



Your

**Georgia-Pacific LLC 401(k)
Retirement Savings Plan
Summary Plan Description**

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Introduction

The Georgia-Pacific LLC 401(k) Retirement Savings 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 a way to save for retirement. Under the Plan, your account can grow with both your own and Company contributions. The Plan also lets you choose how your accounts are invested among a broad range of investment funds.

This summary plan description (SPD) describes the Plan in effect on January 1, 2019, and replaces all earlier SPDs. Please read this SPD carefully so you can understand the important features of 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 requesting a copy from the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

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

Eligibility

You are eligible to participate in the Plan if you are a salaried employee (or an hourly paid employee entitled to salaried benefits) of the Employer and you:

- Work in the U.S.; or
- Are a U.S. citizen working abroad at a Company facility and are paid on a U.S. payroll.

You are **not** eligible to participate if you are:

- An intern;
- An employee in specific job classifications at certain divisions, plants or locations as determined by the Company and set forth in the Plan;
- A leased employee on the payroll of an outside firm; 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.

When Participation Begins

You automatically begin participating in the Plan on your date of hire or, if later, the date you become eligible to participate in the Plan. This means you are automatically enrolled in, and make before-tax contributions to, the Plan. (See "Employee Contributions" for more information about your automatic enrollment in the Plan and your contributions.)

You are a newly eligible employee if, after December 31, 2005, you become eligible for salaried retirement benefits because you are:

- Newly hired;
- Rehired after a termination of employment;
- Transferred from an hourly to salaried position;
- Employed by Georgia-Pacific due to an acquisition;
- Hired into a permanent Georgia-Pacific position after working as a contingent employee; or
- Employed by Georgia-Pacific in the U.S. after working with Georgia-Pacific in a non-U.S. facility and being covered by foreign benefits.

See the "For Information About Your Benefit" section for information on how to enroll in the Plan and begin making contributions.

If You Transfer

If your employment status changes and you are no longer eligible to participate in:

- The Georgia-Pacific LLC Hourly 401(k) Plan (the Hourly 401(k) Plan) or the plan of an affiliated company, you may transfer your account balance into this Plan once you become an eligible employee; or
- This Plan and you become eligible for the Hourly 401(k) Plan (or the plan of an affiliated company), you may transfer your account balance to that plan.

You will receive a voluntary transfer kit from the Koch Benefits Solution Center soon after they are notified of your change in employment status. You may transfer your account at any time. The actual transfer of your account will occur as soon as administratively possible after the Koch Benefits Solution Center receives your paperwork. Contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772 if you have any questions.

When Participation Ends/Inactive Status

Your participation in the Plan normally ends when you no longer have a vested account balance in the Plan. However, your participation may end sooner if the Plan is terminated.

If you leave the Company, you will become an “inactive” participant until your vested benefits are paid to you. Once your vested benefits are paid to you, you are no longer a participant. If you are rehired after your vested benefits have been paid, you may become a participant again (see the “Re-employment” section).

While you are an inactive participant, you cannot contribute to the Plan, the Company does not make any contributions on your behalf and you cannot request a loan or hardship or other in-service withdrawal or make rollover contributions to the Plan.

Your account will continue to grow through investment earnings (or decrease through losses) until the vested amount in your account is paid out. You will continue to be able to direct the investments in your account.

Re-employment

If you terminate your employment and are later rehired as an eligible employee, you may resume participation in the Plan immediately.

If you are rehired, the period of employment credited to you before you left will automatically count towards your vesting and eligibility service after you are rehired. You must complete a history of service form using the Employee Self Service portal to ensure your prior service is properly counted. In addition, if your break in service is less than 12 months, you will also get credit for the period of your absence.

Employee Contributions

The Plan offers you several ways to save money for your retirement. You can contribute from 1% to 75% (in whole percentages) of your eligible pay each payroll period, and you choose what type of contributions you want to make. You may also be able to make catch-up contributions if you will be age 50 or older by the end of the calendar year.

The IRS limits the amount of eligible pay the Plan may use to determine contributions to your account, the total amount that can be contributed to your account during the year and how much you can contribute on a before-tax and/or Roth 401(k) basis. See the “Contribution Limits” section for details.

Eligible Pay

Eligible pay means the amounts actually paid to you in cash and categorized by the Employer on its payroll records as:

- Wages, base salary or commissions;
- Holiday and vacation pay;
- Incentive pay or incentive awards;
- Indirect labor costs;
- Idle time pay;
- Premium pay; or
- Pay for safety meetings or training.

Eligible pay also includes any before-tax contributions you make to a Company-sponsored 401(k) plan (including this Plan) or a Company-sponsored flexible benefits plan as well as any amount earned before termination of employment but paid up to 30 days after termination of employment.

Eligible pay does not include amounts categorized on the Employer’s payroll records as court settlements (other than for back-pay or wages), employee relations payments, executive life cash payments or pay outs, imputed income, miscellaneous income, severance pay, third party payments, tuition reimbursements, payments from the Performance Unit Payment Plan (PUPs) or other long-term incentive award plan, reimbursements for other allowable expenses (including fringe benefits and moving expenses) or any amount paid after your employment ends.

Before-Tax Contributions

Before-tax contributions to the Plan are made before federal (and in most cases, state and local) income taxes are deducted from the amount you elect to contribute. (Your before-tax contributions, however, are subject to Social Security taxes.) By saving on a before-tax basis, you have a dual tax advantage—your taxes are lower because your taxable income is lower, and your before-tax retirement account can grow without being taxed until you take a distribution.

Automatic Enrollment

When you are a newly eligible employee, you are automatically enrolled in before-tax contributions to the Plan equal to 3% of your eligible pay. (See the “Eligibility” section to determine if you are a newly eligible employee.) Contributions are initially invested in the qualified default investment alternative (QDIA), which is a fund selected by the Plan Administrator. (See the “Investing Your Account” section for more information about the Plan’s QDIA.)

Automatic Annual Increases in Your Before-Tax Contribution Rate

If automatic enrollment applies to you, your before-tax contribution rate is automatically increased each year by 1% of your eligible pay, up to a maximum of 8% (which is the maximum amount eligible for matching contributions).

Once payroll contributions begin, you may change or stop your automatic before-tax contributions, and/or transfer money out of the QDIA into other investment funds available under the Plan at any time.

Changes Related to Your Automatic Before-Tax Contributions

To contribute more or less than 3% of your eligible pay, and/or to invest in any of the other investment funds available under the Plan, you can make the change by contacting the Koch Benefit Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

If you are a newly eligible employee and do not want to contribute to the Plan, you may opt out by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772. You will receive a notice prior to your first automatic contribution informing you of the timeline by which you must act to stop automatic contributions before they begin. However, once enrolled in the Plan, you cannot receive a refund of any before-tax contributions already deposited on your behalf to the Plan.

Roth 401(k) Contributions

Unlike your before-tax contributions, Roth 401(k) contributions are made with after-tax dollars. With Roth 401(k) contributions, you may diversify your tax risk and potentially enhance your after-tax savings in retirement.

