

Summary Plan Description for:

**Rohm and Haas Company
Health and Welfare Plan's
(ROH ERISA Plan #551)**

LIFE INSURANCE PROGRAM
for
MORTON SALT RETIREES

*Amended and restated: December 28, 2011
Effective January 1, 2012 and thereafter until superseded*

This Summary Plan Description (SPD) supersedes all prior versions of this SPD.

This SPD is an integral part of the plan document for the Rohm and Haas Company Health and Welfare Plan. Effective April 1, 2009, the Plan Sponsor for the Rohm and Haas Company Health and Welfare Plan became The Dow Chemical Company (the "Company"). While the Company expects to continue the benefits described in this SPD, it reserves the right to amend, modify, and terminate the Rohm and Haas Company Health and Welfare Plan at any time and for any reason.

CLAIMS PROCEDURES APPENDIX

For Summary Plan Descriptions of the life insurance plans sponsored by The Dow Chemical Company

You Must File a Claim in Accordance with These Claims Procedures

A “Claim” is a written request by a claimant for a *Plan benefit* or an *Eligibility Determination*. There are two kinds of Claims:

A Claim for Plan Benefits is a request for benefits covered under the Plan.

An Eligibility Determination is a kind of Claim. It is a request for a determination as to whether a claimant is eligible to be a Participant or covered Dependent under the Plan.

You must follow the claims procedures for either *CLAIMS FOR PLAN BENEFITS* or *CLAIMS FOR AN ELIGIBILITY DETERMINATION*, whichever applies to your situation. See applicable sections below entitled *CLAIMS FOR PLAN BENEFITS* and *CLAIMS FOR ELIGIBILITY DETERMINATIONS*.

Who Will Decide Whether to Approve or Deny My Claim?

The Program has more than one Claims Administrator. Each of the Claims Administrators is a named fiduciary of the Program with respect to the respective types of Claims that they process.

Claims for an Eligibility Determination: The initial determination is made by the the Initial Claims Reviewer. The Initial Claims Reviewer is the North America Health and Welfare Plans Leader for The Dow Chemical Company or his delegate. If you appeal, the appellate decision is made by the the Appeals Administrator. The Appeals Administrator is the Associate Director of North America Benefits for The Dow Chemical Company.

Claims for a Plan Benefit: The initial determination is made by the Initial Claims Reviewer. The Initial Claims Reviewer is MetLife. If you appeal, the appellate decision is made by the Appeals Administrator. The Appeals Administrator is MetLife.

Authority of the Administrators and Your Rights Under ERISA

The Claims Administrators have the full, complete, and final discretion to interpret the provisions of the Plan and to make findings of fact in order to carry out their respective Claims decision-making responsibilities.

Interpretations and claims decisions by the Claims Administrators are final and binding on Participants (except to the extent the Initial Claims Reviewer is subject to review by the Appeals Administrator). If you are not satisfied with the Appeals Administrator’s final appellate decision, you may file a civil action against the Plan under s. 502 of the Employee Retirement Income Security Act (ERISA) in a federal court. **If you file a lawsuit, you must do so within 120 days from the date of the Appeal Administrator’s final written decision. Failure to file a lawsuit within the 120 day period will result in your waiver of your right to file a lawsuit.**

An Authorized Representative May Act on Your Behalf

An Authorized Representative may submit a Claim on behalf of a Plan Participant. The Plan will recognize a person as a Plan Participant’s “Authorized Representative” if such person submits a notarized writing signed by the Participant stating that the Authorized Representative is authorized to act on behalf of such Participant. A court order stating that a person is authorized to submit Claims on behalf of a Participant will also be recognized by the Plan.

CLAIMS FOR PLAN BENEFITS

Information Required In Order to Be a “Claim”:

For Claims that are requests for Plan benefits, the claimant must call the Retiree Service Center at (800) 344-0661 to report the death. The Dow Benefits Center will contact MetLife on your behalf and you will receive the appropriate Claimant Statement forms and instructions directly from MetLife. A certified death certificate must be provided to MetLife, along with the completed Claimant Statement, to disburse the life insurance proceeds.

CLAIMS FOR DETERMINATION OF ELIGIBILITY

Information Required In Order to Be a “Claim”:

For Claims that are requests for Eligibility Determinations, the Claims must be in writing and contain the following information:

- State the name of the Employee, and also the name of the person (Employee, Spouse of Record/Domestic Partner of Record, Dependent child, as applicable) for whom the *Eligibility Determination* is being requested
- Name the benefit plan for which the *Eligibility Determination* is being requested
- If the *Eligibility Determination* is for the Employee’s Dependent, describe the relationship for whom an *Eligibility Determination* is being requested to the Employee (eg. Spouse of Record/Domestic Partner of Record, Dependent child, etc.)
- Provide documentation of such relationship (eg. marriage certificate/statement of Domestic Partnership, birth certificate, etc)

Claims for Eligibility Determinations must be filed with:

North America Health and Welfare Plans Leader
The Dow Chemical Company
Employee Development Center
Midland, MI 48674
Attention: Initial Claims Reviewer for the life insurance plans of The Dow Chemical Company and certain of its subsidiaries. (Eligibility Determination)

INITIAL DETERMINATIONS

If you submit a *Claim for Plan Benefits* or a *Claim for Eligibility Determination* to the applicable Initial Claims Reviewer, the applicable Initial Claims Reviewer will review your Claim and you notify you of its decision to approve or deny your Claim. Such notification will be provided to you in writing within a reasonable period, not to exceed 90 days of the date you submitted your claim; except that under special circumstances, the Initial Claims Reviewer may have up to an additional 90 days to provide you such written notification. If the Initial Claims Reviewer needs such an extension, it will notify you prior to the expiration of the initial 90 day period, state the reason why such an extension is needed, and indicate when it will make its determination. If the applicable Initial Claims Reviewer denies the Claim, the written notification of the Claims decision will state the reason(s) why the Claim was denied and refer to the pertinent Plan provision(s). If the Claim was denied because you did not file a complete Claim or because the Initial Claims Reviewer needed additional information, the Claims decision will state that as the reason for denying the Claim and will explain why such information was necessary.

