

# Genesis Alkali, LLC

## DEPENDENT (DAY) CARE FLEXIBLE SPENDING ACCOUNT PLAN

### SUMMARY PLAN DESCRIPTION EFFECTIVE September 1, 2017

**For:**  
**Green River Hourly Employees**

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This SPD includes a list of definitions of commonly used terms and phrases, which are *italicized* where they appear in the document.

# Introduction

This Summary Plan Description (SPD) describes the Genesis Alkali Dependent (Day) Care Flexible Spending Account (FSA) Plan. With this account, you can pay for certain *dependent* day care expenses with pre-tax dollars.

Benefits described in this SPD are as of September 1, 2016. This SPD replaces and supersedes any previous SPDs regarding this account or Plan. However, this SPD is not the document that governs the Plan. The Genesis Alkali Flexible Benefits Plan Document (Plan Document) governs this account and Plan. If there is a conflict between the Plan Document and this SPD, the Plan Document will govern.

This Plan is maintained according to the collective bargaining agreement between Genesis Alkali, LLC (Successor in interest to Tronox Alkali) and the United Steelworkers Local 13214 dated July 1, 2016. A copy of the collective bargaining agreement may be obtained from the Green River Human Resources Department.

Genesis Alkali intends to continue the Plan indefinitely. However, Genesis Alkali reserves the right to terminate or modify the Plan, including employee eligibility to participate, at any time, subject to any applicable collective bargaining obligations. In addition, Genesis Alkali reserves the right to change the cost of coverage unless specific rates have been negotiated by the terms of a collective bargaining agreement. Your participation in the Plan is not a guarantee of continued employment nor does it provide you with any benefits other than those described in this SPD.

# Plan Highlights

## HIGHLIGHTS

- A Dependent (Day) Care Flexible Spending Account is available to pay for eligible childcare or elder care expenses for your qualified *dependents* on a pre-tax basis. These expenses must be necessary for you (and your spouse, if married) to work.
- Participation is voluntary; it is your choice.
- Participation begins on your first day of work if you enroll within 31 days of your date of hire.
- Annual enrollment is required if you want to participate. You must specify each year how much you want to contribute; your elections do not roll over to the next year.
- Any money not used by the end of the year can be used for eligible expenses incurred during the grace period, which is January 1 through March 15 of the next year. Any money left in your account at the end of the grace period cannot be returned to you or carried over to the next year.
- All reimbursement claims must be received by the *Claims Administrator* by April 1 of the next year for the previous coverage period.

# Eligibility

You are eligible for the Dependent (Day) Care FSA Plan if you are on the U.S. payroll and are actively at work for Genesis Alkali as an hourly employee working at the Green River, Wyoming facility represented by Local Union 13214 of the United Steelworkers of America.

Independent contractors and employees classified as seasonal, temporary or leased are not eligible to participate in the Plan.

# Enrollment and Participation

## ENROLLMENT

As a new employee, your participation begins on your first day of work if you enroll within 31 days of your hire date.

You can complete your enrollment by going online to [www.MyAlkaliBenefits.com](http://www.MyAlkaliBenefits.com) or by contacting the Genesis Alkali Benefits Service Center at 1-833-251-9452, Option 1 within 31 days of your date of hire.

If you do not enroll when first eligible (within 31 days of your date of hire), you can do so during annual enrollment or following a change in family status.

Once you make your election, it remains in effect for the remainder of the calendar year unless you have a change in family status.

## ANNUAL ENROLLMENT

Enrollment is required each year. You will need to enroll if you want to participate and specify how much you want to contribute. Your enrollment elections do not roll over to the next *plan year*.

The annual enrollment period is held in the fall of each year. Your annual enrollment elections are effective on January 1 of the following year.

Your annual enrollment election remains in effect for the entire calendar year and you cannot change your election until the next annual enrollment period, unless you experience a change in family status.

## CHANGE IN FAMILY STATUS – SPECIAL ENROLLMENT EVENT

Once you make your election, your choice remains in effect for the entire calendar year unless you have a change in family status. A change in family status occurs when you and/or a dependent either becomes newly eligible or loses eligibility for participation. The event that qualifies as a change in family status is referred to as a special enrollment event. If you have a change in family status and want or are required to make a change in your participation, you must notify the Genesis Alkali Benefits Service Center of the change and provide all required documentation within 31 days of the special enrollment event. If the special enrollment event is the loss of Children's Health Insurance Program (CHIP) or Medicaid coverage or if you become eligible for employee contribution subsidies from Medicaid or CHIP, you may request enrollment in the Plan within 60 days of the event.