More About the Roth 401(k) Contribution Feature

You should consult with your financial and tax advisors for advice in analyzing your tax risks and whether the Roth 401(k) contribution feature is right for you. More information is available from the Koch Benefits Solution center online at myLifeChoices.com or by phone at (877) 344-5772.

When you designate contributions as Roth 401(k) contributions, your decision cannot be changed. This means that once your designation is made, your Roth 401(k) contributions cannot be changed to before-tax contributions.

In-Plan Roth Conversion

You may elect to transfer funds from a non-Roth contribution account to a Roth contribution account, without removing funds from the Plan. Once the transfer occurs, the contributions will be treated as Roth contributions instead of non-Roth contributions. There may be tax consequences that result from the transfer. Those tax consequences will be explained online at myLifeChoices.com during the on-line transfer process or you can call the Koch Benefits Solution Center at (877) 344-5772 for more information.

You will be allowed to transfer vested amounts from the following accounts:

- After-Tax Rollover;
- Rollover;
- Voluntary Transfer;
- Matching;
- After-Tax Basic;
- After-Tax Supplemental;

- Pre-Tax; and
- Fixed Company Contribution.

Any amounts transferred as part of an In-Plan Roth Conversion will have the same distribution restrictions that applied before the In-Plan Roth Conversion. (See the “Roth 401(k) Distributions” section for more information.)

You can make up to two In-Plan Conversions during a calendar year.

The value of an account that may be converted after an In-Plan Roth Conversion election is determined as of the most recent valuation date. Once the In-Plan Roth Conversion is made, you are responsible for the taxable value, if any, and that amount will be included in your gross income during the taxable year in which the In-Plan Conversion occurred.

In-Plan Roth Conversions are irrevocable and irreversible and cannot be undone or recharacterized in any manner, unless specially allowed under applicable law.

After-Tax (Non-Roth 401(k)) Contributions

If you choose to save on an after-tax basis, federal (and in most cases, state and local) income taxes are deducted from your pay before contributions are deducted. However, after-tax dollars that you contribute to the Plan will generally not be subject to federal taxation when you later withdraw them (however, unlike Roth 401(k) contributions, earnings on these amounts will be taxable at distribution).

After-tax contributions that are eligible for Company matching contributions are referred to as after-tax basic contributions. After-tax contributions that are not eligible for Company matching contributions are referred to as after-tax supplemental contributions. After-tax contributions based on earnings above the annual compensation limit set by the Internal Revenue Service will be treated as supplemental contributions and not eligible for Company matching contributions.

After-tax contributions based on earnings above the annual compensation limit set by the IRS will be treated as supplemental contributions and not eligible for Company matching contributions.

Catch-Up Contributions

If you will be age 50 or older by the end of the calendar year and you contribute the maximum amount allowed by the Plan, you can contribute an additional amount to the Plan. These are called catch-up contributions and this amount, which is set by the IRS, may change each year to reflect the cost of living change. The catch-up contribution limit for 2019 is \$6,000. For more information on catch-up contribution limits, go to www.irs.gov. If you are eligible for catch-up contributions, you must make a separate election at myLifeChoices.com.

If you are eligible for catch-up contributions, and your combined before-tax and/or Roth 401(k) contributions go over the Plan’s deferral limits, the excess will automatically be converted to a catch-up contribution.

Catch-Up Contributions Are Not Eligible for Match

You will not receive Company matching contributions on your catch-up contributions.

Rollover Contributions

Under the Plan, you may roll over distributions from a former employer's tax-qualified retirement plan or amounts held in an IRA. If you did not elect a direct rollover from the other plan, you will be asked to certify that:

- The contribution is from a qualified plan and eligible for a rollover;
- The contribution is not part of a series of periodic payments;
- The contribution is not from a distribution received more than 60 days before the date of the rollover contribution; and
- The entire amount of the rollover contribution would be includible in gross income if it was not being rolled over (except to the extent the rollover contribution includes after-tax contributions transferred, in a direct trustee-to-trustee transfer, from another qualified plan to this Plan).

The Plan Administrator may reasonably conclude, based on your certifications and other reasonable facts and circumstances, that the contribution is a valid rollover contribution. However, if the Plan Administrator later determines that the contribution was invalid, the contribution and any earnings on the contribution will be paid out to you as soon as possible after the determination.

For more information on rollovers and for the forms you need to make a rollover contribution to the Plan, contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Changing Your Contributions

You can change the percentage or type of your contributions or stop your contributions entirely at any time by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772. Your change will be effective as soon as administratively practicable (normally between two or three weeks) after the day you request the change.

Automatic Annual Increases in Your Before-Tax and/or Roth 401(k) Contribution Rate

You may have your contribution rate increased automatically each year up to a maximum of 75%. Automatic increases typically take effect in early summer (June - July). (If you were automatically enrolled in the Plan, your contributions will automatically be increased each year up to a certain percentage. Contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772 for more information.)

Company Contributions

The Company may contribute to your account during the year, depending on your date of hire and whether or not you contribute to the Plan yourself. These contributions are based in part on your eligible pay. The IRS limits how much of your eligible pay the Plan can use in determining these contributions (see “Eligible Pay” in the “Employee Contributions” section).

Company Matching Contributions

If you are hired or become eligible to participate in the Plan *on or after* January 1, 2016, you will become eligible for Company matching contributions after you complete one year of service.

If you were hired or became eligible to participate in the Plan *before* January 1, 2016, you are eligible for Company matching contributions beginning with your first before-tax and/or Roth 401(k) contribution.

Each payroll period, the Company will contribute \$1 for every \$1 of before-tax and/or Roth 401(k) contributions you make, up to 3% of your eligible pay, and \$0.50 for every \$1 of before-tax and/or Roth 401(k) contributions you make over 3%, up to 8% of your eligible pay. The Company will not match before-tax and/or Roth 401(k) contributions greater than 8% of your eligible pay, or any catch-up contributions that you make to the Plan.

Here is what Company matching contributions can mean to you. Assume that your eligible pay each payroll period is \$1,500 and that you are paid bi-weekly. The table below shows how your before-tax and/or Roth 401(k) contributions, combined with matching contributions, can really help your account grow for retirement.

If You Contribute This % Of Your Eligible Pay	Your RSP Contributions Each Pay Period Are	The Company Match Would Be	The Total RSP Contributions Each Pay Period Would Be	The Total Yearly RSP Contributions Would Be
3%	\$45.00	\$45.00	\$90.00	\$2,340.00
5%	\$75.00	\$60.00	\$135.00	\$3,510.00
8%	\$120.00	\$82.50	\$202.50	\$5,265.00
10%	\$150.00	\$82.50*	\$232.50	\$6,045.00
15%	\$225.00	\$82.50*	\$307.50	\$7,995.00

* Contributions greater than 8% of your eligible pay are not matched.

The amount of eligible pay that may be taken into account in determining your benefit—as well as the total amount that can be contributed to your account during the year—is subject to IRS limits. See the “Contribution Limits” section for details.