APPEALING THE INITIAL DETERMINATION

If the applicable Initial Claims Reviewer has denied your *Claim for Plan Benefits* or *Claim for Eligibility Determination*, you may appeal the decision. If you appeal the Initial Claims Reviewer’s decision, you must do so in writing within 60 days of receipt of the Initial Claims Reviewer’s determination, assuming that there are no extenuating circumstances, as determined by the applicable Initial Claims Reviewer. Your written appeal must include the following information:

- Name of Employee
- Name of Dependent or beneficiary, if the Dependent or beneficiary is the person who is appealing the Administrator's decision
- Name of the benefit Plan
- Reference to the Initial Determination
- Explain reason why you are appealing the Initial Determination

Send appeals of *Eligibility Determinations* to:

Associate Director of North America Benefits
 The Dow Chemical Company
 Employee Development Center
 Midland, MI 48674
 Attention: Appeals Administrator for the life insurance plans of The Dow Chemical Company and certain of its subsidiaries. (Appeal of Eligibility Determination)

Send appeals of benefit denials to:

Metropolitan Life Insurance Company
 Group Life Claims
 Oneida County Industrial Park
 Utica, NY 13504-6115
 Attention: Claims Administrator for the life insurance plans of The Dow Chemical Company and certain of its subsidiaries. (Appellate Review)

You may submit any additional information to the applicable Administrator when you submit your request for appeal. You may also request that the Administrator provide you copies of documents, records and other information that is relevant to your Claim, as determined by the applicable Administrator under applicable federal regulations. Your request must be in writing. Such information will be provided at no cost to you.

After the applicable Appeals Administrator receives your written request to appeal the initial determination, the Appeals Administrator will review your Claim. Deference will not be given to the initial adverse decision, and the appellate reviewer will look at the Claim anew. The person who will review your appeal will not be the same person as the person who made the initial decision to deny the Claim. In addition, the person who is reviewing the appeal will not be a subordinate who reports to the person who made the initial decision to deny the Claim. The Appeals Administrator will notify you in writing of its final decision. Such notification will be provided within a reasonable period, not to exceed 60 days of the written request for appellate review, except that under special circumstances, the Appeals Administrator may have up to an additional 60 days to provide written notification of the final decision. If the Appeals Administrator needs such an extension, it will notify you prior to the expiration of the initial 60 day period, state the reason why such an extension is needed, and indicate when it will make its determination. If the Appeals Administrator determines that it does not have sufficient information to make a decision on the Claim prior to the expiration of the initial 60 day period, it will notify you. It will describe any additional material or information necessary to submit to the Plan, and provide you with the deadline for submitting such information. The initial 60 day time period for the Appeals Administrator to make a final written decision, plus the 60 day extension period (if applicable) are tolled from the date the notification of insufficiency is sent to you until the date on which it receives your response. ("Tolled" means the "clock or time is stopped or suspended". In other words, the deadline for the Appeals Administrator to make its decision is "put on hold" until it receives the requested information). The tolling period ends when the Appeals Administrator receives your response, regardless of the adequacy of your response.

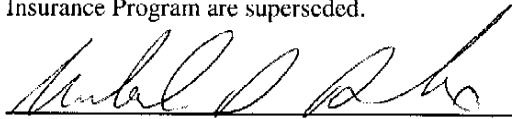
If the Appeals Administrator has determined to that its final decision is to deny your Claim, the written notification of the decision will state the reason(s) for the denial and refer to the pertinent Plan provision(s).

Summary Plan Descriptions for
Rohm and Haas Company Health and Welfare Plan (ERISA Plan #551)
Life Insurance Program
(Group Term Life Insurance Program and
Supplemental Life Insurance Program)

Effective January 1, 2010, the following Metropolitan Life Insurance Company ("MetLife") certificates of insurance are the only summary plan descriptions for the Rohm and Haas Company Health and Welfare Plan's (ERISA Plan #551) Life Insurance Program. These certificates of insurance are part of MetLife Policy #11700-G.

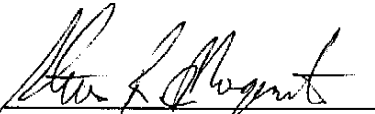
1. MetLife Certificate of Insurance for Rohm and Haas Company (Chemical Retirees) Life, Primary Life and Dependent Life (Certificate 7)
2. MetLife Certificate of Insurance for Rohm and Haas Company (Electronic Materials Retirees) Life (Certificate 8)
3. MetLife Certificate of Insurance for Rohm and Haas Company (Plaskon Retirees) Supplemental Life (Certificate 4)
4. MetLife Certificate of Insurance for Rohm and Haas Company (Closed group of Morton Salt Retirees) Life and Supplemental Dependent Life (Certificate 3)

All prior summary plan descriptions for the Rohm and Haas Company Health and Welfare Plan Life Insurance Program are superseded.



