
BERKSHIRE HATHAWAY CONSOLIDATED PENSION PLAN
Summary Plan Description
January 1, 2020

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PART I
SUMMARY PLAN DESCRIPTION FOR GENERAL BHCPP PROVISIONS

Reflects Plan Changes Through December 31, 2019

INTRODUCTION

Plan Overview

This is the Summary Plan Description (SPD) for the Berkshire Hathaway Consolidated Pension Plan (Plan). The Plan is a tax-qualified defined benefit pension plan which provides retirement benefits for participants and their beneficiaries.

The Plan was formed on December 31, 2016 through the consolidation of tax-qualified defined benefit plans maintained by subsidiaries of Berkshire Hathaway Inc., and includes other tax-qualified defined benefit plans that subsequently consolidated with (merged into) the Plan. The consolidations do not affect the pension benefits previously earned by you under the prior plan. You remain eligible to receive the same benefits with the same payment options as provided by the prior plan. Any payment elections, beneficiary designations, and qualified domestic relations orders relating to your benefit under the prior plan remain in effect. Additionally, your pension benefits continue to be insured by the federal Pension Benefit Guaranty Corporation.

Summary Plan Description

Your SPD has two parts:

Part I -- This first part of this SPD provides information regarding the governance and administration of the Plan. For example, Berkshire Hathaway Credit Corporation is the sponsor of the Plan and The Northern Trust Company is the Plan's trustee.

Part II -- The second part of this SPD contains the SPD provisions specific to your prior plan. It generally describes the operative provisions of the Plan that affect the calculation and payment of your pension benefits.

Part II of this SPD applies only to those employees and former employees covered under the prior plan described therein. A complete list of the Berkshire Hathaway subsidiaries who have employees and former employees covered by this Plan is available, upon written request, from the Plan Administrator.

This SPD describes the major provisions of the Plan that govern your benefits as of January 1, 2020 and reflects Plan changes through December 31, 2019. It does not reflect each and every Plan provision. The detailed Plan provisions are contained in the official Plan documents. **If there is any discrepancy between this SPD and the official Plan documents, the provisions of the official Plan documents, and not this SPD, will control. Your rights will always be determined under the Plan document itself.**

GENERAL PLAN INFORMATION

PLAN NAME: Berkshire Hathaway Consolidated Pension Plan (BHCPP)

PLAN IDENTIFICATION NUMBER: 001

PLAN YEAR: January 1 through December 31

EFFECTIVE DATE OF PLAN: December 31, 2016

NAME AND ADDRESS OF PLAN SPONSOR: Berkshire Hathaway Credit Corporation
3555 Farnam Street, Suite 1440
Omaha, NE 68131

PLAN SPONSOR'S FEDERAL IDENTIFICATION NUMBER: 47-0679606

PLAN ADMINISTRATOR: BHCPP Plan Administrator
c/o Berkshire Hathaway Credit Corporation
3555 Farnam Street, Suite 1440
Omaha, NE 68131

THIRD PARTY ADMINISTRATOR: Berkshire Hathaway Pension Service Center
Dept: BHCPP
PO Box 981911
El Paso, TX 79998
1-877-459-2403
www.eepoint.com/bhcpp

TRUSTEE: The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60603

AGENT FOR SERVICE OF LEGAL PROCESS: Legal process may be served upon the Plan Administrator or the Plan Trustee.

Day-to-day administration of the Plan is performed by the Third Party Administrator under an agreement with the Plan Administrator. If you have any questions regarding this SPD, or the day-to-day administration of the Plan, please contact the Third Party Administrator.

PLAN ELIGIBILITY AND BENEFITS

Eligibility is limited to those individuals who became participants under a prior plan that was merged into this Plan, as described in the relevant prior plan SPD (see Part II). Information about the conditions that must be met in order to receive benefits, such as normal retirement age, and a description of those benefits are described in the relevant prior plan SPD (see Part II).

In general, before any Plan benefits can be paid, a participant, beneficiary, or any other person claiming a Plan benefit entitlement must file an application for such benefits with the Third Party Administrator identified above. You should apply for benefits no more than 180 days and no less than 60 days before the date you want your benefit to begin. If you die before you begin benefit payments, your spouse or beneficiary should contact the Third Party Administrator.

CLAIMS PROCEDURE AND APPEALS PROCESS

Making a Claim for Benefits

Any request for benefits must be made in writing and delivered to the Plan Administrator, at the following address:

Secretary of the Fiduciary Services Committee
Berkshire Hathaway Claims
Dept: Cofid
P.O. Box 981922
El Paso, TX 79998

A request must be made within the earlier of (1) one year after payment of the benefit has commenced, or (2) one year after the claimant first knew or should have known that he or she had a claim for benefits under the Plan.

Within 90 days after receiving your written claim for benefits, the Plan Administrator will notify you of its decision. If the Plan Administrator needs more time to examine your request because of special circumstances, you will be informed within these 90 days that additional time is needed, why it is needed, and the date by which you can expect to receive a final decision. However, consideration of your request may be extended for only 90 more days.