True-Up Matching Contributions

If you do not make contributions equally throughout the plan year (e.g., you change the percentage of or stop your contributions during the plan year), you may not receive the maximum Company matching contributions for which you are eligible. At the end of the plan year, the Company may make an additional matching contribution (called a “true-up matching contribution”) to make up any difference between the match you actually received and the match you would have received if your contributions had been made equally throughout the year.

For example, if you contribute 10% of your eligible pay of \$4,000 per month for the first six months of a plan year and 6% for the next six months, you will have contributed \$3,840, or 8% of your total eligible pay of \$48,000. That would entitle you to a match of \$2,640. However, the matching contributions on a check-by-check basis will only total \$2,400. If you are employed on December 31, the Employer will make an additional contribution of \$240 in the next year to your account.

To receive true-up matching contributions:

- Any true-up matching contribution must be more than \$10; and
 - You must be employed on the last day of the plan year (December 31).
-

Fixed Company Contributions

The Georgia-Pacific LLC Salaried Pension Plan (the “SPP”) was partially frozen as of December 31, 2005. This means no new entrants are allowed in the SPP, although current participants continue to accrue benefits under the SPP.

In lieu of SPP benefits, if you were hired or become eligible for this Plan on or after January 1, 2006, you are eligible to receive a Company-paid retirement contribution (called a “fixed company contribution”). See the “Eligibility” section for a definition of newly eligible employee. If you were eligible for salaried benefits and were hired before December 31, 2005, you will continue to participate in the SPP with the same benefit levels and you will not be eligible to receive fixed company contributions.

If you are eligible, fixed company contributions are deposited into your 401(k) account beginning with your first paycheck after your eligibility date. You will receive a fixed company contribution whether or not you actively contribute to the Plan.

Contribution Amount

The amount of your fixed company contribution depends on the date you are hired or first become eligible to participate in this Plan.

If you were hired on or after January 1, 2006, but before January 1, 2016, the Company contributes a percentage of your eligible pay based on your age as of December 31 of the prior year, as follows:

Age As Of Prior December 31	Contribution Percentage
Below 30	3.0%
30-39	3.5%
40-49	4.0%
50-59	4.5%
60 and over	5.0%

If you are hired on or after January 1, 2016, the Company contributes a percentage of your eligible pay, based on your years of service as of the anniversary of your date of hire, as follows:

Years Of Service	Contribution Percentage
0-4	3%
5-9	4%
10 or more	5%

A year of service is the 12-month period measured from your date of hire to the anniversary of that date. You will move up to the next percentage with the paycheck after your anniversary date (or as soon as administratively possible). For the definition of years of service and the possible impact of breaks in service on your years of service, see the “Vesting” section.

Your contribution may be affected if you leave the Company and are later rehired. If you are absent from work for less than 12 months, you will keep your years of service. However, if you have a break in service of 12 months or longer, your years of service will be reset to zero.

If it is not administratively feasible for the Company to make a Fixed Company Contribution to for a specific pay period (e.g., your first paycheck after becoming an eligible), the Company will make a “true-up” Fixed Company Contribution for the amount that was not contributed. The Company will make this “true-up” Fixed Company Contribution as soon as administratively feasible after the end of the applicable plan year, but only if you are either employed on the last day of the plan year, or you had a severance from employment because of a death or disability during the applicable plan year.

Important Note

Fixed company contributions are not available for loans, hardships withdrawals or other in-service withdrawals.

Contribution Limits

The IRS has certain limits that affect your account:

- **Deferral Limit:** Your before-tax and/or Roth 401(k) contributions combined cannot be more than the IRS deferral limit. For 2019, that limit is \$19,000. If you will be age 50 or older by the end of the calendar year, you may also make catch-up contributions, up to the IRS catch-up contribution limit which is \$6,000 for 2019. If you reach the IRS limit(s) during a calendar year, your contributions will be stopped for the rest of the year. Your contributions will automatically resume on the following January 1 unless you change or stop them. (See the “For Information About Your Account” section for how to set or change your contributions.) If any contributions are made above the IRS limit(s), the Plan Administrator will refund any excess contributions to you.
- **Eligible Pay Limit:** Only pay up to the IRS annual compensation limit can be considered as eligible pay under the Plan. For 2019, the annual compensation limit is \$280,000.
- **Maximum Annual Contribution Limit:** The total of all contributions to your account—including your own contributions and Company contributions are limited. The annual contribution limit for 2019 is \$56,000 and includes all contributions you have made to all 401(k) plans during the calendar year. (The annual contribution limit is \$62,000 if you are eligible for catch-up contributions.)
 - If you participated in a 401(k) plan that is an affiliate of the Employer and transfer to another affiliated company during the year, there is no need to individually monitor your total contribution amount.
 - If you participated in a 401(k) plan not affiliated with the Employer, you may need to report the amount contributed to all 401(k) plans to remain within the total limit for the year.

You can notify the Plan Administrator by calling the Koch Benefits Solution Center at (877) 344-5772 and the Plan may return excess contributions to you.

The IRS may change these limits annually to reflect the cost of living. For more information on contribution limits, go to www.irs.gov.

Vesting

Vesting refers to your right to receive a benefit from the Plan. You are always 100% vested in your own contributions (including rollover contributions) and any earnings on those contributions. You become vested in all Company matching contributions, fixed company contributions (if any) and any earnings on those contributions when you complete three years of service, as shown below:

Years Of Service	Vested Percentage
Less than 3	0%
3 or more	100%

For vesting, your service begins on your hire date and ends on the earlier of the:

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

You earn one year of service for every 12 months of service during that period.

For example, if your hire date is February 18, 2015, you will earn one year of service on February 17, 2016 (assuming you are still employed by the Employer on that date).

If you are absent from work for less than 12 months, you also receive credit for the period of absence. If you have a break in service for longer than 12 months, the period you are gone does not count toward your vesting service.

Additional Vesting Rules for Certain Participants

If you participated in a defined contribution plan that was merged into this Plan due to a corporate transaction (such as a merger or acquisition), additional vesting rules may apply to all or some portion of your account. Contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772 for more information about vesting.

You also become 100% vested and you (or your beneficiary if you die) are entitled to receive the full value of your account if you:

- Reach normal retirement age (age 59-1/2);
- Become disabled; or
- Die while an active employee.

You are considered disabled if you are eligible to receive benefits under the Company-sponsored long-term disability plan or, if you do not participate in the plan, by providing a copy of your Social Security disability award letter.

If you leave the Company before you are 100% vested, you lose Company contributions that are not vested. (These amounts are used to pay administrative expenses of the Plan and/or to fund future Company contributions.) You will lose the non-vested portion of your account on the earlier of the:

- Date you take a distribution of your vested account; or
- Last day of the calendar quarter after the calendar quarter in which you terminate employment.

Breaks in Service

In general, service means the length of time you work for the Company, measured from your date of hire to the date you leave the Company. However, some situations could affect how your service is counted.