Michael D. Personke
Global Director of Benefits
The Dow Chemical Company

Reviewed by:



Steven R. Morgenstern
U.S. Health and Welfare Leader
The Dow Chemical Company



Karen Beckwith
Managing Counsel
The Dow Chemical Company

Dated: December 23, 2010

NOTICE TO INSUREDS

READ THIS NOTICE CAREFULLY BEFORE ACCESSING THE FOLLOWING INFORMATION. MetLife is providing this electronic document describing the insurance benefits provided for in your certificate of insurance as a convenience. The Dow Chemical Company maintains the group insurance policy, including a copy of the certificate of insurance that is available for you to review and copy if necessary. If there is any conflict between the information in this electronic document and the group insurance policy and certificate, the policy and certificate shall control in all respects.

YOUR BENEFIT PLAN

THE DOW CHEMICAL COMPANY

Rohm and Haas Company – Morton Salt Retirees

Basic Life Insurance

Dependent Life Insurance

Certificate Date: January 1, 2010

This document is the Summary Plan Description for the Rohm and Haas Company Health and Welfare Plan's Retiree Life Insurance Program for Morton Salt Retirees.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: The Dow Chemical Company
Group Policy Number: 11700-G
Type of Insurance: Term Life Insurance
MetLife Toll Free Number(s):
For Claim Information FOR LIFE CLAIMS: 1-800-638-6420

THIS CERTIFICATE ONLY DESCRIBES LIFE INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

For Texas Residents:

Para Residentes de Texas:

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call MetLife's toll free telephone number for information or to make a complaint at

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-6420

1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should You have a dispute concerning Your premium or about a claim, You should contact MetLife first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third
Little Rock, Arkansas 72204-1904
1-800-852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

If Your Life Insurance ends due to termination of Your employment for any reason other than gross misconduct, You may continue such insurance for You.

If You are eligible for continuation of Life insurance, Your employer will notify You of:

- Your right to elect to continue Life Insurance for You;
- the amount You must pay each month to Your employer to keep such insurance in force;
- instructions for payment; and
- the time that payments are due.

The amount of the premium You will be required to pay for continuation of Life Insurance will not exceed 102 percent of the amount of premium required to be paid for active employees in Your class for such insurance (this includes any premium amounts paid by the employer as well as the employee).

You will have 60 days within which to elect to continue Life Insurance under this section. The 60 day period begins to run on the date Life Insurance would otherwise end or on the date upon which notice of the right to continue Life Insurance is received, whichever is later. If You die during the 60 day election period, we will consider You to have elected to continue Life Insurance under this section.

If Your employer fails to notify You of Your right to continue insurance under this section, or fails to forward a required premium to Us that You have paid, causing insurance for You to end, then Your employer will become liable for these benefits to the same extent as, and in place of, us.

If You continue Life Insurance under this section, any reductions in Life Insurance that would have applied if You were Actively at Work apply to the continued insurance.

Continuation of Life Insurance under this section will end on the earliest of:

- the date the group policy ends for all employees or for the class of employees to which you belonged when Your Active Work ceased;
- the date you fail to make a required premium payment when due; or
- the date you become covered for life insurance under this or any other group term life insurance plan.
- the end of 18 months following the date Your Active Work ended.

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. For the purpose of that section, the end of this continuation will be considered the end of your employment.

Effect of Previous Conversion

If You converted Life Insurance to an individual policy, We will only pay Life Insurance under this section if such individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

NOTICE FOR RESIDENTS OF NORTH CAROLINA

Read your Certificate Carefully.

IMPORTANT CANCELLATION INFORMATION

Please Read The Provisions Entitled

**DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR
YOUR DEPENDENTS ENDS**

Found on Pages e/ee and e/dep

NOTICE FOR RESIDENTS OF NORTH CAROLINA

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
- (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

NOTICE FOR RESIDENTS OF UTAH

NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

PEOPLE ENTITLED TO COVERAGE

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

POLICIES COVERED

- ULHIGA provides coverage for certain life, health and annuity insurance policies.

EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

NOTICE FOR RESIDENTS OF UTAH (continued)

LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

- \$100,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits — if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply.)
- Interest rates on some policies may be adjusted downward.

DISCLAIMER

PLEASE READ CAREFULLY:

COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.

COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.

THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.

INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.

THE ADDRESS OF ULHIGA AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.

Utah Life and Health Insurance
Guaranty Association
955 E. Pioneer Rd.
Draper, Utah 84114

Utah Insurance Department
State Office Building, Room 3110
Salt Lake City, Utah 84114

FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Customer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1-877-310-6560 - toll-free
1-804-371-9032 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

Or:

The Virginia Department of Health (The Center for Quality Health Care Services and Consumer Protection)
3600 West Broad St
Suite 216
Richmond, VA 23230
1-800-955-1819

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT

BENEFIT AMOUNTS AND HIGHLIGHTS

Life Insurance For You

Basic Life Insurance

For Rohm and Haas Company Morton Salt Retired Employees:

For Class 1	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next higher multiple of \$1,000, that was in effect on the day before the date of Your Retirement
For Class 2	\$10,000
For Class 3	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 4	\$10,000
For Class 5	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 6	\$10,000
For Class 7	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 8	\$10,000
For Class 9	An amount equal to Your life insurance in effect on the day before the date of Your Retirement

SCHEDULE OF BENEFITS (continued)

