WEYERHAEUSER PENSION PLAN

Eligible U.S. Participants
SUMMARY OF 2014 RETIREMENT PLAN CHANGES
Applies to all U.S. Pension and 401(k) Plan Participants

This summary of material modifications notifies you about changes to your Weyerhaeuser retirement benefits in accordance with the Employee Retirement Income Security Act of 1974, as amended, (ERISA). This SMM and other applicable SMMs become part of your summary plan descriptions; together they provide a complete description of provisions of your plans. Please read this SMM carefully and keep it with your benefits information for future reference.

Pension and 401(k) Plan Changes

Claim Appeal Time Limits: Effective December 31, 2013, you may not take legal action against the Pension Plan and/or 401(k) Plan with respect to a denial unless you file action the earlier of the following dates:

- Three years following the date on which eligibility for benefits is denied or you would reasonably know that benefits should be denied.
- One year following the date of the Appeals Committee’s final determination.
- One year following the date the appeal is deemed denied due to the expiration of the applicable review period.

For More Information

If you have questions, please call the Weyerhaeuser Employee Service Center at 800.833.0030. Representatives are available Monday through Friday from 6 a.m. to 4:30 p.m., Pacific time.

Your benefit booklets (also known as summary plan descriptions) are available by request. You may access current booklets through myGuide (for active employees) or at weyerhaeuser.com/retirees (for retirees or former employees). You may also contact the Weyerhaeuser Employee Service Center at 800.833.0030.

This document is only a summary and does not provide a complete description of the available benefits. Weyerhaeuser continues to reserve the right to amend, modify, suspend, or terminate any benefits in whole or in part, at any time and for any reason. Any amendments, modifications, suspensions, or termination of benefits for individuals covered by a collective bargaining agreement will be made in conjunction with the collective bargaining process. Nothing in this document creates a guarantee of current or future benefits or financial contributions/subsidies. Refer to your summary plan description or official plan document for a complete description of plan benefits.
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ABOUT THIS SUMMARY PLAN DESCRIPTION

This summary plan description (SPD) provides a concise description of the Weyerhaeuser Pension Plan (the “Plan”) updated effective January 1, 2012. If your employment ended before January 1, 2012, portions of this SPD may not apply to you. In general, your benefit is governed by the terms of the Plan that were in effect when your employment with Weyerhaeuser ends. This SPD should be read together with the SPD that was in effect when you terminated employment with Weyerhaeuser. To request a copy of the prior SPD, you may contact the Employee Service Center at 800.833.0030.

Every attempt has been made to communicate this information clearly and in easily understandable terms. Certain terms used to describe the Plan are defined in the “Glossary” at the back of this booklet.

If there is any conflict between the information in this SPD and the legal Plan document, the legal Plan document will govern. Weyerhaeuser Company (“Weyerhaeuser” or “the Company”) or its applicable delegate has sole and absolute discretion and authority to interpret the terms of Weyerhaeuser employee benefit plans, resolve any ambiguities and inconsistencies in the Plan, and make all decisions about eligibility for and entitlement to benefits under the Plan.

Weyerhaeuser is the Plan sponsor. Weyerhaeuser contracts with The Vanguard Group (“Vanguard”) to be recordkeeper and to assist with Plan administration. For more information about the Plan, call Vanguard at 800.523.1188 or visit the Vanguard website at www.vanguard.com. To use the website, you must register online for a password.

Weyerhaeuser intends to continue the Plan described in this SPD indefinitely. It does, however, reserve the right to amend, modify, suspend, or terminate the Plan in whole or in part, at any time and for any reason. However, the Plan cannot be changed in a way that would reduce benefits you have accrued before any change.

Esta Descripción de Resumen del Plan describe los beneficios bajo el plan y sus derechos, en el idioma inglés. Si tiene dificultades para entender alguna parte de esta Descripción de Resumen del Plan, por favor llame al Centro de Servicio para Empleados de Weyerhaeuser (Weyerhaeuser Employee Service Center) al 800.833.0030 y solicite hablar con un traductor. Los representantes se encuentran ahora disponibles de lunes a viernes, de 6:00 a.m. – 4:30 p.m., hora del Pacífico.
Updates
If Weyerhaeuser changes the Plan, you will receive a summary of material modifications (SMM) document that describes the changes. SMMs and the Plan changes they describe become part of this SPD and, as such, should be kept with this SPD.

