“CS”) times your Estimated Social Security Benefit (“SS”) times your “**Social Security Reduction Factor**” (“SSRF”).

When expressed as a formula, the calculation above is:

$$(0.016 \times CS \times AC \times ERF) - (0.016 \times CS \times SS \times SSRF)$$

The amount determined above is subject to further adjustment if you elect a form of payment other than a single life annuity. For more information, please refer to the “Payment of Your Benefit - Forms of Payment” section beginning on page 18.

- **Level Income Option:** This alternative is available only if you have not yet reached age 62. It provides an increased monthly benefit during your lifetime up to age 62, and then a

lesser monthly amount when you reach age 62, when you can begin to receive Social Security. It is intended to provide you with monthly amounts that, when combined with Social Security, are level before and after age 62. Any amount payable to your beneficiary after your death is determined as if you had not selected this level income option.

Pre-62 Benefit Payment Calculation

To calculate the monthly benefit you would receive before age 62 under this alternative, add (a) your Accrued Benefit, reduced to reflect early commencement and any adjustment required for the form of payment you elect (as described below under “Payment of Your Benefit - Forms of Payment”) plus (b) your Estimated Social Security Benefit, which is reduced to reflect early commencement by multiplying the Estimated Social Security Benefit by the applicable percentage below:

Age at Commencement	Reduction Factor	Age at Commencement	Reduction Factor
62	80.00%	55	50.00%
61	73.33%	54	46.67%
60	66.67%	53	43.33%
59	63.33%	52	40.00%
58	60.00%	51	36.67%
57	56.67%	50	33.33%
56	53.33%		

Post-62 Benefit Calculation

Your monthly benefit after age 62 under this alternative is calculated by subtracting 80% of your full Estimated Social Security Benefit from your pre-age 62 monthly benefit amount. If your benefit payments after age 62 are less than \$15 per month, you may not choose the level income option.

- **Basic Option:** This alternative is also available only if you have not yet reached age 62. Unlike the level income option, however, it is not intended to provide a completely level income before and after age 62. This option provides a lifetime monthly annuity that gives you a higher benefit before you reach age 62 and a reduced benefit after age 62. As with the level income option, any payment that may be payable to your beneficiary after your death is determined as if you had not selected this basic option.

Pre-62 Benefit Calculation

Under this option, your benefit before age 62 equals 1.6% times your years of Credited Service (“CS”) times your Average Pensionable Compensation (“AC”) times your “**Pre-2006 Participant Early Retirement Factor**” (“ERF”). When expressed as a formula, the calculation is:

$$(0.016 \times CS \times AC \times ERF)$$

Post-62 Benefit Calculation

Your monthly benefit after age 62 is equal to your pre-62 monthly benefit *minus* 1.6% times 80% of your Estimated Social Security Benefit times your years of Credited Service. When expressed as a formula, the calculation is:

$$\text{Pre-62 Benefit} - (0.016 \times 0.80 \times \text{SS} \times \text{CS})$$

▪ **Defined Terms for Pre-2006 Participants:**

- *Pre-2006 Participant Early Retirement Factor* (“ERF”) is the percentage calculated by subtracting from 100% the product of 0.50% times the number of months your first early retirement benefit payment precedes the last day of the month following the month in which you would achieve the earlier of the following: (a) completion of 85 points or (b) attainment of age 60 with 10 years of Credited Service. (Remember that you earn two points each year you are employed: one for age and one for service.)

As an example, if you are exactly age 50 with 10 years of Credited Service, you are 12.5 years (150 months) away from having 85 points, and you are 10 years (120 months) away from attaining age 60 with 10 years of Credited Service. Your ERF would therefore be 100% minus 0.50% times 120 months, or 40%.

If you already have at least 85 points, or you are at least age 60 and have 10 years of service, you can receive an unreduced early retirement benefit under the level benefit option.

- *Social Security Reduction Factor* (“SSRF”) means the percentage calculated by subtracting from 100% the product of 0.555% times the number of months you are retired before you reach age 65, up to 60 months, plus 0.278% times the number of months over 60 that you are retired before you reach age 65.

Early Retirement for Post-2005 Participants:

If you are a **Post-2005 Participant**, you are eligible for early retirement if you terminate employment after you reach age 55 and have at least 10 years of Credited Service. Your early retirement benefit equals 1% times your Credited Service (“CS”) times your Average Pensionable Compensation (“AC”) times your “**Post-2005 Participant Early Retirement Factor**” (“ERF”). The formula is $0.01 \times \text{CS} \times \text{AC} \times \text{ERF}$.

Post-2005 Participant Early Retirement Factor is the percentage calculated by subtracting from 100% the product of 5% times the number of years and partial years by which your age is less than 65. The formula is $100\% - (5\% \times (65 - [\text{age}]))$.

For example, if you retire at age 60, the Post-2005 Participant Early Retirement Factor is $100\% - (5\% \times (65 - 60))$, or 75%.

The Level Income Option and Basic Option are not available to Post-2005 Participants.

What if I vest in my benefit but terminate employment before I am eligible for early retirement?

If you earn enough service to vest in your benefit, but you terminate employment before reaching the age and service criteria required for the early retirement benefits described above, you are eligible for a deferred vested benefit. You must begin your benefit at age 65, or at an earlier age, provided that you meet the criteria for early commencement. If you are a Pre-2006 Participant with at least 10 years of Credited Service, you become eligible for early commencement once you reach age 50. If you are a Post-2005 Participant with at least 10 years of Credited Service, you qualify for early commencement once you reach age 55. Regardless of whether you are a Pre-2006 Participant or a Post-2005 Participant, if you terminated employment before earning 10 years of Credited Service, then you may not commence your benefit until your Normal Retirement Date. If you meet the criteria for early commencement, and you begin your benefit before age 65, your benefit will be reduced using the factors set forth below (which are different from the early retirement factors described above).

Deferred Vested Benefit Calculation for Pre-2006 Participants

If you are a **Pre-2006 Participant**, your early retirement deferred vested benefit is equal to 1.6% times your years of Credited Service (“CS”), times your Average Pensionable Compensation (“AC”), times your **“Deferred Vested Early Retirement Factor”** (“DVERF”), with the resulting amount reduced by your Social Security Offset. The Social Security Offset is equal to 1.6% times your years of Credited Service (“CS”) times your Estimated Social Security Benefit (“SS”) times your Social Security Reduction Factor (“SSRF”). When expressed as a formula, the calculation is:

$$(0.016 \times CS \times AC \times DVERF) - (0.016 \times CS \times SS \times SSRF)$$

The Level Income Option and Basic Option are not available to Deferred Vested Participants.

Deferred Vested Benefit Calculation for Post-2005 Participants

If you are a **Post-2005 Participant**, your early retirement deferred vested benefit is 1% times your Credited Service (“CS”) times your Average Pensionable Compensation (“AC”) times your **“Deferred Vested Early Retirement Factor”** (“DVERF”). When expressed as a formula, the calculation is:

$$0.01 \times CS \times AC \times DVERF$$

Deferred Vested Early Retirement Factor, for both Pre-2006 Participants and Post-2005 Participants, is 100% at age 65 and is reduced by 0.555% for each month of the first 60 months that you retire before you reach age 65, and 0.278% for each of the next 60 months you are retired before you reach age 65.

PAYMENT OF YOUR BENEFIT - TIMING

Your benefit may be paid on, after, or before your Normal Retirement Date, depending on when you terminate employment and when you elect to have your benefit commence. The date as of

which you begin your benefit is referred to as your “benefit commencement date.” This section describes when you may begin your benefit and the procedure to follow in order to start payment of your benefit.

