

Retirement Plan

CONTENTS

Overview and Important Features	P-1
Who's Eligible	P-3
How to Enroll.....	P-4
Service Time.....	P-4
When You Can Retire	P-9
Your Benefit From the Retirement Plan	P-10
How Your Benefit Amount Is Determined	P-10
Adjustments for Early or Late Retirement	P-14
Forms of Payment.....	P-15
Applying for Your Benefit	P-19
When You Leave Chevron Phillips Chemical Before Retirement	P-20
If You Leave Chevron Phillips Chemical and Are Later Re-Employed.....	P-23
If You Die Before Benefits Begin	P-24
Other Important Information	P-26
APPENDIX I. Supplemental Information for Employees Who Transferred to Chevron Phillips Chemical From Chevron or ConocoPhillips.....	P-29
APPENDIX II. Supplemental Information for Employees Who Transferred to Americas Styrenics From Chevron Phillips Chemical.....	P-40
APPENDIX III. Supplemental Information for Ryton Members.....	P-41

Overview and Important Features

The Chevron Phillips Chemical Company LP Retirement Plan (the Retirement Plan) sponsored by Chevron Phillips Chemical Company LP (Chevron Phillips Chemical or the Company) is intended to provide you with a secure source of income throughout your retirement. The Retirement Plan consists of two benefit formulas — the Stable Value Formula and the Traditional Retirement Plan Formula.

Equivalent Actuarial Value

Some chapters of this summary plan description (SPD) contain references to **equivalent actuarial value**. This means different forms of benefit payments may have different actual amounts, but are equal in value considering other factors, such as time and interest.

The Retirement Plan is meant to provide you with a monthly income for life, beginning on your Normal Retirement Date. The plan also offers other forms of payment — including lifetime income to you with continuing income for a spouse or other beneficiary who survives you, and a one-time lump-sum payment. In addition, in some cases you may begin to receive your benefits prior to reaching your Normal Retirement Age. To determine how your accrued benefit lends itself to these different forms of payment or starting dates, the plan administrator factors in life expectancies and your benefit's earnings potential, using mortality tables and interest rates set forth in the plan document. Whatever form of payment you receive, or whenever you elect to start receiving your benefit, your adjusted payment amount should thus be of at least equivalent actuarial value to any other form of payment you could have received.

If your last hire date is on or after July 1, 2014, your benefit under the Retirement Plan will consist of the Stable Value Formula, as follows:

- A Stable Value Benefit, subject to additional Retirement Plan rules if you are rehired or if you transfer employment to/from Chevron Phillips Chemical*.

If your last hire date is before July 1, 2014, or if you had Benefit Service with Chevron Phillips Chemical before July 1, 2014 and are rehired on or after July 1, 2014, your benefit may include two additional Traditional Retirement Plan Formula components:

- A Career Average Pay Benefit, and
- A Variable Annuity Benefit.

The amount of the three benefit components described above at retirement is based on your eligible compensation, so your final retirement benefit will depend on your eligible compensation, earned over your years of employment, and how many of those years you qualify to receive Benefit Service. The Variable Annuity part of your benefit will also be affected by the performance of corporate fixed income financial markets, because the benefit has a provision for market-based interest credits (as described on page P-12).

In addition, if you transferred to Chevron Phillips Chemical on January 1, 2001 from Chevron or ConocoPhillips, your benefit may also include the following transition components:

- Salary uplift,
- Early retirement uplift,
- Supplemental Social Security benefit, and/or
- An additional post-retirement surviving spouse benefit.

Descriptions of these benefit components can be found in **Appendix I** beginning on page P-29.

The Career Average Pay Benefit, the Variable Annuity Benefit and the legacy transition components (as applicable), collectively, are also referred to as the Traditional Retirement Plan Formula.

*** Note:** If you are rehired or you transfer employment to/from Chevron Phillips Chemical, you will be subject to certain Retirement Plan administration rules regarding your rehire or transfer. See **If You Leave Chevron Phillips Chemical and Are Later Re-Employed** on page P-23 for details.



WHO PAYS FOR THE BENEFITS

Chevron Phillips Chemical pays all costs for the Retirement Plan. Benefits are provided at no cost to participants.

WHAT PAYMENT OPTIONS ARE AVAILABLE

The Retirement Plan offers two types of payment options:

- Annuity options that can provide a lifetime monthly income for you and a surviving spouse or another beneficiary, or
- A one-time lump-sum payment.

WHEN BENEFITS BECOME PAYABLE

Benefits become payable:

- When you reach Normal Retirement Age (age 65, or when you have three years of Vesting Service, if that is later),
- When you meet the age and service requirements for early retirement (age 55 and 10 years of service, or alternatively, 25 years of service), with a reduction in benefits for starting payment prior to age 62, or
- After you satisfy the vesting requirements and terminate employment with Chevron Phillips Chemical (with a reduction in benefits for starting payment prior to age 65).

Who's Eligible

Subject to the exclusions from eligibility described at right, you are eligible for the Retirement Plan if you meet both of the following conditions:

- You are a regular employee on the payroll of Chevron Phillips Chemical or another participating employer, and
- You are scheduled to work 20 hours a week or more.

If you meet these criteria, you become a member of the Retirement Plan on your first day of work. If you do not meet these criteria, or if you were hired on or after January 1, 2004 and are classified as a temporary or seasonal/co-op employee, you become a member if you complete at least 1,000 Hours of Service either within one year of your hire date or in any calendar year following the year in which you were hired. For a definition of Hours of Service, see **Service Time** on page P-4.

Once you become a member of the Retirement Plan, you remain a member as long as you are employed by Chevron Phillips Chemical, and you will accrue benefits regardless of the number of hours you work in a year, except as shown to the right.

You are **not** eligible for the Retirement Plan if any of the following apply to you:

- You are classified by Chevron Phillips Chemical as a leased employee,
- You are covered by a written contract stating that you are an independent contractor rather than an employee (even if the IRS reclassifies you as an employee for tax withholding purposes),
- You belong to a unit covered by a collective bargaining agreement that does not provide for your participation in the Retirement Plan,
- You are on the payroll of a third party with whom Chevron Phillips Chemical has contracted for your services,
- You are deemed to be an employee, but you are not on the payroll,
- You are subject to a written agreement that states that you are ineligible for the plan,
- You are a member of the Chevron Phillips Chemical Puerto Rico Core LLC Pension Plan or the Pension Plan for Hourly Rate Employees of Performance Pipe at Bloomfield or Fairfield, Iowa, or
- You are a Chevron Phillips Chemical employee paid on an hourly basis at Performance Pipe in Brownwood, TX; Hagerstown, MD; Pryor, OK; Startex, SC or Williamstown, KY; or a Chevron Phillips Chemical hourly employee hired on or after January 1, 2004 at Performance Pipe in Knoxville, TN or Reno, NV.



How to Enroll

You do not need to enroll in the Retirement Plan. You will be enrolled automatically if you are an eligible employee.

Service Time

Three types of service are important under the Retirement Plan:

- **Vesting Service** — This is used to determine when you become vested in your benefit. It is also one of the criteria for eligibility to retire.
- **Benefit Service** — This refers to the months and years during which you accrue a benefit.
- **Hours of Service** — This is important only if you have been ineligible for the Retirement Plan because you were working part-time (less than 20 hours a week) or you were hired on or after January 1, 2004 and are classified as a temporary or seasonal/co-op employee and you are hoping to meet the 1,000-Hours-of-Service requirement and begin participating.

There is considerable overlap among the definitions of these types of service.



VESTING SERVICE

Vesting Service means your years of service while you are employed by Chevron Phillips Chemical and may, in certain instances, include periods of service with the Company in employment classifications that are not eligible for a benefit under the Retirement Plan. This will generally be the period you are employed by the Company, starting with the first hour you perform duties for pay and ending when you stop performing such duties and separate from service.

You may be credited with Vesting Service for specific types of absences. The table following **Benefit Service** on the next page provides an overview.

Note: If you transferred employment directly from Americas Styrenics to Chevron Phillips Chemical, service recognized under the Americas Styrenics LLC Retirement Reimbursement Plan (the "AmSty RRA") will count as Vesting Service (but not Benefit Service) under the Retirement Plan.

Vesting

Vesting refers to your right to receive an accrued benefit. Once you are vested in a benefit, you have a nonforfeitable right to receive it, even if you leave the Company. You are vested in your benefit in the Retirement Plan after you have completed three years of Vesting Service. (If you join the plan before you reach age 18, you must complete three years of Vesting Service starting with your 18th birthday in order to be vested.) You will also become 100% vested if you are laid off due to lack of work after you have completed one or more years of Vesting Service.

Note: Ryton Members and K-Resin Members, as defined on page A-2 of the **How to Participate** chapter, were immediately vested in their Retirement Plan benefits upon becoming employed with Solvay and INEOS Styrolution, respectively.

BENEFIT SERVICE

Benefit Service is service recognized for purposes of computing your benefit. It shares many of the characteristics of Vesting Service, as shown in the following table. You will earn Benefit Service each plan year after you begin participating in the plan. Benefit Service specifically excludes the following:

- Any time you are on strike or locked out, except as stated in the table below, and
- Any period for which you are accruing a benefit in any Chevron Phillips Chemical retirement plan other than this plan, the 401(k) Savings and Profit-Sharing Plan, or a plan Chevron Phillips Chemical designates as related to the Retirement Plan.

Time Qualifying as Vesting and Benefit Service

Type of Time	Counts as Vesting Service?	Counts as Benefit Service?	Restrictions or Conditions
Regular work hours — hours when you are performing the duties of your job	Yes	Yes	
Paid absences: <ul style="list-style-type: none"> • Approved vacation or holiday • Approved leave of absence with pay 	Yes	Yes	If you resign, are discharged,* retire or die during the absence, your employment relationship terminates on the date of that event or the date 365 days after the start of the absence, whichever is earlier.
Unpaid absence: <ul style="list-style-type: none"> • Approved leave of absence without pay • Layoff • Strike/lockout 	If the leave (or series of leaves) or layoff exceeds 365 days and you do not return to active employment or you fail to abide by the terms and conditions of the leave or layoff, you will be deemed to have resigned 365 days after the start of the leave or layoff. If you resign, are discharged,* retire or die during the absence, your employment relationship terminates on the date of that event or the date 365 days after the start of the absence, whichever is earlier.	Yes, but only the first 31 consecutive days of a leave of absence without pay count and only if you abide by all the terms and conditions of your leave (including returning to work at the end of your leave, if required). If on strike/lockout, you get the 31 days only if you return to active status after the strike/lockout ends.	If the leave (or series of leaves) or layoff exceeds 365 days and you do not return to active employment or you fail to abide by the terms and conditions of the leave or layoff, you will be deemed to have resigned 365 days after the start of the leave or layoff.
U.S. military service	Yes, provided you return to work within the time your re-employment rights are protected by law.	Yes, but only if you were an eligible employee on the date you entered military service and only if you return to work within the time your re-employment rights are protected by law.	If you do not return to active employment within the time your re-employment rights are protected by law, you will be deemed to have resigned on the date you entered military service.

(continued)

* If you are discharged, your employment relationship ends on whichever of the following comes first: the date you are removed from the payroll, the date you receive written notice of discharge, or the date written notice of discharge is deposited in the U.S. mail (registered or certified) to your last known address.