If Your Claim is Denied

If your claim is denied, the Plan Administrator will notify you in writing. The notice will explain the specific reason or reasons for the denial and include references to pertinent Plan provisions on which the denial was based. If your claim was denied because you did not furnish complete information or documentation, the notice will state the additional materials needed to support your claim. The notice will also tell you how to request a review of the denied claim based on the established rules for the Plan and state your right to sue in federal court once the administrative appeal process is complete.

Filing an Appeal

If your claim is denied and you wish to appeal, you must file a written appeal with the Fiduciary Services Committee, within 60 days after the date of the denial, at the following address:

Secretary of the Fiduciary Services Committee
Berkshire Hathaway Claims
Dept: Cofid
P.O. Box 981922
El Paso, TX 79998

Your appeal should include any additional information that you wish the Fiduciary Services Committee to consider. For purposes of preparing the appeal, you or someone on your behalf may ask the Fiduciary Services Committee for pertinent documents that affect your claim, at no charge.

In most cases, the Fiduciary Services Committee will review and decide on the appeal by the date of the next regular Fiduciary Services Committee meeting that is at least 30 days following the date of your written appeal. But if the Fiduciary Services Committee notifies you that special circumstances require a delay and explains the reasons for needing more time, there may be a limited extension of the review and decision-making process (not to extend beyond the date of the next following regular Fiduciary Services Committee meeting). If the Fiduciary Services Committee does not communicate a decision within these timeframes, the claim is deemed denied on review.

Once a decision is reached, the Fiduciary Services Committee will notify you in writing of the outcome. If your claim is denied, the notice will give the reasons for the decision and include references to pertinent Plan provisions on which the denial was based. The notice will state that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

The denial notice will include a statement of your right to bring a civil action in federal court under section 502(a) of ERISA and information regarding the one-year limitation period that applies to your right to sue in federal court, and the date on which this period expires for your claim. For further information on the one-year limitation period, please review “Limits on Actions” below.

Before December 1, 2019, special rules may have applied if your claim required the Plan Administrator to make a determination of disability (a “disability claim”). Effective December 1, 2019, these special rules no longer apply and all claims and appeals relating to any Plan benefit must follow the procedures as summarized above.

Non-English Language Services

The Plan will provide you with non-English language assistance if you speak an applicable non-English language and your address is in a United States county where at least ten percent of the population residing in the county is literate only in the same applicable non-English language (the determination of “applicable” non-English languages and ten percent counties will be based on the most recent guidance published by the Secretary of the Department of Labor). Under these circumstances, the Plan will provide oral language services (such as a telephone customer

assistance hotline) that include answering questions in your applicable non-English language and providing assistance with filing claims and appeals in your applicable non-English language. Additionally, the Plan will provide you, upon request, a notice of adverse benefit determination (including a determination on appeal) in your applicable non-English language. Moreover, the English version of all your notices of adverse benefit determination will include a clear and prominent statement in your applicable non-English language on how to access these language services.

Limits on Actions

No legal action may be filed to recover benefits under the Plan unless the claimant has complied with and exhausted the Plan's claims procedures. No legal action may be filed more than one year after the date on which the claimant's appeal is denied or deemed denied. If you do not meet this one-year deadline, your right to file a lawsuit with respect to your claim will expire.

ADDITIONAL INFORMATION

Decision-Making Authority With Respect to the Plan

The Plan Administrator and the Retirement Plan Committee have the discretionary authority to construe and interpret the written terms of the Plan and this SPD. This includes the authority to determine the amount, manner and time of payment of any benefits and to decide benefit claims under the Plan.

Amendment or Termination of the Plan

Berkshire Hathaway Credit Corporation reserves the right to amend or terminate the Plan, including the provisions set forth in any prior plan that was merged into the Plan, in whole or in part at any time. No amendment or termination will retroactively decrease the benefits you have previously earned under the Plan.

If the Plan is terminated, you will automatically become fully vested in your benefits to the extent the Plan is funded. The assets of the Plan and PBGC insurance will be the sole recourse for satisfying your rights. The assets of the Plan will be allocated and distributed in accordance with the requirements of ERISA and subject to any required approval by government agencies. No assets will be returned to an employer until all Plan liabilities have been satisfied.

Plan Funding

The assets of the Plan are held in a single trust fund for which The Northern Trust Company acts as trustee. The Trust Fund is held for the exclusive purpose of providing benefits to the Plan's participants and beneficiaries and paying the expenses of the Plan. Insurance contracts may be purchased to provide benefits under the Plan. Plan contributions are actuarially determined and made by the Plan sponsor.

Benefit Limits (Maximum and Minimum Determinations)

Federal tax law limits (among other things) the dollar amount of the annual benefit the Plan can provide. This limit, which when expressed in the form of a single life annuity, is \$230,000 in 2020 (\$225,000 in 2019). This limit is subject to cost of living adjustments.