What is my Normal Retirement Date under the Plan?

Your “**Normal Retirement Date**” is the date on which you attain age 65. The qualifications to commence an early retirement benefit or deferred vested benefit, if you terminate employment with the Company before your Normal Retirement Date, are discussed above under “Calculating Your Benefit.” If you are still working for the Company on and after your Normal Retirement Date, you may commence your benefit only as a late retirement benefit and only after you terminate employment with the Company.

May I begin my benefit while I am employed by the Company?

No, you may not begin your DCC Component benefit while you are employed by the Company.

What is my benefit commencement date?

Your benefit commencement date is the date as of which your benefit is calculated, and is the date as of which your payment begins. In some cases, payment of your benefit could be delayed for a short time after your benefit commencement date to provide the Plan with time to process your paperwork and include your final pay in your benefit calculation. Please note that although the benefit commencement date is the first day of a month, payments from the Plan are typically issued on the last day of the month.

What benefit commencement dates are available?

Early Retirement Benefit: The benefit commencement date can be the first day of any month after you become eligible for early retirement and have terminated employment, but not before the month following the month in which you last receive payment for sickness, accident, or disability at the Company’s expense.

Deferred Vested Retirement Benefit: If you terminate employment prior to eligibility for early retirement, but have at least 10 years of Credited Service, the benefit commencement date can be the first day of any month after you satisfy the age criteria applicable to your benefit formula (*i.e.*, age 50 for Pre-2006 Participants and age 55 for Post-2005 Participants). If you have fewer than 10 years of Credited Service when you terminate employment, you must wait to commence until the first day of the month following your Normal Retirement Date.

Normal Retirement Benefit: The benefit commencement date is the first day of the month following your Normal Retirement Date if you have terminated employment with the Company on or before that date.

Late Retirement Benefit: The benefit commencement date is the first day of the month following the date you terminate your employment with the Company.

Small Benefit Cash Outs: See “Special Rules for Small Benefits” below for more information about the timing of payment of vested benefits of \$15,000 or less.

Other rules for the timing of your benefit payments:

- The Internal Revenue Code requires that you begin your benefit by April 1 of the calendar year following the calendar year in which you reach age 70½, unless you are still working for the Company.
- If you continue to work for the Company beyond age 70½, you may not receive your DCC Component benefit while you are still working. Your DCC Component benefit will be paid after you terminate employment.

How do I begin my benefit?

1. *Request a Transitions Kit.* In order to receive your benefit, you must request a Transitions Kit from the Service Center. You should make your request 90 days before the date you wish your benefit to be paid.

- Your Transitions Kit will include estimates and information about the optional forms of payment available to you, as well as election forms.
- You will be required to complete the applicable forms and provide the documents listed in the Transitions Kit (for example, proof of your marriage or domestic partnership, if applicable) before your benefit commencement date.
- If you have a domestic partner, you must make sure the Plan Administrator has a domestic partner statement on file that meets the Plan’s requirements and proof of your domestic partner’s date of birth, if required. See the section below on “Domestic Partnerships” for more information on marriage and domestic partnership under the Plan.

2. *Complete and return the forms.* You must return the completed forms and accompanying documentation to the address shown in the Transitions Kit no later than your benefit commencement date. Your required forms and documentation, as outlined in your Transitions Kit, must be legible and complete as determined by the Plan Administrator, and you must submit the forms to the Plan Administrator.

In *extremely rare* circumstances, your benefit commencement date may be earlier than the date on which you submit your completed forms and documentation. This may occur, for example, if you make a good faith effort to complete the forms and provide the required documentation by the deadline set forth in your Transitions Kit, but you are unable to do so through no fault of your own. The Plan Administrator will, in its sole discretion, determine whether these circumstances have been met based on the facts of each particular case. (For example, an extension would likely not be granted if you fail to submit all required documentation by the deadline because you waited too long to request a copy of your birth certificate.)

You should carefully consider the form of payment you elect. ***You may not change your form of payment or your beneficiary after your benefit commencement date.***

3. *Commencement immediately after you terminate employment.* If you plan to commence your benefit immediately upon your termination of employment, you should request a Transitions Kit from the Service Center approximately 90 days before the date you anticipate terminating employment. A Transitions Kit will be prepared for you based on the first available benefit commencement date following your proposed termination date.

4. *Later commencement.* When you wish to begin your benefit, you should request a Transitions Kit from the Service Center 90 days before the date you want your benefit to commence. If you do so, a Transitions Kit will be prepared for you based on the first available benefit commencement date following the date you contact the Service Center.

5. *Administrative delay.* Your benefit payments may be delayed for a short period after your benefit commencement date, in order to allow time for proper processing of your paperwork and in some cases to include your final pay in the calculation. You will receive payments retroactively back to your benefit commencement date.

PAYMENT OF YOUR BENEFIT - FORMS OF PAYMENT

You may receive your benefit in one of the annuity forms for which you may be eligible under the DCC Component. If you elect an annuity other than a single life annuity, except where indicated it will be the actuarial equivalent of the benefit payable as a single life annuity. “**Actuarial equivalent**” means an equivalent amount, using the Plan’s conversion factors which take into account the fact that you receive payments over a different period of time or in a different manner than you would under the normal timing and form of benefit rules under the DCC Component. For more information about the Plan’s conversion factors, please contact the Plan Administrator.

The various forms of payment, and the rules for electing a different form of benefit, are described in this section. You will receive a comparison of the optional forms available, including the amount payable under each form, in your Transitions Kit.

What are the optional forms of payment under the Plan?

The following distribution options are available for vested participants for whom the actuarial present value of their Accrued Benefit is greater than \$15,000 on the benefit commencement date. For participants whose benefit has an actuarial present value of \$15,000 or less, see “Special Rules for Small Benefits.” Once an option is elected and your benefit commencement date has passed, it is irrevocable. You may wish to consult with a tax advisor regarding your distribution options.

1. Single Life Annuity

Under the single life annuity form of payment, you receive monthly payments during your life, and payments end when you die. Nothing is paid to your estate or another beneficiary after your death.

2. Joint and Survivor Annuity

You receive monthly payments during your life. If you die before your beneficiary, payments will be made to your beneficiary for the rest of his or her life. You may designate your spouse, domestic

partner, or any children under age 23 as your beneficiary; this form of payment is only available if you are married, in a domestic partnership, or have children under age 23 when your benefits begin. If you have a spouse or domestic partner and you both die, the monthly benefit will continue to be paid to any children, in equal portions, who have not reached age 23. When a child reaches age 23, his or her portion will be distributed among the remaining children, if any, who have not yet reached age 23.

You may choose from the following survivor options. If you do not have a spouse or domestic partner, only the 50% Joint and Survivor Option is available for your children.

- *50% Joint and Survivor Option:* Your benefit is reduced by 6% from the amount you would receive if you elected the single life annuity. The monthly amount payable for the life of your beneficiary after your death will be 50% of the monthly amount payable during your life.

If your spouse or domestic partner is more than 5 years older or younger than you, the 6% reduction is further adjusted. Your benefit is further reduced by $\frac{1}{2}\%$ for each year by which your spouse or domestic partner is more than five years younger than you, and your benefit is increased by $\frac{1}{2}\%$ for each year by which your spouse or domestic partner is more than five years older than you, up to a maximum of 17 years older than you.

- *75% Joint and Survivor Option:* Your benefit is reduced by 10% from the amount you would receive if you elected the single life annuity. The monthly amount payable for the life of your spouse or domestic partner after your death will be 75% of the monthly amount payable during your life.