For Class 10	\$10,000
For Class 11	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 12	\$10,000
For Class 13	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 14	\$10,000
For Class 15	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 16	\$10,000
For Class 17	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 18	\$10,000
For Class 19	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 20	\$10,000
For Class 21	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 22	\$10,000
For Class 23	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 24	\$10,000
For Class 25	\$10,000

SCHEDULE OF BENEFITS (continued)

For Class 26	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 27	\$10,000
For Class 28	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 29	\$10,000
For Class 30	An amount equal to Your life insurance in effect on the day before the date of Your Retirement
For Class 31	\$10,000
For Class 32	\$10,000
For Class 33	An amount recorded and maintained by the Policyholder and reported to Us

If You Are Age 65 Or Older (applicable only to Classes 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 26, 28, 30 and 33)

The amount of Your Basic Life Insurance will decrease on the first day of the calendar month following the month in which You attain any of the ages specified in the following table:

<u>Age when reduction occurs</u>	<u>Percentage by which original amount of insurance will be reduced</u>
65	50%
66	60%
67	70%
68	80%
69	90%

In no event will the amount of Your Basic Life Insurance be less than the lower of 10% of the original amount of insurance or the amount specified in the collective bargaining agreement that applied to Your Employee class on the date of Your Retirement, if applicable.

SCHEDULE OF BENEFITS (continued)

Life Insurance For Your Dependents

For Rohm and Haas Company Morton Salt Retired Employees whose class is an eligible class for Dependent Insurance as specified in the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS:

Option 1 (Spouse and Child Insurance) - not applicable to Classes 13, 14, 25, and 32

For Your Spouse..... \$3,000

For each of Your Children:

At least 14 days but not yet 6 months..... \$300

At least 6 months but not yet 2 years \$600

At least 2 years but not yet 3 years \$1,200

At least 3 years and older \$1,500

Option 2 (Spouse and Child Insurance) – not applicable to Classes 13, 14, 17, 18, 25, and 32

For Your Spouse..... \$5,000

For each of Your Children:

At least 14 days but not yet 6 months..... \$500

At least 6 months but not yet 2 years \$1,000

At least 2 years but not yet 3 years \$2,000

At least 3 years and older \$2,500

Option 3 (Spouse Insurance) – Applicable only to a closed group of Retired Employees as recorded and maintained by the Policyholder and reported to Us

For Your Spouse..... \$1,000

If You Are Age 65 Or Older – applicable only to Dependent Life Insurance Options 1 and 2

The amount of Your Dependent Life Insurance for Your Spouse will decrease by 50% on the first day of the calendar month in which You attain age 65.

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Basic Annual Earnings means Your gross annual rate of pay as determined by the Policyholder, excluding commissions, bonuses, overtime and other extra pay in effect on the day before the date of Your Retirement.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Child means the following:

Your natural child; adopted child (including a child from the date of placement with the adopting parents until the legal adoption); stepchild; or child for whom You are legal guardian; and who, in each case, is:

- at least 14 days old, under age 19, unmarried and supported by You; or
- under age 23 and who is:
 - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
 - unmarried;
 - supported by You; and
 - not employed on a full-time basis.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an Employee.

For Texas residents **Child** means the following for **Life Insurance**:

- Your natural child, adopted child or stepchild who is under age 25 and unmarried. **The term also includes** Your grandchild who is under age 25, unmarried and who was able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Life Insurance.

A child will be considered Your adopted child during the period You are party to a suit in which You are seeking the adoption of the child.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an Employee.

DEFINITIONS (continued)

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Basic and Dependent Life Insurance prior to Your attainment of age 65. At attainment of age 65, such insurance becomes Noncontributory Insurance, except for Dependent Life Insurance continued by a surviving Spouse in accordance with the section entitled "ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS."

Dependent(s) means Your Spouse and/or Child.

Employee means an "Employee" as defined in the Rohm and Haas Company Health and Welfare Plan document.

Full-Time means Active Work on the Policyholder's regular work schedule for the eligible class of Employees to which You belong. The work schedule must be at least 20 hours a week.

Hospital means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
 - a hospice facility;
 - an intermediate care facility; or
 - a long term care facility; or
- receipt of the following treatment, wherever performed:
 - chemotherapy;
 - radiation therapy; or
 - dialysis.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

Policyholder's Retirement Plan means either the Rohm and Haas Company Retirement Plan or the Morton International, Inc. Pension Plan for Collectively Bargained Employees, whichever is applicable.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;

DEFINITIONS (continued)

- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Retiree means an Employee who is retired under Policyholder's Retirement plan.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an Employee.

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean an Employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Rohm and Haas Company Morton Salt Retired Employees of the Policyholder who meet one of the following class descriptions, and who:

1. with respect all non-bargaining Employees who Retired prior to January 1, 2004 and all bargaining Employees who Retired prior to the effective date specified below, were at least age 55 and had completed at least five years of service prior to Retirement; or
2. with respect all non-bargaining Employees who Retired on or after January 1, 2004 and all bargaining Employees who Retired on or after the effective date specified below:
 - were at least age 55 and had completed at least 25 years of service at the time of Retirement; or
 - were at least age 60 and had completed at least 15 years of service at the time of Retirement.

