



## **DISASTER RELIEF LOANS PROGRAM**

### **HURRICANE HARVEY CRITERIA**

1. Loan Applications Acceptance Period: Loans under the Disaster Relief Loans Program relating to Hurricane Harvey will be accepted from October 1, 2017 – December 1, 2017.
2. Loan Levels: Employees may qualify for a loan in one of the following two categories:
  - **Level 1: Significant Loss (Both Criteria Below Must Be Met)**
    - a. Employee experienced significant Damage to his/her House/Dwelling due to Hurricane Harvey, and
    - b. Employee experienced significant damage to furnishings or personal belongings (beyond mere carpet damage) due to Hurricane Harvey.
  - **Level 2: Significant Loss without Flood Insurance (All Three Criteria Below Must Be Met)**
    - c. Employee experienced significant Damage to his/her House/Dwelling due to Hurricane Harvey,
    - d. Employee experienced significant Damage to furnishings or personal belongings (beyond mere carpet damage) due to Hurricane Harvey, and
    - e. Employee does not have flood insurance covering both the structure and contents of Employee's House/Dwelling.
3. Loan Amounts:
  - Level 1: Employees may take out a loan up to \$10,000
  - Level 2: Employees may take out a loan up to \$15,000
4. Repayment Terms:
  - Loans must be paid in full within 24 months of the date the first payment is due, pursuant to a Disaster Relief Loan Promissory Note and Payroll Deduction Authorization to be executed by Employee.

- The first payment will be due approximately 3-months after the Employee receives the funds. The exact due date will be dependent on pay period start dates.
- Loans will be repaid through equal bi-weekly payroll deductions. The equal bi-weekly payroll deductions shall be calculated by taking the total loan amount and dividing it by no more than 52 (the maximum number of bi-weekly deduction payments allowed for the 24-month repayment term)
- Loans may be repaid early in full, but partial repayments will not be allowed.

5. Definitions:

- “**Company**” or “**LyondellBasell**” means, collectively, all of the U.S.-based employer subsidiary entities of LyondellBasell Industries, N.V., including Equistar Chemicals LP, Lyondell Chemical Company, and Houston Refining LP.
- “**U.S. Employee**” means an individual employed by any of the U.S.-based employer subsidiary entities of the Company. For the purposes of these Guidelines, U.S. Employee also refers to any employee of a subsidiary entity of LyondellBasell Industries, N.V., on an expatriate assignment in the U.S.
- “**Natural Disaster**” shall have the plain, ordinary meaning of that term to include so-called Acts of God or other natural phenomena not of a man-made nature, included but not limited to storms, floods, hurricanes, tornadoes, earthquakes, fires caused by lightning and similar naturally occurring phenomena, high winds, and similar events naturally occurring in nature.
- “**Hurricane Harvey**” shall mean the Natural Disaster areas that are designated subject to the following declarations made by FEMA: (1) the Major Disaster Declaration declared on August 25, 2017, which is referred to as Texas Hurricane Harvey (DR-4332); and (2) the Emergency Declaration declared on August 28, 2017, which is referred to as Louisiana Tropical Storm Harvey (EM-3382).
- “**House**” or “**Dwelling**” means the Employee’s primary residence, whether owned, rented, leased, or otherwise occupied as the primary residence of the Employee.
- “**Damage**” or “**Destruction**” shall have the plain, ordinary meaning of those terms provided that such incidents are the result of Hurricane Harvey.