PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

SEVERANCE PAY PLAN OF ASAHI KASEI ENTITLES

Restated Effective January 1, 2020

TABLE OF CONTENTS

	<u>Page</u>
I. INT	TRODUCTION1
II. IM	PORTANT INFORMATION
A.	Plan Sponsor
В.	Participating Employers
C.	Plan Administrator1
D.	Plan Number
E.	Agent For Service Of Process
F.	Plan Year
G.	Plan Term
III. E	LIGIBILITY, BENEFITS AND PROCEDURE TO OBTAIN BENEFITS2
A.	Eligibility
В.	Exclusions from Eligibility
C.	Eligibility Rules For Employees on a Leave of Absence 4
D.	Benefits4
IV. FU	UNDING6
V. AD	OMINISTRATION6
VI. CI	LAIMS REVIEW AND APPEAL PROCEDURE7
A.	Claims for Benefits
В.	Initial Claims
C.	Plan Administrator's Initial Determination
D.	Deadline for Filing an Appeal of a Denied Claim
E.	Appeal Procedures
F.	Plan Administrator's Deadline for Deciding an Appeal
\mathbf{G} .	Notice of a Denied Claim
H.	General Claim Provision
VII. R	RIGHT TO CHANGE OR TERMINATE THE PLAN10
VIII.	EMPLOYER'S RIGHTS10
IX. N	OTICE OF ERISA RIGHTS11
A.	Receive Information About Your Plan and Benefits
В.	Prudent Action by Plan Fiduciaries
C.	Enforce Your Rights
D.	Assistance With Your Questions

I. INTRODUCTION

ASAHI KASEI AMERICA, INC. (the "Employer") established this Severance Pay Plan ("Plan") to provide separation pay and certain other benefits if your employment with the Employer or other Participating Employers identified in Appendix A involuntary terminates due to job elimination or certain other circumstances. Under the Employee Retirement Income Security Act of 1974, a federal law usually referred to as "ERISA," the Plan is categorized as a "welfare plan," because it provides temporary, replacement benefits and not retirement benefits.

This document serves as the combined Plan document and Summary Plan Description. If you have any questions about this booklet or about the Plan, you should contact the Plan Administrator identified in Appendix A.

This Severance Pay Plan reflects the terms of the Plan as restated effective January 1, 2020, and is incorporated by reference into the Asahi Kasei Health And Welfare Plan (PIN 501) ("Wrap Plan"), which Wrap Plan document further explains your ERISA and other rights. Please carefully read this document together with the Wrap Plan document and keep them with your personal records for future reference. You will be notified if any material changes are made after this date.

YOU SHOULD NOT RELY ON ANY <u>ORAL</u> EXPLANATIONS, DESCRIPTION, OR INTERPRETATION OF THE PLAN BY ANY EMPLOYEE OF THE EMPLOYER OR ANY OTHER PERSON ON BEHALF OF THE EMPLOYER, BECAUSE THE WRITTEN TERMS OF THE PLAN (INCLUDING THIS PLAN DOCUMENT AND THE WRAP PLAN) ALWAYS WILL GOVERN.

II. IMPORTANT INFORMATION

ERISA requires that you be provided with certain information about the Plan, the people and organizations involved with the Plan, and the various identifying numbers relating to the Plan. This information is summarized for you immediately below:

- **A.** <u>Plan Sponsor</u>. ERISA calls the organization that establishes and sponsors a plan, the "Plan Sponsor." The lead Plan Sponsor is Asahi Kasei America, Inc. and is referred to in this document as the "Employer."
- B. Participating Employers. The Employer has authorized other related employers (within the meaning of Code Section 414(b), (c), or (m)) to become Participating Employers under this Plan and the Wrap Plan. The term "Employer" as used throughout this Plan shall include each of the Participating Employers identified in Appendix A. Except as otherwise set forth in this document, whenever the Plan indicates that the Employer may or shall take any action under the Plan, Asahi Kasei America, Inc. shall have authority to take such action for itself and as agent for and on behalf of all Participating Employers.
- C. <u>Plan Administrator</u>. Under ERISA, a Plan Administrator must be named for every plan. Asahi Kasei America, Inc. is the Plan Administrator of the Wrap Plan. However, the Plan Administrator for the Severance Pay Plan shall be the representatives as identified in Appendix A from each Participating Employer with respect to decisions regarding eligible

