

**J.M. Huber Corporation  
Basic Business Travel Accident and  
Supplemental Business Travel Accident  
Insurance Plan  
And  
Summary Plan Description**

**J.M. HUBER CORPORATION  
BASIC BUSINESS TRAVEL ACCIDENT AND  
SUPPLEMENTAL BUSINESS TRAVEL ACCIDENT INSURANCE PLAN  
AND  
SUMMARY PLAN DESCRIPTION**

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**I PURPOSE**

The J.M. Huber Corporation Basic Business Travel Accident and Supplemental Business Travel Accident Insurance Plan (the "Plan") provides benefits to eligible employees of J.M. Huber Corporation and participating affiliates (collectively, the "Company") who suffer injuries and covered losses while traveling on Company business anywhere in the world. Generally, the Plan pays benefits to employees for the loss of sight, limb, speech, hearing or paralysis or to an employee's beneficiary in the event of the employee's death as the result of a covered accident. The Company pays for basic coverage under the Plan, while an employee may choose to purchase additional coverage under the Plan.

All accident policies and other insurance documents ("Insurance Documents") are incorporated by reference herein to constitute the Plan document. In the event the Insurance Documents are inconsistent with the provisions and terms of this document, the provisions of the Insurance Documents shall govern.

**II ELIGIBILITY**

2.1 Eligible Employees. All employees of the Company are eligible to participate in this Plan, provided they are on the Company's U.S. or Canadian payroll, including part-time and temporary employees.

2.2 Dependents. An employee's spouse or dependent child may qualify for benefits under this Plan if they suffer a covered injury while traveling with the employee on a Company authorized business trip paid for by the Company

**III PARTICIPATION**

3.1 Commencement of Participation. An eligible employee commences participation in this Plan as of that employee's date of employment. A participant who elects to purchase additional coverage under the Plan must complete the required enrollment forms provided by the Company. Additional coverage is effective on the first day of the month following receipt of the completed enrollment forms by the Company's Risk Management Department.

3.2 Termination of Participation. Participation in the Plan terminates on the earlier of (a) the date the participant terminates employment with the Company, or (b) the date the Plan is terminated.

3.3 Conversion of Coverage. There is no conversion privilege under this Plan.

## IV BENEFITS

4.1 Covered Losses and Accidents. The Plan covers a participant's death, dismemberment, loss of sight, speech, hearing or paralysis resulting from any accident while that participant is traveling on a Company authorized business or relocation trip. A Company authorized business or relocation trip begins at the actual start of the business or relocation trip, the moment the participant leaves his home or workplace (or prior home or workplace, in the case of relocation travel) whichever occurs last. The business trip ends the moment such participant returns to his workplace or his home case of whichever occurs first.

### 4.2 Benefit Amounts.

(a) **Maximum Benefit.** Maximum basic coverage under this Plan is \$100,000. Additional coverage can be purchased in multiples of \$50,000, but subject to a minimum of \$50,000 and a maximum of \$400,000.

(b) **Full Benefit.** The full benefit amount will be paid if a participant becomes totally paralyzed, loses sight in both eyes, or a limb as the result of a covered accident. The full benefit amount will be paid to a participant's beneficiary or beneficiaries upon the death of such participant.

(c) **Partial Benefit.** Partial amounts may be payable for certain other losses as described in the schedule below:

| <b>Type of Loss</b>   | <b>Percentage of Benefit Payable</b> |
|---|--------------------------------------|
| Loss of Life  | 100%                                 |
| Loss of both hands, feet or eyes  | 100%                                 |
| Loss of one hand and one foot   | 100%                                 |
| Loss of one hand or foot and sight in one eye                                 | 100%                                 |
| Permanent loss of speech and hearing  | 100%                                 |
| Loss of an arm or a leg   | 100%                                 |
| Total paralysis (quadriplegia)  | 100%                                 |
| Loss of one hand, foot, or eye  | 50%                                  |
| Permanent loss of speech, hearing, or sight in one eye                        | 50%                                  |
| Total paralysis of both lower limbs (paraplegia)                              | 50%                                  |
| Total paralysis of upper and lower limbs on one side of the body (Hemiplegia) | 50%                                  |
| Loss of thumb and index finger from same hand                                 | 25%                                  |

For the purpose of this Plan, "loss of hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of an eye" means total, irrevocable loss of sight in eye. "Loss of a thumb and index finger" means complete severance through or above the joints closest to the wrist. "Loss of speech" means complete inability to communicate audibly in any degree. "Loss of hearing" means irrevocable loss of hearing which cannot be corrected by any hearing

aid or device. "Paralysis" means, loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible.