In general, the minimum present value of pension plan benefits, such as lump sum payments and Social Security level income options, cannot be less than the value that is determined, in part, by using IRS-prescribed interest rate and mortality assumptions under Internal Revenue Code section 417(e)(3).

The Plan provides that, for all participants, the rates used to calculate minimum lump sum payments and level income options, to the extent applicable, in a calendar year are the IRS-prescribed interest rates for the preceding October. If the prior plan provided for the IRS-prescribed rates as of a different month, then there is a one-time transition period for the first full calendar year in which the prior plan is part of the BHCPP. For example, if the prior plan became part of the BHCPP effective December 31, 2018, your one-time transition period is from January 1, 2019 through December 31, 2019. Any lump sum or level income option, to the extent available, that becomes payable to you during the transition period will not be less than the amount calculated using the IRS-prescribed interest rates for the preceding October, or the IRS-prescribed interest rates determined at the time provided for in the prior plan, whichever produces the larger amount.

In certain cases, the prior plan may provide for conversion factors that produce minimum present values that are larger than those produced using the IRS-prescribed assumptions. Those conversion factors will not change on account of the plan consolidation.

Delay or Loss of Benefits

There are certain situations under which benefit payments may be delayed or that can result in your ineligibility for or the loss of all or part of a benefit. For example, benefits may be lost or delayed:

- if you do not have a current address on file with the Third Party Administrator or your prior plan employer or you do not notify the Third Party Administrator or your prior plan employer of any changes to your address; or
- if you do not file a claim for benefits with the Third Party Administrator properly, or on time, or fail to furnish the information required by the Third Party Administrator to complete or verify a claim.

Please refer to your prior plan SPD in Part II for additional information.

Qualified Domestic Relations Orders

In general, your benefit cannot be sold, transferred, or assigned for any reason except as provided by law. For example, if you are divorced or separated, your benefit may be subject to a qualified domestic relations order (“QDRO”) that assigns all or a portion of your benefit to someone other than you or your current spouse/designated beneficiary. All domestic relations orders must be

reviewed and “qualified” by the Third Party Administrator before they can be honored by the Plan. You may obtain a copy of the current procedures governing QDRO determinations, at no charge, from the Third Party Administrator. Any domestic relations orders that were qualified by a prior plan administrator remain in effect.

Benefit Payment Errors

Plan benefits are paid out of a tax-qualified trust that is maintained for the benefit of all participants and beneficiaries. Care is taken to ensure that the benefit payments made to participants and beneficiaries are accurate. However, it is possible for errors to occur. If, for any reason, you think the information used to calculate your benefit or any benefit paid to you might not be correct, it is important that you notify the Third Party Administrator as soon as possible. Participants and beneficiaries are not entitled to benefits that are greater than the amount determined under the relevant Plan provisions. As a result, if the Plan mistakenly pays you a benefit that is greater than the benefit you are eligible for, or pays benefits that were not authorized by the Plan, you are responsible for repaying the Plan. The Plan may use any and all permissible remedies allowed by law to recover any benefits paid in error.

Top Heavy Plan Rules

Federal tax law imposes certain minimum benefit and vesting requirements on plans that are “top-heavy” (generally, where more than 60% of accrued benefits are allocable to “key” employees). If the Plan were to ever become top-heavy, special provisions regarding minimum benefits and vesting would automatically take effect. It is unlikely that the Plan will ever become top-heavy, but if it does, you will be notified as to how your benefits are affected.

Pension Benefit Guaranty Corporation (PBGC) Insurance

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the 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 guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as any 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 the 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 the Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street NW, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at www.pbgc.gov.

YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants are entitled to:

Receive Information about the Plan and Plan Benefits

- Examine, without charge at the Plan Administrator's office and any other specified locations, all documents governing the Plan, any applicable 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 Employee Benefits Security Administration.
- Obtain copies of documents governing the Plan, any applicable insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 series), and an updated summary plan description upon written request to the Plan Administrator. You must specifically request the particular Plan documents you wish to receive. The Plan Administrator may make a reasonable charge for the copies.
- Obtain a statement telling you whether you have a right to receive benefits at your normal retirement age, and, if so, what your benefits would be under the Plan if you stopped working now. If you do not have a right to benefits, the statement will tell you how many more years you have to work to be eligible for benefits. This statement must be requested in writing and is not required to be given more than once a year. The Plan will provide this statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforcement of Your Rights

If your claim for benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report and do not receive them within 30 days, you may file suit in federal court. If you do so, the court may require the Plan Administrator to provide the materials and pay you up to \$112 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control. 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, you may file suit in federal court after completing the Plan's review process. 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 the Plan, this Summary Plan Description, or your rights under ERISA, you should contact the Plan Administrator. If you have any further questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications office of the Employee Benefits Security Administration.