Type of Time	Counts as Vesting Service?	Counts as Benefit Service?	Restrictions or Conditions
Disability and sickness: <ul style="list-style-type: none"> • Time when you are receiving benefits under Chevron Phillips Chemical's Short-Term Disability Plan or are on approved LTD leave (maximum of 24 calendar months from the initial date that LTD benefit payments begin) • Your waiting period while receiving short-term disability benefits or on approved disability leave (elimination period) for benefits under Chevron Phillips Chemical's Long-Term Disability Plan 	Yes	Yes	If you resign, are discharged,* retire or die while receiving benefits under either of the disability plans, your employment relationship terminates on the date you resign, are discharged, retire or die. Per the Company's Disability Leave policy, in no event will your employment continue past 24 calendar months from the initial date that LTD benefit payments begin.
A period for which you are awarded — or are determined to be entitled to — back pay (regardless of any mitigation of damages)	Yes	Yes	This will count only to the extent it is not already being counted as Vesting Service under one of the other categories.
The period after you terminate your employment relationship	Yes, but only if you are re-employed by the Company within 365 days of the termination.	No	
Any other period that constitutes Vesting Service under written rules or regulations adopted by Chevron Phillips Chemical	Yes	Yes, but only if specifically defined as Benefit Service under the Chevron Phillips Chemical Retirement Plan or other written rules or regulations adopted by Chevron Phillips Chemical.	
Any other period that constitutes Benefit Service under written rules or regulations adopted by Chevron Phillips Chemical	Yes	Yes	

* If you are discharged, your employment relationship ends on whichever of the following comes first: the date you are removed from the payroll, the date you receive written notice of discharge, or the date written notice of discharge is deposited in the U.S. mail (registered or certified) to your last known address.

HOURS OF SERVICE

As noted earlier, you are not eligible to participate in the Retirement Plan if you are regularly scheduled to work less than 20 hours a week, or you were hired on or after January 1, 2004 and are classified as a temporary or seasonal/co-op employee. Provided you otherwise meet plan eligibility requirements, you will become eligible if you complete 1,000 Hours of Service in a one-year period — which is either the 12 months starting on your hire date and ending on the first anniversary of your hire date or any calendar year (January 1 through December 31) that begins after your hire date.

Note: Please do not refer to Fidelity NetBenefits for your Hours of Service. The Hours of Service on NetBenefits are not used for any eligibility or benefit calculations and only include regular work hours. The Hours of Service used to determine Retirement Plan eligibility for certain part-time, temporary and seasonal/co-op employees are calculated in accordance with the schedule below and are maintained in the Company's payroll system as reflected on your pay stubs.

Hours of Service are the number of hours credited to you in one of the four categories described in the chart below.

Hours Qualifying as Hours of Service

Category	Restrictions or Limits
1. Regular work hours — each hour you are paid (or are entitled to be paid) for performing the duties of your job	
2. Paid time when you are not performing duties: <ul style="list-style-type: none"> • Vacation, • Holidays, • Illness, • Incapacity (including disability), • Jury duty, • Military duty, • Leave of absence, or • Layoff 	<p>No more than 501 Hours of Service for any single continuous period of absence</p> <p>Not counted if payment is made only to comply with state workers' compensation, unemployment compensation or disability insurance laws</p>
3. Hours for which you are awarded back pay or Chevron Phillips Chemical agrees to award back pay (regardless of any mitigation of damages)	<p>Not counted if already credited under one of the other categories</p> <p>Will be credited to the time for which it is awarded rather than the time when the award is made</p>
4. Hours that would normally be credited under category 1 or 2 above, except that you were on a Family Medical Leave	<p>Counted only for purposes of determining whether you have had a break in service</p> <p>If Family Medical Leave, not to exceed 501 Hours of Service for any single continuous period or when combined with hours credited under category 1 or 2 during the year the leave begins</p>



BREAK IN SERVICE

If you terminate your employment with Chevron Phillips Chemical and later return, you may have what is called a break in service.

You will be considered to have a break in service if both of the following apply to you:

- You terminate your employment before you are vested in the Retirement Plan, and
- Your absence from the Company is at least five years.

If you have a break in service, you will forfeit any Vesting Service you accumulated prior to the break.

However, if you terminate your employment with the Company and return to the Company within 365 days after termination, the period after you terminated employment may be counted for purposes of Vesting Service.

Note: If you were absent on a Family Medical Leave and you resigned or were discharged, the period allowed for re-employment before a break in service occurs will be extended by one year.

Your retirement application should be submitted to Fidelity at least 30, but not more than 180, days before your desired Benefit Commencement Date. In general, you must request your pension commencement forms from Fidelity at least 45 days prior to your Benefit Commencement Date, to ensure you and Fidelity have sufficient time to issue, complete and review your forms.

If your retirement forms are received by Fidelity in good order less than 30 days prior to the requested Benefit Commencement Date, but still prior to your requested Benefit Commencement Date, your requested Benefit Commencement Date will be honored but the payment may be delayed.

If your pension commencement forms are **not received by Fidelity at least 30 days before your requested Benefit Commencement Date**, and approved by Fidelity as being in good order with such approval completed **at least one day prior to your requested Benefit Commencement Date**, the Company will not be able to honor your requested Benefit Commencement Date.

(continued)

If you submit your pension commencement forms too late for the full review and processing for the Benefit Commencement Date you requested, or if you do not promptly respond to any inquiries from Fidelity or Chevron Phillips Chemical, you may not be able to start receiving your pension benefit on your requested Benefit Commencement Date and it may be delayed. The plan does not permit your benefits to start before you submit the properly completed and required forms or if your requested date does not allow sufficient time for review of your pension commencement forms.

If you decide to change your requested commencement date, the change request must be received by Fidelity no later than the last day of the month before your new date. No changes can be made once your Benefit Commencement Date has passed.

Your Benefit Commencement Date will always be the first day of a month. However, your first payment will normally be delayed to allow time for your final payroll earnings to be incorporated into your final retirement calculation.

The interest rate used to calculate lump sums for Traditional Retirement Plan Formula benefits and used to calculate annuities for Stable Value Formula benefits is based on the lump sum interest rate, as defined in the plan document and summarized in the **Forms of Payment** section beginning on page P-15, for the month that is four months prior to the calendar quarter of distribution. As such, the September interest rate determines the January – March rate, the December interest rate determines the April – June rate, the March interest rate determines the July – September rate and the June interest rate determines the October – December rate. For more details on the lump sum interest rate and protections in place for your lump-sum benefit earned through December 31, 2012, see the **Lump-sum payment** section in the **Forms of Payment** table on page P-17.

When You Can Retire

If you continue working for Chevron Phillips Chemical until your Normal Retirement Age, you may retire from service with the Company and receive a normal retirement pension.

Normal Retirement Age is your 65th birthday or the date you complete three years of Vesting Service, whichever is later.

You may retire from service with the Company before your Normal Retirement Age if you are 55 or older and have completed at least 10 years of Vesting Service, or you have completed at least 25 years of Vesting Service even if you have not reached age 55. You would then have your choice of receiving an unreduced benefit starting on your Normal Retirement Date or a reduced benefit starting earlier. Reduction for an early payment start is discussed in **Adjustments for Early or Late Retirement** on page P-14.

If you continue working for Chevron Phillips Chemical beyond your Normal Retirement Age, you may retire from service with Chevron Phillips Chemical and receive a Late Retirement Pension. These three types of retirement are summarized in the following table.

Type of Retirement	Eligibility Criteria	When You Can Begin Receiving Benefits
Normal	You reach your Normal Retirement Age — your 65th birthday or the date you complete three years of Vesting Service, whichever comes later.	On your Normal Retirement Date — the first day of the month after you reach Normal Retirement Age (or on the first day of the month, if you reach Normal Retirement Age on that day).
Early	<ul style="list-style-type: none"> • You are age 55 or older and have completed 10 years of Vesting Service, OR • You have completed 25 years of Vesting Service. 	<ul style="list-style-type: none"> • On your Normal Retirement Date (this avoids having benefits reduced for early payment), OR • Earlier than your Normal Retirement Date, although benefits may be reduced for early payment.
Late	You reach your Normal Retirement Age* but continue in active service with the Company.	The first day of the month after you retire.

* Special rules apply to 5% owners of the Company.

SPECIAL RULE FOR LATE RETIREMENT

If you choose to postpone your retirement past your Normal Retirement Date, your pension payments will not commence until you actually retire.



IF YOU LEAVE CHEVRON PHILLIPS CHEMICAL BEFORE YOU ARE ELIGIBLE TO RETIRE

If you terminate your employment with the Company before you are eligible for retirement, you will still be eligible for a benefit if you are vested when you terminate. You will have what is called a vested pension. For more information, see **When You Leave Chevron Phillips Chemical Before Retirement** on page P-20.

If you are not vested when you terminate, you forfeit your benefit from the Retirement Plan (unless you rejoin the Company within a certain period and subsequently qualify for a benefit).

Your Benefit From the Retirement Plan

Your benefit from the Retirement Plan will depend on the following factors:

- The benefit amount determined under the plan's formulas,
- When you choose to start receiving your benefit, and
- The form of payment you elect.

Each of these factors is discussed in more detail in the following sections. **The benefit of employees who transferred to Chevron Phillips Chemical from Chevron or ConocoPhillips may also include a transition component. See Appendix I beginning on page P-29 for more information.**

Note: Section 415 of the Internal Revenue Code limits the benefits payable under plans such as the Retirement Plan. Most employees are not affected by these limits. However, if your pension is affected by the limits, you will be notified by Chevron Phillips Chemical, and your benefit will be reduced to the level required by law.

Eligible Compensation

For the purpose of the Retirement Plan and this document, your eligible compensation includes your base pay plus any EIP bonus payments, shift differentials, regularly scheduled overtime, holiday pay, sick pay and vacation pay. Your eligible compensation does not include any relocation pay, educational reimbursements, premium pay, vacation lump-sum payments and/or cash awards.

Compensation for a period of absence counted as Benefit Service will be based on the base pay rate in effect for you immediately before the absence and will not include any bonus.

The IRS limits the amount of compensation that can be taken into account each year under pension plans such as the Retirement Plan. This limit — \$285,000 of annual compensation in 2020 — is subject to change from year to year.

How Your Benefit Amount Is Determined

As noted earlier, the Retirement Plan benefits consist of three primary components: a Stable Value Benefit, a Career Average Pay Benefit and/or a Variable Annuity Benefit, and the benefit components you accrue depend on your hire date. All three components are based on your eligible compensation.

STABLE VALUE FORMULA

If your last hire date is on or after July 1, 2014, your benefit under the Retirement Plan will be determined using the Stable Value Formula. This formula includes the Stable Value Benefit, calculated as shown on page P-11.

TRADITIONAL RETIREMENT PLAN FORMULA

If your last hire date is before July 1, 2014, your benefit under the Retirement Plan will be determined using the Traditional Retirement Plan Formula. This formula includes two primary components — a Career Average Pay Benefit, calculated as shown on page P-12, and a Variable Annuity Benefit, calculated as shown beginning on page P-12.

If you had Benefit Service with Chevron Phillips Chemical before July 1, 2014 and you were rehired on or after July 1, 2014, your benefit under the Retirement Plan will be determined using the Traditional Retirement Plan Formula for any Benefit Service before July 1, 2014 and using the Stable Value Formula for any Benefit Service on or after July 1, 2014.

Note: If you are rehired or you transfer employment to/from Chevron Phillips Chemical, you will be subject to certain Retirement Plan administration rules regarding your rehire or transfer. See ***If You Leave Chevron Phillips Chemical and Are Later Re-Employed*** on page P-23 for details.