(d) **Dependent Coverage.** A spouse who suffers a covered loss while traveling with a participant on a Company authorized business or relocation trip paid for by the Company will be eligible for a benefit equal to \$50,000. For purposes of this section, "spouse" means the lawful spouse of the participant. A dependent child who suffers a covered loss while traveling with a participant on a Company authorized business or relocation trip paid for by the Company will be eligible for a benefit equal to \$10,000. A "dependent child" means the participant's unmarried child who:

- (1) has his or her principal residence with the participant;
- (2) chiefly relies on the participant for support and maintenance;
- (3) is within the following age groups:
  - (i) under 19 years of age;
  - (ii) 19, but less than 25 years of age and enrolled in a school as a full time student; or
  - (iii) 19 or more years of age, and primarily supported by the participant and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted.

(e) **Participants over the age of 70.** A Participant that is age 70 or older may receive a partial benefit under the Plan in accordance with the following schedule:

| <b>Age at Date of Loss</b> | <b>Percentage of Benefit Payable</b> |
|----------------------------|--------------------------------------|
| 70-74                      | 65%                                  |
| 75-79                      | 45%                                  |
| 80-84                      | 30%                                  |
| 85 and over                | 15%                                  |

(f) **Aggregate Limit for Basic Business Travel Accident benefits.** If multiple participants and dependents are involved in the same aircraft accident, the maximum amount that the Life Insurance Company of North America (CIGNA) will pay under this Plan is \$3,000,000. Each participant's benefit will be reduced proportionately so that the total payment does not exceed \$3,000,000.

(g) **Aggregate limit for Supplemental Business Travel Accident benefits.** If multiple participants are involved in the same aircraft accident, the maximum amount that the Life Insurance Company of North America (CIGNA) will pay under this Plan is \$3,000,000. Each participant's benefit will be reduced proportionately so that the total payment does not exceed \$3,000,000.

(h) **Seat belt use benefit.** A participant will be entitled to a death benefit of a minimum of \$1,000 up to a maximum of 10% of the participant's Basic Business Travel Accident benefit not to exceed \$10,000 if the following conditions are satisfied: (i) the

participant suffers a loss of life as a result of a covered accident which occurs while the participant is driving or riding in a validly registered four wheel private passenger car, including the participant's own car, station wagon, jeep, pick up truck and van-type car, (ii) such car is equipped with seat belts which were in actual use and properly fastened at the time of the accident, and (iii) the position of the seat belt is certified in the official report of the accident or by the investigating officer. A copy of the police report must be submitted with any such claim. In the case of a dependent child, seat belt means a child restraint device approved by the National Highway Traffic Safety Administration which is secure and being used as recommended by its manufacturer for children of like age weight at the time of the accident.

4.3 Manner of Payment. Plan benefits are automatically paid in a lump sum. Instead of a lump sum, the participant or beneficiary may choose installment payments from one of the settlement options being offered under the Plan at that time. Benefits paid under this Plan are in addition to any other benefits that may be payable under other plans offered by the Company.

4.4 Exclusions. No benefit will be paid under this Plan if a covered loss is caused by or a result of:

- (i) Suicide, an attempted suicide, or a intentionally self-inflicted injuries.
- (ii) War or any act of war in the United States, insured's country of permanent residence, Afghanistan, Algeria, Chechnia, Iran, Iraq, Israel, Libya, North Korea, Pakistan, Somalia, Tajikistan, Turkmenistan, Uzbekistan, Yemen and any other country designated by the Life Insurance Company of North America (LICNA).
- (iii) Injuries while serving in the armed forces of any country.
- (iv) Taking part in a felony.
- (v) Travel or flight in any spacecraft.
- (vi) Bacterial infections that was not caused by an accidental cut, wound or food poisoning.
- (vii) Sickness, disease or bodily infirmity.
- (viii) Flying in any aircraft that does not have a valid certificate of airworthiness.
- (ix) Flying in an aircraft flown by a pilot that does not have a valid license.
- (x) Flying in any aircraft being used for (1) cropdusting, spraying, seeding, firefighting, sky writing, sky diving or hang gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance testing, stunt or acrobatic flying; or (2) any operation which requires a special permit or waiver from the FAA.
- (xi) Flying in any aircraft owned or leased by J.M. Huber Corporation.
- (xii) Piloting or acting as a member of a crew in any aircraft.