Changes in Your Personal Information
It is important to keep your beneficiary designation and marital status up-to-date with Vanguard. This ensures accurate benefit estimates and allows benefits to be paid to your beneficiary if you die prior to beginning your pension benefit. It is your responsibility to contact Vanguard to update your records upon marriage, divorce, remarriage and/or the death of your spouse or named beneficiary.

It is also your responsibility to make sure Weyerhaeuser and Vanguard have your correct mailing address. Call Vanguard with any address changes.
PARTICIPATION

You are a participant in the Pension Plan if you had accrued a benefit under the Plan as of your termination date and did not subsequently forfeit that benefit under the Plan’s vesting rules. You also may be a participant if you are entitled to or receiving a Pension Plan benefit as a beneficiary or under Qualified Domestic Relations Order. A QDRO is a result of a divorce decree, property settlement, or child-support order. More information about a QDRO is described in this booklet.

You are not a participant in the Pension Plan if you were a participant when your employment ended but have subsequently taken a lump sum distribution of your benefit under the plan.

How Service is Counted

Your Plan benefit is based in part on two types of service: your vesting service and your credited service. Vesting service determines whether you are eligible for a benefit and credited service determines the amount of your benefit. The terms of the Plan in effect when you terminated employment govern how your final benefits will be calculated. To obtain a copy of the booklet in effect when you terminated employment, you may contact the Weyerhaeuser Employee Service Center at 800.833.0030.

How Your Benefit is Calculated

To understand how your benefit is calculated, contact Vanguard for more information or refer to the benefits booklet that was in effect when you terminated employment.

If you are not yet receiving your benefit, you can also contact Vanguard to obtain an estimate of your future benefit.
BENEFICIARIES AND SPOUSAL CONSENT

It’s important to name a beneficiary who will receive your benefits if you should die. The Plan has special rules for selecting beneficiaries and payment options. These rules are based on whether you are married and which payment option you select.

**Note:** If you are not married or married but would like to choose a form of benefit other than the standard 100% Joint and Survivor Annuity form of payment under the Plan, a beneficiary designation and/or spousal consent must be made in writing and submitted to Vanguard on approved Plan forms.

**Married Participants**

**DEATH BEFORE YOU RECEIVE PLAN BENEFITS**

If applicable, your spouse must be your primary beneficiary for a benefit paid if you die with a vested benefit and before electing to start receiving Plan benefits. To further protect your pension benefit, you may designate contingent beneficiaries if permitted under your Plan. These are individuals who will receive your Plan benefit if, at the time of your death, your spouse is no longer living. However, only one contingent beneficiary will be paid from the Plan and this will be the first listed living person at the time of your death.

If you previously delivered a beneficiary designation form when you were unmarried, such designation will become invalid on the date of your marriage and your spouse will become your primary beneficiary.

You may request a summary plan description or call the Plan administrator at any time to determine if the pre-retirement death provision is applicable to your benefit.

**DEATH AFTER YOU ELECT TO RECEIVE PLAN BENEFITS**

Unless the applicable section of the Plan states otherwise, under federal law if you are married your spouse must be your beneficiary when you elect to receive plan benefits unless an allowable spousal consent is obtained that approves the designation of a non-spouse beneficiary (for example, for a certain & life annuity). In addition, if you are married and select a joint and survivor annuity option, your spouse must be your beneficiary.

If you select a payment option that is not a joint and survivor annuity, you may name anyone as your primary beneficiary, but your spouse must provide written, notarized consent to that payment selection, including the designation of any non-spouse beneficiary, if applicable.
Unmarried Participants

DEATH BEFORE YOU RECEIVE PLAN BENEFITS
You should always have a current primary beneficiary designation and if the plan allows, a contingent beneficiary designation on file with the Plan. If you die with a vested benefit and before electing to receive Plan benefits, Vanguard must pay any available Plan benefit to your beneficiary of record. If you die without naming a beneficiary or your beneficiary is not living, no Plan benefit will be paid.

Therefore, it is very important to always have a current beneficiary designation on file at Vanguard.

If you are in Part 29, different rules apply. For more information, call the Employee Service Center at 800.833.0030.

