This Summary Plan Description (SPD) describes important features of the Plan. An Exhibit to the SPD which is not included in this document describes the benefit provisions that apply specifically to your location. You may request a copy of the SPD and Exhibit by choosing the "Forms and Materials" box on the *myLifeChoices.com* home page, which will direct you to the Request Materials Page.

Your Life Choices valuing what matters most

Georgia-Pacific LLC Hourly Pension Plan Summary Plan Description

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Introduction

The Georgia-Pacific LLC Hourly Pension Plan (the "Plan") is maintained by Georgia-Pacific LLC (the "Company") to provide eligible employees of the Company and certain of its affiliates that have adopted the Plan with income at retirement. Under this plan, your pension benefit is determined by a formula that takes into account your service with the Company. Once vested, you are entitled to a benefit from the Plan, even if you leave before you retire.

This summary plan description (SPD) describes the Plan in effect on January 1, 2016, and replaces all earlier SPDs. Please read this SPD carefully so you can understand the important features of the Plan. This SPD is supplemented by an Exhibit that describes Plan features that apply specifically to your location. Throughout this document you will be directed to your Exhibit for certain information, such as the benefit level used to calculate your benefit, and any special provisions, such as optional payment methods available to you. Your Exhibit, together with this document, constitutes the SPD for the Plan.

While every effort has been made to accurately reflect Plan terms, this is only a summary and many details of the Plan are not included. If there is anything that is not clear or there is a conflict between the Plan document and this summary, the official Plan document will control and is binding on all parties. You may review the Plan document by contacting the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch.

The Plan cannot be changed by written or oral statements made to you by the Plan Administrator or other personnel.

Important Note

Please refer to your Exhibit for a description of the formula used to calculate your benefit.

The Plan covers hourly employees in the United States at various Company and subsidiary operations. A list of all the groups who participate in this Plan may be obtained upon written request to the Plan Administrator. Your Exhibit outlines the group at your location that is participating in this Plan. The Plan is subject to collective bargaining agreements for locations where an agreement has been made between the Company and a union. If you do not have your Exhibit, you may contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch and your Exhibit will be mailed to you.

Eligibility

You are eligible to participate in the Plan immediately upon your hire date with the Company or a subsidiary if you are a member of a participating group at a location where the Plan is in effect. The Exhibit to the SPD describes the participating group at your location. If you are covered by a collective bargaining agreement at your location, and that agreement provides for participation in the Plan, you will be eligible to participate in the Plan.

If your employment status changes and you transfer from salaried to hourly status or from a division or location not covered under the Plan, you will begin to participate in the Plan on your transfer date. If you were a participant in a plan that was merged into the Plan, you will be eligible immediately for participation in the Plan as of the effective date of the merger (see the Exhibit to the SPD).

You are **not** eligible to participate in the Plan if you are:

- A leased employee on the payroll of an outside firm;
- A temporary employee who is not paid by the Company;
- A salaried employee of the Company;
- Included in a unit of employees covered by a collective bargaining agreement that does not provide for participation in the Plan;
- Earning a retirement benefit under a multiemployer plan to which the Company or an affiliate contributes (unless the applicable Exhibit specifically provides otherwise); or
- Classified by the Employer as an independent contractor.

The Company will determine the employment status of an individual. If a court later declares you to be an employee of the Company for a period that the Company has deemed you a leased employee, contract worker or other non-employee designation, the Company's designation will stand for purposes of this Plan.

Service and Vesting

Your service with the Company is measured in different ways. Your service is counted to determine your:

- Vesting service, which is used to determine if you:
  - Can take early retirement; and
  - Have a right to a benefit when you retire or leave the Company; and
- Benefit service, which may be used to calculate the amount of your benefit.

Vesting Service

This provision does not apply to participants covered by Exhibits 215-B, 261-B, 262-B, 266-B and 269-B.

Vesting refers to your right to receive a benefit from the Plan.

Your vesting service begins on your hire date and ends when your employment ends. You earn one full year of service for every completed year of service during that period. All of your years of employment with the Company or an affiliate—as an hourly or salaried employee—count as vesting service under the Plan, subject to the break in service rules.

You are 100% vested if you:

- Complete at least five years of vesting service; or
- Reach age 65 (normal retirement age) while you are an active participant.

Unlike benefit service, vesting service is measured on an "elapsed time" basis, counting days worked. For example, if you worked continuously with no breaks in service from a hire date of March 8, 2017, you will be vested on March 7, 2022, if you work that day. If you terminate employment before March 7, 2022, you will not be vested and you could lose your benefit service.

If your employment terminates because you retire, quit or are discharged, but you return to work within 12 months, you will get vesting service credit for the period you were gone. However, if you were first absent for any other reason, and you later retire, quit or are discharged and then return to work, you must return within 12 months of the date you were first absent to get vesting service for the time you were gone.

Years of vesting service (full and partial) do not have to be consecutive, as long as they are not lost under the break in service rules.

If you came to the Company through an acquisition, your continuous years of service with the acquired company or business immediately before the acquisition count for vesting to the extent provided in the applicable acquisition agreement or if the qualified plan previously maintained by the acquired company continues to be maintained by the Company. However, if you participated in a qualified plan at the acquired company or business, your vesting service immediately before the acquisition, for purposes of the Plan, will be limited to the years of vesting service credited under your former plan immediately before the acquisition closed.

Benefit Service

This provision does not apply to participants covered by Exhibits 056-B, 085-B, 215-B, 261-B, 262-B, 266-B and 269-B.

Your benefit service is used to determine your Plan benefit.