Note: Information on additional components for former Chevron and ConocoPhillips employees can be found in ***Appendix I*** beginning on page P-29.

Note: Benefit information for employees who terminated employment with Chevron Phillips Chemical on December 31, 2008 and became employed by Americas Styrenics LLC on January 1, 2009 can be found in ***Appendix II*** beginning on page P-40.

STABLE VALUE BENEFIT

Each year you participate in the Stable Value Formula, you earn a Stable Value Benefit credit equal to 15% of your eligible compensation for that year (see page P-10 for details about what is included in eligible compensation). These Stable Value Benefit credits are allocated to a bookkeeping account set up in your name. Stable Value Benefit credits are cumulative. At the end of your career, your account will equal the sum of all of your Stable Value Benefit credits.

The following table provides an example of how the credits accumulate. For simplicity's sake, we'll assume you join Chevron Phillips Chemical on your 55th birthday, you work for Chevron Phillips Chemical for 10 years and your compensation starts at \$50,000 and increases by \$2,000 a year.

Example of Stable Value Benefit Accumulation

Year	Compensation	15% Stable Value Benefit Credit	Account Value End of Year (Payable at Age 65)
1	\$50,000	\$ 7,500	\$ 7,500
2	\$52,000	\$ 7,800	\$15,300
3	\$54,000	\$ 8,100	\$23,400
4	\$56,000	\$ 8,400	\$31,800
5	\$58,000	\$ 8,700	\$40,500
6	\$60,000	\$ 9,000	\$49,500
7	\$62,000	\$ 9,300	\$58,800
8	\$64,000	\$ 9,600	\$68,400
9	\$66,000	\$ 9,900	\$78,300
10	\$68,000	\$10,200	\$88,500

You can then receive the value of your account as a one-time lump-sum benefit* when you retire (assuming no reduction for early payment). If you choose to receive your benefit in the form of an annuity, the value of your account will be converted to an actuarially equivalent annuity for determination of your Normal Retirement Benefit.

*** Note:** Although the Stable Value Benefit is often displayed as a lump-sum amount, the normal form of payment is a single life annuity for single participants and a 50% joint and survivor annuity for married participants. You can request and receive a lump-sum payment as an optional form of payment, although spousal consent is required for married participants to receive a lump-sum payment (see **Optional Forms of Payment** on page P-15 for details).



CAREER AVERAGE PAY BENEFIT

Each year you participate in the Traditional Retirement Plan Formula, you earn a Career Average Pay Benefit credit equal to 1.5% of your eligible compensation for that year, retroactive to your first day of participation in the Chevron Phillips Chemical Retirement Plan.

Career Average Pay Benefit credits are cumulative. At the end of your career, this part of your benefit will equal the sum of all of your Career Average Pay Benefit credits. You will then receive this amount each year — divided into monthly payments — as part of your pension benefit when you retire (assuming no reduction for early payment).

The following table provides an example of how the credits accumulate. For simplicity's sake, we'll assume you join Chevron Phillips Chemical on your 55th birthday, you work for Chevron Phillips Chemical for 10 years, and your compensation starts at \$50,000 and increases by \$2,000 a year.

Example of Career Average Pay Benefit Accumulation

Year	Compensation	1.5% Career Average Pay Benefit Credit	Cumulative Total
1	\$50,000	\$ 750	\$ 750
2	\$52,000	\$ 780	\$1,530
3	\$54,000	\$ 810	\$2,340
4	\$56,000	\$ 840	\$3,180
5	\$58,000	\$ 870	\$4,050
6	\$60,000	\$ 900	\$4,950
7	\$62,000	\$ 930	\$5,880
8	\$64,000	\$ 960	\$6,840
9	\$66,000	\$ 990	\$7,830
10	\$68,000	\$1,020	\$8,850

If you chose a single life annuity (for more information, see **Forms of Payment** on page P-15), you would receive \$8,850 a year (\$737.50 a month) throughout your retirement from this component of the plan.

VARIABLE ANNUITY BENEFIT

When you participate in the Traditional Retirement Plan Formula, at the end of each month, Variable Annuity Deposit Credits will be allocated to a bookkeeping account set up in your name. The Deposit Credits credited at the end of each month to your account will be equal to 1% of your eligible compensation for that month.

Note: It is the Company's intention to consider periodic amendments (commonly referred to as discretionary "Variable Annuity Annual Credits") to the Retirement Plan which could possibly increase the Variable Annuity Benefit, depending on business conditions. For example, the plan was amended to increase the Variable Annuity Benefit for participants in the plan on December 31, 2018 and again on December 31, 2019. In no case does the Company guarantee that such amendments will actually be adopted in the future.

Interest Credits will be credited to your account each month based on the plan's Variable Annuity Index.

Beginning for plan year 2017, the Variable Annuity Index is equal to the greater of: (i) the third segment rate under Code Section 417(e)(3) (commonly referred to as the "third segment PPA interest rate") published for the month of December immediately preceding the plan year; or (ii) 3%. For example, if the third segment PPA interest rate in December of the prior year was 5%, this year's Interest Credit would be 5%. If the third segment PPA interest rate in December of the prior year was 2%, this year's Interest Credit would be the minimum of 3%, since 2% is less than the minimum.

The table below shows how the Variable Annuity Benefit feature would work during one hypothetical year.

Example of One Year's Change in Variable Annuity Unit Account

Assumptions: Monthly Pay Rate at 1/1 is \$5,000

Bonus paid in February is \$4,200

Monthly Pay Rate effective 4/1 is \$5,200

Account Value at 1/1 is \$1,000

Variable Annuity Index is 5%, resulting in a 5% Interest Crediting Rate

Discretionary "Variable Annuity Annual Credit" awarded at 6% for plan year

Beginning of Month	Pay in Month	Account Value Beginning of Month	Deposit Credit for Month	Interest Credit for Month	Discretionary "Success Sharing" Credit	Account Value End of Month
1	\$5,000	\$1,000.00	\$50	\$4.07		\$1,054.07
2	\$9,200	\$1,054.07	\$92	\$4.29		\$1,150.36
3	\$5,000	\$1,150.36	\$50	\$4.69		\$1,205.05
4	\$5,200	\$1,205.05	\$52	\$4.91		\$1,261.96
5	\$5,200	\$1,261.96	\$52	\$5.14		\$1,319.10
6	\$5,200	\$1,319.10	\$52	\$5.37		\$1,376.47
7	\$5,200	\$1,376.47	\$52	\$5.61		\$1,434.08
8	\$5,200	\$1,434.08	\$52	\$5.84		\$1,491.92
9	\$5,200	\$1,491.92	\$52	\$6.08		\$1,550.00
10	\$5,200	\$1,550.00	\$52	\$6.31		\$1,608.31
11	\$5,200	\$1,608.31	\$52	\$6.55		\$1,666.86
12	\$5,200	\$1,666.86	\$52	\$6.79	\$103.54	\$1,829.19

The part of your pension benefit payable from the Variable Annuity Benefit component will depend on the value of your account when your pension commences. If you choose to receive your benefit in the form of an annuity, the value of your account will be converted to an actuarially equivalent annuity and added to the Career Average Pay Benefit for determination of your Normal Retirement Benefit.

Your bookkeeping account for the Variable Annuity Benefit will continue to earn Interest Credits each month until it is paid from the plan.



Adjustments for Early or Late Retirement

NORMAL RETIREMENT

If you start receiving your benefit on your Normal Retirement Date (your 65th birthday or the date you complete three years of Vesting Service, whichever comes later), your pension will be based on a benefit that accrues as shown in the examples in the preceding section **How Your Benefit Amount Is Determined**. The only variables will be the effect of financial markets on the Variable Annuity component and the form of payment option you elect.

EARLY RETIREMENT

If you qualify for early retirement (meaning you have 25 years of Vesting Service or you are age 55 or older and have 10 years of Vesting Service), you have two choices for your early retirement pension:

- Defer payment until your Normal Retirement Date, or
- Start receiving your benefit on an Early Retirement Date — the first day of any calendar month after Chevron Phillips Chemical receives your written application for an early retirement pension. If you do this, your benefit will be the reduced Stable Value Benefit or the sum of your adjusted Career Average Pay Benefit and Variable Annuity Benefit components, as shown in the following tables.

Stable Value Benefit

Age at Early Retirement Date	Benefit Payable
62 or older	Unreduced
Younger than 62	Reduced by 5% per year (on a compounded basis) for each year your age falls short of 62 when benefits begin. For example, if you retire at age 59½ (2½ years before age 62), you would receive 87.96% of your accrued benefit ($95\%^{2.5} = 87.96\%$).



Career Average Pay Benefit

Age at Early Retirement Date	Benefit Payable
62 or older	Unreduced
55 or older but not yet 62	Reduced by 5/12% for each month your age falls short of 62 when benefits begin.
Younger than 55	The equivalent actuarial value of your Career Average Pay Benefit payable at age 55.

Variable Annuity Benefit

Age at Early Retirement Date	Benefit Payable
Any qualifying age	The equivalent actuarial value of your Variable Annuity Benefit payable at your Early Retirement Date as a lifetime annuity. Your Variable Annuity Unit Account balance if taken as a lump sum.

The benefit for employees who take early retirement after transferring to Chevron Phillips Chemical from Chevron or ConocoPhillips may include additional components. See Appendix I beginning on page P-29 for more information.

LATE RETIREMENT

If you retire late, your pension will be based on your Stable Value Benefit credits, your Career Average Pay Benefit credits and/or your Variable Annuity Benefit account at the time you retire; however, in no case will it be less than the equivalent actuarial value of the benefit to which you would have been entitled if you had actually retired on your Normal Retirement Date.

Forms of Payment

The Retirement Plan has automatic and optional forms of payment. If you do not make an election, you will receive the automatic form of payment that applies to you, **which is the same whether you have benefits under the Traditional Retirement Plan Formula, the Stable Value Formula, or both.** You cannot change your form of payment after payment of your pension has begun.

Payment Form You Will Receive If You Do Not Make an Election

If you are ...	Your automatic form of payment is ...
Single on your annuity starting date, and the present value of your benefit is over \$5,000	Single life annuity
Married on your annuity starting date, and the present value of your benefit is over \$5,000	50% joint and survivor annuity with your spouse as beneficiary
Either single or married, and the present value of your benefit is \$5,000 or less	Lump-sum payment (this is your only option)

AUTOMATIC FORMS OF PAYMENT

- **Single Participants** — If you are single on your annuity starting date, the automatic form of payment is a single life annuity. This is an annuity that pays you a monthly pension for your lifetime. Payments stop with your death.
- **Married Participants** — If you are married on your annuity starting date, the automatic form of payment is a 50% joint and survivor annuity, with the person to whom you are married on that date as beneficiary. Under this form, you get a reduced monthly benefit for your lifetime. Upon your death, your spouse gets 50% of your reduced monthly pension amount for his or her lifetime.
- **Participants with a Small Benefit** — Whether you are single or married, if the present value of your benefit when you retire or terminate your employment is \$5,000 or less, you will automatically receive your pension in a lump sum as soon as practicable after your retirement or termination date. The amount of the payment equals the present value of the annuity you would otherwise receive at your Normal Retirement Date, or (if larger) at the earliest date benefits could have commenced.