employees from such Participating Employer. These representatives may act jointly or severally with respect to severance benefit determinations. The Vice President of Human Resources of Asahi Kasei America, Inc. also shall serve as the Plan Administrator for the Plan on behalf of all Participating Employers.

In no event shall the representative serving as Plan Administrator make decisions regarding severance benefits for his or her own severance from employment or benefit. In this case, severance benefit determinations shall be jointly decided by the other delegated representative serving as Plan Administrator and another officer of the Participating Employer from which the representative is being severed.

The Plan Administrator, as a fiduciary to the Plan, has the authority to control and manage the operation and administration of the Plan, and the duty to deliver various reports and other documents to you and to file them with government agencies. Inquiries or requests to the Plan Administrator under the Plan should be addressed to the representative identified in Appendix A with respect to the Participating Employer with which you are employed.

- **D.** <u>Plan Number</u>. The plan number assigned to this Plan is 501 (which is the plan number assigned to the Wrap Plan, to which this Severance Pay Plan is incorporated by reference).
- E. <u>Agent For Service Of Process</u>. The law requires someone to be named as Agent for Service of Process, which someone to whom court papers may be given officially if a court dispute arises. The person currently named as the Agent for Service of Process is your Plan Administrator identified in Appendix A.
- **F.** Plan Year. The Plan records are maintained and reports are filed with the government for the 12-month period beginning each January 1 and ending the following December 31.
- G. Plan Term. This Plan is originally effective January 1, 2021, and will remain in effect until amended or terminated by the Employer (the "Plan Term"). The Employer retains the right pursuant to Section VI to change, amend, modify or terminate this Plan at any time, with or without notice. Any prior severance pay plans, policies or otherwise, whether maintained in writing or in practice, are hereby terminated and this Plan document shall be the sole Plan document governing the severance benefit for each Participant Employer identified in Appendix A on and after January 1, 2021.

III. ELIGIBILITY, BENEFITS AND PROCEDURE TO OBTAIN BENEFITS

- A. <u>Eligibility</u>. Notwithstanding anything to the contrary in the Wrap Plan, to be eligible for benefits under the Plan,
 - 1. You must be a U.S. employee of the Employer whose employment is involuntarily terminated by the Employer during the Plan Term; and

2. The Plan Administrator, in its sole discretion, determines to grant you severance benefits pursuant to a General Release and Severance Agreement signed by you and the Plan Administrator (on behalf of the applicable Participating Employer).

Notwithstanding anything to the contrary herein, the Plan does not grant you an earned right to severance benefits in the event of your separation, severance or termination of employment with the Employer. Any severance benefits to be paid under the Plan will be at the sole discretion of the Plan Administrator based on your own facts and circumstances and will be subject to an appropriate authorization as provided in this Plan.

