Georgia-Pacific

Life Choices
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Your Georgia-Pacific LLC Salaried Pension Plan Summary Plan Description

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Introduction

The Georgia-Pacific LLC Salaried 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 age and pay 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.

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.

Eligibility

You were eligible to participate in the Plan if, on December 31, 2005, you were:

- A salaried employee (or other employee entitled to salaried benefits) of Georgia-Pacific or a participating affiliate;
- Employed in the U.S. or a U.S. citizen working abroad at a Georgia-Pacific facility; and
- Paid on a U.S. payroll (employees who live in Puerto Rico are not eligible to participate in the Plan).

Special eligibility rules apply to individuals who were employees of GP Cellulose LLC on or before March 31, 2006. Please contact the Koch Retirement Solutions Center at (877) 344-5772 for more information.

Note: If you do not meet the above criteria, you are not eligible to participate in the Plan, now or in the future. In lieu of benefits under the Plan, if you are a new salaried benefits-eligible employee, or a rehired salaried benefits-eligible employee, you are eligible to receive a Company-paid retirement contribution (called a fixed company contribution) under the Georgia-Pacific LLC 401(k) Retirement Savings Plan (the RSP). For more information about your benefit under the RSP, please see the summary plan description for that plan.

If you stop being an active participant for any reason (such as leaving the Company, transferring to a job not eligible for Georgia-Pacific salaried benefits, or you are no longer paid on a U.S. payroll), you will not be able to rejoin the Plan. While you will stop earning benefit credits, your account will continue to receive semi-monthly interest credits for as long as you leave it in the Plan.

Service and Vesting

Your service with the Company is measured in years. Your years of service are counted to determine if you are:

- Vested, which means you have a right to a benefit when you retire or leave the Company; and
- Eligible for early retirement under a grandfathered plan (if applicable).

Vesting

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

This Plan was frozen to new participants on January 1, 2006. You are fully vested in your benefit under the Plan, because you became vested once you completed three years of vesting service. Please refer to prior Plan documents and summary plan descriptions for an explanation of how vesting service was earned.

Years of Service

You earn one year of service for each 12-month period that you work, no matter how many hours you work. The 12-month periods are counted from your hire date until your severance date, which is the earliest of the:

- Date you retire, quit, are discharged or die;
- First anniversary of your absence (with or without pay) for a reason other than those listed above, such as vacation, holiday, leave of absence, sickness or layoff; or
- Date you are found to be disabled under the long-term disability plan sponsored by Georgia-Pacific, but no earlier than the first day of the sixth month after your last day of active employment with Georgia-Pacific.

If you do not complete an hour of service within 12 months after your severance date, you have a "break in service." 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).

For more information about service and grandfathered plans, including how a break in service might affect your eligibility for an early retirement benefit, contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch.

Your Plan Benefit

As an eligible participant, the Plan has established a personal account for you. Your account grows with benefit credits, excess benefit credits (if applicable) and interest credits. You can keep track of the activity in your account by contacting the Koch Retirement Solutions Center at www.resources.hewitt.com/koch or (877) 344-5772.

Eligible Pay

Eligible pay means the compensation actually paid to you in cash while you are employed and categorized by Georgia-Pacific as:

- Wages, base salary or commissions;
- Differential wage payments for qualified military service;
- Holiday and vacation pay;
- Short-term incentive pay or incentive awards;
- Indirect labor costs;
- Idle time pay;
- Premium pay; and
- Pay for safety meeting and training.

Eligible pay also includes any before-tax contributions you make to a Company-sponsored 401(k) plan or flexible benefit plan.

Eligible pay does *not* include amounts categorized by Georgia-Pacific's payroll records as court settlements (other than for back pay or wages), employee relations payments, executive life cash payments or payouts, imputed income, miscellaneous income, severance pay, third party payments, tuition reimbursements, reimbursements or other expense allowances (including fringe benefits and moving expenses), any payments from any deferred compensation plan and any payments from the Performance Unit Plan or other long-term incentive award plan.