OPTIONAL FORMS OF PAYMENT

If you do not want to receive your benefit in the automatic form of payment that applies to you, you can elect one of the optional forms of payment. **If you are married, your spouse must consent in writing to your election of any form of payment other than a joint and survivor annuity of at least 50% with your spouse as beneficiary.** The optional forms of payment available under the plan are:

- **Option 1: Single Life Annuity** — This is the automatic form of payment for single participants; it is an optional form of payment for married participants.
- **Option 2: 100% Joint and Survivor Annuity** — If you choose Option 2 and name a beneficiary — other than your spouse — who is more than 10 years younger than you, your selection will be invalid and you will need to make another choice.
- **Option 3: 75% Joint and Survivor Annuity** — If you choose Option 3 and name a beneficiary — other than your spouse — who is more than 10 years younger than you, your selection will be invalid and you will need to make another choice.
- **Option 4: 50% Joint and Survivor Annuity** — This is the automatic payment form for married participants — with the spouse as beneficiary. With spousal consent, married participants can name someone other than the spouse as beneficiary. This is an optional form of payment for single participants.
- **Option 5: Lump-Sum Payment** — This is the automatic payment form if your benefit is \$5,000 or less, but you can also select this as an option.
- **Option 6: 5- or 10-Year Certain and Life Annuity** — This is an optional form of payment.



All of the forms of payment noted on the previous page are described in the following table.

Forms of Payment

Name	Description
Single life annuity	This is an annuity that pays you a monthly pension for your lifetime. Payments stop when you die.
100% joint and survivor annuity	<p>Under this option:</p> <ul style="list-style-type: none"> You will receive a reduced monthly benefit for the rest of your life, and After your death, your beneficiary will receive monthly benefits that are 100% of the amount you were receiving for the rest of his or her life. No further payments are made after your beneficiary's death (or after your death, if you outlive your beneficiary). <p>To allow for a longer benefit period, this option pays a monthly benefit to you that is lower than the benefit you would have received under a single life annuity. The amount is reduced actuarially, taking into account both your age and your beneficiary's age at the time benefits begin. (Your beneficiary — unless it's your spouse — can be no more than 10 years younger than you are.) The monthly benefit payable to you is lower than it would be under the 50% joint and survivor annuity because this option needs to allow for a higher continuing benefit to your surviving beneficiary.</p>
75% joint and survivor annuity	<p>Under this option:</p> <ul style="list-style-type: none"> You will receive a reduced monthly benefit for the rest of your life, and After your death, your beneficiary will receive monthly benefits that are 75% of the amount you were receiving for the rest of his or her life. No further payments are made after your beneficiary's death (or after your death, if you outlive your beneficiary). <p>To allow for a longer benefit period, this option pays a monthly benefit to you that is lower than the benefit you would have received under a single life annuity. The amount is reduced actuarially, taking into account both your age and your beneficiary's age at the time benefits begin. (Your beneficiary — unless it's your spouse — can be no more than 10 years younger than you are.) The monthly benefit payable to you is lower than it would be under the 50% joint and survivor annuity because this option needs to allow for a higher continuing benefit to your surviving beneficiary.</p>
50% joint and survivor annuity	<p>Under this option:</p> <ul style="list-style-type: none"> You will receive a reduced monthly benefit for the rest of your life, and After your death, your beneficiary will receive monthly benefits that are 50% of the amount you were receiving for the rest of his or her life. No further payments are made after your beneficiary's death (or after your death, if you outlive your beneficiary). <p>To allow for a longer benefit period, this option pays a monthly benefit to you that is lower than the benefit you would have received under a single life annuity. The amount is reduced actuarially, taking into account both your age and your beneficiary's age at the time benefits begin.</p>

(continued)



Name	Description
<p>Lump-sum payment</p>	<p>This is a one-time, single-sum payment of the entire equivalent actuarial value of your benefit. No further benefits are paid. Actuarial equivalence is based on the mortality set forth in the plan document.</p> <p>The interest rate used to calculate lump sums is based on the lump sum interest rate for the month that is four months prior to the calendar quarter of distribution. (As such, the September interest rate determines the January – March rate, the December interest rate determines the April – June rate, the March interest rate determines the July – September rate and the June interest rate determines the October – December rate.)</p> <p>For benefit commencements on or after January 1, 2013, the interest rate used to calculate lump sums for Traditional Retirement Plan Formula benefits and used to calculate annuities for Stable Value Formula benefits is the interest rate specified by the Pension Protection Act of 2006 (“PPA”) for determining lump-sum distributions (“PPA Rate”), provided that the lump-sum benefit calculated using the PPA Rate and PPA Mortality Table in 2013 and following shall not cause a member to receive a lower lump-sum benefit than he or she was entitled to as of December 31, 2012, using the applicable 30-Year U.S. Treasury Rate. The PPA Rate is a 3-tier segment rate, with the first segment rate applicable to the portion of your benefit reasonably determined to be payable during the 5-year period beginning on your Benefit Commencement Date, the second segment applicable to the portion of your benefit reasonably determined to be payable during the 15-year period following the initial 5-year period and the third segment applicable to the portion of your benefit reasonably determined to be payable from year 21 forward. The PPA Rates may be found by navigating to the IRS website (http://www.irs.gov/) and searching for “Minimum Present Value Segment Rates.”</p> <p>For benefit commencements on or after January 1, 2013, the mortality table used to calculate your lump-sum benefit is the applicable mortality table in effect during the year of commencement as prescribed by the PPA (“PPA Mortality Table”).</p> <p>As mentioned above, your lump-sum benefit under the plan is protected at a minimum “floor” value from January 1, 2013 forward. This minimum lump-sum floor value is your accrued annuity benefit as of December 31, 2012, converted to a lump sum using the average 30-year U.S. Treasury Rate applicable to a distribution on December 31, 2012 (i.e., the rate for June 2012) and the 1994 Group Annuity Reserving Table. The minimum lump-sum floor value also includes the portion of your accrued benefit attributable to the Variable Annuity Benefit component credited under such component through March 31, 2013, including the plan year 2012 Variable Annuity Annual Credit, if any, credited to your account in March 2013. Beginning January 1, 2013, your actual lump-sum benefit is the higher of the minimum lump-sum floor value as described above and your ongoing accrued benefit calculated as a lump sum using the PPA Rates and PPA Mortality Table.</p> <p>For examples of how the applicable interest rate affects the lump-sum payment, see the Lump Sum Payable at Different Rates for the Career Average Pay and Variable Annuity Benefits table on the next page.</p>
<p>5- or 10-year certain and life annuity</p>	<p>This is like the single life annuity in that it pays you a monthly benefit for the rest of your life. However, it also guarantees payments for a certain period (either 5 or 10 years, depending on which period you choose). If you die before receiving the 5 or 10 years of guaranteed payments, the remainder of the guaranteed payments will be made to the beneficiary you designate. If your beneficiary dies before you, any remaining guaranteed payments will be paid to your estate.</p> <p>Because of the payment guarantee, this option pays a smaller monthly benefit than the single life annuity.</p>

Monthly Annuities Payable at Different Rates for the Stable Value Benefit*

Age at Payment	Lump Sum at Payment Age**	Interest Rate						
		3%	3.5%	4%	4.5%	5%	5.5%	6%
35	\$ 25,000	\$ 82	\$ 90	\$ 98	\$ 106	\$ 114	\$ 123	\$ 131
45	\$100,000	\$ 370	\$ 400	\$ 430	\$ 461	\$ 492	\$ 524	\$ 557
55	\$185,000	\$ 817	\$ 869	\$ 923	\$ 978	\$1,034	\$1,091	\$1,148
65	\$300,000	\$1,716	\$1,801	\$1,886	\$1,973	\$2,061	\$2,151	\$2,241

* Note these annuities were calculated using the 2014 417(e)(3) mortality table.

** Lump sum at each payment age represents the Stable Value Account reduced for early payment, as applicable.

Lump Sum Payable at Different Rates for the Career Average Pay and Variable Annuity Benefits*

Age at Payment	Monthly Annuity Payable	Interest Rate						
		3%	3.5%	4%	4.5%	5%	5.5%	6%
35	\$ 100	\$ 29,848	\$ 27,359	\$ 25,195	\$ 23,305	\$ 21,646	\$ 20,182	\$ 18,886
45	\$ 500	\$132,073	\$122,568	\$114,137	\$106,631	\$ 99,926	\$ 93,916	\$ 88,509
55	\$1,000	\$220,345	\$207,270	\$195,428	\$184,676	\$174,889	\$165,959	\$157,792
65	\$2,000	\$338,924	\$323,304	\$308,857	\$295,475	\$283,058	\$271,518	\$260,778

* Note these lump sums were calculated using 1994 Group Annuity Reserving Mortality Table.



ROLLOVER OPTION FOR LUMP-SUM PAYMENT

If you receive your benefit as a lump-sum payment (whether you have elected that form of payment or you receive it because your benefit is \$5,000 or less), you may be able to defer paying taxes by having it directly rolled over to an Individual Retirement Account (IRA), individual retirement annuity, or another employer's plan. (Annuities are not eligible for rollover.)

The materials you receive when you are taking your benefit will include information and forms for a direct rollover.

Applying for Your Benefit

You can get an estimate of your retirement benefit by logging on to Fidelity's NetBenefits website at www.netbenefits.com. You will be able to log into your account and receive estimates based on different retirement scenarios you input (such as retirement date, salary projection, etc.), review frequently asked questions and request forms. This information is designed to help you make informed decisions about how long you plan to work for Chevron Phillips Chemical and when you might consider retiring. As with any retirement decision, you always assume the responsibility for any assumptions you make when estimating future retirement benefits.

To apply for your benefit, please contact the Chevron Phillips Pension and Savings Service Center at 1-866-771-5225 or log on to www.netbenefits.com to request a packet.

You will choose a payment form and an annuity starting date (the first day of the month you want your annuity payments to start or the date you want to receive the lump-sum payment). Allow three months for processing. For example, if you want your payments to start December 1, request your forms by the end of August. (Your first payment will include any amounts due for the period between your retirement date and the date payments start.) If you do not elect a payment form, you will receive your pension in the form that automatically applies to you, given your marital status and the present value of your benefit.

You must make your elections in the 180 days preceding your annuity starting date.

You may revoke your elections, provided you do so before your annuity starting date.

If you do not apply for your pension benefits by your Normal Retirement Date, Chevron Phillips Chemical will attempt to contact you, and your pension will automatically start on the later of the following dates:

- Your 65th birthday,
- The date you complete three years of Vesting Service, or
- The date you terminate.

If Chevron Phillips Chemical is unable to contact you, your benefits will still be payable, starting on the date you contact Chevron Phillips Chemical. At that time, you will receive a one-time retroactive payment equal to the sum of any payments that would have been made had you started receiving your benefit on your Normal Retirement Date.

MINIMUM REQUIRED DISTRIBUTIONS

By law, you must start receiving minimum required distributions from the Retirement Plan no later than April 1 of the year following the calendar year in which you reach age 70½ (if you reach age 70½ on or before December 31, 2019) or age 72 (if you reach age 70½ after December 31, 2019), unless you remain actively employed by the Company beyond age 70½ or age 72, respectively. In this case, you must start receiving minimum required distributions from the Retirement Plan no later than April 1 of the year following the calendar year in which you terminate your employment.

For practical purposes, if you are age 65 or older, you are required to commence your Retirement Plan benefit on the first of the month after you terminate your employment. Therefore, if you are age 70½ (if you reach age 70½ on or before December 31, 2019) or age 72 (if you reach age 70½ after December 31, 2019) or older when you terminate your employment, and you intend to roll over your Retirement Plan benefit as a lump sum to an IRA, the portion of your benefit that would have previously been distributed as a minimum required distribution if you were not actively employed will not be eligible for rollover and will be taxable upon distribution. The Form 1099-R you receive from Fidelity will reflect the non-taxable and taxable benefit distribution amounts.