If your spouse or domestic partner is more than 5 years older or younger than you, the 10% reduction is further adjusted. Your benefit is further reduced by $\frac{1}{2}\%$ for each year by which your spouse or domestic partner is more than five years younger than you, and your benefit is increased by $\frac{1}{2}\%$ for each year by which your spouse or domestic partner is more than five years older than you, up to a maximum of 25 years older than you.

This option is not available if you are not married and do not have a domestic partner.

- *100% Joint and Survivor Option:* Your benefit is reduced by 14% from the amount you would receive if you elected the single life annuity. The monthly amount payable for the life of your spouse or domestic partner after your death will be 100% of the monthly amount payable during your life.

If your spouse or domestic partner is more than 5 years older or younger than you, the 14% reduction is further adjusted. Your benefit is further reduced by $\frac{1}{2}\%$ for each year by which your spouse or domestic partner is more than five years younger than you, and your benefit is increased by $\frac{1}{2}\%$ for each year by which your spouse or domestic partner is more than five years older than you, up to a maximum of 33 years older than you.

This option is not available if you are not married and do not have a domestic partner.

- *10 Year Certain and Life Option:* This is a monthly annuity payable for your lifetime, which guarantees that at least 120 payments will be made to you or your beneficiary. If you die before 120 payments are made to you, your beneficiary will receive monthly survivor payments until a total of 120 payments are made, including any payments you have already received. Compared to the single life annuity, there is a 5% reduction in the monthly amount you or your beneficiary will receive with this option.

The following are additional notes about the above options:

- If you elect a joint and survivor annuity and your beneficiary dies before your benefit commencement date, your election is canceled and you may make a new election.
- If you elect a joint and survivor annuity and your beneficiary dies before you but *after* your benefit commencement date, your election and the amount of your benefit will not change upon your beneficiary's death, and no benefits will be payable after your death.
- If you begin receiving your benefit as a joint and survivor annuity, your beneficiary at the time your benefit begins is entitled to the survivor annuity even if you are later separated or divorced or end your domestic partnership.

What form of payment will I receive if I do not elect a form of payment?

If you are not married when your benefit begins, your benefit will be paid as a single life annuity, unless you elect otherwise.

If you are married when your benefit begins, the default form of payment is a 50% joint and survivor annuity. You may elect one of the other distribution options described above, however. If you would like to elect any other form of benefit, you may do so only with your spouse's notarized consent. Spousal consent forms are provided in your Transitions Kit.

It is important to note that the term "spouse" includes a same-sex spouse to whom you are lawfully married. A domestic partner of either gender, however, is not a "spouse" for purposes of these spousal consent provisions.

Who is my spouse for purposes of these rules?

A spouse is generally defined as your lawful spouse – generally, based on the law of the jurisdiction in which the marriage was entered into – to whom you are married on your benefit commencement date. Your marriage must be formalized by a marriage license for it to be recognized by the Plan. Note that, in accordance with guidance issued by the IRS and the Department of Labor, a domestic partner is *not* considered a spouse for all purposes of the Plan.

Who is my domestic partner for purposes of these rules?

Your domestic partner is your domestic partner on your benefit commencement date. In order for the Plan to recognize your domestic partner, you must have a signed domestic partner statement acceptable to the Plan Administrator on file with the Plan Administrator. See the section on "Domestic Partnerships" below.

Who is my child for purposes of these rules?

Your child is you or your spouse's living, natural or legally adopted child who:

- If your natural child, was born either prior to or within nine months of your death;
- If adopted, whose adoption was final on or prior to the date of your death; and
- If a naturally born or legally adopted child of your spouse, is living in a family relationship in your household on the date of your death.

Who is my beneficiary if I die after beginning my benefit?

If you elected a lump sum or a single life annuity, no benefits are payable to anyone upon your death.

If you elect a joint and survivor annuity, benefits will be paid to your designated beneficiary after your death, if he or she survives you. If he or she does not survive you, no benefits will be paid after your death.

What is the tax treatment of distributions from the Plan?

In general, all distributions that you receive from the Plan are taxable income and are subject to income tax and withholding when you receive payment.

SPECIAL RULES FOR SMALL BENEFITS

What happens if my vested benefit is \$1,000 or less?

If the actuarial present value of your vested benefit is \$1,000 or less, after your termination of employment you will promptly receive a lump sum payment of that value, regardless of whether you have applied for a benefit. No other timing or form of benefit is available, and neither your consent nor your spouse's consent is required for this distribution.

What options do I have if my vested benefit is more than \$1,000 but does not exceed \$15,000?

If the actuarial present value of your vested benefit is greater than \$1,000 but does not exceed \$15,000, you may commence your benefit at any time until your Normal Retirement Date. If you commence your benefit upon reaching your Normal Retirement Date or your early retirement date, you may select any of the optional forms available to those with benefits greater than \$15,000, or you may elect to receive your benefit in a single lump sum distribution of the entire amount as one payment. If you choose to receive payment of your benefit prior to your early retirement age, you may receive your benefit in one of the following forms:

- A lump sum payment; or
- An annuity:
 - If you are unmarried, the annuity will be a single life annuity;

- If you are married, you may choose either a 50% or 75% joint and survivor annuity with your spouse as the beneficiary (note that your spouse must consent to a 75% joint and survivor annuity—see “What form of payment will I receive if I do not elect a form of payment?” for more information about spousal consent).

Other rules if your vested benefit is \$5,000 or less:

Death: If upon your death the actuarial present value of your Accrued Benefit payable to your beneficiary is \$5,000 or less, your beneficiary will receive the benefit in a lump sum, unless the benefit is the remaining payments of a 120 months certain and life annuity payment.

QDRO: If the actuarial present value of the benefit payable to your former spouse pursuant to a qualified domestic relations order (“QDRO”) is \$5,000 or less, distribution will be made promptly. Payment to your former spouse will be made no later than your Normal Retirement Date or the date you receive a distribution of your entire vested Accrued Benefit under the Plan, whichever is earlier.

What is the tax treatment of lump sum distributions from the Plan?

In general, all distributions that you receive from the Plan are taxable income and are subject to income tax and withholding when you receive payment.

If you receive a lump sum distribution before age 59½ and you do not roll it over as described below, the distribution may be subject to a 10% additional tax unless you terminate employment with the Company at age 55 or older or on account of disability (as defined by the federal tax laws). The 10% additional tax does not apply to benefits paid to your beneficiary.

You may be able to defer taxation if your benefit is paid in a lump sum and you roll over the payment to an eligible retirement plan. (Under the federal tax laws, if your benefit is paid as an annuity, you generally may not roll it over.) See below for more information about rollovers.

Can I roll over my distribution in order to defer taxation of my benefits?

In general, you may roll over your lump sum payment in an *indirect rollover* or a *direct rollover*, each of which is described briefly below. These are not full descriptions of the rollover process, but summaries to help you understand the process. You will receive more information about rollovers and the withholding rules in your Transitions Kit.

Eligible Retirement Plan. An “eligible retirement plan” is an individual retirement account or annuity (“IRA”) or another employer’s qualified retirement plan that will accept a rollover from the Plan. For recipients other than participants and their spouses and former spouses, however, an “eligible retirement plan” may only be an IRA.

Direct Rollovers. You may elect to have your lump sum transferred directly from the Plan into a traditional IRA, eligible retirement plan, or Roth IRA that accepts your rollover distribution. If you choose to have your lump sum transferred directly to a traditional IRA or eligible retirement plan, the amount rolled over will not be taxed in the current year, and no income tax will be withheld. The amount rolled over will be taxed when you withdraw it from the traditional IRA or eligible retirement plan. If you choose to have your lump sum transferred directly to a Roth IRA, the amount rolled over will be taxed in the current year.