Your new election will be effective the day of the special enrollment event if your change is received within the 31-day or 60-day period, as applicable. If you do not request a change within this period, your next opportunity to do so will be during the annual enrollment period.

Following is a list of special enrollment events that allow you to make changes and the changes you are allowed to make for each event:

Special Enrollment Event	Permitted Changes
Marriage, certified same-sex domestic partnership	Enroll in account Increase contributions Decrease contributions Stop contributions
Divorce, legal separation, termination of same-sex domestic partnership or death of spouse or same-sex domestic partner	Enroll in account Increase contributions Decrease contributions Stop contributions
Birth, adoption (or child placed for adoption) or foster child	Enroll in account Increase contributions
Death of a <i>dependent</i> child	Decrease contributions Stop contributions
Loss of eligibility due to a change in your, your spouse's, same-sex domestic partner's or dependent's employment status or schedule	Enroll in account Increase contributions Decrease contributions Stop contributions
Gain in eligibility due to a change in spouse's, same-sex domestic partner's or dependent's employment status or schedule	Enroll in account Increase contributions Decrease contributions Stop contributions
Loss of dependent's eligibility due to age	Decrease contributions Stop contributions
Change in eligibility due to termination of your, your spouse's, same-sex domestic partner's or dependent's employer contributions towards medical coverage	No change allowed
Change in eligibility for benefits due to loss of CHIP or Medicaid coverage	No change allowed
Change in eligibility for benefits due to becoming eligible or ineligible for employee contribution subsidies from CHIP or Medicaid	No change allowed
Moving out of a network service area	No change allowed

To make a change go online to [www.MyAlkaliBenefits.com](http://www.MyAlkaliBenefits.com) or contact the Genesis Alkali Benefits Service Center at 1-833-251-9452. You will be required to provide documentation regarding your status change.

If you enroll in coverage due to a change in family status during the year, only expenses incurred after your participation begins are eligible for reimbursement. If you decrease contributions due to a family status change, you cannot reduce your contributions below any reimbursements you have already received for the year.

# Leaves of Absence

Generally, your participation stops while you are on an approved paid leave of absence (including any pay you receive from Genesis Alkali, such as short-term disability benefits) or an approved unpaid leave of absence (including income replacement benefits from a third party, such as long-term disability, workers' compensation or industrial disability). This means your contributions will not be deducted while on a leave of absence. However, your participation will continue while on a paid military leave unless you elect to stop making contributions.

If your participation stops while you are on a leave of absence, Genesis Alkali may reinstate your participation upon your return to work. You must request reinstatement from the Genesis Alkali Benefits Service Center within 31 days of your return to work and you must pay any required contributions. Your participation will be effective on the date you return to work if you request reinstatement within 31 days.

**Note:** For all types of leaves of absence, child means a biological child, adopted child, foster child, step child, legal ward or child of a person standing in loco parentis (meaning acting in place of a parent). Depending on the type of leave and the circumstances, an age limit may apply.

## FAMILY AND MEDICAL LEAVE ACT (FMLA)

FMLA provides you with certain rights to a leave of absence and protects your job for the duration of the approved leave (FMLA leave). After having been employed with Genesis Alkali for at least 12 months and at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave, you may be eligible for an FMLA leave of up to 12 work weeks:

- For the birth or placement for adoption or foster care of your child and to care for him/her after the event;
- To care for your spouse, son, daughter or parent who has a serious health condition;
- If you have a serious health condition (including pregnancy) that makes you unable to perform your job; or
- To address certain qualifying exigencies due to your spouse, son, daughter or parent being on covered active duty (or being notified of an impending call or order to covered active duty) in the U.S. Armed Forces. Qualifying exigencies include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

Covered active duty includes certain military duty performed by members of reserve components (i.e., National Guard and Reserves) and members of regular components of the U.S. Armed Forces. Generally, covered active duty is limited to duty during deployment to a foreign country.