PART II

SUMMARY PLAN DESCRIPTION

For the Lubrizol Corporation Pension Plan

(Merged into the Berkshire Hathaway Consolidated Pension Plan)

January 1, 2020

GENERAL INFORMATION

The Lubrizol Corporation Pension Plan (Prior Plan), was first established by The Lubrizol Corporation (“Lubrizol” or “the company”) on December 11, 1944, to provide employees with a portion of their retirement income. The Prior Plan works together with The Lubrizol Corporation Employees’ Profit Sharing and Savings Plan to provide eligible employees with an income base in retirement, along with Social Security and your own retirement savings. The Prior Plan is closed to anyone hired or rehired by, or transferred to, Lubrizol or an adopting subsidiary after December 31, 2009. Effective on December 31, 2018, the Prior Plan was merged into the Berkshire Hathaway Consolidated Pension Plan (Plan or BHCPP). References throughout this Summary Plan Description Part II (SPD Part II) to the “Prior Plan” refer to the Prior Plan as merged into the Plan. The corporate headquarters for The Lubrizol Corporation are located at 29400 Lakeland Boulevard, Wickliffe, Ohio 44092.

This SPD Part II describes the main features of the Prior Plan including information regarding when you became eligible to participate in the Prior Plan, your Prior Plan benefits, your distribution options, and many other features of the Prior Plan. Accompanying this SPD Part II is the Summary Plan Description for General BHCPP Provisions (SPD Part I) that summarizes information regarding the governance and administration of the BHCPP. You should take the time to read this SPD Parts I and II to get a better understanding of your rights and obligations under the Prior Plan and the Plan.

This SPD Parts I and II describe the Plan’s benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD Parts I and II conflicts with the technical, legal language of the Plan document, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Third Party Administrator. Neither this SPD, nor the plan or the trust described herein constitutes a contract of employment or a promise of continuing employment.

This SPD Part II is current as of January 1, 2020, and does not reflect any changes made to the Plan after such date.

WHO IS ELIGIBLE

As a regular employee of Lubrizol or a Lubrizol subsidiary which adopted the Prior Plan, and who was hired on or before December 31, 2009, you automatically became an active participant in the Prior Plan beginning on your date of employment. If you were a temporary employee of Lubrizol or a Lubrizol subsidiary which adopted the Prior Plan and you worked at least 1,000 hours in any 12-month period, you participated beginning the following January 1 or July 1. You will continue to be eligible for and participate in the Prior Plan if you directly transfer employment from Lubrizol or a U.S. Lubrizol subsidiary that has adopted the Prior Plan to another U.S. Lubrizol subsidiary, do not have a change in employment status that would otherwise affect your ability to participate in the Prior Plan, and immediately before such transfer were actively accruing a benefit under the Prior Plan.

There is no cost to you for participation. An employee hired on or after January 1, 2010 will not be eligible to participate in the Prior Plan.

WHEN YOU CAN RETIRE

If you terminate Lubrizol employment before you reach age 55, but after you have completed five years of service, you will be 100% vested in your pension benefit. You may begin distribution of your benefit immediately as either a lump sum payment or an annuity if you satisfy one of the following conditions:

- You were hired by Lubrizol before February 1, 1984.
- Your benefit commencement date occurs after December 31, 2015.

In either case, if payments begin before you reach age 65, which is the Prior Plan's normal retirement age, the amount will be reduced for the extra years you are expected to benefit from the payment(s). If you terminate employment before age 55, actuarial factors are used to determine your pension benefit rather than the subsidized reduction factors used for terminations after age 55.

If you leave employment before age 70½ and choose to defer your retirement benefit distributions or make no election to receive your benefits when you separate employment or retire, your benefit distributions will begin at the earlier of your distribution request or the April 1 of the calendar year following the year in which you reach age 70½. The form of benefit will depend upon your marital status at the time of distribution.

You may not receive any benefit from the Prior Plan before you terminate employment with Lubrizol, Berkshire Hathaway Inc. and all affiliated companies. If you continue to work past age 65, your service after age 65 will be used in the calculation of your benefit, but other than described in the next paragraph, your benefit will not be increased for the amount of monthly benefits that you would have received had you retired at age 65 and commenced distribution of your benefit.

If you do not work past age 65 and you do not commence your benefit by age 65, your benefits will be actuarially increased for the time period after you reach age 65 until you commence your benefit.

If you retire after age 70½, benefit distribution will automatically begin on the April 1 of the calendar year following the year in which you retire. Benefits will be actuarially increased for the time period after you reach age 70½ until you retire.

RETIREMENT INCOME

When you retire from employment with Lubrizol, Berkshire Hathaway Inc. and all affiliated companies, your income may be available from at least four sources: the Prior Plan, The Lubrizol Corporation Employees' Profit Sharing and Savings Plan, Social Security, and your own savings. The amount of retirement income you will receive from the Prior Plan is based on your compensation and length of service.

