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Appendix A

Provisions Applicable to Participants Hired on or After January 1, 2016
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Company Contribution
Ownership of Your Account Balance
This booklet summarizes the main provisions of the Solvay USA Inc. Savings Plus Plan (“Savings Plan” or “plan”), effective January 1, 2016, and serves as the ERISA-required Summary Plan Description (“SPD”) for these benefits. It describes the Savings Plan benefits as they apply to eligible employees.

We encourage you to read this SPD carefully and share it with your family. If you have any questions about your benefits, log onto Benefits Online at www.benefits.ml.com or call the Retirement & Benefits Contact Center at 1-800-228-4015.

This SPD is a simplified description of some of the important provisions of the plan. It does not contain all the details. All the provisions that pertain to this plan are in the legal plan documents. While every effort has been made to provide clear and accurate information about the plan, if there is any inconsistency between the information in this SPD and in the legal plan documents, the plan documents will govern.

This SPD contains a summary of the provisions of the plan as of the date of publication. Solvay USA Inc. (“Solvay” or “the Company”) reserves the right to change or discontinue these benefits, in whole or in part, at any time in the future.

No provision of the Savings Plan is to be considered a contract of employment between you and Solvay.
Eligibility and Participation

This section includes important information about your eligibility for benefits and participation in the Savings Plan.

**Who Is Eligible**

You are eligible to make tax-deferred (before-tax) and/or Roth after-tax contributions to the plan if you are:

- a full-time or part-time non-union employee; or
- an employee covered by a collective bargaining agreement ("union employee") that specifically provides for your participation in the plan.

You are not eligible to participate in the plan if you are:

- a student or an intern;
- employed by a company that has not adopted the plan;
- a non-resident alien with no earned income that is U.S.-source income;
- a non-resident alien covered by either a pension plan maintained by the Company or an affiliate outside the U.S. or a public pension system maintained outside the U.S.;
- classified as an expatriate on temporary assignment from an affiliated company operating primarily outside the US that has not adopted the plan;
- hired as a leased employee or independent contractor, even if you are considered an employee as defined by any governmental agency;
- hired on or after December 17, 2012 as a special assignment employee pursuant to a written employment contract to perform a specific or defined project or assignment, in which you agree that you will not be eligible to participate in the plan while covered under such contract; or
- employed as result of a corporate transaction (such as an acquisition) that occurred after September 30, 2015 ("acquired employee") or you are hired after September 30, 2015 into an employment classification primarily including acquired employees, or you are (or were at any time on or after September 23, 2015) employed by an entity that was acquired by the Company or an affiliate in a corporate transaction.

**When Participation Begins**

If you are a full-time employee, you can participate in the plan as of your date of hire. If you are not a full-time employee, you can participate in the plan after the end of the first 12-month period in which
you have worked at least 1,000 hours of service. The 12-month period shall be measured beginning on your date of hire or during any subsequent Plan Year. For this purpose “hours of service” includes all hours worked for the Company or an affiliate including hours credited for vacation or sickness.

Enrolling is easy. All you need to do is log on to Benefits Online at www.benefits.ml.com or call the Retirement & Benefits Contact Center at 1-800-228-4015. Your payroll deductions will begin approximately 30 days after you voluntarily elect to enroll.

When you join the plan, you will need to take three important steps:

1. Decide how much to contribute to the plan (see the “Your Contributions” section).
2. Choose how to invest your account (see the “Your Investment Options” section).
3. Decide which person should receive your account if you die before receiving it (see the “Your Beneficiary” section).

If you are automatically enrolled, your contribution amount and your investment option will be determined automatically, unless you elect otherwise. Please refer to the “Automatic Enrollment” section on the next page for more information.
How the Plan Works

The Savings Plan allows you to save for your future. In addition, you may benefit from tax reductions today if you contribute to the Savings Plan on a before-tax basis. The sooner you start to contribute to the plan, the more you can save for your future.

The plan allows you to contribute to a tax-deferred savings account and/or make Roth after-tax contributions in order to increase your retirement income. You decide how much to contribute to the plan and how to invest your account. Your account value depends on the amount of your contributions, Company contributions, and investment results from your investment elections.

How Much Can Go Into Your Account? Your Contributions and the Company’s Contributions

Your Contributions

In general, you can contribute from 1% to 35% of your eligible pay to the Savings Plan through automatic payroll deductions. Please refer to the Appendix that applies to you for the definition of pay that applies to you for this purpose.

Automatic Enrollment

Unless you make an election to contribute or to opt out, you will be automatically enrolled in the plan with an automatic contribution of 4% of your pay on a before-tax basis. Your contributions will begin within 45 days of the date you are first eligible to participate in the plan. Unless you elect otherwise, this automatic 4% contribution will be directed to the plan’s target date fund most closely associated with your normal retirement age (your 65th birthday). To change this investment election or your contribution amount, to stop contributing to the plan, or to receive information about the plan’s investment options including the target date funds, log on to Benefits Online at www.benefits.ml.com or call the Retirement & Benefits Contact Center at 1-800-228-4015.

Automatic Annual Increase

If the amount that you are contributing to the plan is less than 9% of your eligible pay, your before-tax contribution will increase by 1% annually until your total contributions to the plan (both before-tax and Roth after-tax) equal 9% of your eligible pay. If you were automatically enrolled, this increase will occur on each anniversary of your automatic enrollment date. If you were not automatically enrolled, this increase will occur each April 1 following the anniversary of your enrollment date.
**Elective Automatic Increases**

You may elect to increase your contribution rate each year, automatically. Unlike the increases described in the previous paragraph, you must elect: (a) the effective date of the annual increase, (b) the amount of the annual increase (you may elect any whole percentage of at least 1%), and (c) the maximum level of before-tax contributions you will make under the plan (not more than 35%). If you elect automatic increases and you do not specify an effective date, then you will be enrolled in this program as soon as administratively practicable after the date of your election and your increase will occur as of the first anniversary of this date. You may not automatically increase your Roth after-tax contributions. Make this election by logging on to Benefits Online at [www.benefits.ml.com](http://www.benefits.ml.com) or calling the Retirement & Benefits Contact Center at 1-800-228-4015.

**IRS Compensation Limits**

The Internal Revenue Code limits the amount of annual pay that can be taken into account for purposes of this plan. The amount of the limit changes periodically, no more frequently than annually. For 2016, the limit is $265,000. After 2016, please contact the Retirement & Benefits Contact Center for the limit. If you are considered a highly compensated employee under IRS rules, the amount you may contribute may be further limited to comply with certain IRS rules – in some cases this may result in refunds of some of your contributions. You will be notified if this limit applies to you.

You can choose whether to save with before-tax dollars, Roth after-tax dollars, or a combination of both.

**Changing or Stopping Your Contributions**

You can increase, decrease or stop your contributions at any time by logging on to Benefits Online at [www.benefits.ml.com](http://www.benefits.ml.com) or calling the Retirement & Benefits Contact Center at 1-800-228-4015. Changes to your contribution rate are generally effective as of the first payroll date following your election.

For details about changing your investments, see the “Changing Investments” section.

**Before-Tax Contributions**

By making before-tax contributions to the plan, you reduce your current taxable income. When you contribute to the plan on a before-tax basis, contributions to your account are deducted from your eligible compensation before federal and certain state incomes taxes are withheld. You do not pay federal income taxes and most state and local income taxes on these contributions — or their investment earnings — until you withdraw the money from your account.

Before-tax contributions and/or Roth after-tax contributions are subject to an IRS limit. This limit changes periodically, no more frequently than annually. For 2016, the limit is $18,000. After 2016,
please contact the Retirement & Benefits Contact Center for the limit. This limit applies to the total of all before-tax contributions and Roth contributions you make to this plan and to any similar plan(s) of any other employer in the same calendar year. Solvay will monitor your contributions to this plan so that you will not exceed the limit. If you contribute to another employer’s plan, it is your responsibility to monitor compliance with this limitation.

If you exceed the limit because you participate in another employer’s plan, you may elect to have excess before-tax and/or Roth after-tax contributions (including associated match, if any) returned to you from this plan. To do so, you must provide a written request to the plan administrator by no later than March 1 after the end of the year in which the excess contributions were made. Your written request must state the reason for the return of contributions and the refund amount you are requesting. Upon the plan administrator’s approval of your request, the excess contributions (including associated match, if any) will be returned to you.

Excess before-tax contributions are taxed in the year of contribution, while associated earnings are taxed in the year of distribution. IRS rules provide that if your excess before-tax contributions are not distributed to you before April 15 of the year after the year in which they were made, they will actually be taxed twice — once in the year you contributed them, and again in the year of distribution.

Only federal and most state and local income taxes are deferred for before-tax contributions. Your before-tax contributions are still subject to Social Security and Medicare taxes paid by you and the Company.

Due to IRS requirements, certain higher-paid employees may not be eligible to contribute the maximum amount or receive the full Company matching contributions to which they would otherwise be entitled. You will be notified if you are affected by these limitations; in some cases this may result in refunds of some of your contributions.

**Roth Contributions**

The plan also allows you to make contributions on a Roth after-tax basis. When you contribute to the plan on a Roth after-tax basis, contributions to your account are deducted from your eligible pay after federal and state income taxes are withheld (that is, the contributions are taxed as current income). When you retire, you pay no taxes on your Roth savings, including any earnings you may have received, if you meet the following requirements:

1. You maintained your Roth account for at least five years, and
2. Payment is made after you reach age 59½, become disabled, or die.