The amount of pay the Plan can take into account is limited by federal law and is subject to change annually. For 2016, this amount is $265,000. You may contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch for the limit in future years.

Benefit Credits

Your account will be credited on the 15th day and the last day of the month with a benefit credit equal to a percentage of your eligible pay for that semi-monthly period. The benefit credit percentage depends on your age on the December 31 before the applicable semi-monthly period. The table below shows how the benefit credit percentage changes as your age increases:

Age At The Applicable December 31	Benefit Credit Percentage
Below 30	4.0%
30 – 39	4.5%
40 – 49	5.0%
50 – 59	5.5%
60 and over	6.0%

For example, if you are 49 on December 31, 2016, your benefit credit will be 5% of your eligible pay for each semi-monthly period during the year 2017 in which you participate in the Plan. Since you will turn 50 during 2017, your benefit credit will increase to 5.5% for each semi-monthly period beginning in 2018.

Excess Benefit Credit

If your eligible pay is more than the Social Security wage base during a calendar year, your account will also be credited with an "excess benefit credit" equal to a percentage of your excess pay for that semi-monthly period. The excess benefit credit will begin with the first semi-monthly period that you have excess pay. For the year 2016, the Social Security wage base is $118,500. The Social Security wage base is set by federal regulations and can be changed annually to reflect published cost-of-living adjustments. You may contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch for the Social Security wage base in future years.

Like the benefit credit, the percentage of excess benefit credit you receive also depends on your age on the December 31 before the applicable semi-monthly period. Your excess benefit credit percentage will change as your age increases, as shown in the table above under "Benefit Credits."

Example

Assume you are 40 years old on December 31, 2016, and your annual eligible pay for 2017 is $120,000. If the Social Security wage base is $118,500 for 2017, you will have $1,500 in excess pay for 2017 ($120,000 - $118,500). Assume that the first semi-monthly period in November 2017 will be the first period in which you have excess pay. Beginning November 15, 2017, your personal account will be credited with a benefit credit equal to 5% times your eligible pay for that period plus an excess benefit credit equal to 5% times your excess pay.

Beginning on November 1, 2017, the total annual benefit credit added to your personal account would be:

5% times your eligible pay for the year
$120,000 x 0.05 = $6,000
plus
5% times your excess pay for the year
$1,500 x 0.05 = $75
equals
$6,000 + $75 = $6,075

Interest Credits

On the 15th day and the last day of the month, an interest credit will be added to your personal account. The amount of the interest credit is equal to the semi-monthly interest crediting rate multiplied by your personal account balance at the end of the previous semi-monthly period. The rate used to calculate interest credits is the semi-monthly interest rate that yields, on an annual basis (when compounded), the annual 30-year Treasury Constant Maturities Rate determined as of the November before the plan year for which it applies. Contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch for the current interest rate.

For example, assume you have a personal account balance of $50,000 as of June 30, 2017. If the 30-year Treasury Constant Maturities Rate as of November 2016 is 4.19%, the semi-monthly interest crediting rate, when compounded, is 0.171171%. The interest credits to be added to your personal account as of July 15 would be $50,000 x 0.00171171 = $85.59.

Grandfathered Benefit Formula

If you were at least 40 years old on January 1, 1989 or, if later, on the date your prior plan merged into this Plan (see the Appendix), you may be eligible for a grandfathered benefit under the Plan in effect at that time.

If this applies to you, your personal account when you leave the Company will not be less than:

Your personal account balance as of December 31, 1999
plus
Grandfathered benefit credits determined using your pre-January 1, 2000, benefit credit percentage
plus
Interest credits as if the grandfathered benefit credits had been made on the 15th day
and the last day of each month beginning on January 1, 2000, and
ending on your termination of employment.

The values of both your personal account calculated using the current benefit formula and the grandfathered benefit formula are available by contacting the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch.