Your Prior Plan pension benefit is the larger of the amounts calculated under two formulas: the career pay formula, which is based on your career earnings and length of service, and the final pay formula, which is based on your final average earnings and length of service, and takes into account that you will receive benefits from Social Security.

Your service and compensation for the formulas are determined as follows:

Credited Benefit Service: The period of service from your last hire date to the date you retire or otherwise terminate from employment with Lubrizol that is covered under the Prior Plan. Benefit service will not include any time you are on a leave of absence, other than military leave, jury duty or long-term disability leave, for more than one year.

For employees of participating subsidiaries who already had a pension benefit in a plan that was merged into the Prior Plan, credited service is the same as described above. For all other employees of participating subsidiaries, credited benefit service is the period of service from the later of the date your employer adopted the Prior Plan or your hire date to the date you retire or otherwise terminate covered employment.

Basic Compensation: Your base biweekly salary (including military pay for up to six biweekly periods and workers' compensation payments), overtime, shift premiums, vacation and holiday pay, bonuses and gain sharing (excluding long term incentives), and commissions paid while in covered employment during a plan year, as applicable. Any amount of your salary which you defer to before-tax 401(k) savings under The Lubrizol Corporation Employees' Profit Sharing and Savings Plan or before-tax contributions to the flexible reimbursement program is included, as are basic (60%) long-term disability benefits which you received before 2020 while you were on long-term disability leave (and, for 2019, only if your Plan benefit would be greater by including your long-term disability benefit in your basic compensation calculations). Noncash or special allowances, extraordinary compensation, and separation pay are not included. Bonuses, commissions, and shift premiums were not included in basic compensation before 1981, and overtime was not included before 1977. If you are on military leave, your monthly rate of compensation used to determine basic compensation will be the monthly rate in effect when your leave begins. You will not receive credit for compensation if you are on an unpaid leave of absence other than military or long-term disability leave. Under current law, the amount of basic compensation that can be used to determine your benefits under the Plan is limited to \$285,000 for compensation earned in 2020. This amount may be adjusted by the Internal Revenue Service periodically for increases in the cost of living in \$5,000 increments.

Covered Compensation: An average of the annual wage bases over a 35-year period determined by Social Security. The covered compensation level increases each year as a new Social Security annual wage replaces an old wage to keep a current 35-year average.

The Career Pay Formula

The Prior Plan's career pay formula is based on your basic compensation during your participation in the Prior Plan and provides a monthly benefit payable at least for your life, beginning at age 65. Your credited average compensation is the average of your monthly basic compensation in effect on each January 1 during your participation in the Prior Plan.

If you became a participant before January 1, 1981, your credited average compensation will include a monthly rate of basic compensation for each January 1 during the period you were not yet a participant in the Prior Plan, but not more than four years. This rate will be the same rate as your basic compensation rate on the date you became a participant.

When you retire at age 65, your normal monthly benefit from the Prior Plan under this formula will be:

1.35% of credited average compensation x credited benefit service (no maximum)

For example, if your credited average compensation is \$1,800 and you have 30 years of credited benefit service at age 65, your monthly benefit under this formula would be:

Credited average compensation x 1.35% x Credited benefit service = Monthly Pension

\$1,800 x 1.35% x 30 = \$729.00

The Final Pay Formula

The Prior Plan's final pay formula is based on your basic compensation during your highest consecutive 5 years out of your last 10 years with Lubrizol or other covered employer and provides a monthly benefit payable at least for your life, beginning at the Prior Plan's normal retirement age of 65. Your **final average pay**, used in figuring your benefit under this formula, is the average of your monthly basic compensation in

effect on January 1 for your highest consecutive 5 years out of your last 10 years of covered employment. If your total service is less than 30 years, your age 65 benefit amount is reduced proportionately. Your monthly pension benefit under this formula will be:

(28.5% of your final average pay + 15% of your final average pay in excess of the Social Security covered compensation level) x credited benefit service (up to 30) ÷ 30

For example, if your final average pay is \$2,600, your Social Security covered compensation level is \$2,026 and you have 30 years of credited benefit service at age 65, your monthly benefit under the final average pay formula would be:

Final Average Pay (FAP)	\$2,600	x 28.5%	\$741.00
Minus covered compensation	- \$2,026		
FAP above covered compensation	\$574	x 15%	+ 86.10
			\$827.10
Times credited benefit service ÷ 30			x 30/30
Monthly pension			\$827.10

NOTE: In these two examples, your benefit calculated under the final pay formula would be larger than under the career pay formula and, therefore, you would receive the benefit calculated under the final pay formula.

Early Retirement

If you are an active employee and retire after you reach age 55, but before you reach age 65, your early retirement benefit is figured under the final pay and career pay benefit formulas, using your credited benefit service, final average pay, credited average compensation and your Social Security covered compensation level in effect as of your retirement date. You may choose to receive the full monthly amount starting at age 65, or a permanently-reduced pension beginning any time after you retire. In either case, your monthly pension benefits will continue at least as long as you live.