Indirect Rollovers. Alternatively, you may elect to receive a lump sum distribution and then roll it over yourself to an eligible retirement plan. You must make the rollover contribution to the eligible retirement plan or IRA within 60 days after you receive the lump sum distribution in order to avoid immediate taxation. This option is more complicated than the direct rollover described above, because the Plan is required to withhold federal, state and local income tax when it pays you the lump sum. Thus, in order to avoid immediate taxation on the entire distribution, you must: (1) roll over the amount you receive from the Plan *and* (2) find other money (e.g., from your personal savings) to replace the 20% that the Plan was required to withhold, so that the total amount that you rollover is 100% of the lump sum distribution. If you roll over only the 80% that you received from the Plan, you will be taxed immediately on the amount that the Plan was required to withhold.

PRE-COMMENCEMENT DEATH BENEFITS

If your benefit is vested and you die before beginning your retirement benefit, your benefit will be paid to your beneficiary as described below. If you die before your benefit becomes vested, no benefits will be payable.

Who is my beneficiary for purposes of preretirement death benefits?

If you are entitled to a death benefit under the Plan, your beneficiary will be determined as follows:

- If you are ***married or in a domestic partnership*** on your date of death, your beneficiary will be your spouse or domestic partner.
 - A spouse is generally defined as your lawful spouse (generally, based on the law of the jurisdiction in which the marriage was entered into). In order for the Plan to recognize your domestic partner, you must have a signed domestic partner statement acceptable to the Plan Administrator on file with the Plan Administrator. See the section on “Domestic Partnerships” below.
 - *Note that your marriage must be formalized by a marriage license for it to be recognized by the Plan. A domestic partner is not considered a spouse for all purposes of the Plan.*
- If you fail to designate a beneficiary or your beneficiary and all successor beneficiaries are not living on the date of your death or on any later date when benefit payments are due, your beneficiary will be your surviving spouse at the time of your death and your spouse’s estate with respect to any amount that has not yet been distributed at the time of your

spouse's death. If you are not survived by a spouse, your benefit will be paid in the following order: (1) your children, including those by adoption (if any), in equal shares; (2) your parents, in equal shares if both are living; (3) your living brothers and sisters, in equal shares; (4) your estate, if it is still under administration of probate laws; (5) those who would receive your personal property under the Michigan intestate laws.

What death benefits are payable if I die before benefit payments begin?

If you die before commencing a benefit from the Plan, death benefits will be paid as follows:

If you are vested and die while an active employee but are not yet eligible for early retirement:

- If you are married or in a domestic partnership at the time of your death, the monthly amount payable to your spouse or domestic partner is generally calculated in two steps:
 - *Step 1:* The Plan calculates a monthly benefit as of the date that would have been your Normal Retirement Date had you survived. This monthly benefit is the greater of:
 - 50% of your monthly Accrued Benefit, determined as of your Normal Retirement Date using your Credited Service and Average Pensionable Compensation as of the date of your death; or
 - The monthly benefit that would have been payable to your spouse or domestic partner under a 50% joint and survivor annuity if you had terminated employment the day before your death, survived to your Normal Retirement Date and commenced the benefit, and then died.

Your spouse or domestic partner may begin receiving the death benefit at your Normal Retirement Date, in which case there would be no reduction to reflect early commencement. If your spouse or domestic partner wishes to begin receiving the death benefit before your Normal Retirement Date, the benefit is reduced to reflect early commencement as set forth in step 2 below.

- *Step 2:* The benefit may commence as early as the last day of the month following the month in which the Participant died. The death benefit is reduced to reflect early commencement as follows:
 - If you had 10 years of Credited Service but died before reaching age 55 for a Post-2005 Participant or age 50 for a Pre-2006 Participant, the monthly benefit is the actuarial equivalent of the benefit that would have been payable at your earliest retirement date if you had survived.
 - If you had less than 10 years of Credited Service, the monthly benefit is the actuarial equivalent of the benefit that would have been payable at your Normal Retirement Date.

- If you are not married or in a domestic partnership, or your surviving spouse later dies, and you have at least one child under the age of 23 at the time of your death, the death benefit determined above is divided equally among each of your children under age 23. If you are unmarried, the amount of the benefit is calculated as if you had a spouse of the same age. When a child reaches age 23, that child's portion is distributed among your remaining children, if any, who are not yet 23. If none of your children is under age 23, all payments will stop.
- If you do not fit either scenario above, there is no pre-retirement death benefit available to you under the DCC Component.

If you become eligible for early, normal, or late retirement while an active employee:

If you become eligible to receive early, normal, or late retirement benefits under the DCC Component while in active employment and then die before beginning your benefits (even if you are not employed by the Company at your death and had deferred the start of your benefits):

- Your spouse or domestic partner will receive monthly payments for the rest of his or her life as though you had retired the day before your death and elected the 100% joint and survivor annuity. If you have at least one child under age 23 at the time of your death and you are not married, or at the time your surviving spouse or domestic partner subsequently dies, the amount determined above for the spouse or domestic partner will instead be divided equally between each of your children under age 23. When a child reaches age 23, his or her portion will be distributed among the remaining children who are under age 23.
- If you do not have a surviving spouse or domestic partner or any children under age 23, your designated beneficiary will receive an amount equal to 120 monthly payments that would have been paid to your beneficiary had you retired the day before your death with the 120 months certain and life annuity option.
- If you did not reach your Normal Retirement Date before your death, your surviving spouse may delay commencement until your Normal Retirement Date.

If you die after you have left employment with the Company, and you did not meet the early retirement criteria before you left employment:

If you left employment with the Company after vesting in your benefit but you (1) die before you attain age 50 (for a Pre-2006 Participant) or age 55 (for a Post-2005 Participant), and (2) had less than 10 years of Credited Service when you left employment:

- Your surviving spouse or domestic partner will receive 50% of the actuarial equivalent of the Deferred Vested Benefit that would have been paid to you in a single life annuity if you had survived to your earliest commencement date and commenced your deferred vested benefit as of that date. When your surviving spouse or domestic partner dies, no additional benefits are payable from the Plan on your behalf.
- If you are not married and do not have a domestic partner when you die, no death benefit is payable from the Plan on your behalf.

If you had at least 10 years of Credited Service when you terminated employment, and before your death you attain age 50 (for a Pre-2006 Participant) or age 55 (for a Post-2005 Participant):

- Your spouse or domestic partner will receive monthly payments for the rest of his or her life in an amount equal to 50% of the benefit that would have been paid to you in a single life annuity if you had commenced your benefit on the last available benefit commencement date preceding your death. However, if your spouse is more than 5 years younger than you, the benefit shall be reduced by 1/6 of 1% for each complete month by which the difference exceeds 5 years.
- If you have at least one child under the age of 23 at the time of your death and (a) you are not married, or (b) at least one child is under age 23 at the time your surviving spouse or domestic partner subsequently dies, the amount as determined above for the spouse or domestic partner will be divided equally among your children under age 23. When a child reaches age 23, his or her portion will be distributed among the remaining children, if any, who have not yet reached age 23. Once all children have reached age 23, the death benefit ends and no further benefits are payable from the Plan on your behalf.
- No other death benefits are payable with respect to terminated vested participants.

What death benefits are payable if I die after commencing my retirement benefit?

If you die after commencing your retirement benefit, a death benefit is payable only if you elected a form of benefit that provides for a death benefit (*e.g.*, a 100% joint and survivor annuity).