The exclusion set forth in item 4.4(xi) above only applies to Supplemental Business Travel Accident benefits under this Plan. In addition, accidents incurred while commuting between a participant's home and place of work or on a personal deviation shall not be covered under this Plan. For the purposes of this Plan a "personal deviation" means an activity that is not

related to that participant's business, and not incidental to a Company authorized business or relocation trip.

#### 4.5 Beneficiary Designations.

(a) The beneficiary or beneficiaries designated under the J.M. Huber Corporation Group Life Insurance Plan (Plan No. 504) shall be the beneficiary or beneficiaries under this Plan.

(b) If the Participant fails to designate a beneficiary or beneficiaries under the J.M. Huber Corporation Group Life Insurance Plan, (or if the designated beneficiary dies before the participant and the participant fails to designate another beneficiary), Plan benefits will be paid to the first of the following living relatives: the participant's spouse; the participant's child or children in equal shares; the participant's parents in equal shares; the participant's siblings in equal shares; or if there are none of the above, to the executors or administrators of the participant's estate.

(c) In the event that a dependent of the participant suffers a covered loss pursuant to Section 4.2(d), all benefits shall be paid to the participant.

## **V CONTRIBUTION SOURCES**

The Company pays the full cost of basic coverage under the Plan. Participants may purchase additional supplemental coverage with after-tax dollars through the J.M. Huber Corporation Flexible Benefits Plan.

## **VI AMENDMENT AND TERMINATION**

The Company reserves the right to amend the Plan, in whole or in part, at any time and for any reason, by written instrument executed by the Company. While it is the Company's intention and expectation that the Plan will be continued indefinitely, the Company shall have no obligation whatsoever to maintain the Plan for any given length of time and may discontinue or terminate the Plan at any time without liability, subject to applicable law.

## **VII ADMINISTRATION**

The Plan shall be administered by the Company. The Company shall have the full, complete and exclusive discretionary authority to interpret the provisions of the Plan, to decide all issues concerning benefits and rights of participants and beneficiaries of the Plan, and otherwise to control and manage all aspects of the operation and administration of the Plan. The Company shall be the "administrator" of the Plan as that term is defined in Section 3(16)(A) of ERISA, and shall be the "named fiduciary" within the meaning of Section 402 of ERISA.

The determination of the Company as to any question involving the general administration and interpretation of the Plan, and such determinations made by any person to whom the Company may delegate its responsibilities under the Plan, shall be final, conclusive

and binding upon all persons claiming any interest in or under the Plan, except as otherwise provided by law, and may be relied upon by the Company, Plan participants and beneficiaries. Any discretionary actions to be taken under the Plan by the Company, and such actions taken by any person to whom the Company may delegate its responsibilities under the Plan, shall be uniform in their nature and applicable to all persons similarly situated, shall not be subject to de novo review if challenged in court, by arbitration or in any other forum and shall be upheld unless found to be arbitrary and capricious.

Pursuant to the previous paragraph, the Company has delegated certain administrative services, including claims processing to Life Insurance Company of North America (CIGNA), a third party administrator.

## **VIII CLAIMS PROCEDURE**

8.1 How to File a Claim. To file a claim, you or your beneficiary should contact the Director of Risk Management in order to file the appropriate forms to receive any benefits or take any action under the Plan. You must send written notice of a loss within 30 days or as soon as reasonably possible to the Director of Risk Management at the address below:

J.M. Huber Corporation  
499 Thornall Street  
Edison, NJ 08837-2220  
Attn: Director of Risk Management

Upon receipt of the written notice, the Director of Risk Management will:

- Provide you with the proper claim form along with a list of supporting documentation Life Insurance Company of North America (CIGNA) may need to evaluate your claim, and
- Assist you or your beneficiary with completing the claim for and submitting it to Life Insurance Company of North America (CIGNA).