In addition, if you are the spouse, son, daughter, parent or next of kin of a covered service member, you may be eligible for up to 26-weeks of leave during a single 12-month period to care for the covered service member with a serious injury or illness. Certain current and temporary disability retired list members as well as veterans of the U.S. Armed Forces, including the National Guard and Reserves) may qualify as covered service members. To qualify as a covered service member, an individual must be undergoing medical treatment, recuperation or therapy, or must be on status, for a serious illness or injury incurred or aggravated in the line of duty on active duty. For a veteran, the individual must have been a member of the Armed Forces sometime within five years before the date on which the veteran undergoes the medical treatment, recuperation or therapy.

## **MILITARY LEAVE**

If you are absent from employment with Genesis Alkali due to being in uniformed service, as defined by the Uniformed Services Employment and Reemployment Rights Act (USERRA), your participation continues on the same basis as other active employees if you are on a paid USERRA leave or ends if you are on an unpaid USERRA leave. You are responsible for making any required contributions during your USERRA leave according to applicable Plan provisions. If your Plan participation ends due to your USERRA leave and is later reinstated within the relevant period allowed by USERRA, you will not be subject to any initial eligibility requirements. Refer to Genesis Alkali's Military Leave Policy for more information.

## **LONGEVITY LEAVE**

Longevity Leave is available on a one-time basis to employees with 20 or more years of service. Participation stops while you are on a Longevity Leave. Your participation will be reinstated when you return to work.

# When Participation Ends

Your participation in the Plan ends on the last day of the month after the earliest of when:

- You go on an approved paid leave of absence (including any pay you receive from Genesis Alkali, such as short-term disability benefits) or an unpaid leave of absence (including income replacement benefits from a third party, such as long-term disability, workers' compensation or industrial disability);
- Your employment with the Company ends or you retire from the Company;
- You no longer qualify as an eligible employee of the Company;
- You stop making the required contributions;
- The Plan ends.

There is no *COBRA* continuation for the Dependent (Day) Care FSA Plan.

# How the Plan Works

## OVERVIEW

Plan Provision	Dependent (Day) Care FSA
Minimum Annual Contribution	\$100
Maximum Annual Contribution	\$5,000
Eligible Expenses	<ul style="list-style-type: none"> <li>• <b>Day care</b> for your children younger than 13 or any age if disabled and necessary to allow you and your spouse to work including:               <ul style="list-style-type: none"> <li>– Babysitters or companions (may include relatives older than 19 whom you do not claim as a tax exemption if they care for your <i>dependents</i> so you can work)</li> <li>– Education expenses, like nursery school for children not yet in kindergarten – Day camp expenses.</li> </ul> </li> <li>• <b>Elder Care</b></li> </ul>
Coverage Period	January 1 – December 31
Grace Period	January 1 – March 15 for the previous coverage period
Claims Reimbursement Deadline*	April 1 of the next year for the previous coverage period

\* All reimbursement claims must be received (not mailed or postmarked) by the Claims Administrator by April 1.

## HOW THE ACCOUNT WORKS

- You decide how much money to set aside from your pay each year. The FSA calculator on [My Benefits](#) online at [www.tinyurl.com/alkalibenefits](http://www.tinyurl.com/alkalibenefits) can help you estimate your annual *dependent* day care expenses.
- A per pay period deduction is taken from your pay before Social Security, federal and most state and local taxes (except Pennsylvania and New Jersey). Your contributions are deposited in your Dependent (Day) Care FSA.
- When you have an eligible expense, you can use your FSA debit card (see the [Flexible Spending Account Debit Card](#) section) or you can pay the bill and submit a claim along with your receipts and supporting documentation to the *Claims Administrator*. You can only file a claim for expenses that you have incurred and only up to your account balance. The *Claims Administrator* will process your claim and send you a check or you can elect direct deposit.
- **Use It or Lose It:** Any money left in your FSA at the end of the year can be used for expenses incurred during the grace period, January 1 – March 15 of the next year. Any money left in your FSA at the end of the grace period is forfeited.

## YOUR ACCOUNT

Your Dependent (Day) Care FSA can be used to pay for the care of a child or a *dependent* adult so that you or your spouse, if you are married, can work.

To be eligible for reimbursement, the expenses must be incurred for a *dependent* who is claimed on your federal income tax return and is:

- Under 13 years of age,
- Your disabled spouse, or
- An elderly or disabled adult who spends at least 8 hours a day in your home and depends on you for support.