As noted above, Roth after-tax contributions are subject to an annual limit, which is $18,000 for 2016. Please contact the Retirement & Benefits Contact Center for the limit applicable in later years. If you contribute a combination of before-tax and Roth after-tax contributions, the sum of these contributions may not exceed the annual limit in any given year.
**Catch-up Contributions**

If you are 50 or older (or will reach 50 before the end of the Plan Year) the limit on your before-tax and/or Roth after-tax contributions is increased. You may contribute more than the IRS limit ($18,000 for 2016) up to the plan limit (35% of eligible pay) described above, called “catch-up” contributions. If you are eligible for this increased limit, you may contribute up to an additional $6,000 for 2016. You do not need to make a separate election for the catch-up contribution. Deductions from your eligible pay will continue, up to the amount of your election, until the full allowable amount is contributed. This increased limit changes periodically, but no more frequently than annually. For later years, please contact the Retirement & Benefits Contact Center for the limit. The Company does not match your catch-up contributions.

**Legal Limits**

Your total “annual additions” to the plan for a calendar year may not exceed a certain amount. Your “annual additions” include your before-tax, Roth after-tax, and Company contributions. Your catch-up contributions are not included as an “annual addition.” The annual addition limit for 2016 is $53,000. Because of the IRS and plan limits described above, your contributions are unlikely to exceed this limit. For more information, or to learn about the limit in later years, contact the Retirement & Benefits Contact Center.

If the sum of your accounts reaches the yearly limit, no further contributions will be permitted for the rest of that year.

IRS regulations may also require contributions to the plan by highly compensated participants to be reduced below the levels otherwise permitted under the plan, depending on the extent of plan participation by non-highly compensated participants. Additional restrictions may be imposed on the amount of pay that can be used for determining your plan contributions (see the “Your Contributions” section) – in some cases this may result in refunds of some of your contributions. You will be notified if any of these limits apply to you.

**Rollover Contributions**

If you participated in a qualified retirement plan through another employer, you may roll that money into the plan at any time – directly from that plan or from a conduit IRA. The Company does not match rollover contributions. You can invest rollover contributions in any of the plan’s current investment options, and they will continue to grow on a tax-favored basis. Rolling your contributions into the plan also enables you to avoid the federal government’s 10% early payment penalty tax, which may apply to early distributions from your prior plan.

The plan cannot accept rollover contributions in stock or property.
Comparing Before-Tax and Roth After-Tax Contributions

Before-tax and Roth after-tax contributions are treated differently under the plan. This chart may help you choose the right type of contribution for you based on your personal needs.

<table>
<thead>
<tr>
<th>Tax treatment</th>
<th>Traditional 401(k) – Before-tax</th>
<th>Roth 401(k) - After-tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions</td>
<td>Contributions reduce taxable income dollar-for-dollar, which may lower taxes you pay today.</td>
<td>No current tax savings; contributions are taxed when made.</td>
</tr>
<tr>
<td>Distributions</td>
<td>Contributions and investment earnings are taxed as ordinary income.</td>
<td>Contributions and investment earnings are received tax-free if distributed: (1) after the end of the 5-year period beginning with the taxable year in which the participant makes the first Roth contribution; and (2) after the participant has attained age 59 ½, become disabled, or died.</td>
</tr>
<tr>
<td>Early withdrawal tax</td>
<td>10% additional federal tax applies to contributions and earnings that are distributed before age 59 ½, unless an exception applies.</td>
<td>10% additional federal tax applies to earnings that are distributed before age 59 ½, unless an exception applies.</td>
</tr>
<tr>
<td>Contribution limits</td>
<td>1 – 35% of eligible pay, but not more than the IRS limit ($18,000 for 2016 or $24,000 if you are age 50 and over), including Roth contributions.</td>
<td>1 – 35% of eligible pay, but not more than the IRS limit ($18,000 for 2016 or $24,000 if you are age 50 and over), including before-tax contributions.</td>
</tr>
<tr>
<td>Company Match</td>
<td>Yes. Solvay will match your contributions, up to a percentage of your eligible pay. Refer to the Appendix that applies to you to see your match percentage. If you contribute on both a before-tax and Roth after-tax basis, the match will apply first to your before-tax contributions. Your catch-up contributions are not matched. Matching contributions are invested in the same way as your before-tax and Roth after-tax contributions.</td>
<td>Yes (same as traditional 401(k) before-tax contributions). Company match is before-tax; and you will pay taxes on the match and associated earnings when you withdraw the money.</td>
</tr>
<tr>
<td>Loans</td>
<td>Yes.</td>
<td>Yes.</td>
</tr>
<tr>
<td>Rollovers</td>
<td>To an IRA or another employer’s qualified retirement plan that accepts rollovers.</td>
<td>To an IRA or another employer’s qualified retirement plan that accepts rollovers and accepts Roth rollovers.</td>
</tr>
</tbody>
</table>
An Example

Making before-tax contributions to your plan account allows you build your retirement savings AND have more currently available income. Here’s an example.

Suppose your eligible pay is $40,000 and you decide to contribute 6% of eligible pay to your plan account (that is, $2,400 annually). Here’s a look at what happens to your pay after taxes, depending on whether you save on a before-tax or after-tax basis.

<table>
<thead>
<tr>
<th></th>
<th>Before-tax Contributions</th>
<th>Roth after-tax Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual pay</td>
<td>$40,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>Before-tax contributions (6%)</td>
<td>- $ 2,400</td>
<td>- 0</td>
</tr>
<tr>
<td>Adjusted gross income</td>
<td>$37,600</td>
<td>$40,000</td>
</tr>
<tr>
<td>Estimated federal income taxes *</td>
<td>- $ 3,624</td>
<td>- $ 3,984</td>
</tr>
<tr>
<td>Roth after-tax contributions (6%)</td>
<td>- 0</td>
<td>- $ 2,400</td>
</tr>
<tr>
<td>Your remaining pay</td>
<td>$33,976</td>
<td>$33,616</td>
</tr>
<tr>
<td>Tax deferral (i.e., money that can remain in your pocket)</td>
<td>$ 360</td>
<td></td>
</tr>
</tbody>
</table>

*Estimated taxes based on 2016 tax rates.

This example assumes that you are single, take the standard deduction, and have one exemption. State taxes have not been included but could represent additional savings if you would have otherwise paid state tax on the money you contribute to your plan account. This example does not reflect FICA or other withholding taxes.

Company Matching Contributions

When you contribute to the plan, the Company will match your contributions, up to a percentage of your eligible pay. Please refer to the Appendix that applies to you to see your match percentage. Company matching contributions are made on a payroll deduction basis. If you make before-tax and Roth after-tax contributions, the match will apply first to your before-tax contributions.

Catch-up contributions will not be matched.

Refer to the "When You Are Vested" section for information on when matching contributions are vested.
The Value of Company Matching Contributions. The Company matching contributions may represent a significant addition to your plan accounts – at no cost to you. So, consider your contributions carefully. If you don’t contribute the amount necessary to receive the maximum match available to you in accordance with plan rules, you will be missing out on the maximum Company matching contribution available to you. The amount of your Company matching contributions, and any other Company contributions if applicable, is described in the Appendix that applies to you.

Your Beneficiary

You are encouraged to name a beneficiary for your plan account at the time you enroll. You may access a beneficiary form by logging on to Benefits Online at www.benefits.ml.com or calling the Retirement & Benefits Contact Center at 1-800-228-4015.

Your beneficiary is the person who will receive your account, as provided in the plan, if you die before receiving it. If you are married and want to name someone other than your spouse as your beneficiary, you must obtain written, notarized consent from your spouse in compliance with plan rules.

When you die, the undistributed portion of your vested account will be paid to your beneficiary in a lump sum as soon as practicable after your death.

If you are unmarried, name a beneficiary and subsequently marry, your prior designation is invalid and your spouse will be your beneficiary, unless you obtain proper written spousal consent to designate a different beneficiary.

If you are married and designate your spouse as your beneficiary, and then divorce, your designation will become invalid. If you still want your ex-spouse to be your beneficiary, you must again designate your ex-spouse after the date of divorce. Any designation will remain subject to a valid QDRO.

If there is no valid beneficiary form on file with the plan administrator when you die (or when your beneficiary dies if benefits have not yet been distributed), the undistributed portion of your vested account will be paid as soon as practicable in a lump sum to your spouse (if you are married) or, if you have no spouse, to your children in equal shares, or, if you have no children and no spouse, to your estate.

If your beneficiary is your spouse, your spouse may defer distribution of your vested account until the end of the calendar year in which you would have reached age 70 ½.

When You Are Vested

Vesting means you have a nonforfeitable right to the money in your account. You are always 100% vested in the money you contribute to your account, as well as any investment earnings on those contributions.
This section describes rules that apply to participants hired on or after January 1, 2016. If you were hired prior to January 1, 2016, additional special rules may apply. Please refer to the Appendix that applies to you for more information – including vesting for other Company contributions, if applicable.

If you were hired on or after January 1, 2016, you become vested in all Company matching contributions and any investment earnings on those contributions according to the following chart.