Once you, or your beneficiary, have completed the claim form it should be sent, along with the supporting documentation, to:

Life Insurance Company of North America (CIGNA)  
1600 West Carson  
Suite 300  
Pittsburgh, PA 15219-3419

### 8.2 Appealing a Claim.

(a) Initial Benefit Determination. If a participant's claim for benefits is denied, in whole or in part, Life Insurance Company of North America (CIGNA) will notify such participant within 90 days of receiving a participant's claim. If special circumstances require an



extension of time for processing a claim, such participant will be notified in writing. The notice will explain the reason why more time is needed and will be sent before the end of the 90 days. The claims process will not be longer than 90 days from the end of the initial 90-day period.

If a participant's claim is denied, such participant will receive the following:

- an explanation of the specific reason(s) for the denial;
- references to Plan provisions on which the denial is based;
- a description of any additional material or information necessary to establish the claim and an explanation of why such material or information is necessary; and
- a description of the Plan's review procedures and the time limits applicable to such procedures.

If a participant does not receive a response within the time periods set forth above, such claim shall be deemed denied. In that event, a participant has the right to appeal such denial.

(b) **Participant Appeal.** To appeal a denied claim, a participant must, within 60 days of receiving notice of denial of the claim for benefits, submit a written request to the CIGNA asking that such application be reconsidered. The participant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the participant's claim for benefits. The review of the participant's claim will take into account all comments, documents and records submitted by you relating to the participant's claim without regard to whether such information was submitted or considered in the initial benefit determination.

(c) **Benefit Determination upon Review.** A decision regarding an appeal of the participant's claim will be made within 60 days (or, in unusual circumstances, 120 days) after receiving such appeal. The final decision will be given in writing and will include the following:

- an explanation of the specific reason(s) for the denial;
- references to Plan provisions on which the denial is based; and
- that a participant shall have the right to bring an action under Section 502(a) of ERISA.

## **IX ADMINISTRATIVE INFORMATION**

**Plan Name** J.M. Huber Corporation Basic Business Travel Accident and Supplemental Business Travel Accident Insurance Plan

**Introduction** The following information is provided in accordance with the disclosure requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA)

**Employer Identification Number** 13-0860350

|   |  |
|---|--|
| <b>Plan Number</b>                        | The Plan number is 503.  |
| <b>Plan Type</b>                          | This Plan is a welfare benefit plan.   |
| <b>Plan Year</b>                          | The Plan year is August 1 through July 31.   |
| <b>Source of Plan Funds</b>               | The Company pays the cost of the basic coverage under the Plan. Employees pay the full cost of additional coverage under the Plan.   |
| <b>Plan Administrator</b>                 | This Plan is administered by the Company. The Company has assigned the fiduciary responsibility for claim determination to Life Insurance Company of North America (CIGNA). The benefits are provided by the Life Insurance Company of North America (CIGNA) under master contract, Nos. ABL 651686 and ABL 651685. The Life Insurance Company of North America(CIGNA) is solely responsible for the payment of benefits under the Plan.   |
| <b>Plan Documents</b>                     | This document, along with the Insurance Documents and constitute the Plan document. All statements made in this document are subject to the provisions and terms of the Insurance Documents. Copies of those documents, as well as the latest annual reports of Plan operations and Plan descriptions as filed with the Internal Revenue Service and the U.S. Department of Labor, are available for your review any time during normal working hours from the Company. Upon written request to the Company, any of the Plan documents will be furnished to a participant or beneficiary within 30 days at a reasonable charge. In addition, once a year each participant will receive a copy of the summary annual reports of the Plan's financial activities at no charge. |
| <b>Agent for Service of Legal Process</b> | J.M. Huber Corporation<br>499 Thornall Street<br>Edison, NJ 08837-2220<br>Attn: General Counsel  |

## **X STATEMENT OF ERISA RIGHTS**

As a participant in the J.M. Huber Corporation Basic Business Travel Accident and Supplemental Business Travel Accident Insurance Plan you are entitled to certain rights and

protections under the Employee Retirement Income Security Act of 1974, as amended, (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information about Your Plan and Benefits**

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

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

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

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order

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

### **Assistance with Your Questions**

If you have any questions about your plan, you should contract the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U. S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

## **XI PARTICIPATING AFFILIATES**

Axiom One, LLC  
Assistant Treasurer LLC  
Huber International Corp.  
Huber Resources Corp.  
JMH Financial Services LLC  
J.M. Huber Canada Corporation  
J.M. Huber Paper Pigments Inc.  
Underground Warehouses, Inc.