If you choose to begin payments before you reach age 65, the amount of reduction will depend on your age at the time payments begin. The younger you are, the more payments you can expect to receive over your lifetime and therefore, the greater the reduction in the amount you will receive each month. You will receive a percentage of your full early retirement benefit as follows:

<u>If your payments start at age:</u>	<u>The percentage you will receive is:</u>
65	100%
64	100%
63	100%
62	100%
61	97%
60	94%
59	91%
58	88%
57	85%
56	82%
55	79%

Note - The table above does not apply to participants who terminate employment before age 55. If and when you terminate employment and begin payment before age 55, different actuarial factors are used to determine the amount of your pension benefit rather than the subsidized benefit that applies to participants who retire after age 55.

METHODS OF PAYMENT

Automatic Forms of Payment – Monthly Annuity

If you are **unmarried** when your pension benefit payments begin, you will receive your benefit in the form of a monthly ten year certain and life annuity for as long as you live. Under this form of payment, if you should die before receiving payments for ten years (120 monthly payments), the Plan will continue to pay the same monthly benefit amount to your designated beneficiary for the rest of the ten-year period.

If you are **married** on the date your pension benefit payments begin, you will receive your pension in the form of a joint and 50% survivor annuity. Benefit payments during your lifetime will be reduced in order to provide a survivor benefit to your spouse. After your death, your spouse will receive a monthly benefit equal to 50% of the monthly amount you received during your lifetime; these payments will continue for the balance of your spouse's life. Your reduced benefit amount is based on the length of time you and your spouse can expect to receive monthly benefits, which depends on your age and your spouse's age at the time benefit payments begin.

If the lump sum value of your Plan benefit is not greater than \$5,000, the Third Party Administrator will direct the Trustee to pay the benefit to you in a lump sum. You will have the option to elect to receive the lump sum as payment to you or as a direct rollover to an Individual Retirement Account (IRA) or another plan or program eligible to receive rollovers. However, for distributions on and after December 1, 2019, if you fail to make this choice within the 60 day period following the date you receive the election forms and notices, payment of your lump sum will automatically be made to you as a rollover to an IRA selected by the Plan Administrator (if your lump sum is valued between \$1,001 and \$5,000) or in cash (if your lump sum is valued at \$1,000 or less). You will be responsible for paying all fees and expenses assessed against the IRA. Following the lump sum payment (made to you or as a rollover), there will be no further payment from the Plan to you or any beneficiary. Please contact the Third Party Administrator for more information about rollover options.

Optional Forms of Payment

You also may choose to have your benefit paid in any one of the forms described below. If you are married at the time benefit payments begin, your spouse must give written, notarized agreement to your choice of one of these optional forms of payment. You must notify the Third Party Administrator of your choice before the date benefit payments are to begin, except as otherwise noted.

Ten Year Certain and Life Benefit: If you are **married**, you may choose to have your benefit paid in the same unreduced form as the automatic benefit payable to **unmarried** participants (described above).

Joint and Survivor Benefit: You may choose to have a reduced benefit amount paid to you for your lifetime, with 100%, 75% or 50% of the reduced amount continued after your death to your designated beneficiary (who may be your spouse or may be some other natural person). The amount by which your benefit is reduced is determined by your age and the age of your designated beneficiary at the time payments begin; certain restrictions may apply.

Straight Life Annuity: You may choose to have a monthly annuity paid to you for your lifetime. After you die, the payments stop.

Commuted Benefit (Lump Sum): In addition to the monthly annuity forms, the Prior Plan offers a commuted benefit (lump sum form), which is available to you as an optional form of distribution as long as you satisfy one of the following conditions:

- You were hired by Lubrizol before February 1, 1984.
- Your benefit commencement date occurs after December 31, 2015.

The lump sum form of distribution provides the actuarial present value of your monthly annuity (10 year certain and life, or in the case of a survivor benefit, the survivor annuity). To calculate the amount of the lump sum, the Prior Plan utilizes a “lump sum factor,” which is prepared using mortality tables and interest rates prescribed by the Internal Revenue Code, as amended by the Pension Protection Act of 2006.

The Prior Plan uses the lookback month of October of the prior calendar year to determine the applicable interest rate to be used to develop the lump sum factors for a Plan year (calendar year).

Tax Implications

A lump sum distribution will be subject to ordinary income tax unless rolled over to another qualified plan or an IRA. Lump sum distributions will also be subject to a penalty tax equal to 10% of the untaxed amount unless:

- You are at least age 59½ when the distribution is made;
- The distribution is made after you separate from service if you will be at least age 55 in the year of the separation; or
- The distribution is made because of your death.

A lump sum distribution that is paid directly to you will be subject to an automatic 20% federal income tax withholding requirement. There may be additional tax consequences if you do not roll over the entire taxable amount of your lump sum distribution (including the 20% withheld) to an IRA or a new employer’s qualified retirement plan within 60 days of your receipt of the distribution (such as the 10% penalty tax described above).