You stop earning service on the earliest of the:

- Date you quit, are discharged, retire or die; or
- Later of the:
 - Date you do not return from an approved leave of absence; or
 - First anniversary of your first day of absence if you do not return to work after vacation, holiday, disability maternity or paternity leave or military leave (unless you return to work under laws governing veterans' re-employment rights).

If you do not complete an hour of service with the Company within 12 months after the date you stop earning service, you have a "break in service." (An hour of service means each hour for which you are paid, or entitled to payment, for the performance of duties for the Employer.) However, the first 12 months of a maternity or paternity leave do not count as a break in service period.

Returning to Work After a Break in Service

If you are rehired, you will get back all of your years of vesting service. You must complete a history of service form using the Employee Self Service portal to ensure your prior service is properly credited.

If you are not 100% vested in the Company contributions in your Plan account and have a break in service of five years or more, you will lose credit for the service you earned before the five-year break and you will be treated as a new employee (with no prior service). For example, if you stop earning service on June 1, 2016, and do not return to work with the Company until some date after May 31, 2021, you will have incurred five consecutive one-year breaks in service and you will be considered a "new employee."

The Plan Administrator monitors breaks in service and can provide you with more information on rules and their effect.

Investing Your Account

Your benefit under the Plan is your account balance. Your account balance is made up of your contributions and Company contributions that are held in the Plan's Trust and invested according to your instructions. Your account will be credited with the earnings and losses of the investments you select, and will also be charged any fees or expenses associated with those investments along with your account's share of any general administrative expense that the Company does not pay.

You may choose how your account is invested among a broad range of investment funds available under the Plan. You can invest your entire account in one fund or allocate your account (in 1% increments) among several different funds. When you first begin contributing to the Plan, you will be asked to make an investment election. If you call in to enroll, a representative will handle your request over the phone; no form is required. If you enroll in the Plan through the website, you can choose your investments online. If you do not make an election, amounts contributed to the Plan will be invested in a Qualified Default Investment Alternative (QDIA; see the "Qualified Default Investment Alternative" section). If you default into the QDIA, you may change your investment at any time.

Your choices should be based on your investment goals and your willingness to assume risk to realize potentially higher returns.

Diversifying Your Savings

It is important to review your investment portfolio, your investment objectives and the Plan's investment options periodically to help ensure that your retirement savings will meet your retirement goals. For more information about individual investing and portfolio diversification, visit the Department of Labor's website at www.dol.gov/ebsa/investing.html. For help with creating your own investment strategy, visit the Online Advice tool. You may also take advantage of the Professional Management Program through Alight Financial Advisors, LLC (AFA) (certain fees apply). For more information, contact the Koch Benefits Solution Center online at myLifeChoices.com.

Your Investment Options

The Plan offers a range of investment funds, which are classified into three categories: Target Retirement Date Funds, Core Investment Funds and Specialty Investment Funds. These funds provide you with investments that have returns that track certain segments of the market.

Investment Fund Fact Sheets for each fund are available by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

A Note About Risk

The Plan's investment options are grouped by level of relative risk. This classification may be based on the fund's objective as stated in the fund fact sheet or the fund's categorization by independent rating organizations based on its management style. It is not meant to be a precise indicator of future risk or return levels. The degree of risk within each category can vary significantly, and a fund's risk classification may change over time. Therefore, you should read a fund's fact sheet carefully before investing to ensure its objectives, policies and risk potential meet your needs.

See the Plan's performance summary for additional disclosures.

You should also be sure to read each fund's fact sheet and the "*Annual Fee Disclosure Statement*." This information can be requested by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Qualified Default Investment Alternative (QDIA)

If you do not make an investment election when you begin participating in the Plan, contributions to your account will be invested entirely in the default investment selected by the Plan Administrator, known as the QDIA. Your account and all future contributions will be invested in the QDIA until you make an investment election. The QDIA is a Vanguard Target Retirement Fund based on your birth year. More information can be found by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Initial Investment of Automatic Before-Tax and Fixed Company Contributions

If you are a newly eligible employee, your before-tax contributions under the automatic enrollment feature and your fixed company contributions will automatically be invested in the QDIA fund as described above. You may change your investment election to any of the investment funds offered under the Plan by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Self-Directed Brokerage Account (SDBA)

The Plan also offers access to a self-directed brokerage account (SDBA), which allows you to take advantage of a wide range of investment choices through Alight Financial Services. You may select from a wide range of investment vehicles, including:

- Mutual funds;
- Stocks; and
- Bonds.

The SDBA option is designed for participants with a strong knowledge of the investment market, who want the ability to create a more customized portfolio and who have the ability, time and desire to research and evaluate different investments. You may change your investment elections as often as you like on any day the market is open. But keep in mind that some investments within the self-directed brokerage window may be subject to regulatory and fund company trading restrictions. In addition, if you are designated as an employee with access to sensitive information, you may be subject to additional trading restrictions.

You can close your SDBA at any time. You can sell all the investments within your brokerage account online, through the automated phone system or with the help of an Alight Financial Services representative. Once you have liquidated your investments within your SDBA, the trades have settled and the funds are in a Money Market Fund, go online at myLifeChoices.com to move funds back to other assets in the Plan. Once there are no assets in your SDBA, contact an Alight Financial Services representative at (800) 890-3200 to close out your account.

The maximum amount you may transfer to the SDBA is the lesser of:

- 50% of your total account balance; or
- 100% of your vested balance.

Initial and subsequent investments to the SDBA must be at least \$1,000, and you must have at least \$1,000 invested in the Core Investment Funds at all times. (Information about the Core Investment Funds is available from the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.)

If you choose to use the SDBA, you will be charged a maintenance fee and there may be fees assessed for certain transactions. You can get detailed information about all applicable fees and expenses in the “*Annual Fee Disclosure Statement*” for the Plan (which is available from the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Changing Your Investments

You can change how your existing account balance is invested in whole percentages or in specific dollar amounts. For example, you could move 30% of your existing balance in one fund to another fund, or you could move \$1,000 from one fund to another fund. This is called “reallocating” funds. You can also change how your *future* contributions are invested.

To change your investment elections, contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772. If you request an investment election change on a business day before 3:00 p.m. Central time (4:00 p.m. Eastern time), your change will take effect the same day the request is received. Requests received after the applicable deadlines will take effect the next business day (a day on which the stock markets are open for trading, except for bank holidays).

Although the Plan lets you decide how to invest your account, too many investment changes (moving large sums of money in and out of the same fund within a relatively short period) can disrupt how certain investment funds are managed and increase their costs. Accordingly, the fund manager has the right to limit investment changes if it determines, in its sole discretion, that excessive investment changes could adversely affect the fund. For more information about these limits, contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

How Plan Accounts Are Valued

All funds are valued as of the end of each business day, reflecting that day’s gains and/or losses. To value the funds, the trustee determines the total fair market value of all assets held in each fund. The change in each fund’s value is then calculated and applied to all participants’ accounts, based on each participant’s account balance as a percentage of the entire fund balance as of the beginning of that business day.