LEAVES OF ABSENCE

What rules apply under the Plan to leaves of absence?

The general rules that apply to paid and unpaid leaves of absence are as follows:

- *Paid leaves of absence.* You will earn Credited Service during a paid leave of absence. In addition, Vesting Service continues to grow during the paid leave of absence. You are not eligible to receive a distribution of your benefit during a paid leave of absence.
- *Unpaid leaves of absence.* You will *not* earn Credited Service or Vesting Service during an unpaid leave of absence. You are not eligible to receive a distribution of your benefit during such an unpaid leave of absence. (Note that in some cases, a prolonged unpaid leave of absence could result in a loss of Vesting Service and forfeiture of unvested benefits. See Appendix A below for more information.)

Special rules apply to military leave and family leave:

- *Military leave.* There are special laws that apply if you return to active employment after certain service with the U.S. armed forces. In general, to be eligible for these special rules, your service with the armed forces may not exceed five years, and you must promptly return to active employment with a Participating Employer after your service with the armed forces ends. If you leave employment to serve in the military and you return to a

Participating Employer while you have reemployment rights under federal law, you will be credited with Vesting Service, and you will be deemed to have earned compensation as an employee for such military service once you return to the Participating Employer. No benefits are payable while you are performing military service, with the exception of death or termination benefits to which you might otherwise be entitled.

- *Family leave.* If you take leave under Dow’s family leave policy on and after December 31, 2016, you will receive Vesting Service and Credited Service for up to 12 weeks of family leave.

If you have any question about how these rules may apply to you, please contact the Service Center.

DISABILITY

You are “**Disabled**” if you have a condition that makes you eligible for, and you receive, disability benefits from the Company’s long-term disability plan.

If you become Disabled, you will continue to accrue one-half month of Credited Service under the DCC Component for each month you remain Disabled until age 65.

SPECIAL RULES FOR HEMLOCK EMPLOYEES

Effective as of December 31, 2016, Hemlock Semiconductor Operations LLC and Hemlock Semiconductor, LLC, and their affiliates and successors (“**Hemlock**”) withdrew from the DCC ERP. Notwithstanding any other provision of this SPD, on and after December 31, 2016, no employee of Hemlock will accrue any additional benefits under the DCC Component or become a new participant in the DCC Component. If you are hired or rehired by Hemlock on or after December 31, 2016, you will not participate in the DCC Component or the Plan. If you were already employed by Hemlock on December 30, 2016, you will not accrue any additional benefits under the DCC Component on and after December 31, 2016.

If you are a Hemlock employee who was participating in the DCC ERP on December 30, 2016, and stopped accruing benefits under the DCC Component on December 31, 2016, as the result of Hemlock’s withdrawal from the DCC ERP, you are a “**Special Hemlock Participant.**” The following rules apply to Special Hemlock Participants:

- Special Hemlock Participants became immediately and fully vested in their Accrued Benefits under the DCC ERP as of December 31, 2016.
- A Special Hemlock Participant’s years of Credited Service used solely for purposes of determining the reduction of benefits under the Early Retirement Factor include the Special Hemlock Participant’s time of employment on and after December 31, 2016, with Hemlock Semiconductor Operations, LLC. Years of Credited Service will be determined for this purpose as if Hemlock Semiconductor Operations LLC were a Participating Employer, at a rate of 1/10th of a year of Credited Service for each month in which such Special Hemlock Participant completes 190 hours of service. However, no Special Hemlock

Participant will be credited with more than one year of Credited Service in any Plan Year. A Special Hemlock Participant will receive 190 hours of service for each month in which he or she completes at least one hour of service with Hemlock Semiconductor Operations LLC. This Credited Service is not used for purposes of calculating the Accrued Benefit.

- A Special Hemlock Participant's deferred vested benefit will not be less than it was as of any December 31 preceding his or her actual benefit commencement date, assuming the Special Hemlock Participant was eligible on that December 31 to commence receiving his or her benefit.

EMPLOYMENT TRANSFERS

Special rules may apply if your employment is transferred from a Participating Employer to a different employer in the Dow controlled group of corporations (the "Company," as defined in this SPD) (or vice versa). Depending on the circumstances of your transfer, you may or may not continue to participate in and earn benefits under the Plan. The Plan document sets forth rules for different types of employment transfers. Please refer to the Plan document for more information.

IF YOU DIVORCE OR SEPARATE AND A QUALIFIED DOMESTIC RELATIONS ORDER IS ISSUED

A Qualified Domestic Relations Order ("QDRO") is a court order that creates or recognizes the right of an alternate payee (*e.g.*, your spouse, former spouse or child) to receive part or all of your benefits under the Plan. QDROs generally are issued, if at all, in the case of divorce or separation. A QDRO can require payment of benefits to the alternate payee even if *you* are not eligible to receive a distribution until a later date. The Plan Administrator will notify you if the Plan receives a domestic relations order related to your Plan benefits and will also determine within a reasonable time if the order is legally qualified. You and each alternate payee will be notified of the decision. You can obtain a copy of the Plan's procedures governing QDRO determinations by contacting the Service Center.

In preparing a QDRO, you should be aware of the following procedures:

- Final approval of a QDRO will not be given until after a final executed order is received.
- An order will not be qualified as a QDRO if it requires the Plan to provide increased benefits or distribution options not permitted by the Plan, or if it seeks to assign benefits previously assigned another alternate payee under another QDRO.
- For retirees receiving annuity payments, a QDRO generally can only assign your monthly annuity payments, or a portion of your monthly annuity payments, to an alternate payee. A QDRO cannot require that the Plan recalculate your annuity or change the survivor benefit (if any) that is payable under your annuity.
- In some cases, a QDRO may require that your former spouse be treated as your surviving spouse under the Plan. In those cases, the rights of your former spouse will supersede the rights of any subsequent spouse, subject to the terms and conditions of the QDRO. If your

benefit is subject to a QDRO and you have questions about a death benefit, please contact the Service Center.

CIRCUMSTANCES THAT COULD RESULT IN A LESSER BENEFIT

In general, you will be entitled to receive your benefit upon retirement or other termination of employment once your benefit has become vested, as described above. However, your benefit could be delayed, reduced, or forfeited under certain limited circumstances:

- In general, your benefit cannot be paid until you (or your beneficiary) submit a written request for distribution and all information that is required to complete or verify your application. If your request for a benefit is not submitted in a timely fashion or in the method required by the Plan, payment of your benefit may be delayed.
- Benefits that are not vested when you terminate employment will be forfeited.
- If you divorce or separate, all or part of your benefit might be assigned to your former spouse or a dependent under a Qualified Domestic Relations Order (“QDRO”).
- If the Plan’s funding level falls below certain levels, by law your ability to receive certain forms of payment or accrue future benefits will be limited. If the Plan’s Adjusted Funding Target Attainment Percentage (“AFTAP”) falls below 80%, any amendment that provides additional or enhanced benefits cannot take effect. If the Plan’s AFTAP is between 60% and 80%, the Plan will not be allowed to pay more than 50% of a lump sum distribution (or, if less, the amount that is guaranteed by the Pension Benefit Guaranty Corporation (the “PBGC”)), and the remainder of any lump sum distribution would have to be paid in the form of an annuity or deferred until the Plan’s AFTAP is restored to 80%. If the Plan’s AFTAP is less than 60%, or if Dow is in bankruptcy, the Plan must be frozen and no lump sum distributions will be permitted. Dow is not required to fund the Plan to a level sufficient to avoid these restrictions.
- If Dow decides to terminate the Plan and, at that time, there are insufficient funds to pay all benefits, and the PBGC guarantees do not cover your entire benefit payment, you may not receive the full amount of your benefit under the Plan.
- If Dow decides to reduce the amount of Plan benefits that can be earned on future service, you may not be able to earn as great a retirement benefit as you otherwise may currently expect.
- If the Plan erroneously pays more benefits to you (or on your behalf) than should have been paid, or pays benefits at a time when payments should not have been paid to you, the Plan has the right to correct any errors that were made, and to recover any overpayment, plus interest, made to you or your beneficiary or alternate payee. The Plan may, for example, offset future benefit payments to you or your beneficiary or alternate payee, or seek repayment of the overpayment from you or your beneficiary or alternate payee.