<table>
<thead>
<tr>
<th>If you have…</th>
<th>You are vested in this portion of the Company matching contribution account…</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year of service</td>
<td>25%</td>
</tr>
<tr>
<td>2 years of service</td>
<td>50%</td>
</tr>
<tr>
<td>3 years of service</td>
<td>75%</td>
</tr>
<tr>
<td>4 years of service</td>
<td>100%</td>
</tr>
</tbody>
</table>

You become 100% vested in your Company matching contributions and related investment earnings after you have four years of service. You also become 100% vested in your Company matching contributions if, while actively employed, you reach age 55, become disabled, or die – regardless of your years of service at that time.

For vesting purposes, a year of service includes all periods of continuous employment with Solvay and its designated affiliates.

If you leave the Company and then return, you will also receive credit for your period of absence if you return to work for the Company within the first 12 months. If you leave and return after 12 continuous months of absence, you have a break in service.

If you return to work following a break in service, your service before the break may be restored for vesting purposes. For more information, see the “If You Have a Break in Service” section.

**Your Investment Options**

There are several funds in which you can invest your Savings Plan savings. You can invest in one or more of these funds, in increments of 1%, provided your investment equals 100% of your account balance. The investment mix you choose will apply to your own contributions, Company contributions and any rollover contributions you make.

The investment options provide a range of investment objectives and levels of risk. You can invest in any combination of these options to design your own diversified portfolio. Generally, the riskier the investment, the higher the potential for greater return over the long term. However, these investments also have a greater potential for loss. Lower-risk investments may seem safer because they have a more stable value, but they may not provide enough earnings for you to reach your financial goals,
and their value may be eroded by inflation. Only you know your financial needs and objectives. Your financial advisor may be able to provide clarification on how you could reach your objectives.

The investment options currently include the Solvay Stock Fund. You cannot allocate more than 20% of your account to the Solvay Stock Fund, and you cannot allocate more than 20% of your future contributions (your deferrals) to the Solvay Stock Fund.

You can see a list of the available investment funds and you can request the corresponding prospectus for each fund, which includes fee information, by logging on to Benefits Online at www.benefits.ml.com or calling the Retirement & Benefits Contact Center at 1-800-228-4015. Performance information for each investment option for the last three years is also included with your quarterly and annual statements, which may be provided electronically. (Past performance of these investment options is no guaranty of future results, and is provided for informational purposes only.) In addition, the performance of the mutual fund investments is published in the financial section of most newspapers.

You should be aware that if you do not select an investment fund, your account balances will be invested in the plan’s default fund, which is the plan’s target date fund most closely associated with your normal retirement age (your 65th birthday).

Obtaining Information on the Investment Funds

You will receive information on each of the investment funds directly from Merrill Lynch at the time of your enrollment. This information may be provided electronically. This information will include:

- A general description of the investment funds,
- The investment objectives of each investment fund,
- The risk and return characteristics of each investment fund,
- The type and level of diversification of assets of each investment fund,
- A description of the procedures established to protect the confidentiality of information regarding participants’ purchase, sale, holding, voting, or tendering of Company stock, as well as contact information for the fiduciary responsible for monitoring those procedures,
- Copies of mutual fund prospectuses provided to the plan,
- The identity of any ERISA investment managers,
- A description of any transaction fees or expenses charged for investment purchases or sales, and
- Materials (if any) provided to the plan regarding participants’ pass-through voting rights.

Please make sure you carefully read the investment fund descriptions and the fund’s prospectus before investing.
You can also request the following information from Merrill Lynch:

- A description of the annual operating expenses of each investment fund (including management, administrative and transaction costs that reduce the value of the investment fund) and the aggregate amount of these expenses (expressed as a percentage of average net assets),

- Copies of any prospectuses, financial statements and reports and any other materials relating to each investment fund (to the extent such information is provided to the plan),

- For any fund that is not a mutual fund, a list of assets making up the investment’s portfolio,

- A report of each investment fund’s latest available values of the shares or units (and past and current investment performance), and

- The value of the shares or units of each investment in which you or your beneficiary is invested.

**Changing Investments**

You may change the investment of your existing account balance or your future contributions in multiples of 1% at any time (subject to certain trading rules) by logging on to Benefits Online at [www.benefits.ml.com](http://www.benefits.ml.com) or calling the Retirement & Benefits Contact Center at 1-800-228-4015. This change becomes effective the same business day if your request is received by 4:00 p.m. Eastern time. Requests received after 4:00 p.m. Eastern time will be processed by the close of the next business day.

In certain situations (excessive trading, market timing, etc.) your ability to change and/or direct investments may be limited or stopped. The fund prospectuses and/or fact sheets provide information on trading restrictions that may apply to the investment option(s) that you select.

**Borrowing Money from Your Account (Loans)**

If you are a plan participant and an active Solvay employee, you can borrow money from your vested account for any reason, with certain limitations on the amount and terms of the loan.

The interest rate of your loan will be the prime rate of interest plus 1% on the first day of the month your loan is effective. This interest rate will apply for the life of your loan. When you borrow rather than withdraw money from your account, the money you receive as a loan is not subject to income taxes — as long as you repay the loan within the approved period. **You may take a maximum of two loans at any one time, either two general purpose loans or one general and one residential. You may not borrow any amount that would require loan repayments to exceed your net paycheck.**

When you receive a loan, the plan will charge a set-up fee of $50 against your account. Your quarterly plan account statement will show the fee, and your account will be reduced by that amount. Most loans are processed within 7 to 10 days. To apply for a loan, log on to Benefits Online at [www.benefits.ml.com](http://www.benefits.ml.com) or call the Retirement & Benefits Contact Center at 1-800-228-4015.
Amounts You Can Borrow

<table>
<thead>
<tr>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000</td>
<td>The lesser of (1) and (2), where (1) is 50% of your vested account</td>
</tr>
<tr>
<td></td>
<td>(excluding annual Company contributions) minus the total amount of</td>
</tr>
<tr>
<td></td>
<td>outstanding plan loans, and (2) is $50,000 minus the highest</td>
</tr>
<tr>
<td></td>
<td>outstanding loan balance during the previous 12 months.</td>
</tr>
</tbody>
</table>

Funds loaned to you will be taken from your before-tax, Roth after-tax, matching, and rollover contribution accounts. If your eligible contributions are invested in more than one fund, the loan will be taken out proportionately from among each of the funds in which you are invested.

Repaying Your Loan

A repayment schedule will be set up when the loan is made. Here are some important things you should know about loan repayments:

- Generally, the repayment period is one to five years, or up to 15 years if you take a loan to purchase your primary residence.
- You can prepay your entire loan balance in one lump sum at any time during the repayment period. Partial prepayments are not permitted.
- You can have only two loans outstanding at any time. If you repay the outstanding balance on your one existing loan, you may again be eligible to take another loan.

When you repay the loan by payroll deduction, both the principal and the interest will be invested in the plan based on your investment elections for future contributions in effect at the time of repayment. If you are not making contributions to the plan when repayments are made, loan repayments will be invested according to the most recent investment election for future contributions you have on record. Repayments of principal and interest will be made into the subaccounts (before-tax, Roth after-tax, matching, and rollover) from which the loan was made. If you have not made an investment election, loan payments will be allocated to the target date fund most closely associated with your 65th birthday.

Loan repayment arrangements can change if you become disabled or take a leave of absence. While you are on a paid leave, deductions will continue from your paycheck. While you are on an unpaid leave, or if you leave the Company, you may repay the loan by making at least monthly ACH (electronic) payments. While on a qualified military leave, your loan payments may be suspended.

You can continue to make contributions to the plan while you are repaying your loan as long as you are an active employee.
Defaulting on Your Loan

If you miss a loan repayment, you are treated as in default. You must cure the default by making all payments required to make the loan current by the last day of the calendar quarter following the calendar quarter in which you fail to make a payment. If you do not, the loan note is considered to be a distribution of the unpaid balance of the loan and you will be taxed accordingly.

If You Terminate Your Employment Before Your Loan is Repaid

If you leave the Company for any reason – including as a result of a layoff or workforce reduction – before the loan is repaid, the amount you owe will be treated as a distribution subject to taxes unless you continue to repay the loan. Payments must be made at least monthly by ACH (electronically).

Withdrawing Money from Your Account While You Are Employed (Withdrawals)

Under certain circumstances, you are allowed to withdraw money from your plan account while you are still employed with the Company. Your opportunities for withdrawal depend on the types of contributions you want to withdraw, why you want to withdraw the money, and your age at the time of withdrawal. This section describes rules for withdrawals for participants hired on or after January 1, 2016. If you were hired before January 1, 2016, please refer to the Appendix that applies to you for additional special rules that may apply to you.

<table>
<thead>
<tr>
<th>Your Withdrawal Options</th>
<th>Available for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Your before-tax contributions and Roth after-tax contributions (including any catch-up contributions you make)</td>
<td>• Financial hardship only if before age 59½</td>
</tr>
<tr>
<td></td>
<td>• Qualified reservist distributions at any age</td>
</tr>
<tr>
<td></td>
<td>• Any reason after age 59½</td>
</tr>
<tr>
<td>• Rollover contributions</td>
<td>• Any reason, any time</td>
</tr>
<tr>
<td>• Vested Company contributions</td>
<td>• Amounts contributed on or after January 1, 2016 may not be withdrawn prior to termination of employment. Amounts contributed prior to January 1, 2016, may be available for withdrawal under limited circumstances. Please refer to the Appendix that applies to you for more information regarding withdrawals.</td>
</tr>
</tbody>
</table>

If you are making a hardship withdrawal, you will be required to provide evidence of the financial need. Withdrawals are processed within approximately 3 business days after you have made your request, as long as you have provided all required documentation. A $45 fee applies to qualify you for a hardship withdrawal, which will be charged to your account and shown on your quarterly statement. To
apply for a withdrawal, log on to Benefits Online at www.benefits.ml.com or call the Retirement & Benefits Contact Center at 1-800-228-4015.