Information About Your Account

You will receive a statement each quarter that describes the activity in your account. Statements are available online at myLifeChoices.com, and a hard copy statement will be mailed to you within 45 days after the end of each calendar quarter. Your quarterly statements show:

- The Company contributions to the Plan on your behalf;
- How much you have saved;
- Your investment results;
- Any transactions you may have requested during the previous quarter; and
- Other important information about your savings, including your vested account balance.

Your statement will also contain information on how the Plan’s investment funds have performed.

Other Information About Your Plan

This information is available from the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772:

- A description of the annual operating expenses of each investment option available under the Plan (e.g., investment management fees, administrative fees, transaction costs) that reduce the rate of return you receive and the aggregate amount of those expenses expressed as a percentage of average net assets of the investment option.
- Copies of any prospectuses, financial statements and reports and any other materials relating to the investment options, to

the extent that information is provided.

- Information about the total value of units in each investment option offered under the Plan, as well as the past and current investment performance of each option determined net of expenses.
- List of assets comprising the portfolio of each designated investment alternative that is considered a “plan asset” under Department of Labor regulations, the value of each asset (or the proportion of the investment alternative that it comprises) and, with respect to each asset that is a fixed rate investment contract, the name of the issuer of the contract, the term of the contract and the contract’s rate of return.

Accessing Your Account While Active

Your contributions are meant to stay in the Plan until you separate from service (retire or terminate employment). However, under certain circumstances, you may be able to borrow or withdraw from your account while you are actively working for the Company.

Loans

If you qualify, you may apply for a loan from your vested account. When you take a loan, you borrow money from your account and pay your account back with interest. You will not be taxed on your loan as long as you repay it and do not default. You may only have two loans outstanding at a time.

The minimum loan amount is \$1,000. The maximum amount is the lesser of 50% of your vested account balance or \$50,000 minus your highest outstanding loan balance during the past 12 months. There is a \$50 loan origination fee that is deducted from your loan proceeds. (Loan fees may be changed at any time without notice.)

Note

You may not borrow against fixed company contributions in your account.

Loan Terms

Loans are governed by the terms and conditions of the Plan document and the loan policy. The terms of the loan, including interest rates, repayment terms and default provisions are described in detail in the loan policy. A copy of the loan procedures is available by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Requesting a Loan

To request a loan, contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone (877) 344-5772.

Once your loan request is processed, your investments will be cashed out as needed to fund your loan. Your payment (either check or direct deposit) and loan documents are generally issued within three to five business days from the date the Plan Administrator receives your request. It may take another week for you to actually receive the check and loan documents in the mail. When you accept the payment, you accept the terms of the promissory note.

Loan payments, consisting of principal and interest, are generally made through payroll deductions. Each payment is credited to your account when paid. You may make additional payments or pay off the remaining balance of your loan at any time by cashier's check.

Additional Loan Information

For more loan information, including rules that apply to international employees, please refer to the Plan's loan policy, which is available by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Withdrawals

General Information Regarding Withdrawals

You must be eligible to contribute to the Plan (excluding suspensions) to take any of these withdrawals from your account:

- Hardship Withdrawal;

- After-Tax Withdrawal;
- Senior Participant Withdrawal;
- Age 59-1/2 Withdrawal; or
- Rollover Withdrawal.

Note

Fixed company contributions are not available for hardship withdrawals or other in-service withdrawals.

Hardship Withdrawals

If you have an extreme financial hardship, you may withdraw all or part of your contributions to your account. By law, extreme financial hardship means you have a heavy and immediate financial need and you have no other resources available to meet that need. You may apply to withdraw all or part of your before-tax contributions (and earnings attributable to those contributions before 1989) and your Roth 401(k) and/or after-tax contributions (including any catch-up contributions). Fixed company contributions cannot be withdrawn.

Acceptable hardships include:

- Unreimbursed medical expenses for you, your spouse or a dependent (that are not covered by insurance);
- Purchase of a primary residence (not including mortgage payments);
- College tuition and/or room and board expenses for up to the next 12 months for you, your spouse or a dependent;
- Prevention of foreclosure on, or eviction from, your principal residence;
- Payment for burial or funeral expenses for a deceased parent, spouse, child or dependent; and
- Certain unexpected expenses for the repair of damage to your principal residence that would qualify for the IRS casualty deduction, such as those resulting from hurricane or flood damage.

There is no minimum withdrawal amount; hardship distributions cannot be rolled over to an IRA or another qualified retirement plan.

Before taking a hardship withdrawal, you must exhaust every other possibility under the Plan and all of the Employer's other plans to get the funds you need (including loans or other withdrawals available to you under the Plan). Further, you cannot withdraw more than the amount you need to meet the hardship (plus any taxes or penalties associated with the withdrawal). The Plan will withhold the required percentage for federal taxes. Also, you may have to pay a 10% penalty tax on the withdrawal amount.

Also, note that if you receive a temporary loan from a commercial lender or a family member to pay the hardship expense, you cannot take a hardship withdrawal because the Plan will consider your financial need to have been met.

Important Note

If you receive a hardship withdrawal, you may not contribute to the Plan for six consecutive months after the date of the hardship withdrawal. To resume contributions after this six-month period, you must make a new election.

Rollover and After-Tax Withdrawals

You can withdraw all or part of your rollover account, your Roth 401(k) account and after-tax (non-Roth) account for any reason at any time. Because you have already paid income taxes on your after-tax contributions, you will not owe taxes on these contributions when they are withdrawn. However, the earnings on your after-tax contributions may be subject to taxation.

In-Service Withdrawals (Age 59-1/2)

If you have reached age 59-1/2, you can withdrawal all or a part of your vested account balance (except fixed company contributions) at any time. This withdrawal can be for any reason. Although your withdrawal will be taxed as ordinary income (unless rolled over into another qualified plan), it is not subject to the 10% penalty tax. In addition, you may continue to contribute to the Plan without interruption after the withdrawal.

Senior Participant Withdrawal

Once you have five years of vesting service, you may make a senior participant withdrawal at any time. You may withdraw from any of your accounts in which you are fully vested, except you may not withdraw from before-tax, Roth 401(k) or fixed company contribution accounts. If you take a senior participant withdrawal, you cannot contribute to the Plan for six months. The Plan will withhold the required percentage for federal taxes. Also, you may have to pay a 10% penalty tax on the withdrawal amount.

Requesting a Withdrawal

To request a withdrawal, contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772. To request a hardship withdrawal, you must complete an application form and provide satisfactory proof of the financial need.

Once the Plan processes your request, your investments will be cashed out as needed to fund your withdrawal. Your check is generally issued within three to five business days. It may take another week for you to actually receive the check in the mail.

Taxation of Withdrawals

Any withdrawal from the Plan may be taxable to you. For more information about the tax consequences of taking a withdrawal or distribution from the Plan, see the "Income Tax Implications" section.