- If you are ordered by a court or agree in a legal settlement to pay amounts to the Plan on account of a breach of fiduciary duty or other violation of ERISA, your benefits under the Plan may be reduced accordingly.
- If a benefit is due to be paid to you, the Plan Administrator will make a reasonable effort to locate you. The Plan Administrator is entitled to rely on the latest contact information the Plan has on file for you, which means you should keep your contact information current. However, if the Plan Administrator is unable to locate you, and the Plan does not receive a benefit claim from you (or someone validly acting on your behalf) within one year of the date a benefit was required to be paid to you, your benefit will be forfeited. If you later make a valid claim before the Plan is terminated, the benefit will be reinstated.
- The Plan Administrator generally makes benefit payments by check or electronic funds transfer. If a check is issued to you, but not cashed or deposited, or if an electronic funds transfer is attempted on your behalf but not accepted or deposited, within one year after the date of the check or transfer attempt, the underlying benefit is forfeited to the Plan. However, if you submit a valid benefit claim in accordance with the Plan’s claims procedures, and the Plan has not been terminated, the forfeited benefit may be reinstated.
- All or part of your Plan benefit can be attached, garnished, or otherwise transferred involuntarily to satisfy an IRS tax levy or to satisfy any judgment under a federal law that equates a debt to taxes owed the United States, such as the Mandatory Victims Restitution Act or the Federal Debt Collection Procedures Act, if ordered by the IRS or a court.
- Payments from the Plan are subject to federal, state, and local income taxes and any other taxes that might apply, as well as any additional withholding that you elect.
- Some benefits under the Plan may be reduced to comply with limits under the federal tax laws on the amount of benefits that may be paid from the Plan.

DOMESTIC PARTNERSHIPS

Domestic partners have certain rights under the Plan. (Note that, in accordance with guidance issued by the IRS and the Department of Labor, a domestic partner is *not* considered a spouse for all purposes of the Plan, though your domestic partner will be treated as your spouse for certain purposes under the DCC Component.) Individuals who satisfied the domestic partnership requirements of the DCC ERP in effect before December 31, 2016, are still considered domestic partners for purposes of the DCC Component. For domestic partner determinations made on or after January 1, 2017, a domestic partnership means two people who meet all of the following requirements of Paragraph A, *or* both of the requirements of Paragraph B:

A. Facts and Circumstances Test

1. The two people lived together for at least 12 consecutive months immediately before the earlier of: (a) receiving benefits under the Plan; or (b) the date of the participant’s death (the “12-month period”);

2. The two people are not lawfully married to other persons at any time during the 12-month period;
3. During the 12-month period the two people are each other's sole domestic partner in a committed relationship similar to a legal marriage relationship and with the intent to remain in the relationship indefinitely;
4. Both people are legally competent and able to enter into a contract;
5. The two people are not related to each other in a way which would prohibit legal marriage;
6. In entering the relationship with each other, neither of the two people is acting fraudulently or under duress;
7. During the 12-month period, the two people are financially interdependent; and
8. Both people have signed a statement acceptable to the Plan Administrator and have provided the statement to the Plan Administrator before the benefit commencement date (or, in the case of a death benefit, before the participant's death), and there has been no change in circumstances that would make the statement invalid as of the last day of the 12-month period.

B. Civil Union Test

1. Evidence satisfactory to the Plan Administrator is provided that the two people are registered as domestic partners, or partners in a civil union in a state or municipality or country that legally recognizes such domestic partnerships or civil unions; and
2. Both people have signed a statement acceptable to the Plan Administrator and have provided the statement to the Plan Administrator before the participant's benefit commencement date (or, in the case of a death benefit, before the participant's death).

ADMINISTRATION OF THE PLAN

Who is responsible for administration of the Plan and investment of Plan assets?

- The Plan Administrators are the Global Benefits Director; the North America Retirement Programs Leader; and other persons, groups, or entities that may be designated as Plan Administrators in accordance with the terms of the Plan. They can act individually or together as the Plan Administrator. Administrative responsibilities may also be delegated to other persons, such as the Pension Plan Manager for the Plan.
- The Plan Administrators are responsible for administration of the Plan and are authorized to interpret and resolve ambiguities in the Plan document, adopt and enforce rules of Plan administration, and decide all questions of fact arising under the Plan, among other things.
- The Investment Committee of The Dow Chemical Company and Dow's Global Director of Portfolio Investments are responsible for the investment and financial management of

the assets of the Plan. The Investment Committee is generally composed of officials of Dow.

- The North America Retirement Programs Leader of The Dow Chemical Company and the Pension Plan Manager for the Plan serve as Initial Claims Reviewers, and are responsible for deciding claims under the Plan. The Dow Chemical Company Retirement Board is the Appeals Administrator, and is responsible for reviewing and deciding appeals by participants and other persons who have made a claim for benefits under the Plan if the claim has been denied.
- Dow may designate other persons or committees to carry out these functions by action of its Board of Directors or other individuals named in the Plan document.
- From time to time, Dow may change the titles of certain positions. The titles used in this document include any successor titles to the positions.

What is the effect of decisions and determinations made by these individuals and entities?

- The Plan Administrators, the Investment Committee, the Global Director of Portfolio Investments, The Dow Chemical Company Retirement Board, and any other person or committee designated by Dow, or to whom authority has been delegated, to carry out the functions described above have the sole and absolute discretion to interpret the Plan document and other relevant documents, make findings of fact and adopt rules and procedures applicable to the matters within their jurisdiction.
- Their interpretations and determinations are conclusive and binding on all persons claiming benefits under or otherwise having an interest in the Plan, and the Plan provides that if their interpretations or determinations are challenged in court, they shall not be overturned unless proven to be arbitrary and capricious.
- These individuals and entities, and any person to whom the Plan's operation, administration, or investment authority is delegated, may rely conclusively on any advice, opinion, valuation, or other information furnished by any actuary, accountant, appraiser, legal counsel, or physician whom the entity or person engages or employs. A good faith act or omission based on this reliance is binding on all parties, and no liability can be incurred for it except as the law requires.

MAKING A CLAIM AND APPEALING A DENIED CLAIM

If you wish to make a claim under the Plan, or you wish to appeal a denial or partial denial of your claim, you may do so by following the Plan's claims and appeals procedures, which are described in this section.

Please note that any claimant (including participants, retirees, beneficiaries and alternate payees) may authorize a representative to act on the claimant's behalf. The Plan may establish reasonable procedures for verifying that any representative has in fact been authorized to act on the claimant's behalf.

What is a “Claim” under the Plan?

For purposes of the Plan, a “Claim” is a written application for benefits or other relief from the Plan that is filed with the Initial Claims Reviewer on a form authorized by the Plan. A Claim must contain a completed Claim Form, any required supporting documentation, and any other document the claimant believes to be relevant to a complete review of the Claim.

How do I make a Claim?