<u>Bargaining Group:</u>	<u>Effective Date:</u>
Elston	January 1, 2004
Fairport	January 1, 2004
Grand Saline	November 1, 2004
Grantsville	January 1, 2006
Hutchinson	April 1, 2004
Long Beach	January 16, 2004
Manistee	January 1, 2004
Newark (IAM)	January 1, 2006
Newark (IBT)	July 1, 2004
Perth Amboy	January 1, 2004
Rittman	July 1, 2004
St. Louis	January 1, 2004
St. Paul	March 1, 2004
Wadsworth	September 1, 2004
Weeks Island	May 1, 2004
Silver Springs	January 1, 2006

With respect to all bargaining Retired Employees in Classes 9, 10, 11, 12, 15, 16, 21, 22, 23, 24, 26, 27, 28, and 29 who Retire under **Disability Retirement** or **Incapacitation Retirement** in lieu of Early or Normal Retirement under the Morton International, Inc. Pension Plan for Collectively Bargained Employees, and who otherwise meet one of the following class descriptions, You must qualify under the following criteria to be eligible for the Life Insurance under the Group Policy:

You will be eligible as a **Disability Retiree** if the Policyholder's plan administrator determined You to be Totally and Permanently Disabled. You are considered to be Totally and Permanently Disabled for the purposes of the Morton International, Inc. Pension Plan for Collectively Bargained Employees if You meet all of the following criteria:

- During the course of Your employment with the Policyholder, You incurred a physical or mental disorder that is expected to continue for life and, as a result of which, You were unable to perform any job available at Your current work site;
- You were credited with at least 15 years of vesting service at the time of Your disability;
- Your application to receive disability benefits under the Social Security Act has been approved by the Social Security Administration; and
- You are not participating in any long-term disability plan maintained by the Policyholder.

You will be eligible as an **Incapacitation Retiree** if You:

- have attained age 55;
- have completed at least 15 years of vesting service; and

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- have been determined by the Policyholder's plan administrator to be unable to perform the duties of Your job fully and properly due to a sickness or physical injury.

- Class 1:** Morton Salt Retirees who are not subject to a collective bargaining agreement who Retired prior to January 1, 2004
- Class 2:** Morton Salt Retirees who are not subject to a collective bargaining agreement who were hired prior to January 1, 2003 and Retired on or after January 1, 2004
- Class 3:** Morton Salt Retirees who are subject to a collective bargaining agreement from Grantsville who Retired prior to January 1, 2006
- Class 4:** Morton Salt Retirees who are subject to a collective bargaining agreement from Grantsville who were hired prior to April 1, 2005 and Retired on or after January 1, 2006
- Class 5:** Morton Salt Retirees who are subject to a collective bargaining agreement from Silver Springs who Retired prior to January 1, 2006
- Class 6:** Morton Salt Retirees who are subject to a collective bargaining agreement from Silver Springs who were hired prior to January 1, 2003 and Retired on or after January 1, 2006 and before January 1, 2009
- Class 7:** Morton Salt Retirees who are subject to a collective bargaining agreement from St. Paul who Retired prior to March 1, 2004
- Class 8:** Morton Salt Retirees who are subject to a collective bargaining agreement from St. Paul who were hired prior to March 1, 2004 and Retired on or after March 1, 2004 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 9:** Morton Salt Retirees who are subject to a collective bargaining agreement from Elston who Retired prior to October 1, 2002
- Class 10:** Morton Salt Retirees who are subject to a collective bargaining agreement from Elston who were hired prior to January 1, 2003 and Retired on or after October 1, 2002 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 11:** Morton Salt Retirees who are subject to a collective bargaining agreement from Fairport who Retired prior to May 12, 2003

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- Class 12:** Morton Salt Retirees who are subject to a collective bargaining agreement from Fairport who were hired prior to May 12, 2003 and Retired on or after May 12, 2003 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 13:** Morton Salt Retirees who are subject to a collective bargaining agreement from Long Beach who Retired prior to January 16, 2004
- Class 14:** Morton Salt Retirees who are subject to a collective bargaining agreement from Long Beach who were hired prior to January 16, 2004 and Retired on or after January 16, 2004 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 15:** Morton Salt Retirees who are subject to a collective bargaining agreement from Manistee who Retired prior to April 1, 2003
- Class 16:** Morton Salt Retirees who are subject to a collective bargaining agreement from Manistee who were hired prior to January 1, 2003 and Retired on or after April 1, 2003 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 17:** Morton Salt Retirees who are subject to a collective bargaining agreement from Perth Amboy who Retired prior to January 1, 2004
- Class 18:** Morton Salt Retirees who are subject to a collective bargaining agreement from Perth Amboy who were hired prior to January 1, 2004 and Retired on or after January 1, 2004 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 19:** Morton Salt Retirees who are subject to a collective bargaining agreement from St. Louis who Retired prior to April 1, 2003
- Class 20:** Morton Salt Retirees who are subject to a collective bargaining agreement from St. Louis who were hired prior to January 1, 2003 and Retired on or after April 1, 2003 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 21:** Morton Salt Retirees who are subject to a collective bargaining agreement from Hutchinson, Kansas who Retired prior to May 1, 2004