**Before-Tax, Roth After-Tax, and Catch-Up Contributions — Financial Hardships**

If you experience a financial hardship as defined by plan rules and applicable law, you can apply for a hardship withdrawal of your before-tax contributions, Roth after-tax contributions, and any catch-up contributions you have made to the plan, excluding any investment earnings on those contributions earned after December 31, 1988. Although hardship withdrawals are available, the plan imposes strict limitations, consistent with applicable law.

Hardship withdrawals may be authorized for:

- Expenses for medical care for you, your spouse, certain dependents or a “primary beneficiary” that would otherwise qualify as deductible medical expenses.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, your children or certain dependents or a “primary beneficiary.”
- Costs directly related to the purchase (but not renovation, repair or mortgage repayments) of your principal residence.
- Prevention of foreclosure or eviction on your principal residence.
- Burial or funeral expenses for your deceased parent, your spouse, your children or certain dependents or a “primary beneficiary.”
- Expenses for the repair of damage to your principal residence if certain requirements are met.

In general, to qualify for financial hardship you must demonstrate through documentation that you:

- Require money to meet one of the eligible expenses.
- Have no other resources reasonably available to meet that need.

Before you can apply for a hardship withdrawal, you must withdraw all of your non-Roth after-tax (if applicable for amounts contributed prior to January 1, 2016) and rollover contributions, any funds available from the plan and any other deferred compensation plans maintained by Solvay. You must also borrow all available amounts from the plan and any other deferred compensation plans maintained by Solvay. Then, you can apply for a hardship withdrawal. You may withdraw only the amount you need to relieve your financial hardship and cover any related taxes and penalties, or the amount available in your accounts eligible for withdrawal – whichever is less.

Once you obtain a hardship withdrawal, you must stop all contributions to the plan. You will not be able to again begin contributing to the plan for six months from the date you receive the hardship withdrawal.
Generally, hardship withdrawals are considered taxable income. See the “Tax Consequences of Withdrawals” section.

**Rollover Contributions**

You may withdraw amounts from your rollover contribution accounts at any time. If you withdraw funds from your after-tax (non-Roth) subaccount, the IRS also requires you to withdraw a portion of the tax-deferred investment earnings associated with your after-tax (non-Roth) contributions. The tax-deferred investment earnings will be subject to ordinary income taxes as well as any applicable penalty tax; the after-tax contributions will not be subject to either tax.

**Company Contributions**

Company contributions are not available for withdrawal. (If your plan account includes Company contributions made prior to January 1, 2016, you may be permitted to withdraw those amounts subject to rules set forth in the Appendix that applies to you. Please refer to the Appendix that applies to you for more information regarding withdrawals of Company contributions.)

**Tax Consequences of Withdrawals**

**Hardship Withdrawals:** Generally, hardship withdrawals are considered taxable income and are subject to ordinary income taxes for the year in which you receive them. If you are younger than age 59½, you will owe an additional 10% early payment penalty tax on the before-tax amounts withdrawn, unless the money is used to pay certain unreimbursed medical expenses or is paid to you because you are totally and permanently disabled. Hardship withdrawals cannot be rolled over. When you take a hardship withdrawal, you are responsible for paying all taxes on the amount you receive when you file your federal, state and local income tax returns for that year. You may elect to have an additional amount withheld from your distribution to help pay this tax liability.

**Other Withdrawals Before Age 59½:** Any portion of your plan withdrawal that has not been taxed will be considered taxable income to you in the year in which you receive the payment. In most cases, your withdrawals will be subject to 20% federal income tax withholding unless they are rolled over into a traditional IRA or another eligible employer plan and, in most cases, are subject to an additional 10% early payment penalty tax if received before age 59½.

**Withdrawals After Age 59½:** After age 59½, you may withdraw money (other than Company contributions made on or after January 1, 2016) from your vested account for any reason. Withdrawals from your before-tax contribution account (including before-tax catch-up contributions) will be considered taxable income to you in the year in which you receive the payment.
Payment of Benefits

The full vested value of your account becomes payable when you leave Solvay and its designated affiliates because of death, retirement, total and permanent disability or other termination of employment. You may either elect an immediate payment or defer payment of your benefits.

If you choose to defer payment of your benefits, federal law requires that payment begin no later than April 1 of the calendar year after the later of the year in which you reach age 70½ or retire from the Company.

To receive benefits, you or your beneficiary should log on to Benefits Online at www.benefits.ml.com or call the Retirement & Benefits Contact Center at 1-800-228-4015. For details on your payment options, refer to the "Payment Options" section.

Minimum Distributions

Under current laws, if you are no longer actively at work, you must begin to receive payment of your account balance no later than April 1 after the year in which you reach age 70½. If this “minimum distribution” provision applies to you, you will be notified.

You cannot roll over a minimum distribution.

Payment Options

If you leave the Company, die or become disabled, you or your beneficiary may begin to receive payments from the plan or defer payment to any later date (subject to minimum distributions rule described above). The following forms of payments are available:

- A single lump sum
- Monthly, quarterly, or annual installments over a period of at least 2 but not more than 10 years
- If you are over age 59 ½, any amount that you choose (up to your vested account balance)

All distributions from the plan are made in cash, unless you (or your beneficiary) have amounts in the Solvay Stock Fund, in which case you may elect to receive those amounts in whole shares of Solvay stock (with fractional shares paid in cash).

If you became a participant before January 1, 2016, please refer to the Appendix that applies to you for additional details and forms of payment that may apply to you.

If the value of your vested account is $1,000 or less, it will be paid out automatically in one lump-sum payment.
The plan reserves the right to seek from you (or your beneficiary) reimbursement of any overpayment or to reduce future benefit payments in an amount equal to such overpayment to the extent permitted by law.

**Tax Consequences of Distributions**

You should discuss any tax questions with your tax or financial advisor before taking a distribution or withdrawal from the plan.

If you elect a single sum payment or installment payments of less than 10 years, Solvay is required to withhold federal income taxes equal to 20% of the taxable portion of your payment, unless you roll over your distribution directly into an IRA or another eligible employer plan. Unless you are at least age 55 at the time you leave the Company, or you are at least age 59½ at the time payment is made to you, or another exception applies, your distribution may be subject to a 10% early payment penalty tax in addition to regular income taxes if it is not rolled over. IRS Form 5329 provides more information on the 10% early payment penalty tax.

You are responsible for complying with applicable federal, state and local tax laws and regulations when you receive a distribution from the plan. You will receive more information about the applicable rules when you request a distribution.

**Rollovers**

When your employment terminates, you will receive a final distribution package that includes descriptions of your distribution options and a Special Tax Notice that explains the corresponding tax implications of the options in greater detail. However, you may defer federal income taxes (and a 10% early payment penalty tax) on any taxable distribution to the extent that the distribution is eligible for rollover and you do in fact roll it over into a traditional IRA or another eligible employer plan. If you make a direct rollover into a traditional IRA or another eligible employer plan, you will not pay federal income taxes until you withdraw the money from the traditional IRA or eligible employer plan.
Other Rules that Apply to the Savings Plan

How You May Lose Benefits

Certain circumstances may reduce or eliminate the benefits you would otherwise receive from the plan. For example:

- You will not be permitted to contribute to the plan if you do not meet the eligibility requirements for participation, your eligible compensation ends, you elect to stop contributing to the plan, you reach any plan or legal limits, you transfer to an affiliate that does not participate in the plan, or you die.

- If you are eligible to participate but do not contribute to the plan, you will not receive any Company matching contributions.

- If you are not fully vested when you leave the Company, you will not be entitled to the full value of the Company matching contributions made on your behalf.

- The amount paid out from the plan may be less than you anticipated, depending on the market value of your account in each investment fund at the time your account is paid out.

- Your account cannot be used as collateral or to satisfy any debts or liabilities except if a court order concerning child support, alimony or material property rights so decrees. Then, money in your plan account may be payable to someone other than you or your designated beneficiary.

- Federal law requires that participation in the plan by participants at all pay levels must be balanced. If you are considered to be “highly compensated” according to IRS guidelines, and there is an imbalance in plan participation during the year, your contributions may have to be reduced or refunded. You will be notified if you are affected by this rule.

- If the plan does not pass required nondiscrimination tests, all or a portion of the contributions made on behalf of highly compensated employees may be reduced or refunded. Nondiscrimination tests are required by law to ensure a fair mix of contributions from employees at all income levels. You will be notified if you are affected by this rule.

404(c) Compliance

It is the Company’s intention, as the plan sponsor, that the plan comply with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and Title 29 of the Code of Federal Regulations Section 2550.404c-1.

A plan may be considered a Section 404(c) plan if it complies with rules regarding provision of adequate investment options and information on those options. It must also provide you and your beneficiaries with information on any fees that may be charged by investment managers or the plan. With a Section 404(c) plan, you and your beneficiaries bear responsibility for your investment decisions. The people responsible for administering the plan and managing the investments, the
plan's fiduciaries (those who administer the plan), will be relieved of liability for any losses resulting from investment instructions given by you or your beneficiaries.