Service is counted from your hire date (or, if later, the date you become eligible to participate in the Plan, as described in the "Eligibility" section) to the date you terminate employment (or, if earlier, the date you are no longer covered by the Plan).

Years and calendar months of service are counted to determine your total benefit service. One calendar month of service counts as 1/12 of a year of service. For example, if your benefit service totaled 17 years and seven calendar months, your benefit would be calculated using 17 and 7/12 years of service. You receive credit for a full calendar month for any partial calendar month you work. For example, if your hire date is May 29, you receive benefit service for the entire month of May.

Multiple periods of service may be added together to determine benefit service. However, periods of service excluded under the break in service rules and any period during which you were paid on a salaried basis or worked for some other division or location not participating in the Plan are not counted.

If you participated in another hourly retirement plan sponsored by the Company or affiliated company before your coverage under this Plan, service used to calculate your benefit under that plan may be considered benefit service under this Plan. If so, your Exhibit may have additional information about how benefit service under the prior plan is credited under this Plan.

Special Service Rules for Exhibits 215-B, 261-B, 262-B, 266-B and 269-B

Benefit service for participants in Exhibits 261-B, 262-B, 266-B and 269-B and vesting service for participants in Exhibits 215-B, 261-B, 262-B, 266-B and 269-B is determined based on an hours counting method as shown in your Exhibit. The term break in service, with respect to participants in Exhibits 215-B, 261-B, 262-B, 266-B and 269-B is defined in your Exhibit.

Break in Service

This provision does not apply to participants covered by Exhibits 215-B, 261-B, 262-B, 266-B and 269-B.

You have a break in service if you terminate employment and are not rehired within 12 months. When this occurs, you stop earning years of benefit and vesting service. Your previous benefit service may be lost unless you return to work for the Company within six years of your termination.

Your termination of employment is the earlier of the:

- Date you retire, quit, are discharged or die; or
- First anniversary of your absence (with or without pay) for a reason other than those listed above, such as vacation, holiday, leave of absence, disability, sickness or layoff.

A break in service can affect both your benefit service and your vesting service.

- *If you are vested* when your employment ends, you keep your prior vesting service if you are rehired. Unless you received a lump-sum distribution of the benefit you had earned to the date your employment previously ended, you will keep the benefit associated with your prior service and the pension rate in effect at your previous termination date. Any benefit service you earn after your rehire date will be used to compute an additional benefit reflecting the pension rate in effect when you again terminate.
- *If you are not vested* when your employment ends, but your break in service is less than six consecutive years, your previous years of service earned before your termination will be restored to you if you are rehired.
- *If you are not vested* when your employment ends and your break in service is six consecutive years or longer, you will lose all of your prior service.

For example, if you worked for the Company for three years and then went to work for another company, you would have to return to work with the Company within six years or you would lose the benefit and vesting service you had earned. If you return within the six-year period, you will immediately participate in the Plan and you will get back your benefit and vesting service. However, if you are rehired after six years, although you will participate in the Plan immediately, you will lose your prior benefit and vesting service.

Special Service Rules for Exhibits 215-B, 261-B, 262-B, 266-B and 269-B

If you are covered by Exhibit 261-B, 262-B, 266-B or 269-B, you stop earning benefit service and vesting service under the hours counting method as described in your Exhibit.

If you are covered by Exhibit 215-B, you stop earning vesting service under the hours counting method as described in your Exhibit.

Your Plan Benefit

Your benefit is calculated using your benefit level and your benefit service when you leave the Plan.

The payment you receive will generally be reduced if:

- Benefit payments start before your normal retirement date (see "Early Retirement" below); or
- Payments are to continue to someone else after your death (see the "Your Payment Options" section).

Accrued Benefit at Termination

Your accrued benefit will be calculated when you leave the Plan using this formula:

Benefit level (see your Exhibit) x (benefit service) = Monthly Accrued Benefit

Leaving the Plan means that you terminate employment with the Employer or transfer within the Company to a business or position not participating in this Plan. If you return to the same covered group within a year of leaving the Plan, the benefit service you earned *before* you left the Plan will be added to the benefit service earned *after* your return to calculate your pension. However, if you return to the same covered group after more than a year, your initial monthly accrued benefit is frozen. Once you return, a second monthly accrued benefit is calculated using benefit service from your return date and the benefit level in effect when you again leave the Plan.

If you transfer from one participating group to another participating group covered by this Plan, your retirement benefit will equal the sum of the benefits earned at each participating group. The benefit earned at any such group will be calculated using your benefit service earned while employed at that participating group and the benefit level in effect for that participating group at the time of transfer. If you transfer after the first day of a month, your benefit level for that entire month will be the benefit level in effect for the group from which you transfer. Participating groups are defined on your Exhibit(s).

When You Can Begin Receiving Benefits

Benefit payments are not automatic—you must apply for them when you are ready to retire (see the "Applying for a Benefit" and "Claims and Appeals" sections for more information).

There are four types of retirement under the Plan:

- Normal retirement;
- Early retirement;
- Late retirement; and
- Deferred vested retirement.

In addition, if you become disabled while actively employed, you may be eligible for a disability benefit under the Plan.

Normal Retirement

You are eligible for a normal retirement benefit as of the first day of the month on or after your 65th birthday.

If you are an active employee of the Company or its affiliates on or after your normal retirement date, you may not begin receiving a retirement benefit until you terminate employment. You will continue to earn benefit service until your termination date, and you can apply for your retirement benefit after that date. Please see the "Situations Affecting Your Benefit" section for more information.

Please refer to your Exhibit for the benefit level and any special provisions applicable to you, as well as an example of a normal retirement benefit calculation.