When You Leave Chevron Phillips Chemical Before Retirement

If you are vested in your benefit, you will be eligible for a benefit from the Retirement Plan even if you leave Chevron Phillips Chemical before you are eligible for retirement. If you have such a vested pension, you have three choices for when you can receive your benefit:

- On your Normal Retirement Date — If you wait until the date that would have been your Normal Retirement Date if you hadn't left the Company, you will receive a pension with no reduction, based on your accrued benefit.
- On your Early Retirement Date — If you qualified for early retirement when you left (had 25 years of Vesting Service or were age 55 or older and had 10 years of Vesting Service), you can start your pension the first day of any calendar month after your termination. It will be adjusted as shown in the table under **Early Retirement** in the **Adjustments for Early or Late Retirement** section on page P-14.
- On an Early Date When You Don't Qualify for Early Retirement — You may start your pension on the first of any month after you terminate. The monthly benefit will be lower than the benefit that would have been payable at your Normal Retirement Date because it's expected to be paid out over a longer payment period.

See the tables on pages P-21 – P-22 for examples of early retirement pensions and early-start pensions when you do not qualify for early retirement. For comparison purposes, the table also shows a normal retirement pension (for someone leaving Chevron Phillips Chemical at age 65 with 10 years of Vesting Service).



BENEFIT VALUE OF \$5,000 OR LESS

If the present value of your benefit is \$5,000 or less when you terminate, you will automatically receive a lump-sum payment of your entire benefit at that time.

APPLYING FOR A VESTED PENSION BENEFIT

To apply for a vested pension benefit, call the Chevron Phillips Pension and Savings Service Center at 1-866-771-5225 or initiate your benefit online by logging on to www.netbenefits.com, navigating to "CP Chem Retirement Plan" and clicking on "How to Collect Your Pension Benefit."

When applying for your benefit, submit your paperwork at least 30 days before you want payments to begin.

If you do not apply for your pension benefits by your Normal Retirement Date, Chevron Phillips Chemical will attempt to contact you and start your pension on your Normal Retirement Date. If the Company is unable to contact you, your benefits will still be payable starting on the date you contact Chevron Phillips Chemical.

It is your responsibility to notify the Chevron Phillips Employee Service Center at 1-800-446-1422 (option 3) if you change your address or your name.

Sample Pensions for the Stable Value Benefit

To allow comparison of the effects of age, service and an early start for payment purposes, all sample pensions in this table are based on an assumed Stable Value Account payable as a lump sum at age 65 of \$100,000. Stable Value Benefits for participants who are not early retirement-eligible are reduced by 5% per year (on a compounded basis) for each year your age falls short of 65 when benefits begin.

A	B	C	D	E	F	G = (E x F)	H	I = (G ÷ H)
Age at Termination	Service at Termination	Eligible for Early Retirement	Eligible for Vested Pension	Stable Value Account Payable as Lump Sum at Age 65	Early Payment Discount Factor	Stable Value Lump-Sum Benefit Payable at Termination	Annuity Factor*	Stable Value Benefit Payable Monthly at Termination
35	5	No	Yes	\$100,000	21.46%	\$ 21,460	203.8687	\$105.26
45	10	No	Yes	\$100,000	35.85%	\$ 35,850	190.7989	\$187.89
47	24	No	Yes	\$100,000	39.72%	\$ 39,720	187.3265	\$212.04
47	25	Yes	n/a	\$100,000	46.33%	\$ 46,330	187.3265	\$247.32
54	10	No	Yes	\$100,000	56.88%	\$ 56,880	172.2019	\$330.31
55	9	No	Yes	\$100,000	59.87%	\$ 59,870	169.6384	\$352.93
55	10	Yes	n/a	\$100,000	69.83%	\$ 69,830	169.6384	\$411.64
62	5	No	Yes	\$100,000	85.74%	\$ 85,740	149.3252	\$574.18
62	10	Yes	n/a	\$100,000	100.00%	\$100,000	149.3252	\$669.68
65	10	n/a	n/a	\$100,000	100.00%	\$100,000	139.4923	\$716.89

* Note these factors were calculated at 5.50% interest rate using 417(e) mortality tables for 2014 commencement dates and are for illustration purposes only. The actual rate and amount of the annuity will be based on the interest rate and mortality table in effect for the month of benefit commencement.



Sample Pensions for the Career Average Pay and Variable Annuity Benefits

To allow comparison of the effects of age, service and an early start for payments, all sample pensions in this table are based on an assumed Career Average Pay Benefit payable monthly at age 65 of \$1,000 and an assumed Variable Annuity account value at termination of \$15,000.

A	B	C	D	E	F	G = (E x F)	H	I	J = (H ÷ I)	K = (G + J)
Age at Termination	Service at Termination	Eligible for Early Retirement	Eligible for Vested Pension	Career Average Pay Benefit Payable Monthly at Age 65	Early Payment Discount Factor	Career Average Pay Benefit Payable Monthly at Termination	Variable Annuity Account Value at Termination	Annuity Factor*	Variable Annuity Benefit Payable Monthly at Termination	Total Monthly Benefit Payable at Termination
35	5	No	Yes	\$1,000	12.07%	\$ 120.70	\$15,000	201.1068	\$ 74.59	\$ 195.29
45	10	No	Yes	\$1,000	22.43%	\$ 224.30	\$15,000	186.5388	\$ 80.41	\$ 304.71
47	24	No	Yes	\$1,000	25.55%	\$ 255.50	\$15,000	182.7444	\$ 82.08	\$ 337.58
47	25	Yes	n/a	\$1,000	37.33%	\$ 373.30	\$15,000	182.7444	\$ 82.08	\$ 455.38
54	10	No	Yes	\$1,000	41.37%	\$ 413.70	\$15,000	166.7460	\$ 89.96	\$ 503.66
55	9	No	Yes	\$1,000	44.49%	\$ 444.90	\$15,000	164.0952	\$ 91.41	\$ 536.31
55	10	Yes	n/a	\$1,000	65.00%	\$ 650.00	\$15,000	164.0952	\$ 91.41	\$ 741.41
62	5	No	Yes	\$1,000	77.00%	\$ 770.00	\$15,000	143.2092	\$104.74	\$ 874.74
62	10	Yes	n/a	\$1,000	100.00%	\$1,000.00	\$15,000	143.2092	\$104.74	\$1,104.74
65	10	n/a	n/a	\$1,000	100.00%	\$1,000.00	\$15,000	133.3608	\$112.48	\$1,112.48

* Uses a 5.49% conversion rate. This rate changes monthly.



If You Leave Chevron Phillips Chemical and Are Later Re-Employed

If you leave Chevron Phillips Chemical and are later rehired, you become a member of the Retirement Plan again on the first day you return to work. You may be eligible to earn additional benefits under the Stable Value Formula or the Traditional Retirement Plan Formula, depending on your circumstances.

BENEFIT SERVICE — REHIRES

- If you are a Retirement Plan participant, you terminate employment from Chevron Phillips Chemical for any reason (and therefore you are not on Chevron Phillips Chemical's payroll for one day or more), and you are subsequently rehired with Chevron Phillips Chemical on or after July 1, 2014, your sole new benefit accruals under the Retirement Plan will be under the Stable Value Formula.
- **Note:** A participant who takes an expatriate or seconded assignment with a Chevron Phillips Chemical subsidiary or joint venture is not considered to have terminated employment from Chevron Phillips Chemical. Therefore, the participant continues to accrue benefits under his or her current Retirement Plan Formula throughout his or her assignment.

These "rehire" provisions will be superseded only by the "transfer" provisions as detailed below.

BENEFIT SERVICE — TRANSFERS

- If you terminated employment from Chevron Phillips Chemical on December 31, 2008, became employed by Americas Styrenics on January 1, 2009 ("AmSty Member") and you are rehired directly by Chevron Phillips Chemical, with no interruption in employment between Chevron Phillips Chemical and Americas Styrenics, you are eligible to earn Benefit Service under the Traditional Retirement Plan Formula.
- If you are a Pipe Hourly employee, hired before July 1, 2014, and are re-assigned as a Pipe Salaried or CPChem Hourly/Salaried employee with no interruption in employment, you are eligible to participate in the Traditional Retirement Plan Formula.

VESTING SERVICE

If you were vested before you left employment with Chevron Phillips Chemical, you will not have to vest again when you are re-employed — benefits accrued after your re-employment are immediately vested. If you left employment before you were vested and you return before a break in service occurs (for more information, see **Service Time** on page P-4), you will resume earning Vesting Service under the Retirement Plan where you left off. If you left employment with Chevron Phillips Chemical before you were vested and you return to employment after a break in service has occurred, you will need to complete three years of Vesting Service, starting from the date of your re-employment with Chevron Phillips Chemical, to be vested.

IF YOU REQUESTED PAYMENT OF YOUR BENEFIT WHEN YOU LEFT

If you are already receiving pension payments from the plan when you rejoin Chevron Phillips Chemical, your payments will continue during your re-employment. When you subsequently leave, you will be entitled to a second pension payment based on the benefit accrued during your second period of service.

IF YOU DID NOT REQUEST PAYMENT OF YOUR BENEFIT WHEN YOU LEFT

If you have not received any of the benefit payable from your earlier period of employment, your earlier accrued benefit will be added to the benefit you accrue after your re-employment. (This assumes that no break in service has occurred. If a break in service has occurred, you forfeited all benefit credits from your earlier employment, and any benefit payable to you will be based only on your service following your re-employment.)

If You Die Before Benefits Begin

If you die before your annuity starting date, the benefit payable will depend on whether you were eligible for early retirement at the time of your death. See the table on page P-14 for examples.

If You Die After Benefits Begin

If you die after your annuity starting date, payment of any further benefits will depend on what payment form you elected for your pension benefit:

- If you took a single life annuity or a lump-sum payment, or if you took a 5- or 10-year certain and life annuity and received all the guaranteed payments, no further benefits will be paid after your death.
- If you took a 50%, 75% or 100% joint and survivor annuity and your beneficiary is still living, your beneficiary will receive monthly benefits for his or her lifetime that are 50%, 75% or 100%, respectively, of the amount of the monthly payments you were receiving.
- If you took a 5- or 10-year certain and life annuity and had not received all the guaranteed payments at the time of your death, your designated beneficiary will receive the remaining guaranteed payments. If he or she is no longer living, the remaining guaranteed payments will be paid to your estate.



IF YOU WERE NOT ELIGIBLE FOR EARLY RETIREMENT

If you die while employed at Chevron Phillips Chemical after becoming vested (or after leaving Chevron Phillips Chemical with a vested benefit), your surviving spouse will receive a pension under the terms of a 50% joint and survivor annuity at the time you would have received the benefit.

The payments to your surviving spouse would be the same as those provided under the plan as if you had terminated employment on the date of your death, survived to age 65, retired with the 50% joint and survivor annuity, and died. (**Exception:** If you chose a 100% or 75% joint and survivor annuity in the 90 days before your annuity starting date, your surviving spouse's annuity will be based on that form of payment.) Your surviving spouse may choose instead to receive a reduced pension earlier.

If you are single at the time of your death, no one gets your benefit.