To avoid the 20% withholding requirement and additional tax consequences, you may elect instead to have your lump sum distribution directly transferred to an IRA or a new employer’s qualified retirement plan.

Monthly annuity distributions are subject to ordinary income tax but are not subject to this 20% withholding rule or the 10% penalty tax.

OTHER PLAN BENEFITS

Death Benefits

If you die before benefit payments begin at a time when you are 100% vested in your benefit, a benefit may be payable to your spouse or other designated beneficiary only under the following circumstances:

If you have been **married** at least one year and you are actively employed by Lubrizol, Berkshire Hathaway Inc. or an affiliated company at the time of your death, your spouse will receive a lifetime monthly benefit. If you die after you reach your “earliest retirement date,” the amount of the survivor benefit will be equal to 50% of your pension benefit figured as if you had left employment on the day before the date of your death based on your years of benefit service and the formula in effect on the date of your death. If you die before your “earliest retirement age,” the amount of the survivor benefit will be equal to 50% of your pension, figured as if you had left employment on the date of your death and lived until the earliest date you could have started to receive monthly benefits, and then reduced for a joint and 50% survivor annuity (see Methods of Payment). If you have reached your “earliest retirement age” at the time of your death, payments to your surviving spouse will begin the month after your death. If you have not yet reached your “earliest retirement age” at the time of your death, payments to your surviving spouse will begin the month after you would have reached your “earliest retirement age”. The term “earliest retirement age” if you were hired by Lubrizol before March 1, 1984, is the date you die. For everyone else, it means age 55.

Your spouse may elect to defer the commencement of payments until the date you would have reached the age of 70½. Effective January 1, 2016, a surviving spouse will be able to elect to receive, in lieu of the monthly survivor benefit, the actuarial equivalent of the monthly survivor benefit paid as an immediate lump sum, provided that the surviving spouse had not already started to receive the survivor benefit as a monthly annuity.

If you have been **married** at least one year, you are not actively employed by Lubrizol at the time of your death and you have not yet begun to receive benefits, your spouse will receive the surviving spouse benefit described above. If you were hired before March 1, 1996, and you terminate employment, you and your spouse may waive the surviving spouse benefit and elect instead for your spouse to receive an amount equivalent to your monthly pension benefit figured at the date of your death, which may be received as a lump sum or in annual installments over a period of time not to exceed the greater of five years or life expectancy, or as a life annuity, as chosen by your spouse. Or, you may elect for a designated beneficiary other than your spouse to receive this benefit in a lump sum or in annual or monthly installments over a period of time of up to five years. The surviving spouse benefit described above may be waived only with your spouse's written, notarized consent. This waiver may be revoked at any time before your death.

If you were hired before March 1, 1996, and you are **unmarried** at the time of your death, a death benefit is payable to your designated beneficiary only if you have retired or terminated employment at the time of your death, and you are entitled to but have not yet started to receive benefits from this Plan. Your beneficiary will receive an amount equivalent to your monthly pension benefit figured at the date of your death, and may choose to receive it as a lump sum, or in annual or monthly installments over a period of time up to a maximum of five years.

If you die **after** benefits payments have begun, the only death benefits payable will be those provided by the method of payment you have chosen.

Designation of Beneficiary

It is important that you file a designation of beneficiary under the Prior Plan when:

- You were hired before March 1, 1996 and have ended your employment with Lubrizol, Berkshire Hathaway Inc. and all affiliated companies but have not yet started to receive a pension benefit, or
- You have started to receive a benefit in the 10 year certain and life form of payment.

Your designation of beneficiary must be made in writing. You may designate a beneficiary or change your designation by contacting the Third Party Administrator. If you are married, your spouse is automatically your beneficiary, even if you designate another, unless your spouse provides written, notarized agreement to your designation.

Termination of Employment before Age 55

If you terminate employment with Lubrizol, Berkshire Hathaway Inc. and all affiliated companies before you reach age 55, but after you have completed five years of service, you will be 100% vested in your pension benefit. If you were hired by Lubrizol before February 1, 1984 or your benefit commencement date occurs after December 31, 2015, you may receive a commuted lump sum benefit immediately (see section titled Optional Forms of Payment-Commutated Benefit) or you may begin to receive an annuity. If payments begin before you reach age 65, the amount will be reduced actuarially for the extra years you are expected to benefit from the payment(s). If you terminate employment before age 55, actuarial factors are used to determine your pension benefit rather than the subsidized benefit that applies to participants who retire after age 55. See the end of the section titled **Retirement Income**.

Re-Employment

If you are a participant who is receiving monthly payments of Plan benefits, the payment of these benefits will not be affected if you are re-employed by Lubrizol, Berkshire Hathaway or any of its affiliated companies on or after October 1, 2019. The pension payments will not be suspended but will continue to be paid to you and be otherwise unaffected by your re-employment.