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- Class 22:** Morton Salt Retirees who are subject to a collective bargaining agreement from Hutchinson, Kansas who were hired prior to April 1, 2004 and Retired on or after May 1, 2004 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 23:** Morton Salt Retirees who are subject to a collective bargaining agreement from Weeks Island, Louisiana who Retired prior to May 1, 2004
- Class 24:** Morton Salt Retirees who are subject to a collective bargaining agreement from Weeks Island, Louisiana who were hired prior to May 1, 2004 and Retired on or after May 1, 2004 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 25:** Morton Salt Retirees who are subject to a collective bargaining agreement from Newark IBT 853, who were hired prior to July 1, 2004 and Retired on or after July 1, 2004 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 26:** Morton Salt Retirees who are subject to a collective bargaining agreement from Grand Saline who Retired prior to January 1, 2005
- Class 27:** Morton Salt Retirees who are subject to a collective bargaining agreement from Grand Saline who were hired prior to November 1, 2004 and Retired on or after January 1, 2005 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 28:** Morton Salt Retirees who are subject to a collective bargaining agreement from Rittman who Retired prior to January 1, 2005
- Class 29:** Morton Salt Retirees who are subject to a collective bargaining agreement from Rittman who were hired prior to July 1, 2004 and Retired on or after January 1, 2005 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 30:** Morton Salt Retirees who are subject to a collective bargaining agreement from Wadsworth who Retired prior to January 1, 2005

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Class 31: Morton Salt Retirees who are subject to a collective bargaining agreement from Wadsworth who were hired prior to September 1, 2004 and Retired on or after January 1, 2005 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health And Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.

Class 32: Morton Salt Retirees who are subject to a collective bargaining agreement from Newark, CA IAM 190 who were hired prior to December 31, 2002 and who Retired on or after July 1, 2005 and before October 1, 2009, unless they were receiving disability payments from the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health and Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.

Class 33: Morton Salt Retirees who Retired prior to January 1, 2004 from a site that is no longer operational

You are eligible for insurance if You were Actively at Work on a Full-Time basis and covered for insurance on the day immediately preceding the date of Your Retirement and have Retired in accordance with the Policyholder's Retirement plan. Please be aware that:

- references to Active Work and Actively at Work will not apply; and
- end of employment will mean the end of the person's status as a Retiree, as stated in the Policyholder's Retirement plan.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2010, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2010, You will be eligible for insurance on the date You enter that class.

Previous Employment With The Policyholder

If You were employed by the Policyholder and insured by Us under a policy of group life insurance when Your employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Policyholder within 2 years after such employment ended, unless You surrender:

- any individual policy of life insurance to which You converted when Your employment ended; and
- any certificate of insurance continued as ported insurance when such employment ended.

The cash value, if any, of such surrendered insurance will be paid to You.

ENROLLMENT PROCESS

If You are eligible for Noncontributory insurance, You will be automatically enrolled for such insurance.

If You are eligible for Contributory insurance, You must have enrolled for such insurance by completing the required form. The Policyholder will notify You how much You are required to contribute.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible.

Rules for Contributory Insurance

If You complete the enrollment process for Contributory Insurance within 31 days of the date You become eligible, such insurance will take effect on the later of:

- the date You become eligible for such insurance; and
- the date You enroll.

If You request Contributory Insurance more than 31 days after the date You become eligible for such insurance, You must give evidence of Your insurability satisfactory to us. You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the later of

- the date You become eligible for such insurance; and
- the date We state in Writing.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

The eligible class(es) for Dependent Insurance shall be the same as the eligible class(es) shown in the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU, except that Employees of certain groups who Retire on or after the dates listed below will not be deemed to be in an eligible class for Dependent Insurance:

<u>Employee Group:</u>	<u>Effective Date:</u>
Non-Bargaining	January 1, 2004
Elston (Bargaining)	October 1, 2005
Fairport (Bargaining)	May 12, 2006
Grand Saline (Bargaining)	November 1, 2004
Grantsville (Bargaining)	April 1, 2005
Hutchinson (Bargaining)	April 1, 2004
Manistee (Bargaining)	April 1, 2006
Perth Amboy (Bargaining)	December 23, 2003
Rittman (Bargaining)	July 1, 2004
St. Paul (Bargaining)	March 1, 2004
Weeks Island (Bargaining)	May 1, 2004
Silver Springs (Bargaining)	January 1, 2005

You are eligible for insurance if You were Actively at Work on a Full-Time basis and covered for insurance on the day immediately preceding the date of Your Retirement and have Retired in accordance with the Policyholder's Retirement plan. Please be aware that:

- references to Active Work and Actively at Work will not apply; and
- end of employment will mean the end of the person's status as a Retiree, as stated in the Policyholder's Retirement plan.

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2010, You will be eligible for Dependent insurance on the later of:

1. January 1, 2010; and
2. the date You obtain a Dependent.

If You enter an eligible class after January 1, 2010, You will be eligible for Dependent Insurance on the later of:

1. the date You enter a class eligible for insurance; and
2. the date You obtain a Dependent.

No person may be insured as a Dependent of more than one Employee.

ENROLLMENT PROCESS

In order to enroll for Life Insurance for Your Dependents, You must either (a) already be enrolled for Life Insurance for You or (b) enroll at the same time for Life Insurance for You.

If You are eligible for Dependent insurance, You may enroll for such insurance by completing an enrollment form for each Dependent to be insured. In addition, each of Your Dependents must give

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You will be notified by the Policyholder how much You will be required to contribute.

Once You have enrolled one Child for Dependent insurance, each succeeding Child will automatically be insured for such insurance on the date he qualifies as a Dependent.

DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Rules for Noncontributory Dependent Insurance

When You complete the enrollment process for Noncontributory Dependent Insurance, such insurance will take effect on the date You become eligible.

Rules for Contributory Dependent Insurance

For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Dependent Life Insurance within 31 days of the date You become eligible, such insurance will take effect for each enrolled Dependent on the later of:

- the date You become eligible for such insurance; and
- the date You enroll.

If You request Dependent Insurance more than 31 days after the date You become eligible for such insurance, the Dependent must give evidence of insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect on the later of

- the date You become eligible for such insurance; and
- the date We state in Writing.