If you are married, the Plan will pay your accrued benefit in the form of a 50% joint and survivor annuity. If you are single, it will pay your accrued benefit in the form of a single life annuity. These forms of payment are called the "automatic" form of payment. **You may choose to receive your benefit in any form, but your spouse must agree to your choice if you are married.**

Early Commencement

If the lump-sum value of your benefit is more than $5,000 but less than $50,000, you may take a lump-sum payment at any time after you terminate, or you may begin receiving annuity payments once you meet the requirements for early retirement. If the lump-sum value of your benefit is $50,000 or more, you may begin receiving payments on any date after you terminate employment, as early as age 55.

Payments will always begin on the first day of the month. However, if you choose to begin receiving your benefit before age 62, your benefit will be actuarially reduced to take into account payments beginning earlier and being paid over a longer period of time.

Please refer to your Exhibit for more information.

Early Retirement

You may take early retirement benefit if, when you terminate employment, you are age 55 or older **and** you have at least five years of vesting service.

Your early retirement benefit is calculated just like a normal retirement benefit using the benefit level and benefit service as of your termination date or, if earlier, the date you stopped participating in the Plan. This initial amount will be reduced for your early retirement if you retire before age 62. The reduction is 0.5% for each full calendar month (6% for each full year) between your early retirement date and the first day of the month on or next following your 62nd birthday.

If You Are Covered by an Exhibit That Ends in the Letter "B"

The eligibility and calculation provisions described under "Early Retirement," "Early Commencement" and "If You Become Disabled" above may be replaced by the eligibility and calculation provisions in your Exhibit, as applicable.

Late Retirement

If you continue to work past your normal retirement date, you will continue to earn benefit service and you are eligible for a late retirement benefit once you retire. Your late retirement benefit will be the greater of:

- Your benefit calculated like the normal retirement benefit but using your years of benefit service and the benefit level applicable at the time you retire; or
- Your normal retirement benefit (calculated using your years of benefit service and the benefit level applicable on your normal retirement date) actuarially increased to reflect the late start of the payments.

Your benefit will not begin until you actually retire. The Department of Labor considers this a suspension of benefit since, if you retired at your normal retirement date, your benefit would be paid to you at that time.

Once you reach age 70-1/2, you may begin receiving your benefit at any time, even if you are still working. If your benefit begins after age 70-1/2, your accrued benefit will be actuarially increased to reflect the value of the payments before age 70-1/2 that you did not receive.

Your late retirement benefit will begin on the first of the month after you actually retire from the Company.

Deferred Vested Retirement

If you are fully vested and terminate employment before becoming eligible for normal or early retirement, you will qualify for a deferred vested pension. Your monthly pension, payable at age 65, is calculated as under "Accrued Benefit at Termination." However, you may elect to receive a reduced benefit as early as age 55. If you prefer, you may delay payment of your vested benefit until age 62 or later to receive an unreduced vested pension.

If You Become Disabled

If you become disabled while you are an active participant in the Plan, you may be entitled to a benefit if you:

- Were fully vested on or before your last day worked when you become totally disabled;
- Were an active participant in the Plan on the date you become totally disabled, as determined by the Social Security Administration;
- Are considered totally disabled, as shown by receipt of a Social Security disability award (which must be submitted to the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch); and
- Remain totally disabled on the first day of the month after you have been totally disabled for six months, or if later, after you meet *all* the requirements above.

Your Social Security disability award will show the month, day and year your disability began. Because you must be eligible for a Social Security disability benefit to receive a disability benefit under the Plan, you should apply for Social Security disability as soon as possible after your disability begins.

You are considered an active participant in the Plan if you are a participating hourly employee and you are actively at work, on vacation or on an approved leave of absence for less than one year on the date you became totally disabled. You are *not* considered an active participant if you transfer to a location not covered under the Plan or you are working as a salaried employee.

Your monthly disability benefit will be calculated using the formula shown under "Accrued Benefit at Termination." Generally, you will receive benefit service credit for the six-month waiting period. If you are on an approved leave of absence when you became disabled and the end of the six-month waiting period extends past one year after your last day worked, you will receive benefit service credit only for the period before the first anniversary of the day you last worked. You will not accrue any benefit service while you are disabled except during your waiting period. The benefit level used to calculate your disability benefit will be the level in effect on the date your disability benefit starts.

To continue receiving a disability benefit under the Plan, you must submit proof that you are still eligible for a Social Security disability benefit. The Plan Administrator will request this information no more frequently than once every year.

Disability benefit payments will stop if you recover or you do not provide proof that you are still disabled. If your disability benefit stops, it may be reinstated after you provide proof of continuing disability to the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch. You may also apply for an early or normal retirement benefit once you have met the age requirement.

Disability benefit payments are made monthly as of the first day of the month after the later of six months of absence from work due to total disability or six months from your Social Security disability onset date. However, your first check may be delayed if you have not applied for your benefit in a timely manner or all the requirements are not met on that date.

As long as you remain and provide proof that you continue to be totally disabled, your benefit will continue until your normal retirement date. At that time, your disability benefit will be discontinued and you must apply for your normal retirement benefit. You will be able to elect a different form of payment and beneficiary, if you would like to do so. Once you begin to receive your normal retirement benefit, you will not be required to submit proof of your disability to the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch.

Example

- Assume you are age 50 and your last day worked is May 15, 2017.
- Your disability onset date from your Social Security disability award letter is May 15, 2017.
- Your disability continues through November 30, 2017.

You will receive benefit service up to November 15, 2017 (service for May plus an additional six months) and the benefit is calculated using the benefit level in effect on December 1, 2017 (benefit level at the end of the six-month waiting period). The first benefit payment will be issued on December 1, 2017.