All Claims must be submitted on an authorized Claim Form, which may be obtained from the Service Center. **Please note that the Claim Form is not the same as your Transitions Kit.**

Claims should be mailed to:

The Dow Chemical Company
Dow North America Benefits
Pension Claim Department
P.O. Box 2169
Midland, MI 48641-9984

or faxed to: (484) 335-4412

What procedures does the Initial Claims Reviewer follow?

If you submit a Claim, an Initial Claims Reviewer will review your Claim and notify you of the decision to approve or deny your Claim. The Initial Claims Reviewers are the Pension Plan Manager for the Plan and the North America Retirement Programs Leader of The Dow Chemical Company. The Initial Claims Reviewer will provide this notification to you in writing within a reasonable period, not to exceed 90 days, after the date you submitted your completed Claim. Under special circumstances, the Initial Claims Reviewer may have up to an additional 90 days to provide you such written notification. If the Initial Claims Reviewer needs such an extension, the Initial Claims Reviewer will notify you prior to the expiration of the initial 90 day period, state the reason why such an extension is needed, and state when the determination will be made.

If the Initial Claims Reviewer denies your Claim, the Initial Claims Reviewer’s written notification will state the reason(s) why your Claim was denied and refer to the pertinent Plan provision(s). If your Claim was denied because you did not file a complete Claim or you did not use an authorized application form, or because the Initial Claims Reviewer needed additional material or information, the Initial Claims Reviewer’s decision will describe any additional material or information necessary to complete the Claim and will explain why such information was necessary. The decision will also describe the appeal procedures (also described below).

How do I appeal a denial or partial denial of my Claim?

If the Initial Claims Reviewer has denied your Claim in whole or in part, you may appeal the decision to the Appeals Administrator. The Appeals Administrator is The Dow Chemical Company Retirement Board. If you appeal the Initial Claims Reviewer’s decision, you must do

so in writing within 60 days after you receive the Initial Claims Reviewer's determination. Appeals must be in writing and must include the following information:

- Name of Employee or Retiree
- Dow ID Number (six digits)
- Name of the Plan
- Reference to the Initial Determination
- Explain reason why you are appealing the Initial Determination

Appeals should be sent to:

Retirement Board
c/o Pension Plan Manager (DEPP)
The Dow Chemical Company
Business Service Center
Midland, MI 48674

You may submit written comments, documents, records and other information relating to your Claim to the Retirement Board when you submit your appeal. You may also request that the Retirement Board provide you copies of documents, records and other information that is relevant to your Claim. Your request must be in writing. The Retirement Board will determine which documents, records and information is relevant to your Claim under applicable federal regulations and will provide such information to you at no cost.

After the Retirement Board receives your written appeal, the Retirement Board will review your appeal. The Retirement Board will consider all comments, documents, records and other information that you submit that relates to your Claim, whether or not you submitted this information when you submitted your Claim to the Initial Claims Reviewer. The Retirement Board will review your appeal at its next meeting, unless the appeal is filed within 30 days before the meeting, in which case the Retirement Board may choose to review the appeal at the second meeting after your appeal is filed. If special circumstances require a further extension, the Retirement Board will review your appeal at the third meeting after the appeal has been filed. The Retirement Board, or its designee, will notify you of the extension.

The Retirement Board will notify you in writing of its final decision. Such notification will be provided within a reasonable period and will explain (1) the specific reasons for the decision, (2) the specific Plan provisions upon which the denial is based, (3) 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 (as determined by the Retirement Board under applicable federal regulations), and (4) that you have the right to bring a civil action under Section 502(a) of ERISA.

The Retirement Board has full authority and discretion to decide appeals. Interpretations and decisions by the Retirement Board are final and binding on participants, beneficiaries, and all other claimants under the Plan.

You may, however, bring a civil action under Section 502(a) of ERISA in federal court if you disagree with the decision of the Retirement Board, provided you complete the claims procedures described in this section (or the Initial Claims Reviewer or the Retirement Board fails to respond to your Claim in a timely manner).

Is there a statute of limitations for filing a lawsuit for benefits or to clarify or enforce my rights under the Plan?

Yes. If you choose to file a lawsuit, you must do so within the “Applicable Limitations Period” as set forth in the Plan and described here.

If you wish to file a lawsuit against the Plan (i) to recover benefits you believe are due to you under the terms of the Plan or any law; (ii) to clarify your right to future benefits under the Plan; (iii) to enforce your rights under the Plan; or (iv) to seek a remedy, ruling, or judgment of any kind against the Plan or the Plan fiduciaries or parties-in-interest (within the meaning of ERISA) that relates to the Plan, then under the terms of the Plan you must file the suit: (a) after exhausting the claims procedure described above and in the Plan document; and (b) within the Applicable Limitations Period. If you do not file within the Applicable Limitations Period, your suit will be time-barred.

The Applicable Limitations Period is two years after:

1. in the case of a claim or action to recover benefits allegedly due to the claimant under the terms of the Plan or to clarify the claimant’s rights to future benefits under the terms of the Plan, the earliest of: (a) the date the first benefit payment was actually made, (b) the date the first benefit payment was allegedly due, and (c) the date the Plan first repudiated its alleged obligation to provide such benefits (regardless of whether such repudiation occurred during review of a claim under the claims procedure described above);
2. in the case of a claim or action to enforce an alleged right under the Plan (other than a Claim for benefits, as described above), the date the Plan first denied the claimant’s request to exercise such right (regardless of whether such denial occurred during review of a claim under the claims procedure described above); or
3. in the case of any other claim or action, the earliest date on which the claimant knew or should have known of the material facts on which the claim or action is based, regardless of whether the claimant was aware of the legal theory underlying the claim or action.

A Claim for benefits or an appeal of a complete or partial denial of a Claim, as described in the “Making a Claim” section above, usually falls under paragraph (1) above.

Note, however, that if you have a timely Claim pending before the Initial Claims Reviewer or a timely appeal pending before the Retirement Board when the Applicable Limitations Period would

otherwise expire, the Applicable Limitations Period will be extended to the date that is 120 calendar days after the final decision.

The Applicable Limitations Period replaces and supersedes any limitations period that ends at a later time that otherwise might be deemed applicable under any state or federal law. The applicable limitations period does not extend any limitations period under state or federal law.

The Vice President of The Dow Chemical Company with the senior responsibility for Human Resources (the “VPHR”) may, in his discretion, extend the Applicable Limitations Period upon a showing of exceptional circumstances, but such an extension is at the sole discretion of the VPHR and is not subject to review.

Are there requirements for bringing a class action lawsuit pertaining to the Plan?

Yes. To the fullest extent permitted by law, any putative class action lawsuit brought in whole or in part under ERISA section 502 (or any successor provision) and relating to the Plan, the lawfulness of any Plan provision, the administration of the Plan, the management, investment or handling of Plan assets, or the performance or non-performance of Plan fiduciaries or administrators must be filed in one of the following jurisdictions: (i) the jurisdiction in which the Plan is principally administered, which is currently within the territorial boundaries of the Northern Division of the United States District Court for the Eastern District of Michigan; or (ii) the jurisdiction in which the largest number of putative class members resides (or if that jurisdiction cannot be determined, the jurisdiction in which the largest number of class members is reasonably believed to reside). Additional rules regarding the appropriate forum in which to file a putative class action lawsuit are set forth in the Plan document.