For Dependents You Obtain After You Become Eligible For Dependent Insurance

If You obtain a Dependent after You become eligible for Dependent insurance, You may enroll the Dependent for such insurance within 31 days after the date he qualifies as a Dependent as defined in this certificate. The Dependent must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled Evidence of Insurability. The Dependent insurance for the Dependent will take effect on the later of:

- the date You become eligible for such insurance; and
- the date You enroll.

If You complete the enrollment process for any Dependent more than 31 days after the date he qualifies as a Dependent, the Dependent must give evidence of insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect on the later of:

- the date You become eligible for such insurance; and
- the date We state in Writing.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

1. the date all of the Life Insurance under the Group Policy ends; or
2. the date You die, unless Dependent Insurance is continued in accordance with the provisions below; or
3. the date the Group Policy ends; or
4. the date Your Employee Life Insurance under the Group Policy ends for reasons other than Your death; or
5. the date Insurance for Your Dependents ends under the Group Policy; or
6. the date Insurance for Your Dependents ends for Your class; or
7. the date the person ceases to be a Dependent; or
8. the date You cease to be in an eligible class; or
9. the end of the period for which the last premium has been paid for the Dependent.

The following two sentences only apply to Morton Salt Retirees who are subject to a collective bargaining agreement and Retired prior to the date Retiree Dependent insurance was eliminated. A surviving Spouse may elect to continue the amount of Dependent Life Insurance in effect of the date of Your death for up to six consecutive months, provided premiums are paid. Such insurance shall end on the earliest of the following:

- The date that falls six consecutive months after the date of Your death; or
- The date the surviving Spouse remarries, dies, or obtains life insurance coverage under another group plan; or
- With respect to a Child, the date that person ceases to be a Child as defined in this certificate; or
- The date the Group Policy ends, the date Insurance for Your Dependents ends under the Group Policy, or the date Insurance for Your Dependents ends for Your class; or
- The end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

Family and medical leave provisions do not apply to Retirees.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. if You make a **late request** for Life Insurance. A late request is one made more than 31 days after You become eligible.
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Life Insurance.
2. if You make a **late request** for Life Insurance for a Dependent. A late request is one made more than 31 days after Your Dependent becomes eligible.
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependent will not be covered for Life Insurance.

The evidence of insurability is to be given at Your expense.

LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

PAYMENT OF FUNERAL EXPENSES

We may, at Our option, deduct part of the Life Insurance payable to the Beneficiary for the purpose of reimbursing any person who incurred funeral expenses for Your death. We may make such payment after We receive Proof that such expenses were incurred. The payment will be equal to the expense incurred, up to a maximum payment of \$500.

LIFE INSURANCE: FOR YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the life of such Dependent on the date of death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your Life Insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance (“new policy”) from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the “option to convert”. Evidence of Your insurability will not be required.

When You Will Have the Option to Convert

You will have the option to convert when:

- Your Life Insurance ends because:
 - You cease to be in an eligible class;
 - Your employment ends;
 - the Group Policy ends, provided You have been insured for Life Insurance for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for an eligible class of which You are a member, provided You have been insured for Life Insurance for at least 5 years; or
- Your Life Insurance is reduced:
 - on or after the date You attain age 60;
 - because You change from one eligible class to another; or
 - due to an amendment of the Group Policy.

If You opt not to convert a reduction in the amount of Your Life Insurance as described above, You will not have the option to convert that amount at a later date.

Application Period

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within 31 days after the date Your Life Insurance ends or is reduced.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - Your Written application for the new policy; and
 - the premium due for such new policy;
2. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - Your class of risk; and
 - Your attained age when Your Life Insurance ends or is reduced;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32nd day after the date Your Life Insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your Life Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$2,000.

If Your Life Insurance ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of Your Life Insurance which ends under the Group Policy.

If You Die Within 31 Days After Your Life Insurance Ends

If You die within 31 days after Your Life Insurance ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary the amount of Life Insurance You were entitled to convert.

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

If Life Insurance for a Dependent ends or is reduced for any of the reasons stated below, You or the Dependent will have the option to buy from Us an individual policy of life insurance on the life of the Dependent (“new policy”) during the Application Period in accordance with the conditions and requirements of this section. This is referred to as “the option to convert”. Evidence of the Dependent’s insurability will not be required.

When You or a Dependent Will Have the Option to Convert

You will have the option to convert Life Insurance for a Dependent when:

- Life Insurance for the Dependent ends because:
 - You cease to be in an eligible class;
 - Your employment ends;
 - the Group Policy ends, provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for Dependents for an eligible class of which You are a member, provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
- Life Insurance for the Dependent is reduced:
 - on or after the date You attain age 60;
 - because You change from one eligible class to another; or
 - due to an amendment of the Group Policy.

If You opt not to convert a reduction in the amount of Life Insurance for a Dependent, You will not have the option to convert that amount at a later date.

A Dependent will have the option to convert when Life Insurance ends because such Dependent ceases to qualify as a Dependent as defined in this certificate.

You must notify Us in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

Application Period

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within 31 days of the date Life Insurance for the Dependent ends or is reduced.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - a Written application for the new policy for the Dependent; and
 - the premium due for such new policy;
2. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - the Dependent’s class of risk; and
 - the Dependent’s attained age when Life Insurance for such Dependent ends or is reduced;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS (continued)

4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32nd day after the date Life Insurance for the Dependent ends or is reduced; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Life Insurance for a Dependent ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends under the Group Policy less the amount of Life Insurance for Dependents for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$2,000.