If You Die While Receiving Disability Benefits

If you die while receiving disability benefits from this Plan and:

- You are *married to the same spouse* as when your benefits started, continuing benefits to your spouse will depend on the form of benefit you selected. If you were receiving your benefit in the form of a joint and survivor annuity, your spouse will receive the applicable percentage of your disability benefit for the rest of his or her life. If you were receiving your benefit in another form, your spouse will receive the greater of continued payments under the form of payment you elected, or the benefit described under the "If You Die *Before* Your Benefit Begins" section.
- You are *married to a different spouse,* your spouse will receive the death benefit describe under the "If You Die *Before* Your Benefit Begins" section. If you were receiving your disability benefit in the form of a joint and survivor annuity or a certain and life annuity, no benefit is payable to your prior beneficiary.
- You are *single* no benefit is payable to anyone after your death.

Your Payment Options

When Your Benefit Is Payable

Generally, your benefit will start as soon as administratively possible, on the first day of the month after your completed application is approved by the Plan Administrator. If you retire early, your benefit will be reduced to reflect the longer payment period. If you retire after age 65, your benefit will be actuarially increased from the later of your normal retirement date or your termination date, to reflect the later benefit start date.

If you are vested when you leave the Company, you may be eligible to receive your benefit starting at any age, depending on the form of payment you elect.

You are not eligible to receive your vested benefit until after you no longer work for the Company or an affiliated company. For example, if you earn a vested benefit under this Plan and, transfer to another Company location or status not covered by the Plan, you would not be eligible to receive payment of your vested benefit from this Plan.

If you work past normal retirement age, your benefit will begin on April 1 after the later of the year you turn age 70-1/2 or you terminate employment. If you are still actively employed at age 70-1/2, you have the option of starting your retirement benefit while you are still working.

When you apply for your retirement benefit, you will receive information that shows the actual amount you are entitled to receive. You will be able to choose between receiving your pension in the Plan's "automatic form" of payment or an optional form.

Automatic Form of Payment

How your benefit is paid depends on the lump-sum present value of your benefit and your marital status when pension payments begin.

Benefits Valued at $5,000 or Less

If the lump-sum present value of your benefit when you retire is $1,000 or less, it will be paid in a lump sum. You will not be able to elect another form of payment, nor can you delay payment until your normal retirement date. You will have the option to roll the payment into either another employer's qualified retirement plan or into an Individual Retirement Account (IRA).

If the lump-sum present value of your benefit is between $1,000 and $5,000, it will automatically be rolled over into an IRA in your name, unless you elect to have it paid to you in cash or rolled over to another qualified plan or an IRA of your choice.

Benefits Greater than $5,000

If the lump-sum present value of your benefit is greater than $5,000, it will be paid as follows.

- *If you are married,* your benefit will be paid as a 50% joint and survivor annuity. You receive a reduced monthly benefit for your life and, after you die, your spouse will receive a monthly benefit equal to 50% of your retirement benefit for the rest of his or her life. If your spouse dies before you, your pension ends at your death. Payments will not continue to another beneficiary.
- *If you are single*, your benefit will be paid as a single life annuity. You will receive equal monthly payments for your lifetime only. No payments will be made to anyone after your death.

Optional Forms of Payment

You may also elect to receive your pension in one of several optional forms of payment. If you are married and want to select a payment option other than the automatic form (the 50% joint and survivor annuity), the law requires your spouse to provide written, notarized consent to the specific payment option you elect.

If you are eligible for early or normal retirement, you may choose one of the following optional forms of payment:

- 50%, 75% or 100% joint and survivor annuity;
- Life income with 36 months guaranteed;
- Lump-sum payment (if your lump-sum benefit is between $5,000 and $50,000); and
- Single life annuity.

Note: If you are married when benefit payments start, you must have your spouse's written, notarized consent to receive your benefit in one of the optional forms of payment. (You may elect a beneficiary other than your spouse without his or her consent if you can prove to the Plan Administrator that you cannot locate your spouse.)

Joint and Survivor Annuity

If you elect a 50%, 75% or 100% joint and survivor annuity, you will receive equal monthly payments for your lifetime. After your death, your spouse, if living, will receive 50%, 75% or 100% of your payment amount every month for the remainder of their lifetime. You pick the percentage to be paid to your spouse.

Under a joint and survivor annuity, you receive a reduced benefit to reflect the fact that payments will be made over two lifetimes. The larger the percentage you choose to have paid to your spouse, the more your benefit is reduced and the smaller your own monthly payments will be. Your spouse cannot be changed once payments begin. If your spouse dies before you, payments end at your death. (This form of payment is not available to an alternate payee under a Qualified Domestic Relations Order, or QDRO.) These annuities are only available to married participants.

Life Income Annuity with 36 Months Guaranteed

You will receive a reduced monthly benefit for your life, with the last payment made on the first of the month in which you die. However, if you die before you receive 36 monthly payments, your beneficiary will receive any remaining monthly payments in a lump sum. If you have received 36 or more payments when you die, your beneficiary will not receive a benefit.

Lump-Sum Payment

If the present value of your accrued benefit is less than $50,000, you may receive your benefit as one payment based on the applicable interest rate for the year of payment and current mortality tables.

Single Life Annuity

The single life annuity, described above as the automatic form of payment if you are single, is an optional form of payment if you are married. You will receive equal monthly payments for your lifetime only. No payments will be made to anyone after your death.