AMENDMENT AND TERMINATION OF THE PLAN

The Plan was adopted with the expectation that it would be permanent. However, Dow reserves the right to amend, modify or terminate the Plan at any time and for any reason. An action to amend, modify or terminate the Plan may be taken by: (1) resolution of the Board of Directors; (2) action of the Benefits Governance and Finance Committee or the President, Chief Financial Officer, VPHR, or Global Benefits Director of The Dow Chemical Company, or its or his respective delegate; or (3) action of any other person or persons duly authorized by resolution of the Board of Directors to take such action.

In the event that the Plan is amended or terminated, any benefits that you have accrued up to the date of such amendment or termination will be protected; an amendment cannot reduce or cancel an accrued benefit unless a reduction is necessary to conform to a law or legal ruling. All amendments to the Plan, and any action to terminate the Plan, must be reviewed by an attorney in The Dow Chemical Company’s Legal Department.

If the Plan is terminated, you will become fully vested in your accrued benefit under the Plan (assuming you are not already fully vested at that time). Plan assets that remain after payment of all reasonable administrative expenses will be used to pay vested benefits that have accrued up to the time of termination. If Plan assets are insufficient to pay all accrued benefits, the assets available under the Plan will be allocated to accrued benefits as required by ERISA and applicable

regulations. If the Plan does not have sufficient assets in the Plan to pay your entire benefit after such allocation, additional amounts may be payable by the PBGC, as described below.

If the value of the Plan's assets exceeds the amount needed to pay all the benefits accrued under the Plan, the Trustee will dispose of remaining assets as directed by Dow. Subject to applicable law, such disposal could include returning contributions to the applicable employer.

OTHER IMPORTANT INFORMATION

Legal Limits on Benefits

The Internal Revenue Code limits the amount of benefits that can be paid to you from the Plan in each year as an annuity (\$215,000 for the Plan Year beginning January 1, 2017). The Internal Revenue Code also limits the amount of compensation the Plan can consider when calculating your benefit (\$270,000 for the Plan Year beginning January 1, 2017).

The Internal Revenue Code also limits the annual benefits payable to the 25 highest paid employees in some cases. You will be notified if these limits apply to you.

Tax Qualification

Dow intends that the Plan will meet the IRS requirements for a tax-qualified retirement plan. A tax-qualified retirement plan has important tax advantages for you. For example, earnings of the trust accumulate tax-free and the earnings and Dow's and the Participating Employers' contributions will not be taxed to you until you receive benefits from the Plan.

Plan Expenses

The administrative costs of the Plan may be paid by Dow or the Participating Employers or the Trust. If Dow or a Participating Employer pays the administrative costs, it may be reimbursed by the Trust for those costs in certain circumstances.

Non-Alienation

The Plan provides that no benefit under the Plan may be transferred, assigned, sold, or otherwise attached by a creditor or other person, or may be subject to liens or other encumbrances, except as legally permitted. Please see the section on "Circumstances that Could Result in a Lesser Benefit" for information on events that could result in a lien or other claim on your benefits, including tax liens and QDROs.

Choice of Law

The Plan will be interpreted and enforced pursuant to the provisions of ERISA. To the extent that state-law issues arise, Texas law will govern (excluding any conflict of laws or choice of law rule or provision of Texas law that might call for application of the substantive law of another state).

With respect to Puerto Rico participants, to the extent that ERISA has not preempted the laws of the Commonwealth of Puerto Rico, the laws of the Commonwealth (specifically, the PR Code)

will govern, excluding any conflict of laws or choice of law rule or provision of Puerto Rico law that might call for application of the substantive law of another jurisdiction.

Calculation Methodology

The Plan Administrator has established administrative practices and methodologies for calculating benefits. For example, the Plan's practice is to round all dollar amounts to two decimal places when applying a formula to the dollar amount.

Plan Document

The Plan will be administered in accordance with its terms. If the VPHR of The Dow Chemical Company determines that the applicable Plan document has a drafting error (sometimes called a "scrivener's error"), the Plan document will be applied and interpreted as if the error had not been made. The determination of whether there is a scrivener's error, and how to apply and interpret the Plan in the event of a scrivener's error, will be made by the VPHR, in the exercise of his best judgment and sole discretion, based on his understanding of Dow's intent in establishing the Plan and taking into account all evidence (written and oral) that he deems appropriate or helpful.

Privilege

If Dow or a Participating Employer (or a person acting on behalf of Dow or a Participating Employer) or a Plan Administrator or other Plan fiduciary (an "advisee") engages attorneys, accountants, actuaries, consultants, or other service providers ("advisors") to advise them on issues related to the Plan and the Advisee's responsibilities under the Plan:

- The advisor's client is the advisee and not any employee, participant, beneficiary, or other person;
- The advisee shall be entitled to preserve the attorney-client privilege and any other privilege accorded to communications with the advisor, and all other rights to maintain confidentiality, to the full extent permitted by law; and
- Unless mandated by a court order, no employee, participant, beneficiary, or other person shall be permitted to review any communication between the advisee and any of its or his advisors with respect to whom a privilege applies.

Waiver

A term, condition, or provision of the Plan shall not be waived unless the purported waiver is in writing signed by the Plan Administrator. A written waiver shall operate only as the specific term, condition, or provision waived and shall remain in effect only for the period specifically stated in the waiver.

Notices

No notice, election, or communication in connection with the Plan that you, a beneficiary, or other person makes or submits will be effective unless it is duly executed and filed with the Plan

Administrator (including any of its representatives, agents, or delegates) in the form and manner required by the Plan Administrator.

Incompetence

If the Plan Administrator determines that a participant, beneficiary, or alternate payee is a minor, or is not physically or mentally capable of electing the time or form of benefit payments, or receiving or acknowledging those payments, the Plan Administrator may make benefit payments to the person's legal guardian or to another individual whom the Plan Administrator determines is the appropriate person to receive such benefits on behalf of the participant, beneficiary, or alternate payee.

Non-Duplication of Benefits

There shall be no duplication of benefits payable under the Plan and any other qualified retirement plan to which the Company (or any of its subsidiaries or related companies) contributes or has contributed, except The Dow Chemical Company Employees' Savings Plan. For example, if you accrue benefits under this Plan and another plan sponsored by Dow (or a related company) for the same period of service, you will not receive two benefits.

In addition, please note that if your benefit under the Plan is transferred to another plan, your benefit is payable by the receiving plan and not this Plan.

Savings Clause

If any provision of the Plan is found to be illegal or invalid for any reason, that determination will not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if that provision had never been part of the Plan.

Top Heavy

Under federal law, a plan is required to contain provisions that will become effective if it becomes Top Heavy at some point in the future. The Plan will be considered "**Top Heavy**" if the present value of the accumulated benefits under the Plan for certain "key employees" exceeds 60% of total accumulated benefits under the Plan for all employees.

It is very unlikely that the Plan will ever become Top Heavy. If it does, however, vesting will accelerate under the DCC Component. Also, certain additional minimum benefits may have to be provided.

A more detailed explanation of the Plan's Top Heavy rules will be provided if and when the Plan ever becomes Top Heavy.

PENSION BENEFIT GUARANTY CORPORATION INSURANCE

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the

pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers (1) normal and early retirement benefits, (2) disability benefits if you become disabled before the Plan terminates, and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

YOUR LEGAL RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan Benefits

- Examine, without charge, at the Plan Administrator's office and other specified locations, such as worksites and union halls, documents governing the Plan, including insurance contracts (if any) and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. See the ERISA Information section at the front of this SPD for the address of the Plan Administrator.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts (if any) and collective

bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

- Receive an annual funding notice for the Plan, which describes the level at which the Plan is funded. The Plan Administrator is required by law to furnish each participant with a copy of this notice.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for you and all other Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit, or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.