IF YOU WERE ELIGIBLE FOR EARLY RETIREMENT

If you were eligible for early retirement at the time of your death then your surviving spouse may choose either of the following:

- A lifetime annuity of equivalent actuarial value to the lifetime annuity that would have been payable to you at the time of your death, or
- A lump-sum payment equal to the lump sum that would have been payable to you if you had retired on the date of your death.

If you were not married at the time of your death, your beneficiary will receive the lump-sum payment just described; no annuity payment option will be available.

Sample Death Benefits for the Stable Value Benefit if Participant Dies Before Benefits Begin

To illustrate the effect of eligibility for early retirement, all sample benefits in this table are based on the assumption that the Stable Value Account payable to you as a lump sum when you reached age 65 would have been \$100,000.

Age at Death	Service at Death	Spouse's Age at Death	Eligible for Early Retirement	Participant's Stable Value Account Payable at Age 65 as a Lump Sum	Monthly Survivor Benefit Payable at Death to Surviving Spouse*	Lump Sum Amount Payable at Death to Surviving Spouse*
45	10	40	No	\$100,000	\$ 84.40	n/a
50	24	40	No	\$100,000	\$112.52	n/a
50	25	45	Yes	\$100,000	\$265.71	\$ 54,040
55	9	50	No	\$100,000	\$155.62	n/a
55	10	50	Yes	\$100,000	\$363.01	\$ 69,830
62	9	57	No	\$100,000	\$248.00	n/a
62	10	57	Yes	\$100,000	\$578.01	\$100,000

* Note these annuities were calculated at 5.00% interest using 417(e) mortality tables for 2014 commencement dates and are for illustration purposes only. The actual rate and amount of the annuity will be based on the interest rate and mortality table in effect for the month of benefit commencement.

Sample Death Benefits for the Career Average Pay and Variable Annuity Benefits if Participant Dies Before Benefits Begin

To illustrate the effect of eligibility for early retirement, all sample benefits in this table are based on the assumption that the monthly Career Average Pay Benefit payable to you when you reached age 65 would have been \$1,000 and that your Variable Annuity balance at the time of your death was \$1,500.

Age at Death	Service at Death	Spouse's Age at Death	Eligible for Early Retirement	Participant's Accrued Career Average Pay Benefit Payable Monthly at Age 65	Variable Annuity Balance at Death	Monthly Survivor Benefit Payable at Death to Surviving Spouse	Lump Sum Amount Payable at Death to Surviving Spouse*
45	10	40	No	\$1,000	\$1,500	\$110.89	\$23,180
50	24	40	No	\$1,000	\$1,500	\$149.70	\$31,293
50	25	45	Yes	\$1,000	\$1,500	\$439.27	\$87,789
55	9	50	No	\$1,000	\$1,500	\$210.95	\$39,771
55	10	50	Yes	\$1,000	\$1,500	\$612.63	\$115,502
62	9	57	No	\$1,000	\$1,500	\$352.62	\$59,513

* Note these lump sums were calculated at 5.00% interest and are for illustration purposes only. The actual rate and amount of the lump sum will be based on the interest rate in effect for the month of distribution.

APPLYING FOR DEATH BENEFITS

Your surviving spouse should call the Chevron Phillips Pension and Savings Service Center at 1-866-771-5225 to initiate processing of death benefits.

Your spouse will be asked to provide documentation — for example, birth certificates for both of you, proof of your death (such as a death certificate) and a marriage certificate.

DESIGNATING YOUR BENEFICIARY

You may designate your beneficiaries for the 401(k) Savings Plan and the Retirement Plan using Fidelity's Online Beneficiaries Service. Your beneficiaries are the person or people you want to receive your Retirement Plan benefit in the event of your death, in accordance with plan rules. To access Fidelity's Online Beneficiaries Service, simply log on to NetBenefits at www.netbenefits.com and click on "Beneficiaries" under the "Your Profile" tab. If you do not have access to the Internet or prefer to complete your beneficiary process by paper form, please contact Fidelity at 1-866-771-5225.

If you are married, your beneficiary is your surviving spouse unless you designate another beneficiary with Fidelity. A spousal consent form will be sent to you by Fidelity and must be signed by you and your spouse and either notarized or witnessed by a plan representative.

If you are divorced and had previously named your former spouse as your beneficiary, your designation will be considered void and any successor beneficiary designations will apply, unless a Qualified Domestic Relations Order requires that benefits be paid to your former spouse.

You may change your beneficiary at any time through Fidelity Online Beneficiaries Service, available through Fidelity NetBenefits. Simply log on to www.netbenefits.com and click "Beneficiaries" under the "Your Profile" tab.

Other Important Information

PLAN ADMINISTRATION

The Benefits Committee shall handle general administration of the Retirement Plan and be responsible for carrying out its provisions (except for the plan's investments). The Investment Committee shall handle general investment of the Retirement Plan's assets and be responsible for carrying out the Retirement Plan's investment provisions.

Subject to the limitations of the Retirement Plan, Chevron Phillips Chemical and the Benefits and Investment Committees (in accordance with their respective duties) shall establish rules for the administration of the Retirement Plan and the transaction of its business. The Benefits Committee shall have discretionary authority to construe and interpret the Retirement Plan (in accordance with its duties) and to make all necessary factual determinations (including, but not limited to, determination of eligibility to participate in the Retirement Plan and determination of benefit amounts payable under the Retirement Plan). The Investment Committee shall have discretionary authority to construe and interpret the Retirement Plan with respect to its investments. Any determination by a committee as to interpretation of the Retirement Plan or any disputed question shall be conclusive and final to the extent permitted by applicable law. Committee members may delegate some of their duties to other persons.

CLAIMS PROCEDURES

If you or your surviving spouse or other beneficiary wishes to apply for benefits under the Retirement Plan, you must complete and file the proper benefit application forms, which can be obtained by calling the Chevron Phillips Pension and Savings Service Center at 1-866-771-5225 and speaking to a service representative.

If your benefit claim is denied in full or in part, you will be notified in writing within 90 days after the claim is filed. This time limit may be extended for another 90 days in special cases. In such a case, you will be notified of the reasons for the delay and told when you can expect a decision.

The written denial notice will state the specific reasons for the denial, tell you the Retirement Plan provisions on which it is based, describe any additional information or material required by Chevron Phillips Chemical, explain your right to receive plan documents, explain the procedure you need to follow to have Chevron Phillips Chemical review the claim and your right to bring suit if the appeal is denied.

APPEALING A CLAIM DENIAL

You may appeal a denial by following the instructions in your denial notice, or the procedures set forth on page Q-12 under **Filing Claims Under the 401(k) and Retirement Plans**.

YOUR ERISA RIGHTS

As a participant in the Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). These include the right to receive certain plan information and to file suit if you feel your rights have been violated.

For a full statement of your rights, see **Your ERISA Rights** on page Q-14.

PLAN INSURANCE

Your pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If a plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guaranty generally covers: (1) normal and early retirement benefits, (2) disability benefits if you become disabled before a plan terminates, and (3) certain benefits for your survivors.



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

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

For more information about the PBGC and the benefits it guarantees, contact the plan administrator or the Customer Contact Center at PBGC, P.O. Box 151750, Alexandria, VA 22315-1750, call 1-800-400-7242 or 1-202-326-4000 (not a toll-free number), or e-mail mypension@pbgc.gov. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website at www.pbgc.gov.

IF PLAN ASSETS ARE NOT SUFFICIENT TO PROVIDE ALL PLAN BENEFITS

Once approval to terminate the plan has been received from the Pension Benefit Guaranty Corporation (PBGC), plan benefits will be paid in the order prescribed by law. If for any reason the funds are insufficient to pay full benefits to all participants, payment will be made in this order:

1. Benefits to retirees, the beneficiaries of retirees and beneficiaries of participants who die before retirement but with a surviving spouse payment option in effect. To qualify in this category, you must have been receiving, or have been eligible to receive, benefits for at least three years before plan termination.
2. Benefits to retirees and beneficiaries who began receiving benefits within three years of plan termination and active employees who could have retired and begun receiving payments within that time.
3. All other benefits guaranteed by the PBGC.
4. All other vested benefits, other than those that are vested only because the plan is ending.
5. All other accrued benefits of the plan.

If full benefits can't be paid under any of the categories shown above, payments will be made on a pro rata basis as provided by law.

In any case, benefits for certain highly paid employees are limited when the plan terminates. You will be given the details if you are affected.

FUNDING AGENT

All funds of the Retirement Plan are held by a funding agent under a trust instrument. Plan funds may be used only for the exclusive benefit of plan participants and their beneficiaries or to pay plan expenses not otherwise paid by Chevron Phillips Chemical. The name and address of the funding agent can be found in the **Plan Information** section beginning on page Q-23.

ASSIGNMENT OF BENEFITS

Your benefit may not be assigned or alienated. However, the Retirement Plan is required to comply with orders under state law that are qualified domestic relations orders.

QUALIFIED DOMESTIC RELATIONS ORDERS

A Qualified Domestic Relations Order (QDRO) is a special order issued by the court in a divorce, child support or similar proceeding.

A QDRO can require the Retirement Plan to pay part or all of your benefit to your spouse, former spouse or dependent for reasons such as satisfaction of marital property rights, alimony or child support. A QDRO can require the Retirement Plan to pay the spouse's or dependent's share of the benefit at any time.

For descriptions of the Retirement Plan's procedures governing QDROs, please refer to **Qualified Domestic Relations Order (QDRO)** on page Q-22.

LOSS OR ADJUSTMENT OF BENEFITS

Because the Retirement Plan is a qualified plan under federal law, your vested rights to your benefits are protected in a number of ways. However, there are some circumstances under which your benefits may be forfeited, delayed or decreased, as follows:

- If you terminate employment before you are vested, your benefit will be forfeited, unless you are subsequently re-employed and become vested.
- If you do not have a spouse and you die before benefit payments commence, no benefits will be payable on your behalf, unless you were eligible for early retirement at the date of your death.
- If you terminate employment and the plan administrator is unable to locate you, your surviving spouse or your other joint annuitant or beneficiary when it comes time to make payments, benefit payments may be delayed or forfeited. It is very important that the plan administrator be notified of any address changes. The address and telephone number of the plan administrator are shown in the **Plan Information** section beginning on page Q-23.

- In general, your benefits cannot be paid to your creditors or assigned by you as collateral. However, if Fidelity, the QDRO administrator for the Retirement Plan, receives a court order that constitutes a Qualified Domestic Relations Order, some or all of your vested benefits may be paid to your spouse, former spouse or other dependents. For more information, please refer to page Q-22 of the **General Information** chapter or the Fidelity QDRO Center website.
- Under federal law, the maximum pension you can receive is limited. You will be advised if you are ever affected by this law.
- If you or a beneficiary elects to receive benefits before your Normal Retirement Age, benefits may be reduced for early payment.

TOP-HEAVY PROVISIONS

Federal law limits the percentage of plan benefits that can be earned by certain highly paid employees. A plan that exceeds the limit is considered top-heavy, and the administrator of such a plan has to take action to bring the plan into compliance. (For example, the administrator might set minimum benefit levels for some employees or shorten their vesting period.) If the plan becomes top-heavy, you will receive information on the action being taken.



Appendix I

Supplemental Information for Employees Who Transferred to Chevron Phillips Chemical From Chevron or ConocoPhillips

The Retirement Plan is separate from the Chevron Corporation Retirement Plan and the Retirement Income Plan of ConocoPhillips. If you are eligible, you will receive retirement income from both your Chevron or ConocoPhillips plan and the Retirement Plan.