B. Exclusions from Eligibility.

- 1. This Plan does not apply to you if your employment is covered by and subject to a collective bargaining agreement between the Employer and a union.
- 2. This Plan does not apply to you if you are terminated from your regular position due to a job elimination, but before your actual termination, you are offered employment by the Employer or any of its related entities.
- 3. You also are not eligible for benefits under this Plan under any of the following circumstances:
 - (a) Prior to the date set by the Employer as your termination date, your employment is terminated for any of the following reasons: you voluntarily terminate employment with the Employer, you die, your employment is terminated by the Employer for performance or attendance problems or any other behavior that the Employer determines is not in the best interests of the Employer, including fraud or gross misconduct.
 - (b) At the time of your employment termination, you are eligible to receive severance or salary continuation benefits that cover your termination circumstances pursuant to any other plan, policy, program or agreement of the Employer or any of its subsidiaries or affiliates, or pursuant to any individual agreement that you have with the Employer or any of its subsidiaries or affiliates.
 - (c) You transfer or transition employment from the Employer or one of its subsidiaries or affiliates to another of the Employer's subsidiaries or affiliates or to an unrelated company as a result of a merger or other acquisition transaction.
 - (d) Your employment termination is the result of a mutual agreement between you and the Employer (or any of its related entities) to terminate your employment, unless such termination constitutes an involuntary termination as defined in Section 409A of the Internal Revenue Code and its related regulations (in the aggregate the "Code") (e.g., is considered a good reason termination under the Code Section 409A).

- (e) You have not returned all of the Employer's properties and paid all monies owed to the Employer.
- (f) You voluntarily terminate employment with the Employer, unless pursuant to a voluntary termination program established by the Employer.
- 4. Unless approved in writing by the Plan Administrator, this Plan does not apply to any other transaction, situation, or employee other than those transactions, situations, or employees meeting the specific eligibility requirements of this Plan.

Your entitlement to benefits under this Plan is subject to your fulfillment of the eligibility requirements.

C. Eligibility Rules For Employees on a Leave of Absence.

- 1. If you are an employee on a leave of absence and otherwise meet the eligibility requirements above, you are eligible for benefits under the Plan only if one or more of the following occurs:
- (a) you are on a military leave, and return to work within the time period specified in the Employer's policies and you would qualify for benefits under the Plan as provided in Section III above;
- (b) you are on a sickness or disability leave for less than six (6) months and qualify for the Employer's short term disability benefits, and are released to return to work by your physician and return to work within the time period specified in the Employer's policies, and you would qualify for benefits under the Plan as provided in Section III above;
- (c) you are receiving Workers' Compensation and are released to return to work by your physician and within twelve (12) months from the first date of your leave, and you return to work within the time period specified in the Employer's policies, and you would qualify for benefits under the Plan as provided in Section III above; or
- (d) you are on a leave that qualifies as a Family Medical Leave under federal law, and return to work within the time period specified under both federal law and the Employer's policies, and you would qualify for benefits under the Plan as provided in Section III above.
- 2. If you are on a leave from the Employer for any reason other than those specified in paragraphs (a) through (d) above when your employment relationship is involuntarily terminated, you are not eligible for severance benefits under this Plan, unless the Employer's Plan Administrator approves your leave and your eligibility for severance benefits in writing prior to the commencement of your leave.

D. Benefits.

- 1. No Severance Without General Release and Severance Agreement. Each eligible employee must execute, and not timely revoke, a General Release and Severance Agreement to receive benefits under the Plan. If you elect not to sign a General Release and Severance Agreement, or if you signed but timely revoked a General Release and Severance Agreement, you will not be eligible to receive severance benefits under the Plan.
- 2. <u>Severance With General Release and Severance Agreement</u>. If you agree to sign a General Release and Severance Agreement, you may be eligible to receive the discretionary payments and benefits as set forth below. If you fail to comply with the terms of the General Release and Severance Agreement, all payments and benefits provided below must be returned to the Employer.
 - (a) Amount of Payment. The Plan Administrator, in its sole discretion, shall determine the amount of your severance benefits, which amount will be set forth in the General Release and Severance Agreement; provided, however, that in no event will the value of the aggregate severance benefits payable to you under the Plan exceed the lesser of (i) two times your annual compensation during the calendar year immediately preceding your termination of employment and execution of the General Release and Severance Agreement, or (ii) two times the specified dollar limit in effect for the year in which the termination of employment occurs under Code Section 401(a)(17). The severance payment will be subject to and reduced by federal, state and local tax withholdings and by all legally required deductions.
 - (b) Method of Payment. The Plan Administrator, in its sole discretion, shall determine the timing and form of payment of your severance benefits which will be set forth in the General Release and Severance Agreement; provided, however, that the payment of all severance benefits shall be completed no later than 24 months after your termination of employment with the Employer. For example, the Employer may pay your severance benefits in installments in the same manner as the Employer's normal payroll practice for a period of no longer the 24 months after your termination, or in a lump sum shortly following your termination date. Severance payments generally will begin as soon as practical after the later of (i) the expiration of the consideration period and the revocation period provided in the General Release and Severance Agreement or (ii) your last date of employment.
 - (c) Other Payments. All compensation, wages, commissions, bonuses, incentives, and vacation will end on your last date of employment. All bonuses and incentives will be governed by the terms and conditions of the bonus or incentive program applicable to you.
 - (d) Other Benefits. Except as required under federal, state or local law, and applicable plan terms, all benefits and perquisites will end in accordance