## HOW MUCH YOU CAN CONTRIBUTE

You can contribute a minimum of \$100 up to a maximum of \$5,000 per year into a Dependent (Day) Care FSA. Your contributions are deducted in equal amounts from your pay during the year on a pre-tax basis.

### Calculate Your Expenses Carefully: Unused Funds Are Forfeited

Because you are using pre-tax dollars, federal regulations have restrictions on the use of flexible spending accounts. There is a 2½-month grace period, which means you have until March 15 of the next year to incur dependent (day) care expenses before any funds that were not used are forfeited.

You cannot carry over to the next year or get back any FSA funds that you did not use. Additional regulations are listed later in this section.

### If You Are Married

If you are married and file a joint tax return, you and your spouse together may not deposit more than \$5,000 in total to dependent care spending accounts.

If one salary is less than \$5,000, the maximum contribution can be no greater than the lowest salary.

If you file separate returns, each may contribute up to a total of \$2,500.

If your spouse has no earned income, you generally cannot contribute to a dependent care spending account unless your spouse is disabled or a full-time student.

### Tax Considerations

Expenses that are eligible for reimbursement through the Dependent (Day) Care FSA are also eligible for credit on your federal income tax return. You have a choice which option to use. Using the tax credit directly reduces the amount of taxes you pay; the spending account reduces the amount of income that is taxed.

Your individual tax situation will determine which approach is better for you. You should contact your tax advisor to determine which approach is best for you.

## ELIGIBLE DEPENDENT CARE EXPENSES

You can use your Dependent (Day) Care FSA to reimburse the following expenses:

- Babysitting in or out of your home;
- Nursery schools or day care centers;
- Adult day care or *dependent* care in your home or in someone else's home;
- Full-time, live in day care and housekeeping services;
- Day camp; or
- Other expenses that qualify as *dependent* care as described in IRS Publication 503, Child and Dependent Day Care

Expenses or check online at [www.irs.gov/publications/p503/index.html](http://www.irs.gov/publications/p503/index.html).

## FLEXIBLE SPENDING ACCOUNT DEBIT CARD

When you enroll in the Dependent (Day) Care FSA, you will receive two FSA debit cards from the Genesis Alkali Benefits Service Center to pay for eligible out-of-pocket dependent (day) care expenses. You will be able to use the cards at approved merchants to pay for eligible dependent (day) care expenses directly from your FSA account.

Each time you use your FSA debit card you agree to the terms and conditions set forth in the cardholder agreement, including card usage limitations and the Plan's right to withhold and offset for ineligible claims, etc.

You must call the toll-free number included with your card to activate the FSA debit card. You only need to activate one of your cards. Your FSA debit card has an expiration date. This expiration date is on the front of the cards. You will be issued a new FSA debit card when your current card expires (as long as you continue to participate in the Dependent (Day) Care FSA). There is a \$5 fee each time you request a replacement or an additional FSA debit card. This fee is automatically deducted from your FSA account.

Using the FSA debit card allows you to access your account immediately with no out-of-pocket costs to you. When you use your card, the expense is withdrawn from your Dependent (Day) Care FSA account balance. You can only use the card for expenses that you have incurred and only up to your Dependent (Day) Care FSA account balance. **You MUST save the receipts; this is an IRS requirement. You will need to provide copies of these receipts to substantiate these expenses as an eligible reimbursement.** Submit copies of the receipts to the *Claims Administrator* and retain the originals.

If you receive a request from the *Claims Administrator* to substantiate an expense, you will need to provide the requested documentation in a timely manner. If you do not provide proper documentation, your FSA debit card will be suspended and you will have to pay all eligible future dependent (day) care expenses out of pocket and submit manual reimbursement claims to the *Claims Administrator*.

## EXPENSES THAT ARE NOT ELIGIBLE FOR REIMBURSEMENT

- Care provided by another dependent of yours or your child under the age of 19,
- Housekeeping services not related to dependent care,
- Overnight camp,
- Cost of food, clothing or transportation,
- Tuition or other educational expenses for children in the first grade or higher,
- Any expenses which you or your spouse take a dependent care tax credit on your federal tax return,
- Charges for convalescent nursing home care,
- Expenses incurred before joining the Plan.