If you are re-employed as a regular employee by Lubrizol or a covered U.S. subsidiary you will become a participant in The Lubrizol Corporation Age-Weighted Defined Contribution Plan.

Transfer of Employment

You will continue to be eligible for and participate in the Prior Plan if you directly transfer employment from Lubrizol or a U.S. Lubrizol subsidiary that has adopted the Prior Plan to another U.S. Lubrizol subsidiary, do not have a change in employment status that would otherwise affect your ability to participate in the Prior Plan, and immediately prior to such transfer were actively accruing a benefit under the Prior Plan.

A job transfer may cause you to be ineligible to continue to participate in the Prior Plan – for example, because you transfer to a site that is covered by a collective bargaining agreement or you become an employee of a non-U.S. subsidiary. In that case, your service in a non-covered position will be counted in determining your vested percentage at the time you finally retire or terminate employment. If you transferred to a covered position from a non-covered position before January 1, 2010, you will receive credited benefit service and service for vesting purposes under the Prior Plan for such non-covered employment. Your benefit under the Prior Plan will be the greater of the following:

- An amount under the Prior Plan based on your total covered and non-covered service, offset by any benefit you receive from the non-covered service company plan; or
- An amount under the Prior Plan based on only your covered service without any offsets for other benefits.

Disability

If you become disabled and qualify for benefits under a Lubrizol-sponsored long-term disability benefits plan or program, you will be placed on a long-term disability leave. While you are on long-term disability leave, you will not continue to earn credited benefit service under the Prior Plan.

If your Lubrizol employment ends while you are on a long-term disability leave, you will be eligible for retirement benefits if you either 1) were hired before February 1, 1984 or 2) have reached age 55. If you were hired on or after February 1, 1984 and are not yet 55, you will be eligible for benefits as a terminated employee (see the section titled **Termination of Employment before Age 55**).

If your long-term disability benefits terminate because you recover and return to covered employment (and you remained continuously employed by your Lubrizol employer), you will continue as an active participant in the Prior Plan.

OTHER PLAN INFORMATION

Vesting service will include up to one year following termination of employment, but only if you return to covered employment before that year ends. If your absence is for maternity or paternity reasons, you may return within two years and receive credit for benefit and vesting service. However, the second year of such a period will not be included as service for benefit calculations. Re-employment during or after this period will be subject to company policies and procedures.

Any amount payable to a person who is found to be mentally or physically incapable of attending to his/her own financial affairs may be paid to a qualified guardian or other legal representative.

Vesting and Forfeitures

You become 100% vested in your pension benefit on the earlier of your fifth anniversary of employment or age 55. If you have not reached age 55 and your employment terminates before you have completed five years of service with Lubrizol, Berkshire Hathaway or any of its affiliated companies, you will have no vested rights under this Plan and you will forfeit your benefit.

Vested Noveon Plan Participants

If you participated in the Noveon, Inc. Pension Plan for Salaried Employees, your benefit will be determined under the Noveon formulae through February 28, 2006. Starting March 1, 2006, your benefits will be determined using the Lubrizol formulae described above. However, your accrued benefit will never be less than the benefit you accrued using the Noveon formulae as of February 28, 2006.

Entitlement to Plan Benefits / Change of Address

Plan benefits are payable to a participant, spouse or beneficiary only if the Plan Administrator determines, in its discretion, that the participant, spouse or beneficiary is eligible for benefits under the terms of the Plan document. Except as provided below, before any Plan benefits can be paid, a participant, spouse, beneficiary, or any other person claiming a Plan benefit entitlement must file an application for such benefits with the Third Party Administrator identified in the "General Plan Information" section of Part I of this SPD. It is important for all participants, spouses, beneficiaries and any other persons claiming a Plan benefit to complete and file a timely application for benefits to ensure proper benefits are paid.

Each participant, spouse, beneficiary or other person claiming a Plan benefit is responsible for ensuring that Plan records are updated and current including, without limitation, such person's current address.

- If you are an active employee you must complete a Personnel Action Request (PAR) – Address and Phone Number Change form. The form can be completed online or by submitting a hard copy. For the online and hard copy versions of the form visit the Channel.
- If you are a retiree or other person receiving monthly payments or a deferred vested participant or spouse, you must notify the Third Party Administrator of your address change. You should also send changes in your contact information to Lubrizol at LZpayroll@lubrizol.com.

Plan benefits are required to begin at a participant's required commencement date. If you are a participant that is no longer an active employee, the required commencement date is the April 1st of the year following the year you attain the age of 70-1/2. Because of this, the Plan Administrator is authorized to initiate payment of Plan benefits if a participant, spouse, beneficiary, or any other person entitled to Plan benefits has not completed and filed an application for the benefit before the required commencement date. Under these circumstances, Plan payments to a participant will be determined as of the required commencement date under the assumption that the participant is married to a spouse of the same age as the participant.