- with the provisions of the appropriate benefit plan, policy or procedure as soon as possible after your employment termination date.
- 3. <u>No Other Payments</u>. Except for the severance benefits described in this Plan, you are not entitled to receive any other compensation, wages, commissions, vacation, bonus, incentive, leave, insurance, health care, dental, benefit, perquisite or other payment from the Employer, except for any vested benefits under the Employer's qualified retirement plans.
- 4. Return to Employer Employment. If you return to work with the Employer as an Employee while receiving severance benefits under the Plan, then all payments under the Plan and the General Release and Severance Agreement will end. The Employer shall take into account all prior payments of severance benefits to you in determining, in its sole discretion, any subsequent severance benefits to be paid to you under the Plan, the aggregate amount of which shall not exceed the maximum severance amount set forth in Section 2(a) above.
- 5. Exception from Code Section 409A. This Plan and all benefits payable under the Plan are intended to constitute a separation pay plan that is excepted from Code Section 409A. As such, any legal requirements necessary to satisfy the severance pay plan exception from Code Section 409A are incorporated by reference into, shall be administered in a manner to ensure compliance with the exception, and shall control over any contrary terms in this Plan and the General Release and Severance Agreement. However, in no event shall the Employer be responsible for any tax or penalty owed by you with regard severance benefits received under this Plan under applicable law, including, but not limited to Code Section 409A. The Employer will maintain other plan documents or agreements governing nonqualified deferred compensation benefits subject to Code Section 409A.

IV. FUNDING

The Employer will pay benefits under the Plan from its general assets.

V. ADMINISTRATION

As stated earlier in this booklet, the Employer has delegated each representative identified in Appendix A to serve as the Plan Administrator. The Plan Administrator will supply you with this booklet and other information and to file various reports and documents with government agencies. The Plan Administrator also is responsible for the general administration and management of the Plan.

In its role of administering the Plan, the Plan Administrator shall have all powers and duties necessary to fulfill its responsibilities, including, but not limited to, the following powers and duties: (a) to interpret and apply the Plan as it, in its sole discretion, determines to be appropriate; (b) to determine all questions relating to the eligibility of persons to participate or receive benefits as it, in its sole discretion, deems to be appropriate; and (c) to appoint individuals to assist in any administrative function, and generally do all other things which need

to be handled in administering the Plan, as the Plan Administrator, in its sole discretion, deems appropriate.

VI. CLAIMS REVIEW AND APPEAL PROCEDURE.

- A. <u>Claims for Benefits</u>. If you do not believe that you have received the benefits to which you are entitled, or you believe that the Plan is not being operated properly, fiduciaries of the Plan have breached their duties, or your legal rights are being violated with respect to the Plan, you must file a formal claim under the procedures set forth in this Section. The procedures in this Section shall apply to all claims that any person has with respect to the Plan, including claims against fiduciaries and former fiduciaries. The timeframes for filing or responding to claims as set forth in this Section may be modified by the Plan Administrator to the extent necessary to comply with applicable laws (e.g., extended timeframes during the COVID-19 outbreak period).
- **B.** <u>Initial Claims</u>. A formal claim must be filed within ninety (90) days of the date upon which you (or your beneficiary) first knew (or should have known) of the facts upon which the claim is based, unless the Plan Administrator in writing consents otherwise. Your claim must include the following information:
 - 1. Your name and address:
 - 2. The specific basis for the claim;
 - 3. A specific reference to the applicable Plan and pertinent plan provision upon which the claim is based; and
 - 4. Any additional material or information which you desire to submit in justification of the claim.