# Filing a Claim for Reimbursement

## REIMBURSEMENT GUIDELINES

To be eligible for reimbursement, expenses must be incurred during the calendar year you are enrolled or within any grace period. All claims for reimbursement must be received by April 1 of the following year for the previous coverage period.

**Note:** If you participate in both Genesis Alkali's Health Care Flexible Spending Account and Dependent (Day) Care Flexible Spending Account, each spending account is independent of the other. By federal law, you cannot use your Health Care FSA funds to pay dependent care expenses or vice versa.

You can receive reimbursement up to the amount of your account balance at the time your reimbursement form is received. If your current balance does not cover the full expense, additional payments will be made as future contributions are made.

## FILING A REIMBURSEMENT CLAIM

To file a FSA reimbursement claim for eligible expenses you have paid out of your own pocket, download a *Flexible Spending Account Reimbursement Request* form from [My Benefits](#) online at [www.tinyurl.com/alkalibenefits](http://www.tinyurl.com/alkalibenefits). Complete the form according to the instructions and submit the completed form with copies of receipts and supporting documents to the *Claims Administrator* by fax or mail to the fax number or address on the form. Keep a copy of the completed form and supporting documentation for your records.

You will need to attach original receipts and/or bills from your provider. If you elect to contribute to the Dependent (Day) Care FSA, your day care provider must be willing to supply the IRS with his or her Social Security number or taxpayer ID number. The IRS requires this information.

## CLAIM SUBMISSION DEADLINES

All claims should be submitted as soon as possible. Claims received by the *Claims Administrator* after April 1 of the following year are not eligible for reimbursement.

## INITIAL REVIEW AND DECISION

When a claim is filed properly, the *Claims Administrator* reviews the claim and notifies you of the determination. You will be notified, in writing, no later than 30 days after receiving the initial claim, unless you need to provide additional information. You will be notified during the initial 30-day period, and will have 45 days to provide the additional information requested. A decision will be made within 15 days after receiving your additional information, or, after your 45-day deadline to complete the claim, if earlier.

## NOTICE OF DETERMINATION

You will generally receive written notice of a claim decision within the time limit described above.

## IF YOUR CLAIM IS DENIED

If your claim is denied (in whole or in part), you will receive a notice that includes:

- The specific reason or reasons for the denial;
- Reference to the specific Plan or Plan Document provision on which the determination is based;
- A description of any additional material or information that is needed to complete the claim and an explanation why this material or information is needed;

- 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 (other than legally or medically privileged documents) relevant to your claim;
- A description of the Plan's review procedures and the time limits applicable to these procedures (If your claim involves a claim for urgent care, the notice will include a description of the expedited review process applicable to this claim.);
- A statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) of 1974, as amended, after you have exhausted all of your appeals under the Plan; and
- If an internal rule, guideline, protocol or other similar criterion was relied on in making the decision, a copy of the internal rule, guideline, protocol or other similar criterion (or a statement that the denial was based on this authority and that a copy of the authority will be provided free of charge upon request).

If your claim is denied (in whole or in part), you may appeal the decision under the procedures described in the next section.

# Appeal Procedures

The time limits for appeal of a denial of your claim for benefits are as follows:

Time Limit for:	
You to file a first appeal	60 days after receiving the claim denial notice
The Plan to notify you of the first appeal decision	Within 30 days after receiving the appeal
You to file a second appeal	60 days after receiving the appeal denial notice
The Plan to notify you of the second appeal decisions	Within 30 days after receiving the second appeal

## FIRST APPEAL

If you receive a claim denial notice, you or your authorized representative may request, in writing, a full and fair review of the initial claim decision. To request a review, within 60 days after receiving the notice, send your written request for an appeal involving:

### Eligibility to:

Genesis Alkali, LLC Human Resources  
Genesis Alkali, LLC  
1735 Market Street  
Philadelphia, PA 19103

### FSA claims to:

Genesis Alkali Benefits Service Center  
FSA Claims Administrator  
P.O. Box 570485  
Houston, TX 77257  
Phone: 1-833-251-9452, option 1  
Fax: 1-281-652-5971

You will have the opportunity to submit written comments, documents, records and other information relating to your claim.