The *IRS Tax Notice* summarizes the rules related to rollovers, income tax and penalties that may apply to your withdrawal. You may request a copy of the tax notice by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

Distributions After Termination

The benefit paid to you (or your beneficiary if you die) is equal to the value of your account on the date the payment is processed.

The vested part of your benefit belongs to you if you retire or resign or your employment is terminated. You are always 100% vested in amounts *you* contribute or roll into the Plan.

You are also vested in the Company contributions according to the Plan's vesting schedule, as described in the "Vesting" section.

When you separate from service with the Company, you are entitled to a lump-sum payout from your account. (If you prefer, you may receive your account balance in the form of periodic payments. See the "Forms of Payment" section for your options.) You will receive a notice asking you to make a distribution election.

If your vested account balance is more than \$5,000, you can delay receiving your benefits until you reach age 70-1/2. If you do not elect a distribution at age 70-1/2, you will automatically receive annual required minimum distributions as required by federal law. If you delay receiving your benefits, your account will remain in the Plan until you elect a distribution (but not later than age 70-1/2). As long as your account remains in the Plan, you may make changes to your investment elections.

See "Income Tax Implications" for information about the tax treatment of your distribution.

If You Are Age 70-1/2

Under IRS rules, if you leave the Company and reach age 70-1/2, you must begin taking payments from your account. This is called a "required minimum distribution." Your first required minimum distribution payment must be made no later than April 15 of the year after the year in which you turn age 70-1/2.

If you are still actively employed by the Company and reach age 70-1/2, your required minimum distribution will begin no later than April 15 of the year after the year in which you leave the Company.

You will be notified if these rules affect you.

Payments to Your Beneficiary

Your beneficiary may elect a distribution of your account balance at any time after you die, or may delay payment until the date your account must be distributed by law. Your beneficiary will be notified if and when he or she must take a distribution. The Plan Administrator will require a certified copy of your death certificate before benefits are paid; your account will be paid to your beneficiary in a single lump-sum payment or in installment payments.

After you die, your beneficiary will have the same investment rights that you had (see "Investing Your Account").

Waiver of the 30-Day Notice Waiting Period for Distributions

Federal law prohibits the Plan from making distributions to you until 30 days after you have received a "402(f) notice." The 402(f) notice explains your right to roll over your distribution to an IRA or another qualified retirement plan. Federal law allows a distribution before the end of the 30-day notice period only if you affirmatively elect to waive the 30-day notice period. You will receive a copy of this notice (*Special Tax Notice Regarding Plan Payments*) whenever you request a withdrawal or distribution.

Designating a Beneficiary

If you are married, your spouse is automatically your beneficiary. You may name a beneficiary other than your spouse if your spouse agrees to waive any right to your account balance. Once waived, your spouse cannot change that agreement.

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 not married when you die, your beneficiary will be the person(s) named on your beneficiary designation form. You may name a beneficiary at any time by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

If you are married and naming anyone other than your spouse, or are not married, you must complete and return the beneficiary designation form to the Koch Benefits Solution Center.

Important Note

Your signed beneficiary designation form must be received and approved by the Koch Benefits Solution Center before your death to be valid.

If you did not name a beneficiary, if your beneficiary dies before you do or if your beneficiary cannot be located, the Plan will pay benefits to:

- Your spouse, if living; or else to
- Your estate.

Inability to Locate Payee

If the Plan Administrator cannot locate you or your beneficiary to make a payment, payment will be forfeited. The benefit amount will be reinstated and payment will be made without any interest earned when you (or your beneficiary) make a valid claim for the forfeited amount.

Incapacity

If anyone with an interest in your account (including yourself) is a minor or is judged to be physically or mentally incompetent, the Plan Administrator may direct the trustee to distribute their share of your account to someone else for their benefit (to a legal guardian, for example). The Plan Administrator also may approve one-time transactions directed through a power of attorney. Documentation related to an authorization must be submitted to the Plan. For more information, see the "For Information About Your Account" section.

Forms of Payment

You may receive the full value of your account as follows:

- **If your vested account balance is \$1,000 or less**, the entire balance will be paid directly to you in a single lump sum (minus mandatory 20% withholding for federal taxes) within 90 days of your retirement, death or termination, unless you elect to directly roll over all or part of your balance to your new employer's eligible retirement plan or to an IRA of your choice. You will need to check with the new plan or IRA provider to make sure it will accept a rollover.
- **If your vested account balance is over \$1,000 but is not greater than \$5,000**, you can have the account balance paid directly to you in a single lump sum (minus mandatory 20% withholding for federal taxes), or you can roll over all or part of your account balance to your new employer's eligible retirement plan or to an IRA of your choosing. Again, you will need to check with the new plan or IRA provider to make sure it will accept rollovers. If you do not elect one of these options within 90 days after your retirement, death or termination, your entire account balance will be rolled over automatically on your behalf into an IRA at Merrill Lynch (a "Rollover IRA").

The amount transferred to a Merrill Lynch IRA will first be invested in a fund designed to preserve your investment and provide a reasonable rate of return, consistent with liquidity. However, once your IRA is established at Merrill Lynch, you may change your investment to any fund available at Merrill Lynch. While your IRA account is with Merrill Lynch, you will be charged an IRA administration fee, which will not be more than the fees charged for similar IRA accounts for non-mandatory distributions.

You must pay all fees and expenses assessed against your automatic rollover IRA, and if you choose to transfer your IRA from Merrill Lynch to another custodian, you may be charged a transfer fee. For additional information on IRAs at Merrill Lynch and the fees and expenses associated with a Merrill Lynch IRA, call (877) MY-MLIRA (696-5472).

- **If your account balance is more than \$5,000**, a distribution from the Plan will generally not be made without your consent. You can receive an immediate payment from your account, or you can delay payment of your account until you reach age 70-1/2. If you delay your distribution to a later date, you may continue to make changes to your investment funds under the Plan.

You can have your account distributed in a single lump-sum cash payment, or monthly, quarterly or annual installment payments of a specified dollar amount or over a specified period, subject to any minimum distributions required by law.

Rollover Distributions

If your employment ends and you take a distribution of the vested portion of your Plan account before you reach age 70-1/2, you may roll over your Plan benefit to another tax-qualified plan, such as a Rollover IRA or another employer's tax-qualified plan, such as a 401(k), 403(b) or 457(b) plan.

You may roll over any distribution from the Plan that qualifies as an eligible rollover distribution. In general, a Plan distribution is an eligible rollover distribution if it was not:

- A required minimum distribution because of your age (70-1/2 or older);
- Part of a series of substantially equal periodic payments paid over 10 or more years; or
- A hardship distribution.

There are two ways to make a rollover from the Plan.

Indirect Rollover

First, you may take the distribution in cash and then contribute it to the IRA or eligible retirement plan within 60 days of the original distribution. If you wait more than 60 days to complete your rollover, you will be taxed on the full value of your distribution from the Plan.

The Plan must withhold 20% of the distribution of your Plan benefit for federal income taxes. To postpone taxes on the full value of your Plan benefit, you must roll over 100% of your Plan benefit within the 60-day limit. This means you will have to add other funds to your rollover contribution to make up the 20% withheld for taxes, otherwise the 20% withheld will become taxable to you.