In addition, the Retirement Plan includes adjustments, or uplifts, intended to offset the effect of your changing to a new retirement plan and ceasing to accumulate service credit under your Chevron or ConocoPhillips plan and to reflect your actual pay at retirement. The uplifts are paid by the Retirement Plan as part of its benefit.

You can call 1-888-TALK-2-HR (1-888-825-5247) for more information about the Chevron Corporation Retirement Plan, or 1-800-622-5501 for information about the Retirement Income Plan of ConocoPhillips.

EMPLOYEES ELIGIBLE FOR UPLIFTS

The uplift benefits applicable to you will depend on whether you are a former Chevron employee, a former Chevron employee who came from the Gulf Oil pension program, or a former ConocoPhillips employee. The eligibility criteria are as follows:

- **Chevron Member** — You must have been a participant in the Chevron Corporation Retirement Plan on December 31, 2000, and become an eligible employee under the Retirement Plan on January 1, 2001.
- **Gulf Member** — You must have been a Former Gulf Employee, as defined in section 22.25 of the Chevron Corporation Retirement Plan on December 31, 2000, and become an eligible employee under the Retirement Plan on January 1, 2001.
- **ConocoPhillips Member** — You must have been a participant in either the Retirement Income Plan of ConocoPhillips or the I.E.L. Pension Plan on December 31, 2000, and become an eligible employee under the Retirement Plan on January 1, 2001.

Note: The rules for calculation of supplemental benefits are complex, especially for situations involving layoff, termination of employment and/or rehire. For more information, consult the Appendix to the formal plan document for the Chevron Phillips Chemical Retirement Plan.

UPLIFT BENEFITS

Two types of uplifts are possible:

- **A Salary Uplift** — This uplift is intended to make up for pay increases that would have been added to your retirement benefit if you had stayed at Chevron or ConocoPhillips. It approximates the difference between the benefit Chevron or ConocoPhillips will pay at your Normal Retirement Date for your service through December 31, 2000, and what that benefit would be if it were based on your final average earnings, considering both your Chevron Phillips Chemical and predecessor earnings. (As with other benefits paid from the Retirement Plan, salary uplift benefits may be reduced for early payment.)
- **An Early Retirement Uplift** — If you retire early, this uplift approximates the extent to which your continued employment at Chevron or ConocoPhillips would have resulted in a more favorable early retirement factor.

See the tables at the end of **Appendix I** for examples of both types of uplifts.



Supplemental Social Security and Special Surviving Spouse Benefit for Gulf Members

Gulf members may also receive a benefit payable from retirement until age 62, when Social Security benefits become available. Your eligibility for this benefit will depend on whether adding your Chevron Phillips Chemical service to your Chevron service would have qualified you for the Supplemental Social Security Benefit under the Retirement Plan. **Note:** If you were already eligible to begin receiving the Supplemental Social Security Benefit when you left Chevron, you will not receive it from Chevron Phillips Chemical.

For examples of Supplemental Social Security Benefits, see the table on page P-39.

In addition, if your age plus years of service reach a total of 75 while you are employed by Chevron Phillips Chemical and you choose a payment form other than a lump-sum payment when you retire, your spouse will be eligible for a special surviving spouse benefit in addition to whatever other benefit is payable to him or her, given the payment form you select. The amount of the special surviving spouse benefit is specified in an Appendix to the formal Retirement Plan document.

MORE DETAILED INFORMATION

Because of the many factors involved, calculation of uplifts and, for Gulf members, any applicable Supplemental Social Security Benefit, is complex. If you wish to review the formulas and factors used in calculating these benefits, they can be found in Appendix A to the plan document for the Retirement Plan.

SALARY UPLIFT EXAMPLES

Example of Salary Uplift Benefit Calculation for Gulf Members

Assumptions: Age at 12/31/2000	45
Vesting Service at 12/31/2000	20
Final Average Pay at 12/31/2000	\$50,000
Age at Chevron Phillips Chemical Retirement	55
Vesting Service at Chevron Phillips Chemical Retirement	30
Final Average Pay at Retirement	\$75,000

Chevron Phillips Chemical Estimated Benefit From Chevron	Age 65 Benefit Based on Final Average Pay at 12/31/2000	Age 65 Benefit Based on Final Average Pay at Chevron Phillips Chemical Retirement	Salary Uplift Benefit	Age at Retirement	Vesting Service at Retirement	Early Retirement Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Gulf Base Benefit	\$ 4,400	\$ 6,600	\$2,200					
(b) Gulf Offset Benefit	\$ 803	\$ 1,258	\$ 455					
(c) Chevron Base Benefit	\$11,600	\$17,400	\$5,800					
(d) Chevron Offset Benefit	\$ 2,508	\$ 3,935	\$1,427					
Benefit: (a) - (b) + (c) - (d)	\$12,689	\$18,807	\$6,118	55	30	Age 55 & 10	65%	\$3,977



Example of Salary Uplift Benefit Calculation for Chevron Members

Assumptions: Age at 12/31/2000 45
 Vesting Service at 12/31/2000 10
 Final Average Pay at 12/31/2000 \$50,000
 Age at Chevron Phillips Chemical Retirement 55
 Vesting Service at Chevron Phillips Chemical Retirement 20
 Final Average Pay at Retirement \$75,000

Chevron Phillips Chemical Estimated Benefit From Chevron	Age 65 Benefit Based on Final Average Pay at 12/31/2000	Age 65 Benefit Based on Final Average Pay at Chevron Phillips Chemical Retirement	Salary Uplift Benefit	Age at Retirement	Vesting Service at Retirement	Early Retirement Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Chevron Base Benefit	\$8,000	\$12,000	\$4,000					
(b) Chevron Offset Benefit	\$1,812	\$ 2,844	\$1,032					
Benefit: (a) – (b)	\$6,188	\$ 9,156	\$2,968	55	20	Age 55 & 10	65%	\$1,929

Example of Salary Uplift Benefit Calculation for ConocoPhillips Members

Assumptions: Age at 12/31/2000 45
 Vesting Service at 12/31/2000 10
 Final Average Pay at 12/31/2000 \$50,000
 Age at Chevron Phillips Chemical Retirement 55
 Vesting Service at Chevron Phillips Chemical Retirement 20
 Final Average Pay at Retirement \$75,000

Chevron Phillips Chemical Estimated Benefit From Conoco Phillips	Age 65 Benefit Based on Final Average Pay at 12/31/2000	Age 65 Benefit Based on Final Average Pay at Chevron Phillips Chemical Retirement	Salary Uplift Benefit	Age at Retirement	Vesting Service at Retirement	Early Retirement Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Conoco Phillips Base Benefit	\$8,000	\$12,000	\$4,000					
(b) Conoco Phillips Offset Benefit	\$2,340	\$ 3,150	\$ 810					
Benefit: (a) – (b)	\$5,660	\$ 8,850	\$3,190	55	20	Age 55 & 10	65%	\$2,074

EARLY RETIREMENT UPLIFT EXAMPLES

Example 1 of Early Retirement Uplift Benefit Calculation for Chevron Members

Assumptions: Age at 12/31/2000	45
Vesting Service at 12/31/2000	10
Final Average Pay at 12/31/2000	\$50,000
Age at Chevron Phillips Chemical Retirement	55
Vesting Service at Chevron Phillips Chemical Retirement	20

Chevron Phillips Chemical Estimated Benefit From Chevron	Age 65 Benefit	Age at Retirement	Age at 12/31/2000	Vesting Service at 12/31/2000	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Chevron Base Benefit	\$8,000	55	45	10	Age 55 & 10	50.00%	\$4,000.00
(b) Chevron Offset Benefit	\$1,812	55	45	10	Age 55 & 10	43.06%	\$ 780.25
Benefit: (a) – (b)	\$6,188						\$3,219.75
Estimated Benefit for Offset Calculation	Age 65 Benefit	Age at Retirement	Age at Termination	Vesting Service at Termination	Eligibility	Early Retirement Factor	Early Retirement Benefit
(c) Chevron Base Benefit	\$8,000	55	55	20	Rule of 75	65.00%	\$5,200.00
(d) Chevron Offset Benefit	\$1,812	55	55	20	Rule of 75	43.06%	\$ 780.25
Benefit: (c) – (d)	\$6,188						\$4,419.75
Minus Chevron Benefit (\$3,219.75)							\$1,200.00

Example 2 of Early Retirement Uplift Benefit Calculation for Chevron Members

Assumptions: Age at 12/31/2000 55
 Vesting Service at 12/31/2000 20
 Final Average Pay at 12/31/2000 \$50,000
 Age at Chevron Phillips Chemical Retirement 60
 Vesting Service at Chevron Phillips Chemical Retirement 25

Chevron Phillips Chemical Estimated Benefit From Chevron	Age 65 Benefit	Age at Retirement	Age at 12/31/2000	Vesting Service at 12/31/2000	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Chevron Base Benefit	\$15,312.50	60	55	20	Rule of 75	90.00%	\$13,781.25
(b) Chevron Offset Benefit	\$ 4,407.87	60	55	20	Rule of 75	63.33%	\$ 2,791.50
Benefit: (a) - (b)	\$10,904.63						\$10,989.75
Estimated Benefit for Offset Calculation	Age 65 Benefit	Age at Retirement	Age at Termination	Vesting Service at Termination	Eligibility	Early Retirement Factor	Early Retirement Benefit
(c) Chevron Base Benefit	\$15,312.50	60	60	25	Rule of 75	90.00%	\$13,781.25
(d) Chevron Offset Benefit	\$ 4,407.87	60	60	25	Rule of 75	63.33%	\$ 2,791.50
Benefit: (c) - (d)	\$10,904.63						\$10,989.75
Minus Chevron Benefit (\$10,989.75)							\$ 0.00

Example 1 of Early Retirement Uplift Benefit Calculation for Gulf Members

Assumptions: Age at 12/31/2000 52
 Vesting Service at 12/31/2000 20
 Final Average Pay at 12/31/2000 \$50,000
 Age at Chevron Phillips Chemical Retirement 55
 Vesting Service at Chevron Phillips Chemical Retirement 23

Chevron Phillips Chemical Estimated Benefit From Chevron	Age 65 Benefit	Age at Retirement	Age at 12/31/2000	Vesting Service at 12/31/2000	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Gulf Base Benefit	\$ 4,400.00	55	52	20	Age 55 & 10	50.00%	\$2,200.00
(b) Gulf Offset Benefit	\$ 990.00	55	52	20	Age 55 & 10	50.00%	\$ 495.00
(c) Chevron Base Benefit	\$11,600.00	55	52	20	Age 55 & 10	50.00%	\$5,800.00
(d) Chevron Offset Benefit	\$ 3,101.06	55	52	20	Age 55 & 10	46.43%	\$1,439.82
Benefit: (a) - (b) + (c) - (d)	\$11,908.94						\$6,065.18
Estimated Benefit for Offset Calculation	Age 65 Benefit	Age at Retirement	Age at Termination	Vesting Service at Termination	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Gulf Base Benefit	\$ 4,400.00	55	55	23	Rule of 75	75.00%	\$3,300.00
(b) Gulf Offset Benefit	\$ 990.00	55	55	23	Rule of 75	75.00%	\$ 742.50
(c) Chevron Base Benefit	\$11,600.00	55	55	23	Rule of 75	65.00%	\$7,540.00
(d) Chevron Offset Benefit	\$ 3,101.06	55	55	23	Rule of 75	46.43%	\$1,439.82
Benefit: (a) - (b) + (c) - (d)	\$11,908.94						\$8,657.68
Minus Chevron Benefit (\$6,065.18)							\$2,592.50