The *Plan Administrator* will provide access to, and copies of, documents, records and other information relevant to your claim for benefits (other than legally or medically privileged documents) free of charge.

Your appeal should include your name and identification number, the dates of service that are the basis of the claim, your provider's claim number, if any, and an explanation why you believe the claim should be paid.

**The Claims Administrator serves as the final review committee and, in its sole discretion, has the authority to interpret Plan provisions as well as facts and other information related to claims and appeals.**

When your appeal is received, it will be reviewed and a decision will be made based on comments, documents, records and other information you have submitted, without regard to whether this information was submitted or considered in the initial benefit determination. Your appeal will be reviewed in accordance with the time limits above.

This review will not afford deference to the initial denial and will be performed by the appropriate Plan fiduciary who is neither the individual who made the initial claim denial nor the subordinate of that individual.

## **NOTICE OF DECISION ON FIRST APPEAL**

If your first appeal is denied (in whole or in part), you will receive a notice that includes:

- The specific reason or reasons for the denial;
- Reference to the specific Plan or Plan Document provision on which the 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 (other than legally or medically privileged documents) relevant to your claim;
- A description of the Plan's review procedures and the time limits applicable to these procedures;
- A statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) of 1974, as amended, after you have exhausted all of your appeals under the Plan; and
- If an internal rule, guideline, protocol or other similar criterion was relied on in making the decision, a copy of the internal rule, guideline, protocol or other similar criterion (or a statement that the denial was based on this authority and that a copy of the authority will be provided free of charge upon request).

## **SECOND APPEAL**

If, on the first appeal, the *Claims Administrator* upholds the denial of your claim, you may file a second appeal, in writing, within 60 days after being notified of the denial of your first appeal.

Your second appeal should include any additional information that you have not previously submitted, as well as an explanation supporting your position. Send your second appeal to:

Genesis Alkali Benefits Service Center  
FSA Claims Administrator  
P.O. Box 570485  
Houston, TX 77257  
Phone: 1-833-251-9452  
Fax: 1-281-652-5971

The second appeal will follow the same procedures as the first appeal. If the second appeal is denied, you will receive a notice that includes all of the required information included in the first appeal notice. If your second appeal is denied, you have the right to take legal action against the Plan.

# Plan Administrative Information

This section contains important information about the Plan that is described in this SPD. In this section, you will find information about the Plan and your legal rights.

## PLAN NAME

This SPD describes the Dependent (Day) Care Flexible Spending Account of the Genesis Alkali Flexible Benefits Plan.

## PLAN SPONSOR

The Plan is established and maintained by the Plan Sponsor, which is:

Genesis Energy, LLC  
919 Milam Street  
Suite 2100  
Houston, TX 77002  
1-713-860-2500

## PLAN ADMINISTRATOR

The *Plan Administrator* is:

Genesis Energy, LLC  
919 Milam Street  
Suite 2100  
Houston, TX 77002  
1-713-860-2500

## CLAIMS ADMINISTRATOR

The *Claims Administrator* is:

Empyrean Benefit Solutions  
2401 Fountain View Drive  
Houston, TX 77057

## EMPLOYER IDENTIFICATION NUMBER

47-2173866

## PLAN NUMBER

503

## AGENT FOR SERVICE OF LEGAL PROCESS

If you feel you have cause for legal action against the Plan, you may serve legal process on the *Plan Administrator* or Genesis Alkali's agent for legal services at:

C.T. Corporation Systems  
1209 Orange Street  
Wilmington, DE 19801

## PLAN YEAR

The *plan year* is the same as the calendar year, which is from January 1 through December 31 each year.

## PLAN TYPE

The Plan is a dependent care assistance program.

## PLAN FUNDING

This Plan is self-funded by employee payroll deductions. Generally, Genesis Alkali pays the cost of administering the Plan from Genesis Alkali general assets.

## FALSE OR FRAUDULENT CLAIMS

Any person who knowingly submits a false or fraudulent claim for benefits under the Plan is guilty of a serious offense, which may lead to disciplinary action, up to and including termination of employment, as well as criminal prosecution.

## MISSTATEMENT OF AGE

If a covered individual's age is misstated, benefits will be adjusted to the amounts that would have been eligible based on the correct age.

## INCONTESTABILITY

All statements made by Genesis Alkali or an insurance company are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the document containing the statement has been provided to you. If you die or become legally incapacitated, your beneficiary or representative will receive the copy.