If you believe you are entitled to the grandfathered benefit formula and do not see it reflected in your personal account balance, please contact the Koch Retirement Solutions Center.

Prior Plan Benefit

Certain special provisions may apply to your benefit if you participated in a plan that was merged into this Plan (see the Appendix for a list of these plans and the applicable merger date).

In general, when you joined this Plan, a personal account was established for you and credited with a starting balance equal to either:

- The present value of your prior plan accrued benefit (determined by an enrolled actuary); or
- If your prior plan was a cash balance plan, your prior plan account balance as of the day before the merger.

However, if you were a former participant in the Unisource Worldwide, Inc. Participating Employees' Pension Plan or the Fort James Pension Plan for Salaried and Other Non-Bargaining Unit Employees, your prior plan accrued benefit (as determined by an enrolled actuary) was frozen as of the applicable merger date and merged into this Plan. Your prior plan frozen accrued benefit represents the monthly amount payable to you at age 65 (or your current age, if older) and will be paid *in addition* to your personal account when you terminate or retire. If you have a prior plan frozen accrued benefit, that portion of your benefit will be governed by the provisions of the prior plan but will be administered from this Plan. For information about your prior plan frozen accrued benefit and the provisions of your prior plan, contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch.

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 after age 65, your account balance will be actuarially increased from the later of your normal retirement date or your termination date, to the date you start receiving your benefit payments, 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.

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.

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.

You may choose one of the following optional forms of payment:

- 50%, 75% or 100% joint and survivor annuity;
- Lump-sum payment; 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.)

Lump-Sum Payment

Your personal account will be paid in a single lump sum. No further payments will be made to anyone.

On or after September 1, 2016, the lump-sum payment will be available to all participants in the Plan. This includes participants who participated in a prior plan that was subsequently merged into this Plan (a list of merged plans can be found in the "Appendix"). Contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch for more information.

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.

Note: If you participated in another plan that was merged into this Plan, other benefit payment forms may be available. To find out what other benefit payment forms may be available to you, please refer to the Appendix, call the Koch Retirement Solutions Center at (877) 344-5772 or request a retirement kit 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.

If you are fully vested when you terminate employment, and the lump-sum present value of your personal account is over $5,000, you may elect to receive a cash payment or you may elect an annuity form of payment. You may also choose to defer receipt of your benefit until no later than the date you turn 70-1/2 (your personal account will continue to be credited with interest credits until you receive a distribution from the Plan).

Note: If you are a former participant in the Unisource Worldwide, Inc. Participating Employees' Pension Plan or the Fort James Pension Plan for Salaried and Other Non-Bargaining Unit Employees, the dollar thresholds described above apply to the sum of your personal account and the present value of your frozen prior plan accrued benefit.

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

Returning to Work Before Age 65

If you are rehired by Georgia-Pacific (or an affiliate) after you retire but before age 65, your monthly benefit payments will be stopped and any decisions you made about how your benefit would be paid will no longer apply. You will no longer be eligible to actively participate in the Plan or to accrue benefit credits, although your personal account will continue to accrue interest credits.

Payments will be stopped for as long as you are employed. When you leave Georgia-Pacific or its affiliate, you must re-apply for your benefit. Your personal account balance will be adjusted for any monthly benefit paid before you were rehired plus additional interest credits. The resulting balance will be converted to the form of payment you elect for your subsequent retirement. If you choose the same form of payment as before, your new monthly benefit payment may not be less than the previous monthly benefit payment.

Working or Returning to Work After Age 65

If you continue to work past age 65, your benefit is not payable to you until you terminate employment.

If you are rehired by Georgia-Pacific (or an affiliate) after age 65, your benefit is not payable to you until you subsequently terminate employment. If your benefit payments had begun, you must notify the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch if you are rehired. Your benefit payments will be stopped until you terminate employment and request your benefit from the Plan Administrator.