DEATH AFTER YOU ELECT TO RECEIVE PLAN BENEFITS
If you are not married, your payment selection and beneficiary designation at the time you elect to receive benefits from the Plan is generally not restricted. You may name any one living person if you elect a joint and survivor annuity option or another payment option that is not a joint and survivor annuity.

For more information about designating a beneficiary or to obtain a beneficiary designation form, call Vanguard at 800.523.1188.
APPLYING FOR YOUR PENSION BENEFIT

Federal laws and Plan procedures require that you follow a specific process to start receiving your Plan benefit. You should begin that process no sooner than 90 days before you want to start receiving your pension benefit.

After you elect a payment option, you may change or cancel it at any time before payments start. During this time, you may also name a new beneficiary. If you are married, you may need your spouse’s written, notarized consent. (See “Choosing Your Beneficiary” for details.) However, once payments start, you cannot change your benefit election; your choices are final.

Benefit payments begin “as of” the first day of a month. You must request your paperwork from Vanguard no later than the 15th day of the prior month. For example, if you want to start receiving your pension benefit as of July 1, you should contact Vanguard between April 1 and June 15 (or earlier if June 15 is not a business day).

If you do not contact Vanguard to request your retirement paperwork by the 15th day of the prior month, your benefit start date will be adjusted by one month. For example, if you want to start receiving your pension benefit as of July 1 but delay requesting paperwork from Vanguard until June 16, your benefit start date will be adjusted to August 1 because you missed the deadline to make payment effective as of July 1. The following table shows sample timeframes:

| If you want to begin receiving your pension payments on... | Last day to request a Retirement Kit ...
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<td>May 1</td>
<td>April 15</td>
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<td>June 1</td>
<td>May 15</td>
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<td>(or earlier if May 15 is not a business day)</td>
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<tr>
<td>July 1</td>
<td>June 15</td>
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<td>(or earlier if June 15 is not a business day)</td>
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Timing of Benefit Payments

Another important consideration for starting your Plan benefit payments is the timing of your first payment. Generally, the date of your first actual payment will not be the same as your benefit start date.

If your benefit does not start at age 65 (or termination from Weyerhaeuser, if later), minimum distributions will start April 1 of the year following the calendar year in which you reach age 70½.
Application Process

If you do not complete all required forms or fail to provide requested documents, the form of payment you select and your payment start date may be impacted.

To begin the process to receive your benefit:

- Call Vanguard Participant Services at 800.523.1188 to request a Retirement Kit, which includes an estimate of your Plan benefit and appropriate retirement forms. Associates are available Monday through Friday between 5:30 a.m. and 6:00 p.m., Pacific time. You may also go online at www.Vanguard.com to begin the process online.

Forms received by Vanguard more than 90 days before your benefit start date or received more than 180 days after the date you requested them will be rejected as no longer valid.

Survivor Benefits

If you die after Plan benefit payments begin, any payment to your beneficiary will be based on the form of payment you selected. If you die before you begin receiving Plan benefit payments, your beneficiary may be eligible for a survivor benefit as outlined next. The monthly survivor benefit for your designated beneficiary will be the same amount payable as if you had ended your employment on the day before you died and selected a 100% joint and survivor annuity.

If you are eligible for:

- **Early retirement** at the time of death, reductions for early retirement will be applied using your age at your date of death.
- **Vested retirement** at the time of your death, actuarial reductions will be used to determine the benefit payable to your beneficiary.
- **Disability retirement** at the time of your death, actuarial reductions for form of benefit will apply.

If the lump-sum value of your benefit at the time of your death is less than or equal to $5,000, it must be paid to your beneficiary as a single lump sum.

Benefit payments to your beneficiary generally may begin the first day of the month following the date of your death. Alternatively, if you are eligible for vested, early, or disability retirement and your beneficiary is also your spouse, he or she may postpone benefit payments until the first day of the month following the earliest date you would have been able to start receiving your benefit but not later than your normal retirement age. If your beneficiary is not your spouse, he or she must begin receiving benefit payments immediately.

If you elected, in writing, to start receiving your benefit payments and you die before receiving your first payment, special rules may apply. For example, in most cases your payment election will be applied and benefit payments to your beneficiary will start immediately. This means your beneficiary will not be able to defer payment. If
this occurs, Vanguard will review your election forms, make a determination on the receipt and completeness of the forms, and notify your beneficiary of the decision.