After two years from the effective date of coverage, or from the effective date of any added or increased benefits, no statement that you make will cause your benefits to be questioned, except when there is a question of fraud or your or your covered dependent's eligibility to participate in the Plan.

## WORKERS' COMPENSATION INSURANCE

Plan coverage does not replace and does not affect any requirements for insurance under any *workers' compensation* insurance law.

## PLAN CHANGES AND TERMINATIONS

Genesis Alkali expects to continue the Plan described in this SPD, but reserves the right to terminate or amend the Plan, in whole or in part, at any time for any reason at its sole discretion. You will be notified in writing of any changes to the Plan.

If the Plan is terminated, you will not receive any further Plan benefits except for payment of a loss or expenses incurred before the Plan ended.

## PLAN INTERPRETATION

Genesis Alkali and the *Plan Administrator* have delegated to the *Claims Administrator* discretionary authority to interpret Plan provisions, determine benefit payments and make final and binding decisions about initial claims. The *Plan Administrator* has discretionary authority over all appeals of denied claims. All appeal determinations made by the *Plan Administrator* will be final and binding.

## PLAN DOCUMENTS

This SPD summarizes the key features of the Plan. Complete details of the Plan can be found in the Plan Document (including any applicable contracts) that governs Plan operations. If there is a conflict between the information in this SPD and the Plan Document, the information in the Plan Document will govern.

Copies of the Plan Document, as well as the Plan's latest annual reports and SPDs are available for review any time during normal work hours from your human resources department.

If the Plan is maintained pursuant to a collective bargaining agreement, a copy of the agreement is available, upon written request, from the *Plan Administrator*.

# Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act (ERISA) of 1974, as amended. ERISA provides that all Plan participants are entitled to the rights described in this section.

## RECEIVE INFORMATION ABOUT PLAN AND BENEFITS

You have the right to:

- Examine, without charge, at Genesis Alkali's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.
- Obtain, upon written request to Genesis Alkali, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. Genesis Alkali may assess a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. Genesis Alkali is required by law to furnish each participant with a copy of this summary annual report.

To obtain copies of the documents listed above, write the office of Benefits Director, Genesis Alkali, LLC, 1735 Market Street, Philadelphia, PA 19103.

## 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 the Plan. The people who operate the Plan, called Plan fiduciaries, 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 benefit or exercising your rights under ERISA.

## ENFORCE YOUR RIGHTS

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision (without charge) and to appeal any denial, all within certain time schedules. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claim and appeal procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan Document or the latest annual report and do not receive it 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 *Plan Administrator's* control.

If you have a claim that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If you believe that Plan fiduciaries have misused the Plan's money or if you believe that you have been discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a

federal court. The court may decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **ASSISTANCE WITH QUESTIONS**

If you have any questions about the Plan, you should contact the Genesis Alkali Benefits Service Center. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from Genesis Alkali, you should contact the nearest office of the Employee Benefits Security Administration (EBSA) or the national office at:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue NW  
Washington, DC 20210  
1-866-444-3272

For more information about your rights and responsibilities under ERISA or for a list of EBSA offices, contact the EBSA by visiting their Web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

# Definitions

## **CLAIMS ADMINISTRATOR**

The *Claims Administrator* reviews and determines whether to pay claims. The *Claims Administrator* is designated by the *Plan Administrator* to make claims determinations consistent with the provisions of the Genesis Alkali Flexible Benefits Plan.

## **CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA) OF 1985, AS AMENDED**

Federal legislation that outlines the conditions under which you may continue coverage for a limited period if certain events would otherwise cause your coverage to end.

## **DEPENDENT**

Any individual who is a dependent of an eligible employee within the meaning of Section 152(a) of the Code.

## **EDUCATIONAL INSTITUTION**

Any college or university, the primary function of which is the presentation of formal instruction and which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on

## **PLAN ADMINISTRATOR**

Under ERISA, the *Plan Administrator* is responsible for managing the Plan. This includes acting solely in the interest of Plan participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable administrative expenses. The *Plan Administrator* acts in accordance with all documents governing the Plan at all times.

## **PLAN YEAR**

The calendar year, January 1 through December 31, on which the records of this Plan are kept.