You may designate a representative to act on your behalf in pursuing a benefit claim or appealing a denied benefit claim. Please contact the Plan Administrator to determine what you need to do to designate a representative.

- Administrator's Initial Determination. Upon receipt of a claim, the Plan Administrator will review and render a claim determination. The Plan Administrator will notify you of its claim determination no later than ninety (90) days after receiving the claim. The 90-day period may be extended once up to 90 calendar days, provided the Plan Administrator determines that special circumstances require an extension of time for processing the claim. You will be notified of the extension before the expiration of the initial 90-day period. The extension notice will explain the circumstances requiring an extension and the date by which the Plan Administrator expects to make the benefit determination.
- **D.** <u>Deadline for Filing an Appeal of a Denied Claim</u>. You may request, either in writing or electronically, a full and fair review of an initial decision denying your claim within 60 days following receipt of a denial.
 - E. <u>Appeal Procedures</u>. On appeal, the following procedures will apply:

- 1. During the review, you may represent yourself or you have the right to appoint a representative, provided you are responsible for all of fees and expenses of such representative.
- 2. You will have reasonable access (free of charge and upon request) to copies of all documents, records and other information relevant to your claim for benefits.
- 3. You will be provided the opportunity to submit, and any review will take into account, all comments, documents, records, and other information relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- F. Plan Administrator's Deadline for Deciding an Appeal. The Plan Administrator will notify you of its decision regarding your appeal no later than sixty (60) days after the written request for review is received by the Plan Administrator, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of the request for review. The Plan shall be interpreted by the review official in accordance with the terms of the Plan. However, the Administrator and the review official shall have the discretion to make any findings of fact needed in the administration of the Plan and shall have the discretion to interpret or construe ambiguous, unclear or implied (but omitted) terms in any fashion they, in their sole judgment, deem to be appropriate. The validity of any such finding of fact, interpretation, construction or decision shall not be given de novo review if challenged in any forum, and shall be upheld unless clearly arbitrary or capricious.
- **G.** <u>Notice of a Denied Claim</u>. The Plan Administrator's notice of its decision during its initial claim and/or subsequent appeal review will set forth:
 - 1. The specific reasons for the decision and a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the your claim.
 - 2. References to specific provisions in this Plan document upon which the decision is based.
 - 3. For a notice involving the Plan Administrator's initial decision on a claim a description of any additional material or information necessary for you to perfect your claim along with an explanation of why such material or information is necessary, and an explanation of claim appeal procedures under the Plan and the time limits applicable to such procedures.
 - 4. A statement of your right to bring a civil action under ERISA Section 502(a) following a review of a denied claim.