Direct Rollover

Second, you may elect a “direct rollover,” in which the trustee of this Plan pays the amount directly to the trustee or custodian of the IRA or eligible retirement plan. Taxes will not be withheld on a direct rollover.

Requesting a Distribution

Soon after your termination of employment, you will automatically receive a distribution kit from the Koch Benefits Solution Center that explains how to apply for a distribution. Alternatively, you also may request a distribution by contacting the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772. See the “Claims and Appeals” section for more details.

Receiving Your Payment

Your distribution check is generally issued within three to five business days after your request is received. It may take another week for you to actually receive the check.

Assignment of Benefits

Your benefits under the Plan are solely for you (or your beneficiary). Generally, they cannot be assigned, transferred or pledged to anyone else, nor can Plan benefits be attached, garnished, executed or subject to legal process. However, the Plan will honor Qualified Domestic Relations Orders (QDROs).

Qualified Domestic Relations Orders (QDRO)

A Domestic Relations Order (DRO) is a judgment, decree or order that includes a property settlement agreement that is made under a state domestic relations law (including community property law) relating to child support, alimony payments or marital property rights for the benefit of your spouse, former spouse, child or other dependent. Such an order may affect your account once it is deemed “qualified” under the Plan, at which point it becomes known as a Qualified Domestic Relations Order (QDRO). The determination of a QDRO is made by the Plan’s QDRO Administrator.

A DRO should be sent immediately to the QDRO Administrator to determine if the Order is qualified and for processing. This will prevent the Plan from processing any transactions that may be restricted by the DRO. For purposes of this section, restricted transactions include withdrawals, distributions and initiating Plan loans. You are not restricted from contributing to the Plan, from suspending your contributions or from making investment changes.

An alternate payee under a QDRO may not name his or her current spouse as a beneficiary under the Plan.

A copy of the Plan's procedures for reviewing QDROs is available, at no cost, from the QDRO Administrator by contacting the Koch Benefits Solution Center at:

P.O. Box 7144

Rantoul, IL 61866-7144

myLifeChoices.com

(877) 344-5772

QDRO Fees

A one-time fee will be split equally between your and the alternate payee's account for processing and administering your QDRO, unless the QDRO specifically requires you or the alternate payee to pay all or a different portion of the fee. Fees are subject to change at any time without notice.

Right to Recover or Withhold Benefits

The Plan has the right to recover any mistaken payment, overpayment or any payment that is made to any individual who was not eligible for that payment. The Plan may:

- Withhold or offset future benefit payments;
- Sue to recover such amounts; and
- Use any other lawful remedy to recoup any such amounts.

Income Tax Implications

If you request a withdrawal or distribution from the Plan, you will receive a *Special Tax Notice Regarding Plan Payments* that provides detailed information about the tax consequences of receiving a payment from the Plan. You should read this notice carefully. Tax laws are subject to change, and may vary by state; you should consult with your tax advisor before taking a withdrawal or distribution from the Plan.

Taxation of Distributions and Withdrawals

When you receive a distribution or withdrawal, you must pay income taxes on the value of your before-tax contributions, Company contributions, rollover contributions and any investment earnings on these contributions, as well as on the earnings on your after-tax and Roth 401(k) contributions (except as described below under “Roth 401(k) Distributions”). These taxes are described below.

You may postpone part or all of your taxes by making a direct rollover of the taxable portion of your account balance into another employer’s eligible retirement plan or an individual retirement account (IRA). (See “Forms of Payment” under the “Distributions” section for more information about rollovers.)

Mandatory Withholding Requirements

The Plan will withhold 20% on most taxable withdrawals or distributions you receive—even if you plan to roll over your withdrawal or distribution on your own (which you have 60 days to do). This 20% withholding is required by law as a partial payment of the income taxes you will owe on a taxable distribution. It does not include the 10% early withdrawal penalty you may have to pay the IRS (see the “Early Withdrawal Penalty” section for more information).

The mandatory 20% withholding does not apply if:

- You elect a direct rollover into another employer’s eligible retirement plan;
- You or your surviving spouse elect a direct rollover into an IRA;
- The total amount of your accumulated distributions is less than \$200;
- You are 70-1/2 or older, are no longer working for the Company and receive only the required minimum distribution from your account;
- Payments are made to someone other than you or your spouse (or former spouse) under a QDRO; or
- You elect a hardship withdrawal (however, you will be subject to a 10% withholding fee if you are under age 59-1/2).

Roth 401(k) Distributions

Your Roth 401(k) distribution will be exempt from the mandatory withholding requirements described above if it is a qualified distribution.

Qualified Distributions

In general, a qualified distribution is a distribution made after:

- You reach age 59-1/2, you die or you become disabled; and
- You meet the five-year exclusion period described below.

Five-Year Exclusion Period

Your Roth 401(k) contributions must remain in the Plan for five years, starting January 1 of the year you first make Roth 401(k) contributions to the Plan. For example, assume you make Roth 401(k) contributions for the first time on June 1, 2018. Your five-year exclusion period starts on January 1, 2018, and runs for five consecutive years. Assuming you are age 59-1/2, have died or become disabled, distributions of your Roth 401(k) contributions (and the related earnings) after December 31, 2022, will be tax-free since you met the five-year exclusion period.

If you receive a distribution of your Roth 401(k) contributions and their related earnings and that distribution is not qualified, the Plan will withhold 20% from your distribution.

Early Withdrawal Penalty

If you withdraw money or receive a distribution from your Plan account before you are eligible for retirement, the IRS may require you to pay a 10% early withdrawal penalty on the taxable part of your distribution. However, you will not have to pay the penalty if:

- You leave the Company during or after the year you reach age 55, and you receive your account balance because you terminated your employment;
- You leave the Company at any age and elect to receive substantially equal payments based on your life expectancy (distributions must continue for five years or until you reach age 59-1/2, whichever is longer);
- You are at least age 59-1/2 when you receive the payment;
- Your account is paid because you died or became disabled;
- The withdrawal is used to pay unreimbursed medical expenses greater than 7.5% of your adjusted gross income;
- The payment is made to someone else under a Qualified Domestic Relations Order (QDRO);
- The distribution is rolled over to an IRA or another employer's eligible retirement plan within 60 days; or
- The distribution is a qualified reservist distribution.

Circumstances Affecting Your Participation

This section describes certain circumstances that may affect your participation in the Plan or cause you to lose benefits.

Qualified Domestic Relations Orders (QDROs)

If, as the result of a divorce, you are responsible for child support, alimony or marital property rights payments, your benefits could be assigned to meet these payments if a court issues a Domestic Relations Order (DRO) and it is considered “qualified” by the Plan.

For more information about QDROs, see the “Assignment of Benefits” section.

Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) gives certain reemployment and benefits rights to employees who take a leave of absence to serve in the uniformed services of the United States. Contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772 if you think you may be entitled to any of these rights.