If 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 received a benefit payment during any month when your benefit should have been stopped, the Plan has the right to recover that payment by reducing future benefit payments by up to 25% until the full amount of any overpayment has been recovered.

Payments from Pension Plans Unrelated to Georgia-Pacific

The above suspension of benefit rules will not apply if:

- When payments began, the company that maintained the pension plan was not an affiliate of Georgia-Pacific; and
- Distributions began due to your bona fide retirement or termination of employment.

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. 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 by contacting the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch.

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 beneficiary if you die before your benefit payments begin.

A benefit will not be paid until your beneficiary calls the Koch Retirement Solutions Center at (877) 344-5772 to request a retirement kit. If your beneficiary 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 beneficiary's benefit begins.

If You Die *Before* Your Benefit Begins

If you are married and your spouse is your beneficiary, your personal account will be paid to your surviving spouse as a life annuity; unless your spouse chooses one of the optional benefit payment forms. However, if your personal account is valued at $5,000 or less at the end of the calendar month in which you die, your personal account will automatically be paid to your surviving spouse in one lump sum.

If you are married and have named a beneficiary other than your spouse (with your spouse's written consent), your personal account will be paid to your beneficiary in one lump sum.

If you are single and you die before your benefit under this Plan has begun, your personal account will be paid to your designated beneficiary in one lump sum or to your estate if you did not name a beneficiary.

Benefits will be paid as soon as possible after your death is reported to the Plan.

If you have a prior plan frozen accrued benefit, that benefit may or may not be payable as a death benefit depending on the provisions of the prior plan. If you have questions about a potential death benefit under a prior plan, please contact the Koch Retirement Solutions Center at (877) 344-5772 or www.resources.hewitt.com/koch for more information.

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 at the time of your termination of 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 Salaried Pension Plan
Plan Number	046
Plan Type	Defined benefit pension plan
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.

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—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 disabled if you have a bodily injury or disease that makes you eligible to receive benefits under the long-term disability plan sponsored by Georgia-Pacific (or would do so if you were enrolled in that plan).

Employer—The Company and any affiliate of the Company and any successor or successors of any of them.

Hour of Service—An hour for which you are paid, or entitled to pay, for the work you perform for Georgia-Pacific.

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.

Appendix

List of Merged Plans

Plan	Merger Date
Brunswick Pulp & Paper Company Retirement Plan	January 1, 1989
Brunswick Pulp Land Company Retirement Plan	January 1, 1989
Hudson Pulp & Paper Corp. Past Service Pension Plan for Salaried Employees	January 1, 1989
Georgia-Pacific Corporation Savings & Capital Growth Plan (Employer Fund)	January 1, 1989
Georgia-Pacific Corporation Salaried Employees Retirement Plan (as in effect before January 1, 1989)	January 1, 1989
Retirement Plan for Salaried Nonexempt Pulp Mill, Production and Maintenance Employees of Leaf River Forest Products, Inc. (as in effect before January 1, 1991)	January 1, 1991
Retirement Plan for Salaried Employees of Great Northern Nekoosa Corporation (as in effect before January 1, 1991)	January 1, 1991
Pension Plan for Non-Negotiated Employees of Domtar Industries, Inc. (as in effect on April 15, 1996)	April 15, 1996
Georgia-Pacific Tissue Salaried Retirement Plan (as in effect on December 31, 1999)	January 1, 2000
Wisconsin Tissue Mills Retirement Plan for Non-Union Hourly Employees (as in effect on March 31, 2000)	April 1, 2000
Unisource Worldwide, Inc. Participating Employees' Pension Plan (as in effect on March 31, 2001)	April 1, 2001
Fort James Pension Plan for Salaried and Other Non-Bargaining Unit Employees (as in effect on September 30, 2001)	October 1, 2001
Color-Box Salaried Retirement Plan (as in effect December 31, 2002)	January 1, 2003

2016

Georgia-Pacific LLC Salaried Pension Plan

Effective Date: 1/1/2016
Print Date: 1/2016