If your beneficiary was your spouse and he or she provided spousal consent for the single life annuity you elected before your death, he or she may be able to revoke that consent. This would cause the benefit payable to default to the 100% joint and survivor annuity form of payment.
TAXES

When the Plan pays your benefit, the benefit is considered taxable as ordinary income in the year in which you receive it. The taxes you pay on the Plan benefits you receive vary based on the payment option you elect, your age, tax rates in effect at the time of the distribution, and possibly other factors. Special rules apply if you are over age 70½. You will receive more information when you request a payment from the Plan.

Taxable Income

Generally, if you are receiving monthly payments, you may choose whether to have taxes withheld. If you receive a lump-sum payment federal tax law requires a 20% withholding if the money is paid directly to you. State income tax withholding may also be required. Payments received before you reach age 59½ may be subject to an additional 10% penalty tax unless you have separated from service after reaching age 55.

Direct Rollovers

If you receive a lump-sum payment, as applicable, your benefit is eligible for rollover and you may avoid withholding taxes and the 10% penalty by having the payment made directly to an individual retirement account (IRA), including a Roth IRA, or another eligible employer’s plan. This is called a direct rollover. If you elect a direct rollover, you will not pay taxes on the funds until you withdraw them from the IRA or other plan.

Tax Summary

Tax laws affect people in different ways, and they also change periodically. Please consult a tax advisor before you make any final decisions about the form of payment that you select for your Plan benefit. Both the timing and form of payment can impact taxes. A complete summary of IRS tax rules will be provided when you apply to begin your pension benefit or you may request one from Vanguard at 800.523.1188. This tax summary is only intended as a guide.
WORK AND LIFE EVENTS

If you are rehired by Weyerhaeuser, special rules may apply to coordinate your service and accrued benefits associated with your separate periods of employment as described below.

If you are later rehired at the same location, your eligible service during both periods of employment will generally count toward your Plan benefit. (This does not apply to certain service you may have earned before January 1, 1976.) If you are rehired to a different location or type of position, you may begin earning benefits under a different Part or Title of this Plan. Generally, your benefit under such Part or Title of the Plan will be calculated based only on the years of credited service you earn after you are rehired. The years of vesting service you earned under another Part or Title of the Plan prior to your reemployment will count toward your vesting service under the Part or Title of the Plan that you participate in after you are rehired.

If you are rehired after your benefit payments have begun, you will continue to receive payments while you work. When you later retire, you will receive an additional benefit based on the additional eligible service from your subsequent period of employment.

“Bona fide termination of employment”

Internal Revenue Service (IRS) rules require that a “bona fide termination of employment” occur before Plan benefit payments are made to avoid tax consequences to you, the Plan, and the Company. Therefore, Weyerhaeuser strictly prohibits any re-employment that is planned in advance of your retirement or shortly afterward. Other requirements may also have to be satisfied for you to perform services for Weyerhaeuser after retiring and receiving your Plan benefit.

Contact Vanguard if you have questions about rehire work events and their impact to your Plan benefit.
RULES AND REGULATIONS

This section describes certain rules and regulations that affect you as a Plan participant.

Your Rights Under ERISA

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended, that entitles you to:

- Examine, without charge, at the Plan administrator’s office and other specified locations, such as work sites and union halls, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and updated SPD. The Plan administrator may make a reasonable charge for the copies.
- Receive a copy of the Plan’s annual funding notice. The Plan administrator is required by law to furnish each participant with a copy of this funding notice.
- Obtain a statement telling you whether you have a right to receive a pension at your normal retirement age (age 65) and, if so, what your benefit would be at normal retirement age if you stop working under the Plan right now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get the right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. In any event, the Plan administrator is required by law to furnish each participant with a statement once every three years. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, 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 the 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 Plan administrator’s control.
If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the 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 office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory. You may also contact:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**Qualified Domestic Relations Orders (QDROs)**

Federal law protects your Plan benefit from assignment and transfer to others. However, the Retirement Equity Act of 1984, as amended, specifically provides that this protection not apply to Qualified Domestic Relations Orders (QDROs). A QDRO is a court order, such as certain divorce decrees, property settlements, and child-support orders that satisfies requirements of the Internal Revenue Code (IRC). If a court order of this type is received, you will be advised in writing.