Important Note

If you participated in another Company or affiliated company plan that was merged into this Plan, or if you are covered by an Exhibit that ends in the letter B, other benefit payment options may be available. See your Exhibit for your location for details or contact the Koch Retirement Solutions Center at (877) 344-5772 or at www.resources.hewitt.com/koch.

Choosing Your Form of Payment

Pension payments are not automatic. You must complete the necessary forms and apply for your benefit.

If you are entitled to a benefit from the Plan, contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch to request your retirement packet. This packet includes the amount of your accrued monthly benefit at normal retirement age, as well as amounts and descriptions of the various forms of benefit for which you are eligible at your benefit start date. You may need to provide certain information, such as a birth certificate or marriage certificate.

You may turn in your benefit election form (and your spouse's signed consent form, if required) up to 180 days before your retirement date. You may change your mind and revoke or change any benefit election you have made at any time before payments start (subject to your spouse's consent). Once the first payment is made, your choice becomes final.

Depending on the form of payment you choose, you may need to name a beneficiary who will receive payments after your death.

Situations Affecting Your Benefit

This section describes certain circumstances that may affect your participation in the Plan or cause you to lose some or all of your benefit.

Military Leave

If you are absent from employment with the Company because of your service in the uniformed services of the United States, you may be entitled to reemployment rights and benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which may entitle you to special rights under the Plan with respect to your period of qualified military service. Contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch if you think you may be entitled to any of these rights.

If You Return to Work After Retirement

If you are rehired with the Company or a subsidiary after benefit payments have begun, you must notify the Koch Retirement Solutions Center at (877) 344-5772 as soon as possible of your reemployment. Payments will be stopped until you retire again and request your benefit from the Plan Administrator.

If you are rehired after age 65 and you work fewer than eight days* each calendar month, you may request, in writing, that the Plan Administrator reinstate your benefit payments. You must certify in your request that you will work fewer than eight days each month. You have the right to ask the Plan Administrator if your reemployment would cause your benefit to be stopped. Please refer to the contact information under the "Administrative Information" section to ask whether your benefit will continue or be stopped.

* *If you are covered by an Exhibit that ends in the letter "B" and uses the hours counting method for calculating benefit service or vesting service, "eight days" is replaced by "40 hours" for this suspension of benefit provision.*

At the end of the period of reemployment, your benefit payments will resume and you will receive credit for any additional service earned.

If You Participated in a Prior Plan

If you participated in a plan that was merged into this Plan, certain special provisions, including additional benefits and/or optional benefit payment forms, may apply. Refer to your Exhibit to see if this applies to your participating group. If you terminated employment before the date your participating group was covered under this Plan, your benefit will be calculated under the provisions of the prior plan; however, your benefit will be administered from this Plan. Information about how your benefit was calculated under the prior plan can be obtained upon written request to the Plan Administrator.

When a Benefit Is Not Payable

The Pension Plan is designed to provide benefit payments to all eligible employees. However, there are some situations where the Plan will pay a limited benefit or no benefit at all:

- If you leave before being vested, no benefit will be paid to you.
- If you do not apply for your benefit or fail to provide the information needed to compute your benefit, no benefit can be paid.
- No benefit will be paid over the Plan's legally specified maximum limitations. If the limitations do apply, you will be notified when you retire.
- You could lose a portion of your benefit if the Plan is terminated without enough assets to pay all benefits. However, the Plan is covered by the Pension Benefit Guaranty Corporation to help provide some, if not all, of your benefit if this happens (see the "Pension Benefit Guaranty Corporation" section).

Overpayments from the Plan

If the Plan mistakenly pays you more than you are due for any reason, the Plan Administrator may reduce future payments to you or your beneficiary, to recover the erroneous amounts you received.

If You Cannot Be Located

If you are eligible to receive a benefit from the Plan, but you cannot be found, you will not receive your Plan benefit. If you later make a claim to the Plan Recordkeeper for your benefit, your benefit will be reinstated.

Beneficiary

If you are married, your spouse is automatically your beneficiary. You may name a beneficiary other than your spouse if he or she agrees to waive any right to your account balance. Once waived, your spouse cannot change that agreement. If you remarry, any earlier beneficiary designation is invalid unless your new spouse agrees. Note that once you begin receiving joint and survivor benefit payments, you cannot change your beneficiary.

Spousal Consent

Your spouse's consent must be in writing, be witnessed by a notary and acknowledge the specific non-spouse beneficiary. If you change your designation, your spouse must again agree to the change. (You may elect a beneficiary other than your spouse without his or her consent if you can prove to the Plan Administrator that you cannot locate your spouse.)

If you are single, your beneficiary will be the person(s) named on your beneficiary designation form. You may name a beneficiary at any time by logging-on to www.resources.hewitt.com/koch or calling the Koch Retirement Solutions Center at (877) 344-5772. If you did not name a beneficiary, your benefit will be paid to your estate.

Important Note

Your signed beneficiary designation form must be received and approved by the Plan Administrator before your death to be valid.

The following rules apply:

- *If you are married when you die but were single when you named your beneficiary,* your beneficiary designation will be void unless your spouse is the beneficiary or consents to the designation as described above.
- *If you are single when you die but were married when you named your beneficiary,* your benefit will be paid as if your former spouse had died before you.
- *If you are married when you die but were married to a different spouse when you named your beneficiary,* the designation will be void unless your new spouse consents to it as described above.
- *If your beneficiary dies after you but before your benefit is fully distributed to your beneficiary,* any remaining benefit will be paid to his or her estate.

Death Benefit

Although the Plan is primarily designed to provide you with an income for life after you retire, it also can be a valuable source of financial protection for your family. The Plan offers financial protection for your surviving spouse if you die before your benefit payments begin.