**Plan Expenses**

To the extent permitted by ERISA, the costs of administering the plan (e.g., record keeping and trustee fees) are normally paid from the plan's assets unless the Company pays them.

Generally, expenses attributable to the management and investment of the plan’s investment funds are charged against each of the respective investment funds. However, certain expenses are charged directly to your account, including an annual account fee of $100 for self-directed brokerage accounts, loan fees, overnight fees, recordkeeping fees, and plan administration fees. Refer to the [Borrowing from Your Account (Loans)](#), [Your Investment Options, Before Tax, After Tax, and Catch-up Contributions – Financial Hardships](#), and [Qualified Domestic Relations Order (QDRO)](#) sections for more information about plan expenses that are charged to your account.

Additional information about fees and expenses is available from the plan administrator. Information about investment management fees is included in the information describing each investment fund. Refer to the [Your Investment Options](#) section for information about how to receive descriptions of investment funds.

**Qualified Domestic Relations Order (QDRO)**

A Qualified Domestic Relations Order (QDRO) is a legal judgment, decree or order that recognizes the rights of an alternate payee under the plan with respect to a child's or other dependent's support, alimony or marital property rights. The Company is legally required to recognize QDROs.

If you become legally separated or divorced, a portion or all of your benefit under the plan may be assigned to someone else to satisfy a legal obligation you may have to a spouse, former spouse, child or other dependent. Your account will be charged a fee of $675 for processing the QDRO.

There are specific requirements the court order must meet to be recognized by the plan administrator and specific procedures regarding the amount and timing of payments. Participants and beneficiaries may obtain, without charge, a copy of the procedures governing QDRO determinations under the plan by contacting Morneau Shepell at 877-MER-QDRO (637-7376).
What If…

You Leave the Company

If you leave the Company, you are entitled to receive the vested value of your account balance as follows:

- If your account value is **$1,000 or less** (not including rollover accounts and associated earnings), it will automatically be distributed in a lump sum.

- If the value of your account balance is **greater than $1,000**, you may request an immediate lump sum payment, or payment in any of the forms described in the “Payment Options” section. In addition, you may choose to delay payment of your account to a later date, but not beyond April 1 of the year after you turn 70½.

For information on how you can roll your plan distribution over into a traditional IRA or an eligible employer plan, see the “Rollovers” section.

You Become Disabled

If you become totally and permanently disabled while you are actively employed by Solvay, you will become 100% vested in your Company contributions, regardless of your actual years of service, and you will be eligible to receive payment in any of the forms described in the “Payment Options” section.

For purposes of the plan, you are considered disabled if you are eligible to receive disability benefits from Social Security or are eligible to receive long-term disability benefits from the Company or from a Company defined benefit pension plan.

When you become disabled, you can elect to receive payment of your account immediately, or you can defer payment until a later date, but you must begin receiving payment no later than the April 1st following your attainment of age 70½.

You Die

If you die while you are actively employed by Solvay, you will become 100% vested in your Company contributions, regardless of your actual years of service.

If you die before you have received any payment from the plan, your account balance may be paid to your beneficiary in one lump-sum payment. Your beneficiary must apply to the plan to receive payment (except for vested accounts of $1,000 or less which are paid automatically in a lump sum). For more information on selecting a beneficiary, see the “Your Beneficiary” section.
If your account balance is greater than $1,000, and your spouse is your beneficiary, your beneficiary may defer payment until the end of the calendar year you would have reached age 70 ½.

If you elected to receive installment payments and you die before you have received your entire account balance, the remaining amount will be paid to your beneficiary in a lump sum.

**You Have a Break in Service**

If your employment with the Company (and all affiliates) ends as a result of a termination of employment (including retirement, quitting or discharge) and you are not rehired within 12 months, you will incur a break in service.

If you have a termination of employment and are rehired within 12 months, then you will not have a break in service and the period between your termination and rehire date will be included as service under the plan. You will resume the matching contribution provisions that applied to you prior to your termination. If you have an involuntary termination of employment resulting in severance payments, and you are rehired within 12 months, you will also resume the matching contribution provisions that applied to you prior to your termination.

If you leave the Company (and all affiliates) before you are partially vested in the Company contributions and you are rehired by the Company (or affiliates) within five years, your years of service from before the break in service will be restored. If the break in service is longer than five years, your prior service will be forfeited.

If you leave the Company after you are partially or fully vested in the Company contributions and you are rehired, your years of service from before the break in service will be restored for the Savings Plan.

If you were not fully vested when you had your break in service and you receive an immediate distribution of your vested contributions, you will forfeit any non-vested Company contributions. These amounts will be restored to your account if you are rehired within five years and repay to the plan the total amount of any distribution you received when you left. You must make this repayment within five years of the date you are rehired.

Regardless of whether you were vested when you left the Company or the length of your break in service, you can begin to make before-tax and/or Roth after-tax contributions to the plan as soon as you are rehired and meet the eligibility requirements.

**You Go on an Approved Leave of Absence**

If you take an approved paid leave of absence (including short-term disability leave), you may continue to make before-tax and Roth after-tax contributions to the plan as if you were an active
employee. You may still take loans and withdrawals, but you cannot receive a final distribution of your plan accounts.

If you take an approved unpaid leave of absence other than a long-term disability leave, you will not be able to make contributions to the plan and you will not receive any Company matching contributions while you are on leave. You may still take loans and withdrawals but you cannot receive a final distribution of your plan accounts.

If you take a long-term disability leave, you will not be able to make contributions to the plan and you will not receive any Company matching contributions while you are on leave. You may not take loans and withdrawals, but you may receive a final distribution of your plan accounts as if you had terminated employment.

You Go on Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees certain rights to eligible employees who enter military service. The terms “Uniformed Services” or “Military Service” mean the Armed Forces (that is, Army, Navy, Air Force, Marine Corps, or Coast Guard), the reserve components of the Armed Services, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

During any period of your first six-months of military leave in which you are receiving pay or differential pay from the Company, you will be considered to have continued employment for this period and your pay and/or differential pay will be considered pay for purposes of this plan. If you are on military leave and you return to the company within the period that your re-employment rights are protected by law, you will be considered to have continued your employment during your entire period of military service and, in accordance with applicable law, will be allowed to: (a) make up employee contributions for the period of your military service, (b) receive any missed matching contributions on such employee contributions, and (c) receive any other Company contributions missed during your period of leave. Even if you do not return to the Company within the period that your re-employment rights are protected by law, you will receive service credit for vesting for the period of your leave up to the end of the period that your re-employment rights are protected.

In addition, while you are on military leave you may be entitled to continued vesting service for certain periods of your leave and certain distributions and withdrawals from the plan including a “qualified reservist distribution”.

If you think you may be eligible for these special rights under USERRA, you may receive more information by logging on to Benefits Online at www.benefits.ml.com or calling the Retirement & Benefits Contact Center at 1-800-228-4015.
You Go On FMLA Leave (Including Maternity and Paternity Leave)

If your absence is due to maternity or paternity leave or any leave that is required to be granted under the Family and Medical Leave Act of 1993, you will not have a break in service if you return to work within 24 months of the date the leave begins. In this case, only the first 12 months of your leave will count as a service; and the period between the 13th month and the 24th month of such leave will neither be included as service nor be considered a break in service. For purposes of the plan, maternity or paternity leave includes time you are absent from work for:

- pregnancy
- the birth of your child
- the adoption of a child, or
- the care of a child immediately following birth or adoption.

Under the federal Family and Medical Leave Act of 1993 (FMLA), if you meet eligible service requirements, you are entitled to take up to 12 weeks of leave for certain family and medical situations (or 26 weeks in a single 12-month period for military caregiver leave). In general, your FMLA leave is treated like any other paid or unpaid leave under the plan. If your FMLA leave is paid, your leave will be treated like other paid leaves; if your FMLA leave is unpaid, it will be treated like other unpaid leaves. Periods of FMLA absences will not be counted toward a break in service.
Claims and Appeals Procedures

Filing a Claim

For information about receiving your vested account when you leave the Company, see the “Payment of Benefits” section.

Your Right to Appeal

If you have any questions about the plan or if you wish to make a claim for benefits, you should contact the plan administrator. If you feel you have a right to a benefit under the plan that you have not received, you may file a claim for the benefit with the plan administrator.

You must use and exhaust this plan’s administrative claims and appeals procedures before bringing suit in either state or federal court. Similarly, failure to follow the plan’s prescribed procedures in a timely manner will also cause you to lose your right to sue regarding an adverse benefit determination.

Time Frame for Claim Determinations

If you receive an adverse benefit determination (i.e., any denial, reduction or termination of a benefit, or a failure to provide or make a payment), the plan administrator will notify you of the adverse determination within a reasonable period of time, but not later than 90 days after receiving the claim. This 90-day period may be extended for up to an additional 90 days, if the plan administrator both determines that special circumstances require an extension of time for processing the claim, and notifies you, before the initial 90-day period expires, of the special circumstances requiring the extension of time and the date by which the plan administrator expects to render a determination.

If You Receive an Adverse Benefit Determination

The plan administrator will provide you with a notification of any adverse benefit determination, which will set forth:

- The specific reason(s) for the adverse benefit determination.
- References to the specific plan provisions on which the benefit determination is based.
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why that material or information is necessary.
- A description of the plan’s appeal procedures and time limits applicable to these procedures, including a statement of your right to bring a civil action in federal court under ERISA after an appeal of an adverse determination.
**Procedures for Appealing an Adverse Benefit Determination**

You (or your authorized representative) have 60 days following the receipt of a notification of an adverse benefit determination in which to appeal the determination.