If the Plan receives notice that a QDRO is being sought, your Plan benefit may be affected. A hold may be placed on Plan benefit payments, as applicable, for a period described in the Plan QDRO procedures. You will be notified if Weyerhaeuser places a hold on your Plan benefit payments. For a free copy of the Plan QDRO procedures, call the Vanguard QDRO Determination Unit at 800.809.8104. Fax inquiries directly to the QDRO Determination Unit at 484.582.3034.

All Domestic Relations Orders and correspondence about the qualification process should be directed to The Vanguard Group at:

The Vanguard Group
Attn: QDRO Determination Service, L25
P.O. Box 2900
Valley Forge, PA  19482-2900
Pension Benefit Guaranty Corporation (PBGC) Insurance

Your Plan benefit is insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay them. Most people receive all the benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- Normal and early retirement benefits.
- Disability benefits if you become disabled before the Plan terminates.
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year the Plan terminates.
- Some or all benefit increases and new benefits based on Plan provisions that have been in place for less than five years at the time the Plan terminates.
- Benefits for which participants are not vested because they have not worked long enough for the company.
- Benefits for which participants have not met all the requirements at the time the Plan terminates.
- Certain early retirement payments if they result in an early retirement monthly amount greater than the monthly benefit at the Plan’s normal retirement age.
- Non-pension benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on the funded status of the Plan.

For more information about the PBGC and the benefits it guarantees, ask the Plan administrator or contact:

PBGC Technical Assistance Division
1200 K St., NW, Suite 930
Washington, DC 20005-4026

You also can call 202.326.4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800.877.8339 and ask to be connected to 202.326.4000. Additional information about the PBGC pension insurance program also is available at www.pbgc.gov.
Claim Review and Appeal Procedures
The Plan uses the following procedures when making decisions on claims and appeals. The procedures also include rules that you must follow to properly report a claim and appeal the denial of a claim under the Plan. Any reduction, denial, or termination of benefits will be treated as a claim denial and will be subject to the rules in the claim and appeals procedures. If you are denied eligibility to participate in the Plan, you can appeal that decision using these procedures. You may not sue in court for Plan benefits until you complete all the claim and appeal procedures.

Claims and appeals for eligibility and participation in the Plan are administered by the Weyerhaeuser Company Employee Benefit Appeals Committee. Claims and appeals for payment of benefits under the Plan are administered by Vanguard and the Weyerhaeuser Company Employee Benefit Appeals Committee.

LOSS OR DENIAL OF BENEFITS
You and/or your beneficiary may lose some or all of your Plan benefit if:

- You do not qualify for benefits under the terms of the Plan.
- Your employment with Weyerhaeuser ended before you were 100% vested.
- Your Plan benefit is limited by federal tax laws.
- Information for you or your beneficiary in the Plan’s records is incorrect (e.g., your address, your marital status, your beneficiary’s date of birth). In such cases, Plan benefit payments may be delayed. It is your responsibility (and your beneficiary’s in the case of your death) to provide Vanguard with a current address after your employment with Weyerhaeuser has ended.
- Your Plan benefit is subject to a Qualified Domestic Relations Order (QDRO). (See “Qualified Domestic Relations Orders (QDROs)” for details.)
- You die before Plan benefit payments begin and have not named or do not have a surviving beneficiary for your Plan benefit.
- The Plan terminates and there are not enough Plan assets to provide all the benefits. (See “Plan Termination” for details.)
- An error occurs in determining Plan benefits. This may be due to incorrect or incomplete data or other reasons. If an error is discovered, it will be corrected. Overpayments resulting from an error may be deducted from future payments, if any. If you receive an overpayment, you will be required to repay the Plan.

FILING A CLAIM
If you believe that there is an error in your Plan benefit payments, that you are entitled to a different Plan benefit, disagree with any determination that has been made reflecting your Plan benefit, or have a complaint about the Plan, you (or your authorized representative) may submit a claim in writing for a review by Vanguard. Your written claim must be filed within 60 days after you first receive the information on which the claim is based.
Your claim should explain, as best you can, what you want and why you believe you are entitled to it, and should include copies of any relevant documents.