A benefit will not be paid until your surviving spouse calls the Koch Retirement Solutions Center at (877) 344-5772 to request a retirement kit. If your surviving spouse does not apply for a benefit until after the date you would have reached age 65, the death benefit will be actuarially increased for the period from the later of your normal retirement date or the first day of the month after your termination date until the date your surviving spouse's benefit begins.

If You Die *Before* Your Benefit Begins

If you are married, vested and die before you begin to receive your benefit, your spouse will be eligible to receive a monthly benefit for the remainder of his or her life. This benefit will be paid to your spouse whether you are actively employed when you die or you have terminated employment.

The benefit amount payable to your spouse upon your death is based on the benefit you earned as of your date of death (or prior termination of employment). The monthly benefit will be one half (50%) of the monthly amount you would have received if you retired with a 50% joint and survivor annuity beginning at your earliest retirement date (or a later date if elected by your spouse). Payments will begin when you first would have been eligible to begin receiving a benefit from the Plan; however, your spouse may postpone receiving payments until as late as your normal retirement date.

For benefit payments, spouse or surviving spouse means the spouse to whom you are married when you die or benefit payments begin, whichever occurs first. If you retire with a joint and survivor annuity and your spouse dies before you, no benefit is payable to anyone after your death even if you remarry. If you elect to receive a joint and survivor annuity and you and your spouse are divorced after benefit payments begin, your ex-spouse will still be considered as your surviving spouse. If you die before benefit payments have begun, surviving spouse means the spouse to whom you are married on the date you die (or your former spouse if determined by a qualified domestic relations order).

If you are single, vested and die before your benefit begins, then no benefit will be payable to anyone.

If You Die *After* Your Benefit Begins

If you die ***after*** you start receiving your retirement benefit, any death benefit will be determined by the form of payment that you chose when you started receiving your retirement benefit. If payments continue in your name and are incorrectly accepted by a relative, estate or other person, any benefit payable to your beneficiary will be reduced until the overpayments are collected by the Plan.

Applying for a Benefit

When you decide to retire or terminate from active service with the Company and all affiliated companies, and start receiving your benefit, you must apply (e.g., file a claim). You (or your beneficiary) must furnish certain information to receive any benefit under the Plan. Appropriate forms for this purpose are available at www.resources.hewitt.com/koch or by contacting the Koch Retirement Solutions Center at (877) 344-5772. The information to be filed with your application includes copies of birth certificate(s) and your marriage certificate, if applicable. Also, any election or waiver of an optional method of payment will have to be filed, as required, before payments can begin.

As soon as you decide to retire or terminate employment, you should notify your supervisor and Human Resources representative of your plans and your intended last day of work.

No Changes

Note that once benefit payments begin, you cannot change your beneficiary or your form of payment.

For more information about applying for a benefit, see the "Claims and Appeals" section.

Income Tax Implications

Your benefit is fully taxable as ordinary income when you receive it, unless you roll it over to a traditional IRA or another employer's plan. If you receive a single lump-sum distribution before age 59-1/2, your benefit (if not rolled over) may be subject to an additional 10% penalty tax as well as ordinary income taxes. The additional 10% tax may not apply if your distribution is:

- Paid after you separate from service if you will be at least age 55 in the year of separation;
- Paid due to disability;
- Paid as a series of equal payments over your life or life expectancy (or of your and your beneficiary's lives or life expectancies);
- Used to pay for certain tax-deductible medical expenses;
- Paid directly to the government to satisfy a federal tax levy;
- Paid after your death; or
- Paid under a Qualified Domestic Relations Order.

If you choose a lump-sum distribution of your benefit, federal law requires withholding 20% of your distribution unless you directly roll over the amount to a traditional IRA or another employer's eligible retirement plan. The withheld amount applies toward your income taxes for the year in which you receive the distribution.

To avoid the 20% withholding, have your distribution rolled over directly into a traditional IRA or another eligible plan that accepts rollovers. You will not pay taxes until you take the money out of the traditional IRA or eligible plan.

Because tax laws are complex and subject to change, this information is intended only as a general guideline based on our understanding of the federal income tax law in effect in 2016. For your own protection, you should consult a tax specialist before you receive any Plan money that is subject to tax.

Rolling Over Your Plan Benefit

In general, if you receive your benefit in a single lump-sum distribution before you reach age 70-1/2, you may roll it over. Rolling over a distribution generally allows you to defer paying taxes on the distribution. If you choose an annuity form of payment, you may not roll over your payments.

You may roll over a lump-sum distribution to another tax-qualified plan, such as an individual retirement account or another employer's eligible retirement plan, such as a 401(k), 403(b) or 457(b) plan.

If you die and your surviving spouse receives a single lump-sum distribution of your benefit, he or she may roll it over to an individual retirement account or to another employer's eligible retirement plan. If you die and your beneficiary is not your surviving spouse, your beneficiary may roll over any lump-sum distribution of your benefit to an inherited individual retirement account, but not to another employer's eligible retirement plan.

Claims and Appeals

Contact the Koch Retirement Solutions Center when you are ready to retire. You'll receive information about your benefit amount and payment options and all necessary forms. You may need to provide certain information, such as a birth certificate or marriage certificate. Benefits are determined by the Plan provisions in effect when you terminate employment with the Company. Any Plan changes after that time are reflected in your benefits only to the extent required by law.

If you want an estimate of your pension benefit, you should also contact the Koch Retirement Solutions Center at (877) 344-5772 or visit the Plan's website at www.resources.hewitt.com/koch.