Example 2 of Early Retirement Uplift Benefit Calculation for Gulf Members

Assumptions: Age at 12/31/2000 50
 Vesting Service at 12/31/2000 25
 Final Average Pay at 12/31/2000 \$50,000
 Age at Chevron Phillips Chemical Retirement 55
 Vesting Service at Chevron Phillips Chemical Retirement 30

Chevron Phillips Chemical Estimated Benefit From Chevron	Age 65 Benefit	Age at Retirement	Age at 12/31/2000	Vesting Service at 12/31/2000	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Gulf Base Benefit	\$ 8,400.00	55	50	25	Rule of 75	75.00%	\$ 6,300.00
(b) Gulf Offset Benefit	\$ 1,816.29	55	50	25	Rule of 75	75.00%	\$ 1,362.22
(c) Chevron Base Benefit	\$11,600.00	55	50	25	Rule of 75	65.00%	\$ 7,540.00
(d) Chevron Offset Benefit	\$ 2,903.47	55	50	25	Rule of 75	46.43%	\$ 1,348.08
Benefit: (a) - (b) + (c) - (d)	\$15,280.24						\$11,129.70
Estimated Benefit for Offset Calculation	Age 65 Benefit	Age at Retirement	Age at Termination	Vesting Service at Termination	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Gulf Base Benefit	\$ 8,400.00	55	55	30	Rule of 75	75.00%	\$ 6,300.00
(b) Gulf Offset Benefit	\$ 1,816.29	55	55	30	Rule of 75	75.00%	\$ 1,362.22
(c) Chevron Base Benefit	\$11,600.00	55	55	30	Rule of 75	65.00%	\$ 7,540.00
(d) Chevron Offset Benefit	\$ 2,903.47	55	55	30	Rule of 75	46.43%	\$ 1,348.08
Benefit: (a) - (b) + (c) - (d)	\$15,280.24						\$11,129.70
Minus Chevron Benefit (\$11,129.70)							\$ 0.00

Example 1 of Early Retirement Uplift Benefit Calculation for ConocoPhillips Members

Assumptions: Age at 12/31/2000 45
 Vesting Service at 12/31/2000 10
 Final Average Pay at 12/31/2000 \$50,000
 Age at Chevron Phillips Chemical Retirement 55
 Vesting Service at Chevron Phillips Chemical Retirement 20

Chevron Phillips Chemical Estimated Benefit From Conoco Phillips	Age 65 Benefit	Age at Retirement	Age at 12/31/2000	Vesting Service at 12/31/2000	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Conoco Phillips Base Benefit	\$8,000	55	45	10	<50 at 12/31/2000	40%	\$3,200.00
(b) Conoco Phillips Offset Benefit	\$2,340	55	45	10	<50 at 12/31/2000	40%	\$ 936.00
Benefit: (a) – (b)	\$5,660						\$2,264.00
Estimated Benefit for Offset Calculation	Age 65 Benefit	Age at Retirement	Age at Termination	Vesting Service at Termination	Eligibility	Early Retirement Factor	Early Retirement Benefit
(c) Conoco Phillips Base Benefit	\$8,000	55	55	20	50+ at 12/31/2000	75%	\$6,000.00
(d) Conoco Phillips Offset Benefit	\$2,340	55	55	20	50+ at 12/31/2000	75%	\$1,755.00
Benefit: (c) – (d)	\$5,660						\$4,245.00
Minus Conoco Phillips Benefit (\$2,264.00)							\$1,981.00

Example 2 of Early Retirement Uplift Benefit Calculation for ConocoPhillips Members

Assumptions: Age at 12/31/2000 55
 Vesting Service at 12/31/2000 10
 Final Average Pay at 12/31/2000 \$50,000
 Age at Chevron Phillips Chemical Retirement 60
 Vesting Service at Chevron Phillips Chemical Retirement 15

Chevron Phillips Chemical Estimated Benefit From Conoco Phillips	Age 65 Benefit	Age at Retirement	Age at 12/31/2000	Vesting Service at 12/31/2000	Eligibility	Early Retirement Factor	Early Retirement Benefit
(a) Conoco Phillips Base Benefit	\$8,000.00	60	55	10	50+ at 12/31/2000	100%	\$8,000.00
(b) Conoco Phillips Offset Benefit	\$2,327.40	60	55	10	50+ at 12/31/2000	100%	\$2,327.40
Benefit: (a) – (b)	\$5,672.60						\$5,672.60
Estimated Benefit for Offset Calculation	Age 65 Benefit	Age at Retirement	Age at Termination	Vesting Service at Termination	Eligibility	Early Retirement Factor	Early Retirement Benefit
(c) Conoco Phillips Base Benefit	\$8,000.00	60	60	15	50+ at 12/31/2000	100%	\$8,000.00
(d) Conoco Phillips Offset Benefit	\$2,327.40	60	60	15	50+ at 12/31/2000	100%	\$2,327.40
Benefit: (c) – (d)	\$5,672.60						\$5,672.60
Minus Conoco Phillips Benefit (\$5,672.60)							\$ 0.00

SUPPLEMENTAL SOCIAL SECURITY BENEFIT EXAMPLES

Examples of Supplemental Social Security Benefits for Gulf Members

Age at 12/31/2000	Vesting Service at 12/31/2000	Points* at 12/31/2000	Age at Chevron Phillips Chemical Retirement	Vesting Service at Chevron Phillips Chemical Retirement	Points* at Chevron Phillips Chemical Retirement	Eligible	Estimated Annual Social Security Benefit at Age 62	Service at 6/30/1986	1.5% Times Service at 6/30/1986	Annual Supplemental Social Security Benefit Payable Until Age 62
52	22	74	54	24	78	Yes	\$13,224	7.5	11.25%	\$1,488
53	22	75	55	24	79	No, over 75 points at 12/31/2000	n/a	n/a	n/a	n/a
52	22	74	63	33	96	No, over 62 at retirement	n/a	n/a	n/a	n/a

* Points = Age + Vesting Service.



Appendix II

Supplemental Information for Employees Who Transferred to Americas Styrenics From Chevron Phillips Chemical

The Retirement Plan includes certain adjustments and uplifts for employees who terminated their employment with Chevron Phillips Chemical on December 31, 2008 and transferred to Americas Styrenics LLC on January 1, 2009 ("AmSty Members"). The uplifts/adjustments are paid by the Retirement Plan as part of its benefit.

BENEFIT SERVICE UPON REHIRE WITH CHEVRON PHILLIPS CHEMICAL

- If you are an AmSty Member and you are rehired by Chevron Phillips Chemical with no interruption in employment between Chevron Phillips Chemical and Americas Styrenics, you are eligible to resume Benefit Service under the Traditional Retirement Plan Formula.
- If you are an Americas Styrenics employee who is not an AmSty Member, or you are an AmSty Member who has an interruption in employment between Americas Styrenics and Chevron Phillips Chemical on or after January 1, 2009, and you are rehired by Chevron Phillips Chemical, your new Benefit Service accruals will be under the Stable Value Formula.

VESTING SERVICE

If you terminated employment with Chevron Phillips Chemical on December 31, 2008 and became an employee of Americas Styrenics on January 1, 2009, you are 100% vested in, and have a nonforfeitable right to, your Retirement Plan benefits. For purposes of determining your Vesting Service (but not Benefit Service) under the Retirement Plan, your years of recognized credited service under the AmSty Retiree Reimbursement Account Plan ("AmSty RRA") shall apply.

CAREER AVERAGE PAY BENEFIT ADJUSTMENT

- If you are an AmSty Member, your Career Average Pay Benefit was frozen as of December 31, 2008; provided, however, that if you receive any subsequent increase(s) in pay at Americas Styrenics, this benefit will be increased by the percentage of your pay increase(s). By way of example, assume the following:

Your Career Average Pay Benefit at December 31, 2008 = \$10,000.

On June 1, 2009, you receive a 5% pay increase at Americas Styrenics due to a promotion. As soon as administratively practicable, your Career Average Pay Benefit will be increased to \$10,500 ($\$10,000 \times 1.05$).

On September 1, 2009, you receive a 3% merit increase at Americas Styrenics. As soon as administratively practicable, your Career Average Pay Benefit will be increased to \$10,815 ($\$10,500 \times 1.03$).

Adjustment to your Career Average Pay Benefit as described above will terminate upon your termination of employment with Americas Styrenics or your election to commence benefits under the Retirement Plan, whichever occurs first.

VARIABLE ANNUITY BENEFIT ADJUSTMENT

- If you are an AmSty Member, your Variable Annuity Benefit account will be frozen as of December 31, 2008, except for a one time additional lump-sum contribution equivalent to \$100 times your completed months of Vesting Service (see **Vesting Service** on page P-4) as of December 31, 2008. In addition, your Variable Annuity Benefit account will continue to be credited with Interest Credits until such time as your benefits commence under the Retirement Plan.

UPLIFTS

- **Salary Uplift** — If you are an AmSty Member who is also classified as a Chevron Member, Gulf Member or ConocoPhillips Member, you will continue to be eligible for your accrued Salary Uplift benefit applicable to such predecessor members as described in **Appendix I** beginning on page P-29. Your accrued Salary Uplift benefit shall be adjusted taking into account your Americas Styrenics, Chevron Phillips Chemical and predecessor earnings. However, such adjustments to your accrued Salary Uplift benefit will cease upon your termination of employment with Americas Styrenics or your election to commence benefits under the Retirement Plan, whichever occurs first.
- **Early Retirement Uplift** — If you are an AmSty Member who is also classified as a Chevron Member, Gulf Member or ConocoPhillips Member, you will continue to be eligible for your accrued Early Retirement Uplift benefit applicable to such predecessor members as described in **Appendix I** beginning on page P-29. Your years of credited service with Americas Styrenics as recognized under the AmSty RRA Plan will be counted as Vesting Service for purposes of adjusting this benefit. However, such adjustments to your accrued Early Retirement Uplift benefit will cease upon your termination of employment with Americas Styrenics or your election to commence benefits under the Retirement Plan, whichever occurs first.

If you transfer employment from Americas Styrenics directly to Chevron Phillips Chemical Company, you will resume accruing benefits pursuant to **Appendix I** beginning on page P-29, taking into account your Americas Styrenics credited service and compensation as described above.



Appendix III

Supplemental Information for Ryton Members

The Retirement Plan includes certain benefit plan amendments in relation to Ryton Members, as defined on page A-2 of the **How to Participate** chapter.

EARLY RETIREMENT ELIGIBILITY

Following the closing of the Ryton business sale transaction, Ryton Members were granted the benefits related to early retirement eligibility for purposes of the Retirement Plan, regardless of age and Vesting Service as of that date. These early retirement eligibility benefits applied only to your Retirement Plan benefits accrued through the closing date of the transaction.

EARLY RETIREMENT UPLIFT

If you are a Ryton Member who is also a ConocoPhillips Member, Chevron Member, Gulf Member or Special Member, you will also be entitled to any Early Retirement Uplift benefit as described in **Appendix I** beginning on page P-29, provided you defer commencement of your benefits under the Retirement Plan until age 55 or later. If you are a Ryton Member who is eligible for the Early Retirement Uplift, but you commence your benefits under the Retirement Plan prior to age 55, you shall not be eligible for the Early Retirement Uplift.