Formal claim submissions should be sent to:

The Vanguard Group
Attention: Weyerhaeuser Pension Plan
P.O. Box 1101
Valley Forge, PA 19482

You will be notified in writing within 90 days after the claim is received. Some claims may require an additional 90 days to review because of special circumstances. You will be notified if additional time is required to review your claim. If Vanguard fails to respond to the claim in a timely manner, you may treat the claim as having been denied.

If your claim is denied, the written notice sent to you will include:

- The specific reason for the denial of your claim.
- Specific reference to the appropriate Plan provisions on which the denial is based.
- If applicable, a description of additional material or information necessary for you to substantiate the claim and an explanation about why such material or information is necessary.
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.
- An explanation of the appeal procedure.

CLAIM APPEAL PROCESS

Within 60 days after receiving a denial, you or your representative has a right to review the Plan documents and appeal the decision by submitting a written appeal to the Weyerhaeuser Employee Benefit Appeals Committee. To do this, you must:

- State in writing why you believe your request should not have been denied or why the payment should be different.
- Submit written comments, documents, records, and other information necessary to support your appeal.

Send the appeal and copies of any supporting documentation to:

Weyerhaeuser Employee Benefit Appeals Committee Chairperson
CH 3K33
PO Box 9777
Federal Way, WA 98063-9777

Your appeal will be decided based on information you provide in your submission to the Weyerhaeuser Employee Benefit Appeals Committee, so you should ensure that your submission is complete.
You may request copies of (or reasonable access to) all pertinent Plan documents and other information relevant to your claim for benefits free of charge.

The Weyerhaeuser Employee Benefit Appeals Committee will:

- Review your appeal and supporting documentation.
- Notify you of its decision, normally within 60 days after receiving your appeal. If special circumstances warrant an extension, you will be notified of this in writing, and the decision will be made not later than 120 days after your appeal is received. If you do not receive a decision within the specified time, you should assume that your claim or appeal was denied on the date the specified time expired.

If your claim for benefits is denied, the Weyerhaeuser Employee Benefit Appeals Committee will give you in writing:

- The specific reason for the denial of your claim.
- Specific reference to the appropriate Plan provisions on which the denial is based.
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.
- A statement about your right to bring a civil action under Section 502(a) of ERISA following an adverse decision on your appeal.

The Weyerhaeuser Employee Benefit Appeals Committee has the absolute power to construe disputed or doubtful Plan terms, resolve all claims, and make all decisions about eligibility and/or benefits coverage. Any decision by the Weyerhaeuser Employee Benefit Appeals Committee will be final and binding on Weyerhaeuser, any fiduciary, employee, participant, dependent, or other beneficiary. Unless the decision is arbitrary and capricious, it must be upheld by a court of law.

CLAIM APPEAL BASED ON DISABILITY

In general, the foregoing rules that apply to claims for benefits and appeals of claims also apply to benefits based on disability. (See “Claim Appeal Process” for details.) There are, however, certain differences that apply to claims for benefits based on disability:

- The time period for responding to your claim is shortened from 90 days to 45 days. The time to respond may be extended by 30 days and then an additional 30 days.
- You must file your request for review within 180 days after the date you receive notice that your claim has been denied. The time period for responding to your claim is shortened from 60 to 45 days. The time to respond may be extended by 45 days.

If a claim decision involving disability is based on medical judgment when an appeal is filed, the Plan will consult with a health care professional who was not involved in the original decision and is not subordinate to the original decision maker.
TIME LIMITS
You may not take legal action against the Plan more than 365 days after the date that the Weyerhaeuser Employee Benefit Appeals Committee notifies you about its decision on your appeal. Furthermore, you must first exhaust all administrative remedies as set forth in the Plan’s claim procedures before you may bring suit in court for the denial of any claim. If you do not do so in a timely manner, you will forfeit your right to sue.

TOP-HEAVY
Federal law requires that the Plan be tested periodically to determine if certain key employees are earning Plan benefits that exceed IRS limits. If so, the Plan is considered to be “top heavy.”