Initial Claims

A claim is made whenever you or your beneficiary submits a request for benefits. If your request is denied or you believe there is a discrepancy with the information you received, you may submit a formal claim. Generally, when you submit a formal claim, the Plan Administrator reviews the claim and lets you know its decision within 90 days. However, if the Plan Administrator determines that due to special circumstances it needs more time to make a decision, it may ask for up to 90 days more to make a decision (for a total review period not to exceed 180 days). If the Plan Administrator needs more time, you will be notified in writing before the end of the initial 90-day review period.

If your claim is denied in whole or in part, the Plan Administrator will provide you with a written notice that:

- Explains the reason or reasons for the decision;
- Includes specific references to Plan provisions used in making the decision;
- Documents your right to receive, at your request and free of charge, reasonable access to, and copies of, all Plan documents, records and other information applicable to your claim;
- Provides a description of any additional material or information that might help the Plan Administrator make a decision, including an explanation of why this information may be necessary; and
- Describes the appeals procedures and related filing deadlines, including your right to bring a civil legal action under the Employee Retirement Income Security Act of 1974 (ERISA) if the claim continues to be denied on review.

If you have not been notified of the Plan Administrator's decision within the applicable 90- or 180-day review period, you can consider your claim denied and you may file an appeal.

Appeals

You may appoint a representative to act on your behalf in filing a claim for benefits or appealing a denied claim. If your claim is denied in whole or in part, you (or your authorized representative) may appeal the decision by submitting a written request for review within 60 days after the date of the denial notice. If you do not file a written request for review within this period, your right to review will be considered waived.

Your written request for review must be sent to the following address:

Georgia-Pacific LLC Benefits Appeal Committee
c/o Koch Business Solutions, LP
100 Peachtree Street NW, 6th Floor
Atlanta, GA 30303

You may submit written comments, documents, records and other information relating to the claim even if you did not provide that information when you first filed your claim. Additionally, if you ask, you may have reasonable access to and copies of all documents, records and other information related to the claim, at no charge.

The Committee will review your appeal, and will take into account all documents, records and other information submitted that relate to your claim.

Generally, the Committee will make its decision within 60 days after it receives your appeal. However, if the Committee determines that special circumstances require more time, the Committee may request up to 60 more days to make its decision. If this is the case, the Committee will tell you, in writing, of any extension before the first 60 days are up. The notice will let you know why the extension is needed and the date by which the Committee expects to make a decision.

If your appeal is denied, the Committee will provide you with a written notice that:

- Explains the reason or reasons for the decision;
- Includes specific references to Plan provisions used in making the decision;
- Documents your right to receive, at your request and free of charge, reasonable access to, and copies of, all Plan documents, records and other information applicable to your claim; and
- Describes your right to bring a civil legal action under ERISA.

If you follow **all** of these procedures and are not satisfied with the decision on your appeal, you may file suit in court to review the Plan's decision. Any action must begin no later than 12 months after the date:

- The Committee sends you written notice of its final decision on your appeal; or
- Your claim is denied or deemed denied if you did not file an appeal within the required timeframe.

Administrative Information

This section provides important administrative and legal information about the Plan, including Plan identification and contact information.

Plan Name	Georgia-Pacific LLC Hourly Pension Plan
Plan Number	070
Plan Type	Defined benefit pension plan. This means that your benefits are based on a set formula so that your future benefit can be determined by that formula.
Plan Year	January 1 through December 31
Plan Sponsor and Plan Administrator	**Plan Sponsor/Plan Administrator:** Georgia-Pacific LLC c/o Koch Business Solutions, LP 100 Peachtree Street NW, 6th Floor Atlanta, GA 30303 (800) 700-3365 A complete list of Georgia-Pacific affiliates that are covered by the Plan can be obtained by submitting a written request to the Plan Administrator
Employer Identification Number	93-0432081
Agent for Service of Legal Process	CT Corporation System 1201 Peachtree Street NE, Suite 1240 Atlanta, GA 30361 Service of legal process may also be made upon the Trustee or the Plan Administrator
Type of Administration	Third party contract
Recordkeeper	Aon Hewitt 4 Overlook Point PO Box 1437 Lincolnshire, IL 60069-1437

Plan Administrator

The Plan Administrator has the full discretionary authority and power, as appropriate under Plan terms and applicable laws, to:

- Control and manage all aspects of the Plan;
- Determine who is eligible for Plan benefits;
- Interpret and construe the Plan terms and provisions;
- Determine questions of fact and law;
- Direct disbursements; and
- Adopt rules for administering the Plan.

The Plan Administrator may assign responsibility for Plan administration to others, including assigning discretionary authority to interpret Plan terms, direct payment of benefits and determining eligibility for Plan benefits.

The Company has also appointed an Investment Committee to select and monitor investment funds for the Plan.

Koch Retirement Solutions Center

The Plan has appointed Aon Hewitt to provide recordkeeping and website services as well as to provide services through the Koch Retirement Solutions Center. You can access the Koch Retirement Solutions Center as described in the "For Information About Your Benefit" section.

Address Changes

To be sure that you receive future benefit communications, please let the Company know if your address changes. If you are an active employee, notify the Human Resources Service Center at (800) 700-3365 of any change. If you are a terminated employee and have postponed your distribution, please contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch. Address changes will take effect immediately.

Employment Rights

Being a participant in this Plan does not grant you any current or future employment rights. Plan participation is not an inducement or condition of employment. Your right to benefits is determined solely under the Plan's provisions.