If Life Insurance for a Dependent ends for any other reason or is reduced, the maximum amount of insurance that may be elected for the new policy is the amount of Life Insurance for the Dependent that ends under the Group Policy.

If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends

If a Dependent dies within 31 days after the date Life Insurance for the Dependent ends, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the amount of Life Insurance for the Dependent that could have been converted.

FILING A CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder. The Policyholder will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

CLAIMS FOR LIFE INSURANCE BENEFITS

When a claimant files a claim for Life Insurance benefits, Proof should be sent to Us as soon as is reasonably possible after the death of an insured.

GENERAL PROVISIONS

Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment as described below. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that Your Life Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment.

You may have made an irrevocable assignment under a group policy that the Group Policy replaces. In this case, We will recognize the assignee(s) under such assignment as owners of Your right, title and interest under the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You, the assignee(s) and the Policyholder; and
3. the Written form is delivered to Us for recording.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

For Your Life Insurance for Your Dependents, We may pay You as the Beneficiary if alive. If you are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);

GENERAL PROVISIONS (continued)

- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of your Life Insurance or We may pay Your estate. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid life insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

For Life Insurance

We will not use Your statements which relate to insurability to contest insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

Misstatement of Age

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

THIS IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

ERISA INFORMATION

NAME AND ADDRESS OF PLAN ADMINISTRATOR

Employer:

Morton International, Inc. prior to October 1, 2009
c/o The Dow Chemical Company
2030 Dow Center
Midland, MI 48674

Plan Administrator:

The Dow Chemical Company
Employee Development Center
Midland, MI
Attention: Rohm and Haas Company Health and Welfare Plan's Retiree Life Insurance Program

Plan Sponsor:

The Dow Chemical Company
2030 Dow Center
Midland, MI 48674

PLAN SPONSOR IDENTIFICATION NUMBER: 38-1285128

PLAN NUMBER	COVERAGE	PLAN NAME
551	All Coverages	Rohm and Haas Company Health and Welfare Plan's Retiree Life Insurance Program

TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan administrator at the above address. For disputes seeking payment of benefits, service of legal process may be made upon MetLife by serving MetLife's designated agent to accept service of process or Metropolitan Life Insurance Company, 200 Park Avenue, New York, New York 10166.

ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Plan Sponsor and/or MetLife have the rights to end the policy.

The Plan Sponsor reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the insurance described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your insurance ends in accordance with the DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsections of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

CONTRIBUTIONS

No contribution is required for Noncontributory Insurance as described in your MetLife certificate.

You must make a contribution to the cost of Contributory Insurance as described in your MetLife certificate.

The total premium rate for insurance provided under the Plan by MetLife is set by MetLife.

PLAN YEAR

The Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

CLAIMS INFORMATION

Procedures for Presenting Claims for Life Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from the Plan Administrator who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Plan Administrator who is usually able to provide the necessary information.

CLAIM SUBMISSION

In submitting claims for life benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required Proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem

appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan Administrator, MetLife and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all 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, all Plan documents, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. 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.

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 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.

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 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 you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about 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, 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, D.C. 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.

FUTURE OF THE PLAN

It is hoped that the Plan will be continued indefinitely, but The Dow Chemical Company reserves the right to change or terminate the Plan in the future.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 11700-G

Policyholder: The Dow Chemical Company

Effective Date: January 1, 2010

The certificates issued to Rohm and Haas Company Morton Salt and Chemical retired employees of the Policyholder who retired after December 31, 2007 are changed as follows:

1. In the section entitled **DEFINITIONS**, add the following definition for Domestic Partner:

"Domestic Partner means each of two people of the same or opposite sex, one of whom is an employee of the Policyholder, who represent themselves publicly as each other's domestic partner and have:

- registered as domestic partners or members of a civil union with a government agency or office where such registration is available; or
- submitted a domestic partner declaration.

The domestic partner declaration must establish that:

- each person is 18 years of age or older;
- neither person is married;
- neither person has had another domestic partner within 12 months prior to the date they enrolled for insurance for the Domestic Partner under the Group Policy;
- they have shared the same residence for at least 12 months prior to the date they enrolled for insurance for the Domestic Partner under the Group Policy;
- they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
- they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least 12 months prior to the date they enrolled for insurance for the Domestic Partner under the Group Policy, and such commitment is expected to last indefinitely; and

(Continued on Page 2.)

- 2 or more of the following exist as evidence of joint responsibility for basic financial obligations:
 - a joint mortgage or lease;
 - designation of the Domestic Partner as beneficiary for life insurance or retirement benefits;
 - joint wills or designation of the Domestic Partner as executor and/or primary beneficiary;
 - designation of the Domestic Partner as durable power of attorney or health care proxy;
 - ownership of a joint bank account, joint credit cards or other evidence of joint financial responsibility; or
 - other evidence of economic interdependence.”

- 2. In the section entitled **DEFINITIONS**, replace the definition for Spouse with the following:

“**Spouse** means Your lawful spouse. The term also includes Your Domestic Partner.

The term does not include any person who:

 - is in the military of any country or subdivision of any country; or
 - is insured under the Group Policy as an employee.”

- 3. In the section entitled **DEFINITIONS**, the phrase “stepchild” shall include the child of a Domestic Partner. Wherever the term “stepchild” appears in the certificate it shall be read to include the children of Your Domestic Partner.

This rider is to be attached to and made part of the certificate.