- **H.** General Claim Provision. Notwithstanding anything to the contrary in this Plan document and the applicable Supplemental Plan Documents, the following provisions in this Section shall apply to all claims involving the Plan during both the Plan Administrator's initial claim review or appeal review.
 - 1. <u>Finality of Decisions</u>. The Plan Administrator has full discretion in determining any matter regarding a claim for Benefits or other claims involving the Plan. The decision of the Plan Administrator upon review of any claim shall be binding upon you and your heirs and assigns, and all other persons claiming by, through or under you.
 - 2. <u>Limitation of Liability</u>. There will be no liability for the payment of benefits imposed upon the officers, directors, employees, or stockholders of the Employer and, to the extent that benefits are provided through insurance, your right to receive such benefits will be solely governed by the terms of the applicable Supplemental Plan Documents and the Employer, and Plan Administrator will have no obligation to provide such benefits to you.
 - 3. <u>Limitation of Claims Review and Appeal Procedures</u>. Except as otherwise required under and subject to the terms of a Plan, any claim under this claims review and appeal procedures must be submitted within six (6) months from the earlier of (i) the date on which you learned of facts sufficient to enable you to formulate such claim, or (ii) the date on which you reasonably should have been expected to learn of facts sufficient to enable you to formulate such claim.
 - 4. <u>Limitation on Court Action</u>. Any suit brought to contest or set aside a decision of the Plan Administrator is to be filed in a court of competent jurisdiction within one year from the date of the receipt of written or electronic notice of the Plan Administrator's final decision. Service of legal process shall be made upon the Plan by service upon the agent for service of legal process or upon the Plan Administrator.
 - 5. <u>Legal Action</u>. No legal action to recover Plan benefits or to enforce or clarify rights under the Plan shall be commenced under ERISA Section 502(a)(1)(B), or under any other provision of law, whether or not statutory, until you first exhaust the claims review and appeal procedures available to you under the Plan.
 - 6. <u>Judicial Review</u>. The Plan gives the Plan Administrator or other person or entity to whom the Plan Administrator has delegated any of its duties in writing, full discretion and sole authority to make the final decision in all areas of Plan interpretation and administration, including eligibility for benefits, the level of benefit provided, and the meaning of all Plan language and the ability to make factual determinations as to whether any individual is entitled to receive any benefits under the Plan. The decision of the Plan Administrator or its delegate is final and binding on all those dealing with the plan and if challenged in court, the Plan intends for the Plan Administrator's or its delegate's decision to be upheld unless it is deemed to be arbitrary and capricious.

- 7. Forfeiture of Uncashed Checks. If the Plan (through the Plan Administrator) makes payment to you of an approved benefit claim and the check for such benefit claim remains uncashed (regardless of the reason) for a period of more than one (1) year after the issue date of the check, then you will forfeit all rights for reimbursement or payment of such claim under the terms of Plan and you will not be entitled to reinstate your rights with respect to such claim at any time thereafter. Also, the Plan requires that you submit your initial claim for payment within six (6) months after the date of service relating to your benefit claims. If you submit your claim after this six-month period, then you will forfeit all rights to payment or reimbursement under the Plan, and the Plan will deny such benefit claim.
- 8. Special Rulings. In order to resolve problems concerning the Plan and to apply the Plan in unusual factual circumstances, the Plan Administrator may make special rulings. Such special rulings will be in writing on a form to be developed by the Plan Administrator. In making its rulings, the Plan Administrator may consult with Plan Administrators, legal, accounting, investment, and other counsel or advisers. Once made, special rulings shall be applied uniformly, except that the Plan Administrator will not be bound by such rulings in future cases unless the factual situation of a particular case is identical to that involved in the special ruling. Special rulings shall be made in accordance with all applicable law and in accordance with the Plan. It is not intended that the special ruling procedure will be a frequently used device, but that it should be followed only in extraordinary situations. The Plan Administrator at all times will have the final decision as to whether or not to apply this special ruling feature.

VII. RIGHT TO CHANGE OR TERMINATE THE PLAN

Asahi Kasei America, Inc., through its Board of Directors, reserves the right at any time to change, amend, modify or terminate the Plan, with or without notice, with respect to any or all employees and former employees. Any such change may operate prospectively or retroactively and may affect active employees and former employees receiving severance benefits. Each Participating Employer also reserves the right to cease participating in the Plan and Asahi Kasei America, Inc. retains the right to revoke such Participating Employer's participation under the Plan. A Participating Employer automatically shall cease to be covered under the Plan effective as of one day immediately preceding the date on which a Participating Employer is no longer a related employer (within the meaning of Code Section 414(b), (c), or (m)) of Asahi Kasei America, Inc.