You have the right to:

- Submit written comments, documents, records and other information relating to the claim for benefits.
- Request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. For this purpose, a document, record or other information is treated as “relevant” to your claim if it:
  - Was relied upon in making the benefit determination
  - Was submitted, considered or generated in the course of making the benefit determination, regardless of whether such document, record or other information was relied upon in making the benefit determination
  - Demonstrates compliance with the administrative processes and safeguards required in making the benefit determination
- A review that takes into account all comments, documents, records and other information submitted by you related to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

The plan administrator will notify you of its benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of your request for review by the plan. This 60-day period may be extended for up to an additional 60 days, if the plan administrator both determines that special circumstances require an extension of time for processing the claim, and notifies you, before the initial 60-day period expires, of the special circumstances requiring the extension of time and the date by which the plan administrator expects to render a determination on review.

In the event an extension is necessary due to your failure to submit necessary information, the plan’s time frame for making a benefit determination on review is stopped from the date the plan administrator sends you an extension notification until the date you respond to the request for additional information.

The plan administrator’s notice of an adverse benefit determination on appeal will contain all of the following information:

- The specific reason(s) for the adverse benefit determination.
- References to the specific plan provisions on which the benefit determination is based.
A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim.

A statement describing any voluntary appeal procedures offered by the plan and your right to obtain the information about such procedures, and a statement of your right to bring an action in federal court under ERISA.
Important Plan Information

Plan Administration/Interpretation

The administration of the plan will be under the supervision of the plan administrator. To the fullest extent permitted by law, the plan administrator will have the exclusive discretionary authority to determine all matters relating to the plan, including eligibility, coverage and benefits.

The plan administrator will also have the exclusive discretionary authority to determine all matters relating to interpretation and operation of the plan. The plan administrator may delegate any of its duties and responsibilities to one or more persons or entities. Such delegation of authority must be in writing and must identify the delegate and the scope of the delegated responsibilities. Decisions by the plan administrator, or any authorized delegate, will be conclusive and legally binding on all parties.

Plan Document

This SPD is intended to help you understand the main features of the plan. It should not be considered a substitute for the official plan document, which governs the operation of the plan. That document sets forth all of the details and provisions concerning the plan and is subject to amendment. If any questions arise that are not covered in this SPD or if this SPD appears to conflict with that official plan document, the text of the official plan document will determine how questions will be resolved. To request a copy of the official plan document, contact your Human Resources Department or Merrill Lynch.

Limitation on Assignment

Your rights and benefits under this plan cannot be assigned, sold, transferred or pledged by you or reached by your creditors or anyone else except under limited circumstances. However, the law does permit the assignment of all or a portion of your interest in the plan to your former spouse or children as part of a Qualified Domestic Relations Order.

The Company’s Right to Amend or Terminate the Plan

It is Solvay’s intent that the Savings Plan will continue indefinitely. However, the Company reserves the right to amend, modify, suspend or terminate the plan, in whole or in part, in accordance with plan provisions. Plan amendment, modification, suspension or termination may be made for any reason, and at any time, and may, in certain circumstances, result in the reduction or elimination of benefits or other features of the plan to the extent permitted by law. Regardless of any changes made to the plan, you will always be entitled to the current value of your vested account balance, to the extent required by law.
If the plan is completely or partially terminated, affected participants will become fully vested in the benefits they have accrued to that point. In the event of a complete plan termination, benefits will be distributed as soon as practicable in accordance with plan provisions and as permitted by law.

The Company will not receive any plan assets if the plan terminates. All assets, minus any necessary final expenses, will be used to pay benefits to plan members.

**If the Plan Becomes Top Heavy**

A top-heavy plan is one where more than 60% of the contributions or benefits have been allocated to "key employees." Key employees are generally certain officers and owners of Solvay. The plan administrator is responsible for determining whether the plan is a top-heavy plan each year. In the event that the plan becomes top heavy in any year, non-key employees may be entitled to certain minimum benefits and special rules will apply. If the plan becomes top-heavy, the plan administrator will advise you of your rights under the top-heavy rules.

**Receiving Advice**

The Company cannot advise you regarding tax, investment or legal considerations relating to the plan. If you have questions regarding benefit planning, you should seek advice from your personal advisor (for example, your legal counsel, tax advisor or investment advisor).

**Pension Benefit Guaranty Corporation**

Benefits provided under the plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because the insurance provisions are not applicable to this type of plan.

**Your Employment**

This SPD provides detailed information about the Savings Plan and how it works. This SPD does not constitute an implied or expressed contract or guarantee of employment. Similarly, your eligibility or your right to benefits under the plan should not be interpreted as an implied or expressed contract or guarantee of employment. The Company's employment decisions are made without regard to benefits to which you are entitled upon employment.

**Your Rights Under ERISA**

As a participant in the Savings Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:
Receive Information about Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan including the collective bargaining agreements, and a copy of the plan's latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including the collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The plan administrator may make a reasonable charge for the copies.

- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a retirement benefit at normal retirement age (age 65) and if so, what your retirement benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get a right to a retirement benefit. This statement must be provided at least quarterly to a participant or beneficiary having the right to direct the investment of plan assets; otherwise the statement must be provided annually. This statement may also be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plan. The people who operate this 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 pension benefit is denied or ignored, in whole or in part, you have the right to know why, 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 a 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 administrator.

If your claim for benefits is denied or ignored, in whole or in part, you may file a suit in a state or federal court, but only after you have exhausted this plan's claims and appeals procedures, as
described in the "Claims and Appeals Procedures" section. 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 federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the party 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 at 866-444-EBSA, logging on to [www.dol.gov](http://www.dol.gov) or contacting the EBSA field office nearest you.
Plan Administration

This information about the administration of the plan is provided in compliance with the Employee Retirement Income Security Act (ERISA) of 1974, as amended. While you should not need these details on a regular basis, the information may be useful if you have specific questions about your plan.

### Details About Plan Administration

<table>
<thead>
<tr>
<th>Description</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plan Sponsor</strong></td>
<td>Solvay USA Inc.</td>
</tr>
<tr>
<td><strong>Employer Identification Number (EIN)</strong></td>
<td>22-3539954</td>
</tr>
<tr>
<td><strong>Official Plan Name and Number</strong></td>
<td>Solvay USA Inc. Savings Plus Plan (010)</td>
</tr>
<tr>
<td><strong>Plan Year</strong></td>
<td>January 1 – December 31</td>
</tr>
<tr>
<td><strong>Type of Plan</strong></td>
<td>Defined contribution plan that contains a 401(k) feature; it is intended to comply with Section 404(c) of ERISA</td>
</tr>
<tr>
<td><strong>Plan Administrator</strong></td>
<td>Benefits Committee Solvay USA Inc. 504 Carnegie Center Princeton NJ 08540</td>
</tr>
<tr>
<td><strong>Agent for Service of Legal Process</strong></td>
<td>CT Corporation Systems 1633 Broadway New York, NY 10019</td>
</tr>
<tr>
<td></td>
<td>Legal process can also be served upon the Benefits Committee, General Counsel of the Company, or the Trustee</td>
</tr>
<tr>
<td><strong>Trustee</strong></td>
<td>Fidelity Management Trust Company 82 Devonshire Street Boston, MA 02109</td>
</tr>
<tr>
<td><strong>Type of Administration</strong></td>
<td>Self-administered through a trust</td>
</tr>
<tr>
<td><strong>Plan Funding</strong></td>
<td>The plan is funded by employee contributions based on the employee's election, and Company matching contributions based on the amount the employee contributes. Contributions are held in a trust fund and are separate from Company assets.</td>
</tr>
</tbody>
</table>
Appendix A

Provisions Applicable to Participants Hired on or After January 1, 2016

This Appendix A provides certain rules applicable to participants hired on or after January 1, 2016.

However, even if you were hired on or after January 1, 2016, this Appendix does NOT apply to you if you:

- were an active participant in the Solvay America Companies’ Pension Plan on December 31, 2015
- were an active participant in the Solvay USA Inc. Pension Equity Plan or the Solvay USA Inc. Hourly Pension Plan on December 31, 2015 and elected through a choice window to participate in the cash balance formula in the Solvay America Company’s Pension Plan;
- were an active participant in the Savings Plan on December 31, 2015 (including plans merged in on that date) and was not a participant in the Solvay America Companies’ Pension Plan, the Solvay USA Inc. Pension Equity Plan or the Solvay USA Inc. Hourly Pension Plan on that date (other than an employee of Solvay Biomass Energy LLC);
- are any other participant who is a Cash Balance Participant as defined in the Solvay Pension Plan;
- are a participant in the Solvay USA Inc. Pension Equity Plan or the Solvay USA Inc. Hourly Pension Plan;
- are an employee of Solvay Biomass Energy LLC; or
- are covered by a collective bargaining agreement that provides for participation in the Savings Plan as in effect on December 31, 2015.

Definition of Pay

For purposes of making contributions to the plan (yours and the Company's), “eligible pay” means your total pay and generally includes all amounts you receive from the Company for services actually rendered – including base pay, overtime and premium pay, safety bonuses, sales incentives, and unused vacation pay.