Currently, the Plan is not top heavy. However, if it becomes top heavy in the future, certain employees (as defined in the Internal Revenue Code) who are not owners or executives may be entitled to additional Plan benefits. You will be notified if this occurs.
PLAN TERMINATION

Weyerhaeuser may end the Plan at any time. If the Plan is terminated, no trust assets may be returned to Weyerhaeuser or used for purposes other than for the exclusive benefit of Plan participants, former participants, or beneficiaries until all Plan benefit liabilities and obligations are satisfied.

If the Plan terminates, each participant’s Plan benefit will be fully vested automatically and distributed to the participant or the participant’s beneficiaries in accordance with the Plan and Internal Revenue Service (IRS) rules.

Plan benefits are insured by the Pension Benefit Guaranty Corporation (PBGC). (See “Pension Benefit Guaranty Corporation (PBGC) Insurance” for information about the PBGC.) Weyerhaeuser may end the Plan or it may be terminated by the PBGC for any of the following reasons:

- The Plan has not met minimum funding standards.
- The Plan is unable to pay benefits when due.
- The PBGC decides its losses would be too great if the Plan were not terminated.
- Weyerhaeuser ceases operations and there is no successor company.
The information in this SPD is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

<table>
<thead>
<tr>
<th>Agent for service of legal process</th>
<th>Weyerhaeuser Company Corporate Secretary Law Department 33663 Weyerhaeuser Way South Federal Way, WA 98003 253.924.2345 Service of legal process may also be made on the trustee or the Plan administrator.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer identification number</td>
<td>91-0470860</td>
</tr>
<tr>
<td>Employer name and address</td>
<td>Weyerhaeuser Company P.O. Box 9777 Federal Way, WA 98063-9777 800.833.0030</td>
</tr>
<tr>
<td>IRS plan number</td>
<td>002</td>
</tr>
<tr>
<td>Plan administrator</td>
<td>The Plan administrator has the authority to control and manage the operations and administration of the Plan. In exercising their discretionary powers under the Plan, the Plan administrator and any designee (including Vanguard) will have the broadest discretion permissible under ERISA and any other applicable laws, and their decisions will constitute final review of your claim by the Plan. A Plan benefit will be paid only if the Plan administrator or its designee decides in its discretion that the applicant is entitled to them. You can reach the Plan administrator at: Weyerhaeuser Company Administrative Committee Employee Benefits and Compensation CH 3K33 P.O. Box 9777 Federal Way, WA 98063-9777</td>
</tr>
<tr>
<td>Plan name</td>
<td>Weyerhaeuser Pension Plan</td>
</tr>
</tbody>
</table>
| **Plan sponsor** | Weyerhaeuser Company  
Employee Benefits and Compensation  
CH 3K33  
P.O. Box 9777  
Federal Way, WA  98063-9777  
800.833.0030 |
|---|---|
| **Plan trustee** | Bank of New York Mellon (BNY Mellon)  
.135 Santilli Highway  
Everett, MA  02149-1950  
800.597.1459 |
| **Plan year** | January 1 through December 31 |
| **Source of benefits funding** | Weyerhaeuser makes all contributions to fund Plan benefits, within certain limits set annually by the IRS. The amounts set aside for the Plan are determined actuarially in accordance with federal laws to ensure a sufficient reserve to pay benefits. These amounts are paid directly to a trust established solely for the benefit of Plan participants and beneficiaries. |
| **Type of administration** | Weyerhaeuser has contracted with Vanguard to assist with the administration of the Plan. Contact Vanguard for questions about Plan benefits, claims, or to request a retirement kit:  
The Vanguard Group  
P.O. Box 1101  
Valley Forge, PA  19482  
800.523.1188  
www.vanguard.com  
Vanguard Participant Services Associates are available Monday through Friday between 5:30 a.m. and 6:00 p.m., Pacific time. |
| **Type of plan** | The Plan is a defined benefit pension plan sponsored by Weyerhaeuser. Fiduciaries are charged with overseeing the Plan’s administration and trust fund. Day-to-day Plan administration is delegated to Vanguard. Contributions to the Plan are determined actuarially in accordance with federal laws and are held by the Plan’s trustee, Bank of New York Mellon (BNY Mellon). All Plan assets are held in a trust. Administrative costs are paid by Weyerhaeuser, although Weyerhaeuser reserves the right to have the trust pay the administrative costs. |
## CONTACTS