VIII. EMPLOYER'S RIGHTS

While the Employer believes in the benefits, policies and procedures described in the Plan, the language in the Plan is not intended to create, nor is it to be construed to constitute, a contract of employment between the Employer and any of its employees. The Employer retains all of its rights to discipline or discharge employees or to exercise its rights as to incidents and tenure of employment. You continue to have the right to terminate your employment at any time and for any reason, and the Employer retains a similar right.

IX. NOTICE OF ERISA RIGHTS

If you believe that your rights under the Plan have been violated, you have the right to bring legal action against the Plan in a court of law. The agent for legal service of process is listed in Section II.E of the Plan.

As a participant in this 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:

A. Receive Information About Your Plan and Benefits.

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including a copy of the latest annual report (Form 5500 series), filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including the latest annual report (Form 5500 series) and updated SPD. The 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.

B. Prudent Action 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 employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

C. Enforce Your Rights.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in 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 Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek

assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

D. Assistance With Your Questions.

If you have any questions about your 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 (EBSA), U. S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, EBSA, US DOL, 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 hot line of the Employee Benefits Security Administration.

IN WITNESS WHEREOF, this Plan has been adopted by the Employer on this 29th day of December, 2020, effective January 1, 2021.

ASAHI KASEI AMERICA, INC

By: Shinji Ohno

Its: President and CEO

APPENDIX A PARTICIPATING EMPLOYERS AND THEIR PLAN ADMINISTRATORS¹

PARTICIPATING EMPLOYER NAME	EIN	PLAN ADMINISTRATOR	CONTACT INFORMATION FOR PLAN ADMINISTRATOR
Asahi Kasei America, Inc. (Lead Plan Sponsor)	13-2698638	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377 (AKA HR Director) 800 Third Avenue 30 Floor New York, NY 10022
Asahi Kasei Plastics North America, Inc.	38-1842563	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377 (APNA HR Director) 900 E. Van Riper Road Fowlerville, MI 48836 (517)223-2000
Asahi Kasei Asaclean Americas, Inc.	22-3449513	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377 (Asaclean HR Director) 1055ParsippanyBlvd #405 Parsippany, NJ 07054
Asahi Kasei Bioprocess America, Inc.	26-3768762	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377 (Bioprocess HR Director) 1855 Elmdale Avenue Glenview, IL 60026

¹ This Appendix A has been updated as of January 1, 2021. The Plan Administrator may add or delete other Participating Employers that are approved for participation without any formal Plan amendment or change to this Appendix. You should contact the Plan Administrator to inquire about any recent changes to this Appendix A.

Crystal IS, Inc.	33-1222464	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377 (CIS HR Director) 70 Cohoes Avenue Green Island, NY 12183
AKM Semiconductor, Inc.	77-0404174	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377
			(AKM HR Director) 226AirportParkway, Suite 470 San Jose, CA 95110
Daramic, LLC	57-1006869	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377
	v.		(DAR VP of HR) 11430 North Community House Road Suite 350 Charlotte, NC 28277
Celgard, LLC	56-2169137	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377
			(CEL HR Director) 13325 Detective Mike Doty Memorial Hwy Charlotte, NC 28273 (704)588-5310
Polypore International, Inc.	57-1006871	Vice President of Human Resources or Human Resource Director	(AKA VP of HR) 39475 W. Thirteen Mile Road; Suite 201 Novi, MI 48377
			(DAR VP of HR) 11430 North Community House Road Suite 350 Charlotte, NC 28277

Asahi Kasei	Advance	84-4062335	Vice President of Human	(AKA VP of HR)
America, Inc.			Resources or Human Resource	39475 W. Thirteen Mile Road;
			Director	Suite 201
				Novi, MI 48377
				(AKA HR Director)
				800 Third Avenue
				30 Floor
				New York, NY 10022