Total pay does not include severance pay, imputed income from life insurance premiums, automobile allowances, moving expenses, clothing allowances, hiring bonuses, relocation allowances, presidential awards, profit sharing awards, Global Performance Sharing Plan, new employee finder’s fees, production incentive pay, health enhancements, sign-on bonuses, tuition reimbursements, miscellaneous bonuses, non-taxable separation pay, perfect attendance awards, expatriate and inpatrate allowances, tools, MBA housing allowances, taxable fringe benefits, holiday bonuses, service awards, and vested illness credits.
Company Matching Contributions

The first 6% of your eligible pay that you contribute during a pay period (either voluntarily or through automatic enrollment, and on before-tax and/or Roth after-tax contributions) is matched dollar-for-dollar by the Company each pay period.

Company matching contributions are determined on the basis of your contributions during each pay period, up to 6% of your total pay in that pay period. The Company makes a “true-up” adjustment for Company matching contributions each payroll period. If you do not contribute at least 6% of your total pay in each pay period, then you may not receive the full amount of Company matching contributions provided by the plan, even if your total savings under the plan for a calendar year is 6% or more of your total pay for that year.

Company Contribution

In addition to matching contributions, the plan features a discretionary Company contribution. You will receive a contribution for the Plan Year equal to 3% of your eligible pay per pay period.

Upon satisfying the eligibility requirements for the Company contribution, you will be automatically enrolled in the plan for this purpose. If you are not enrolled (either voluntarily or through automatic enrollment) in the 401(k) component but you are eligible for the Company contribution, then an account will still be established for you as a participant in this component of the plan. Contributions will begin as of your date of hire (or as of your date of eligibility, if later). If you have not made an investment election, contributions will be allocated to the target date fund most closely associated with your normal retirement age (65th birthday).

The portion of your account balance under the plan attributable to the annual Company contribution is not available for loans or in-service withdrawals.

Ownership of Your Account Balance

When you are vested, you have a nonforfeitable right to the portion of your account balance attributable to your vested contributions including earnings on these amounts.

You are always 100% vested in your before-tax, Roth after-tax, and rollover contributions, plus any investment earnings on these amounts.
Vesting in all Company contributions, and any investment earnings on them, is based on your years of vesting service as shown in the table below.

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>1</td>
<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>50%</td>
</tr>
<tr>
<td>3</td>
<td>75%</td>
</tr>
<tr>
<td>4 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

If you are not already 100% vested in your Company contributions, you automatically become 100% vested in these contributions (and any investment earnings on these contributions) if you are an active employee when you:

- reach age 55
- become totally disabled, or
- die.

For vesting purposes, “service” generally includes your entire period of employment with the Company and affiliates, beginning with your first day of work and ending on your last day worked with the Company and all affiliates. It also includes any periods you’re disabled, provided you return to work for the Company following your recovery. For purposes of this definition, an “affiliate” generally means a company that is a member of the same controlled group as the Company (as determined under IRS rules and based on an 80% ownership).

Your vesting service may include certain other periods in which you are absent from work, and these rules are described in the main body of this SPD. Your vesting service will not be increased to include periods during which you receive periodic severance pay. Also, special rules may apply if you were previously employed by an entity acquired by the Company.
Appendix B
Provisions Applicable to Employees of Biomass Energy LLC and Certain Union Employees

This Appendix B provides certain rules applicable to participants who are covered by a collective bargaining agreement providing the benefits described in this Appendix B, generally those first credited with an hour of service on or after:

- January 16, 2005 at the Chicago Heights, IL location;
- September 1, 2007 at the Charleston, SC location;
- September 1, 2009 at the University Park, IL location; OR
- May 1, 2014 at the Blue Island, IL location.

This Appendix B also provides certain rules applicable to participants WHO ARE NOT participants in the Solvay Pension Plan (formerly the Solvay USA Inc. Pension Equity Plan or the Solvay USA Inc. Hourly Pension Plan) and WHO ARE:

- Employed by Solvay Biomass Energy, LLC.

Definition of Eligible Pay

For purposes of making contributions to the plan (yours and the Company's), "eligible pay" means your regular pay and generally includes base pay shift differentials (but not overtime shift differentials), scheduled overtime for 12-hour shift workers, and unused vacation pay.

Regular pay does not include bonus, overtime (other than the scheduled overtime for 12-hour shifts noted above), pay at premium rates not specified above, expatriate premiums, commissions, directors fees, severance pay (with a limited exception that may applied if you become disabled), any other additional compensation, any amounts not includable as compensation, and amounts paid to you from a company employee benefit plan.

Company Matching Contributions

The first 4% of your eligible pay that you contribute during a pay period (either voluntarily or through automatic enrollment in the plan, and on a before-tax and/or Roth after-tax basis) is matched dollar-for-dollar by the Company each pay period.

Company matching contributions are determined on the basis of your contributions during each pay period, up to 4% of your eligible pay in that pay period. The Company makes a “true-up” adjustment
for Company matching contributions each payroll period. If you do not contribute at least 4% of your eligible pay in each pay period, then you may not receive the full amount of Company matching contributions provided by the plan, even if your total savings under the plan for a calendar year is 4% or more of your total pay for that year.

**Annual Company Contribution**

In addition to Company matching contributions, the plan features an annual Company contribution. You are eligible for this Company contribution if you are: (a) a full time employee, or (b) a part-time employee who has been credited with at least 1,000 hours of service during the Plan Year. You must be employed by the Company on the last day of the Plan Year to receive the Company contribution; however, you will receive a contribution if you terminate employment after your normal retirement date, you die, or you become disabled. You remain eligible while on an approved leave. You are not required to make before-tax or Roth after-tax contributions to the plan to receive the Company contribution. The contribution will be made to your plan account in January (or as soon as administratively possible) of the following year. If you have not made an investment election, your Company contribution will be directed to the plan’s target date fund most closely associated with your 65\textsuperscript{th} birthday.

**Annual Company Contribution Amount for Participants Other Than Blue Island Participants**

For participants other than Blue Island participants, your annual Company contribution amount for any Plan Year will be based on: (a) your age, (b) your eligible pay earned during the Plan Year while you are a participant, and (c) the social security wage base in effect for that Plan Year. Your age determines the contribution percentage. Your contribution will equal the sum of: (a) the applicable percentage of your eligible pay (your “Regular Percentage”) plus (b) the applicable percentage of your eligible pay that exceeds the Social Security wage base in effect for the Plan Year (your “Excess Percentage”).

Your Regular Percentage and Excess Percentage are determined each year based on your age on the last day of the Plan Year to which the contribution relates, as follows:

<table>
<thead>
<tr>
<th>Participant’s Age on Last Day of Plan Year</th>
<th>Regular Percentage (Percentage of Regular Pay)</th>
<th>Excess Percentage (Percentage of Regular Pay Above Social Security Wage Base)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 30</td>
<td>2.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>30-34</td>
<td>2.5%</td>
<td>0.0%</td>
</tr>
<tr>
<td>35-39</td>
<td>3.0%</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
If you became eligible to participate in the plan on July 1, 2015 as a result of employment with Solvay Biomass Energy LLC on June 30, 2015, your contribution for the 2015 Plan Year is based on eligible pay from the date you began to participate through the end of 2015; and the social security wage base is treated as one-half the Social Security wage base in effect for the 2015 Plan Year.

The portion of your account balance under the plan attributable to the annual Company contribution is not available for loans or in-service withdrawals.

**Annual Company Contribution Amount For Blue Island Participants**

For Blue Island participants, your annual Company contribution amount for any Plan Year will be based on your age and your eligible pay earned during the Plan Year while you are a participant. Your contribution will equal the applicable percentage of your regular pay, based on your age on the last day of the Plan Year to which the contribution relates, as follows:

<table>
<thead>
<tr>
<th>Participant's Age on Last Day of Plan Year</th>
<th>Percentage of Regular Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 30</td>
<td>1.0%</td>
</tr>
<tr>
<td>30 - 34</td>
<td>1.25%</td>
</tr>
<tr>
<td>35-39</td>
<td>1.5%</td>
</tr>
<tr>
<td>40 - 44</td>
<td>3.0%</td>
</tr>
<tr>
<td>45-49</td>
<td>5.0%</td>
</tr>
<tr>
<td>Age 50 and over</td>
<td>6.5%</td>
</tr>
</tbody>
</table>
The portion of your account balance under the plan attributable to the annual Company contribution is not available for loans or in-service withdrawals.

**Ownership of Your Account Balance**

When you are vested, you have a nonforfeitable right to the portion of your account balance attributable to your vested contributions including earnings on these amounts.

You are always 100% vested in your before-tax, Roth after-tax, and rollover contributions, plus any investment earnings on these amounts.

Vesting in all Company matching contributions and any investment earnings on them is based on your years of vesting service, as shown in the table below.

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
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<td>75%</td>
</tr>
<tr>
<td>4 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

You will become vested in your annual Company contributions and any investment earnings on them after three years of vesting service, or on your 65th birthday if earlier.

If you are not already 100% vested in your matching and annual Company contributions, you automatically become 100% vested in these contributions (and any investment earnings on these contributions) if you are an active employee when you:

- Reach age 55,
- Become totally disabled, or
- Die.