Missed Contributions While on Military Leave

If you return from a qualified military leave, you may be eligible to make up any missed contributions. You must meet the requirements of USERRA, which include giving notice within certain timeframes to your employer and returning to employment within prescribed time periods. If you have any questions, contact the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772.

In general, you can make up any contributions you would have made if you had remained employed during your period of qualified military service. You can repay these contributions over a period three times the length of your military service, but no longer than five years. If your repayment of contributions includes years other than the current calendar year, these contributions will count toward the IRS annual plan limits for the years to which the repayments relate, rather than toward the current year’s limits. Any Company matching contributions will be based on the amount of contributions that you repay. In addition, you will receive any fixed company contributions you would have received if you were not on leave. To request make-up contributions, contact the Koch Benefits Solution Center at (877) 344-5772 and speak to a representative.

Military Withdrawal

If you have been called to active military duty for more than 30 days, you can withdraw your before-tax or Roth 401(k) contributions. This distribution may be subject to a 10% early distribution penalty if you are under age 59-1/2, unless an exception applies. If you take this distribution, your future before-tax contributions are suspended for six months after the date of distribution. You must re-enroll after the six-month period.

If You Die While Performing Military Service

If you die while absent from employment performing qualified military service, your beneficiary will be entitled to your account balance.

Claims and Appeals

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 401(k) Retirement Savings Plan
Plan Number	073
Plan Type	Defined contribution
Plan Year	January 1 through December 31
Plan Sponsor and Plan Administrator	<p>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</p> <p>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</p>
Employer Identification Number	93-0432081
Agent for Service of Legal Process	<p>CT Corporation System 1201 Peachtree Street NE, Suite 1240 Atlanta, GA 30361</p> <p>Service of legal process may also be made upon the Trustee or the Plan Administrator</p>
Type of Administration	Third party contract
Recordkeeper	<p>Alight Solutions PO Box 7126 Rantoul, IL 61866-7126</p>

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 Benefits Solution Center

The Plan has appointed Alight Solutions to provide recordkeeping and website services as well as to provide services through the Koch Benefits Solution Center. You can access the Koch Benefits Solution 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, contact the Koch Benefits Solution Center at (877) 344-5772. 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 Account

If You Want To	You Need To Do The Following
Enroll in the Plan and begin making contributions	
Discontinue or resume contributions	Call the Koch Benefits Solution Center at (877) 344-5772, 7:00 a.m. to 7:00 p.m. Central time
Change your current contribution rate or amount	Hearing Impaired (TTY): (800) 345-1833
Obtain account balances or plan information	International: (877) 344-5772, collect
Change your investment instructions or obtain investment information	Internet: <i>myLifeChoices.com</i>
Transfer your existing investments	You can also contact the Koch Benefits Solution Center at: U.S. Mail:
Request loan or withdrawal information	PO Box 7126
Process a loan	Rantoul, IL 61866-7126
Process a withdrawal	Overnight Delivery:
Arrange to continue loan payments after termination	1000 S Perimeter Rd
Access learning tools	Rantoul, IL 61866
Make a rollover contribution	You may request a <i>Rollover Contribution Form</i> from the Koch Benefits Solution Center at (877) 344-5772. You must complete a certification form to provide that your rollover is eligible. Return the completed form to the address listed on the form for processing.
Speak with a Koch Benefits Solution Center representative	7:00 a.m. to 7:00 p.m. Central time, any business day (877) 344-5772

(All calls to the Koch catch- Center are recorded for your protection.)

You will need your User ID and password (PIN) to access your account information through both the Koch Benefits Solution Center phone number and *myLifeChoices.com*.

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Note: This document and the attachments constitute part of a prospectus covering securities that have been registered under the Securities Act of 1934. This booklet reflects the benefits at the time of publication but in no way limits the Company's right to change or discontinue any benefit plan at any time. It is also not a contract of employment but a reference source about the Plan. The program outlined herein may or may not be applicable to employees represented by a labor organization. Coverage depends on the agreement of the labor organization or the applicable collective bargaining contract.
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The Plan is meant to constitute a plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1 and, therefore, the Company, the Trustee, the Recordkeeper and the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions you or your beneficiary may give. The Company does not guarantee the performance of these investment funds and is not liable for any losses you may experience due to investment performance.
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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.

This money is invested by the trustee in the Plan funds as you direct. The Plan's trustee is:

Northern Trust
50 South LaSalle Street, M-28
Chicago, IL 60603

Plan Costs

All reasonable expenses associated with Plan and fund administration that are not paid by the Company may be paid with assets of the Plan. The trustee's recordkeeping and asset management fees are paid from the trust fund. Investment fees are deducted from fund assets, and therefore may affect net returns.

Investment management and other fees and expenses (such as loan and QDRO fees) may be deducted from your account, at the Plan's discretion. You can get detailed information about all applicable fees and expenses in the "Annual Fee Disclosure Statement" for the Plan (which is available from the Koch Benefits Solution Center online at myLifeChoices.com or by phone at (877) 344-5772), by reviewing the fee information on your quarterly statement or by contacting the Plan Administrator (see the "Administrative Information" section for more information on the Plan Administrator). For the investment funds, you may also consult each fund's fact sheet.

Pension Benefit Guaranty Corporation

As a defined contribution plan, the Plan is not covered by the plan termination insurance of the Pension Benefit Guaranty Corporation, a government corporation established under the Employee Retirement Income Security Act of 1974 (ERISA).

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 more than 60% of the plan's assets are attributable to key 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 account balance.

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 59-1/2), 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 account balance 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—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).

Company—Georgia-Pacific LLC.

Disabled, Totally Disabled—You are considered disabled if you are eligible to receive benefits under the Company-sponsored long-term disability plan, or if you do not participate in such plan, by providing a copy of your Social Security disability award letter.

Employer—Georgia-Pacific LLC and each affiliate (parent or subsidiary) and any successor(s) of any of them.

Highly Compensated Employee (HCE)—A person whose pay during the previous calendar year equaled or was more than a specific dollar amount, as defined by the IRS (this amount may change annually) or who owns (or is considered to own) more than 5% of the outstanding stock of the Company or an affiliated company. Visit www.irs.gov for more information.

Hour of Service—An hour for which you are paid by the Company (or an affiliated company) or entitled to pay for performance of services as an employee. In counting your hours, the Plan includes hours paid although not worked, such as hours of vacation, holiday, sick leave and any other paid time off. Each paid hour is counted as only one "hour of service" even if you are paid at more than the straight time rate. Any military leave of absence is also counted, as long as it is granted as a qualified military leave.

Normal Retirement Age—Age 59-1/2.

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.

Year of Service—A 12-month period of service beginning on your date of hire and ending on the date you quit, retire, are discharged or die, or the first anniversary of the date you remain absent from work for any reason other than your resignation, retirement, discharge or death.

2019

Georgia-Pacific LLC 401(k) Retirement Savings Plan

Effective Date: 1/1/2019

Print Date: 1/2019