For Information About Your Benefit

If You Want To	You Need To Do The Following
• Designate a beneficiary or change your beneficiary designation • Determine your accrued benefit • Request a distribution of your benefit • Model your benefit • Request a statement	Call the Koch Retirement Solutions Center at (877) 344-KRSC (5772), 7:00 a.m. to 7:00 p.m. Central time Hearing Impaired (TTY): (800) 345-1833 International (877) 344-KRSC (5772), collect Internet: www.resources.hewitt.com/koch You can also contact the Koch Retirement Solutions Center at: 4 Overlook Point PO Box 1437 Lincolnshire, IL 60069-1437
Speak with a Koch Retirement Solutions Center representative	7:00 a.m. to 7:00 p.m. Central time, any business day (877) 344-KRSC (5772)

All calls to the Koch Retirement Solutions Center are recorded for your protection.

Your User ID and password (PIN) are required for access to your account information through either the Koch Retirement Solutions Center or at www.resources.hewitt.com/koch.

Collective Bargaining Agreement

This Plan may be maintained according to a collective bargaining agreement (if so bargained). If this applies, you have the right to examine the bargaining agreement governing the terms and conditions of your employment by contacting your local Human Resources representative. You may also request a copy of the agreement. There will be a copying charge.

Plan Trust Fund

All of the Plan's assets are held in a trust fund, which is the sole source of all benefit payments. The trust fund is a separate and distinct legal entity, and is not part of a company. The assets of the trust fund are not commingled with any corporate assets. Generally, no part of the trust fund can be attached by creditors of any Plan participant or of a company. Assets of the trust fund are held exclusively to pay Plan benefits and expenses, and cannot revert to or be paid to any company, except companies that perform services for the Plan, such as recordkeepers, auditors and investment firms.

The Plan's trustee is:

BNY Mellon
500 Grant Street
151-1057
Pittsburgh, PA 15258

Plan Costs

The Company is responsible for funding the Plan. No employee contributions are required or allowed. Required contributions, if any, are determined by the latest valuation of Plan assets and liabilities and is based on the recommendation of an independent pension actuary (a person specializing in pension costs). Distributions to Plan participants are distributed from the trust.

The trust may also be used to pay administrative costs associated with the Plan.

Pension Benefit Guaranty Corporation

The Company intends for the Pension Plan to continue. However, in the event the Plan is terminated, in whole or in part, the Plan's trust fund will be used to pay benefits to affected participants. If the Plan is terminated or there is a partial termination affecting you, you will immediately be fully (100%) vested as of the termination date. None of the money in the trust fund will be returned to the Company until all Plan liabilities have been satisfied.

Your pension benefits under this Plan are insured by the Pension Plan Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will pay some pension benefits.

The PBGC guarantees 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 the benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the 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 the Plan terminates; (5) certain early retirements payments (such as supplemental benefits that stop when you become eligible for Social Security) that results 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 your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC. You can contact the PBGC at:

Pension Benefit Guaranty Corporation
PO Box 151750
Alexandria, VA 22315-1750
(800) 400-7242

Additional information about the PBGC's pension insurance program is available through the PBGC's website at www.pbgc.gov.

Top-Heavy Rules

A retirement plan that primarily benefits key employees is called a top-heavy plan. Key employees are certain owners or officers of the Employer. A plan is considered top-heavy if the present value of the accrued benefits for certain key employees adds up to 60% or more of the accrued benefits of all employees.

If the Plan becomes top-heavy in any plan year, non-key employees may be entitled to certain additional benefits, and other special rules may apply. You will receive more detailed information if the Plan becomes top-heavy.

Right to Change Benefits or Terminate the Plan

No amendment to this Plan can retroactively reduce benefits you have already earned, except if required to comply with an act of Congress or an Internal Revenue Service rule. Although the Company intends the Plan to be permanent, the Company reserves the right to end, amend, suspend contributions or terminate it at any time. If the Plan is terminated, you will be 100% vested in your benefit and you will stop accruing additional benefits.

The Company may decide to continue the trust after the Plan terminates and pay out benefits as if the Plan had not terminated. Of course, no further contributions will be made. Otherwise, the Company will direct the trustee to make distributions (in the form of a lump-sum payment) as soon as administratively feasible and will terminate the trust as well.

Your ERISA Rights

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 Plan participants are entitled to the following rights.

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan 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.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65), and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Action 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 the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way just to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied in whole or in part, you have the 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 a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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 Administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan' s money, or 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 fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

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

Key Terms

To understand how the Plan works, you should be aware of some key terms.

Beneficiary—The person(s) you name to receive your benefit when you die. If you are married on the date you die, your spouse is automatically your beneficiary unless you named someone else with your spouse's notarized consent.

Break in Service—In general, a period of at least 12 consecutive months in which you do not perform an hour of service, beginning on your severance date. The first 12 months of your absence will not be included if your absence is for maternity or paternity reasons (e.g., pregnancy, birth of a child, placement of a child for adoption or child care after birth or adoption). However, if you are covered by Exhibit 215-B, 261-B, 262-B, 266-B or 269-B, refer to your Exhibit for the definition of break in service.

Company—Georgia-Pacific LLC.

Disabled, Totally Disabled—You are considered disabled if you qualify for Social Security disability benefits.

Normal Retirement Age—Age 65.

Normal Retirement Date—The first day of the month on or after your 65th birthday.

Qualified Domestic Relations Order (QDRO)—A legal order, part of a divorce or legal separation, that splits and changes ownership of a retirement plan to give the divorced spouse their share of the benefit. QDROs may grant ownership in your account to an alternate payee, who must be a spouse, former spouse, child or other dependent.

Spouse—Your legal spouse, as recognized under federal law.

2016

Georgia-Pacific LLC Hourly Pension Plan

Effective Date: 1/1/2016

Print Date: 1/2016