For vesting purposes, “service” generally includes your entire period of employment with the Company and affiliates, beginning on your first day of work and ending on your last day of work with the Company and all affiliates. It also includes any periods you are disabled, provided you return to work for the Company following your recovery. For purposes of this definition, an “affiliate” generally means a company that is a member of the same controlled group as the Company (as determined under IRS rules and based on an 80% ownership).
Your vesting service may include certain other periods in which you are absent from work, and these rules are described in the main body of this SPD. Your vesting service will not be increased to include periods during which you receive periodic severance pay. If you terminated employment with the Company prior to January 1, 2016 and you participated in a plan merged into this plan, you will retain the vesting schedule you had under the merged plan. Also, special rules may apply if you were previously employed by an entity acquired by the Company.
Appendix C
Provisions Regarding Matching Contributions for Certain Employees

This Appendix C provides certain rules applicable to certain groups of participants as described below. Appendix C applies to you if:

- **(4% Group)** You participate in the Pension Equity Plan portion of the Solvay Pension Plan (formerly the Solvay USA Inc. Pension Equity Plan) or the Solvay USA Inc. Hourly Pension Plan as a “choice” participant (you elected to remain covered by those plans through a choice window)

- **(9% Group)** You are a cash balance pension plan participant – that is, you were hired prior to January 1, 2016, you are not in the 7% Group (grandfathered) described below and you
  - Were an active participant in the Solvay America Companies’ Pension Plan on December 31, 2015; OR
  - Were an active participant in the Solvay USA Inc. Pension Equity Plan or the Solvay USA Inc. Hourly Pension Plan on December 31, 2015, and elected through a choice window to participate in the cash balance formula under the Solvay America Companies’ Pension Plan; OR
  - Were an active participant in this plan on December 31, 2015 (including certain plans merged into this plan on that date), and WERE NOT a participant in the Solvay America Companies’ Pension Plan, the Solvay USA Inc. Pension Equity Plan, or the Solvay USA Inc. Hourly Pension Plan on that date (other than a Biomass Energy LLC employee).

- **(7% Group)** You are a grandfathered participant – that is, you were a participant in the Solvay America Companies’ Pension Plan who elected as of January 1, 2005 to remain covered under the traditional formula and you have remained employed since that date

- **(1.25% Group)** You are a transition participant – that is, you were a participant in the Solvay America Companies’ Pension Plan on December 31, 2004, other than a grandfathered participant, and you have remained employed since that date (note that transition participants also receive the 9% matching contribution described above).

**Definition of Pay**

*For the 9%, 7%, and 1.25% Groups Described Above*

For purposes of making contributions to the plan (yours and the Company’s), “eligible pay” means your total pay and generally includes all amounts you receive from the Company for services actually rendered – including base pay, overtime and premium pay, safety bonuses, sales incentives, and unused vacation pay.
Total pay does not include severance pay, imputed income from life insurance premiums, automobile allowances, moving expenses, clothing allowances, hiring bonuses, relocation allowances, presidential awards, profit sharing awards, the Global Performance Profit Sharing Plan, new employee finder’s fees, production incentive pay, health enhancements, sign-on bonuses, tuition reimbursements, miscellaneous bonuses, non-taxable separation pay, perfect attendance awards, expatriate and inpatiate allowances, tools, MBA housing allowances, taxable fringe benefits, holiday bonuses, service awards, and vested illness credits.

For the 4% Group

For purposes of making contributions to the plan (yours and the Company's), “eligible pay” means your regular pay and generally includes base pay shift differentials (but not overtime shift differentials), scheduled overtime for 12-hour shift workers, and unused vacation pay.

Regular pay does not include bonus, overtime (other than scheduled overtime for 12-hour shifts noted above), pay at premium rates not specified above, expatriate premiums, commissions, directors fees, severance pay (with a limited exception that may applied if you become disabled), any other additional compensation, any amounts not includable as compensation, and amounts paid to you from a company employee benefit plan.

Company Matching Contributions

The first 4%, 7%, or 9% (as applicable, based on the description above) of your eligible pay that you contribute during a pay period (either voluntarily or through automatic enrollment, and on before-tax and/or Roth after-tax contributions) is matched dollar-for-dollar by the Company each pay period.

Company matching contributions are determined on the basis of your contributions during each pay period, up to 4%, 7%, or 9% (as applicable) of your eligible pay in that pay period. The Company makes a "true-up" adjustment for Company matching contributions each payroll period. If you do not contribute at least 4% of your eligible pay in each pay period, then you may not receive the full amount of Company matching contributions provided by the plan, even if your total savings under the plan for a calendar year is 4%, 7%, or 9% (as applicable) or more of your total pay for that year.

Company Contribution for the 1.25% Group

For the 1.25% Group described above, the plan features a Company (transition) contribution in addition to the 9% matching contribution. If you are in the 1.25% Group, you will receive an amount equal to 1.25% of your eligible pay on a pay-roll basis (per paycheck). You do not need to make a before-tax or Roth after-tax contribution to receive the annual Company contribution. The contribution will be allocated to your account in the proportion that your eligible compensation bears to the total eligible compensation of all participants in the 1.25% Group.

Ownership of Your Account Balance

When you are vested, you have a nonforfeitable right to the portion of your account balance attributable to your vested contributions, including earnings on these amounts.
You are always 100% vested in your before-tax, Roth after-tax, and rollover contributions, plus any investment earnings on these amounts.

Vesting in all Company contributions and any investment earnings on them is based on your years of vesting service, as shown in the table below.

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
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<td>3</td>
<td>75%</td>
</tr>
<tr>
<td>4 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

If you are not already 100% vested in your matching or Company contributions, you automatically become 100% vested in these contributions (and any investment earnings on these contributions) if you are an active employee when you:

- Reach age 55
- Become totally disabled, or
- Die.

For vesting purposes, “service” generally includes your entire period of employment with the Company and affiliates, beginning with your first day of work and ending on your last day worked with the Company and all affiliates. It also includes any periods you’re disabled, provided you return to work for the Company following your recovery. For purposes of this definition, an “affiliate” generally means a company that is a member of the same controlled group as the Company (as determined under IRS rules and based on an 80% ownership).

Your vesting service may include certain other periods in which you are absent from work, and these rules are described in the main body of this SPD. Your vesting service will not be increased to include periods during which you receive periodic severance pay. If you terminated employment with the Company prior to January 1, 2016 and you participated in a plan merged into this plan, you will retain the vesting schedule you had under the merged plan. Also, special rules may apply if you were previously employed by an entity acquired by the Company.
Appendix D
Provisions Applicable to Certain Union Employees at the Vernon, TX and Baltimore, MD Locations

This Appendix D provides certain rules applicable to participants WHO ARE NOT participants in the Solvay Pension Plan (formerly the Solvay USA Inc. Pension Equity Plan or the Solvay USA Inc. Hourly Pension Plan) and WHO ARE covered by a collective bargaining agreement providing the benefits described in this Appendix D, generally those employed at the:

- Vernon, TX location, or the
- Baltimore, MD location.

Definition of Eligible Pay

For purposes of making contributions to the plan (yours and the Company's), “eligible pay” means your regular pay and generally includes base pay shift differentials (but not overtime shift differentials), scheduled overtime for 12-hour shift workers, and unused vacation pay.

Regular pay does not include bonus, overtime (other than the scheduled overtime for 12-hour shifts noted above), pay at premium rates not specified above, expatriate premiums, commissions, directors fees, severance pay (with a limited exception that may applied if you become disabled), any other additional compensation, any amounts not includable as compensation, and amounts paid to you from a company employee benefit plan.

Company Matching Contributions

The first 4% of your eligible pay that you contribute during a pay period (either voluntarily or through automatic enrollment in the plan, and on a before-tax and/or Roth after-tax basis) is matched dollar-for-dollar by the Company each pay period.

Company matching contributions are determined based on your contributions during each pay period, up to 4% of your eligible pay in that pay period. The Company makes a “true-up” adjustment for Company matching contributions each payroll period. If you do not contribute at least 4% of your eligible pay in each pay period, then you may not receive the full amount of Company matching contributions provided by the plan, even if your total savings under the plan for a calendar year is 4% or more of your total pay for that year.

Ownership of Your Account Balance

When you are vested, you have a nonforfeitable right to the portion of your account balance attributable to your vested contributions including earnings on these amounts.
You are always 100% vested in your before-tax, Roth after-tax, and rollover contributions, plus any investment earnings on these amounts.

Vesting in all Company matching contributions and any investment earnings on them is based on your years of vesting service, as shown in the table below.

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0%</td>
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<tr>
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<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>50%</td>
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<td>3</td>
<td>75%</td>
</tr>
<tr>
<td>4 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

If you are not already 100% vested in your matching contributions, you automatically become 100% vested in these contributions (and any investment earnings on these contributions) if you are an active employee when you:

- Reach age 55,
- Become totally disabled, or
- Die.

For vesting purposes, “service” generally includes your entire period of employment with the Company and all affiliates, beginning on your first day of work and ending on your last day of work with the Company and all affiliates. It also includes any periods you are disabled, provided you return to work for the Company following your recovery. For purposes of this definition, an “affiliate” generally means a company that is a member of the same controlled group as the Company (as determined under IRS rules and based on an 80% ownership).

Your vesting service may include certain other periods in which you are absent from work, and these rules are described in the main body of this SPD. Your vesting service will not be increased to include periods during which you receive periodic severance pay. If you terminated employment with the Company prior to January 1, 2016 and you participated in a plan merged into this plan, you will retain the vesting schedule you had under the merged plan. Also, special rules may apply if you were previously employed by an entity acquired by the Company.