| Eligibility | Weyerhaeuser Employee Service Center  
| CH 3H37  
| P.O. Box 9777  
| Federal Way, WA 98063-9777  
| 800.833.0030 Monday – Friday,  
| 6:00 a.m. – 4:30 p.m., Pacific time |
|---|---|
| Ask questions about eligibility | The Vanguard Group  
| P.O. Box 1101  
| Valley Forge, PA 19482  
| 800.523.1188  
| www.vanguard.com |
| Plan information, participation, benefits, and claims | Weyerhaeuser Company  
| Employee Benefit Appeals Committee  
| CH 3K33  
| P.O. Box 9777  
| Federal Way, WA 98063-9777 |
|---|---|
| File an appeal | Employee Service Center  
| 800.833.0030  
| Monday – Friday, 6:00 a.m. – 4:30 p.m., Pacific time |
| Cómo comunicarse con | Acceso a su cuenta por Internet en www.vanguard.com. Acceso directo Vanguard en línea a su cuenta y a un caudal de información sobre fondos, inversiones y planificación financiera, a toda hora. 
Sistema automatizado de la Red VOICE® en el 800.828.4487. Acceso directo a su cuenta e información sobre opciones de inversión, a toda hora. 
Asociados de Servicios de Vanguard® para Participantes a través del 800.828.4487. Obtenga ayuda para efectuar transacciones en su cuenta y respuestas a sus preguntas sobre el Plan de lunes a viernes, entre 5:30 a.m. y 6:00 p.m., hora del Pacífico (8:30 a.m. a 9:00 p.m., hora del Este). |
GLOSSARY

Annuity
A benefit payment option that provides you with monthly benefit payments for your lifetime and, in some cases, the lifetime of your spouse or other beneficiary.

Beneficiary
The person or persons you name to receive a Plan benefit if you die.

Company
Weyerhaeuser Company and its participating U.S. companies.

Company Employee Conduct Policy
Acts set forth in the Company Employee Conduct Policy are theft, forgery, falsification of Company records, substance abuse (as described in Weyerhaeuser’s substance abuse standard), vandalism, destruction or threat to Weyerhaeuser property, harassment of other personnel for any reason (as described in Weyerhaeuser’s anti-harassment standard), carrying weapons or possession of explosives on Weyerhaeuser property, committing a felonious act on Weyerhaeuser property, or threats and acts of violence against another person on Weyerhaeuser property.

ERISA
The Employee Retirement Income Security Act of 1974 (ERISA), as amended, which provides certain rights to benefit plan participants.

Individual Retirement Account (IRA)
A tax-advantaged retirement savings plan (an individual retirement account or annuity) as defined by the Internal Revenue Code (IRC), as amended. Contributions to IRAs are limited by Internal Revenue Service (IRS) rules. However, some distributions from eligible retirement plans (such as from the Plan) may be rolled over to an IRA to defer taxes until the money is withdrawn.

Part
Title C is subdivided into “Parts.” Each Part states the terms and conditions of the Plan applicable to the operating units or locations described in such Part.

Qualified plan
A deferred compensation or retirement plan with tax advantages that satisfies the requirements of Internal Revenue Code (IRC) Section 401(a).

Qualified unit
An operating unit or location which is participating in the Plan under Title C and is subject to the provisions of the Plan described under the relevant Part of the plan in Title C.
Rollover
A transfer of funds from the Plan to an individual retirement account (IRA, including a Roth IRA) or other eligible retirement plans. If the transfer is made without you receiving the funds in your name, it is called a direct rollover. If you receive the funds in your name and then transfer the funds within 60 days, the transfer is called an indirect rollover.

Summary plan description (SPD)
This document, which, along with Plan updates and the SPD that was in effect when you terminated employment, constitutes an SPD in accordance with the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

Title
The organizational structure of the Plan, which is divided into Titles A, B, and C. Title A contains provisions that are common to the Plan as a whole. Title B governs salaried employees and is a continuation of the former Salaried Plan. Title C governs hourly employees and is a continuation of the former Hourly Plan. A plan participant will accrue a benefit under either Title B or Title C, but will never simultaneously accrue a benefit under both Title B and Title C. Eligibility provisions are contained in Titles B and C respectively.