MY TOTAL REWARDS AT WEYERHAEUSER

401(K) PLAN

U.S. Employees with Salaried Benefits

Summary Plan Description

January 1, 2025

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ABOUT THIS SUMMARY PLAN DESCRIPTION

This summary plan description ("SPD") summarizes the principal features of the Weyerhaeuser 401(k) Plan ("Plan") as in effect on January 1, 2025. This SPD contains important information about the Plan. 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 end of the SPD.

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

Weyerhaeuser is the Plan sponsor. Weyerhaeuser contracts with The Vanguard Group ("Vanguard") as recordkeeper and Vanguard Fiduciary Trust Company as trustee for the Plan. For more information about the Plan and your account, call Vanguard at 800-523-1188 or go to the Vanguard website at retirementplans.vanguard.com (registration required to view account information).

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 a change. Nothing in this SPD creates a guarantee of current or future employment or benefits.

Esta Descripción de Resumen del Plan describe los beneficios bajo el plan y sus derechos, en el idioma inglés. Si tiene difi cultades 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 representates se encuentran ahora disponibles de lunes a viernes, de 6 a.m. a 3 p.m., hora del Pacífico.

Updates

If Weyerhaeuser materially changes the Plan, you will receive a Summary of Material Modifications ("SMM") that describes the changes or an updated SPD that incorporates the changes. Any SMMs and the Plan changes they describe become part of this SPD and, as such, should be kept with this SPD. An updated SPD will supersede this SPD.

OVERVIEW

The Plan provides you with a convenient, tax-sheltered way to save for retirement. It allows you to contribute a portion of your pay and invest those contributions in one or more investment options.

The Company may make additional Company contributions to the Plan for salaried employees who are not eligible for the Weyerhaeuser Pension Plan.

Your Plan account grows through your own contributions, Company contributions, your rollover contributions, if any, and investment earnings on all such contributions. You are always 100% vested in your contributions to the Plan, while Company contributions (and investment earnings on those amounts) vest gradually over a period of six years.

While you are employed by the Company, you may take funds out of your Plan account if you meet certain withdrawal requirements or experience a qualifying financial hardship. When your employment ends, you are eligible for a distribution from the Plan.

HIGHLIGHTS

Who is eligible	Eligible U.S. employees with salaried benefits.
When to enroll	You may enroll in the Plan any time after your date of hire. If you do not enroll immediately, you will be automatically enrolled at a pre-tax deferral rate of 3%. Your deferral rate will increase 1% each April until a rate of 15% is reached. You may decline this automatic enrollment within 60 days of your hire date, or you may stop or change your contributions at any time.
How to enroll	Call Vanguard at 800-523-1188 or visit retirementplans.vanguard.com.
When 401(k) account contributions begin	Generally, with the first or second paycheck after you enroll or are automatically enrolled.
How much you can contribute	A maximum of 75% of your eligible pay in whole percentages, up to the maximum amount allowed under the Code, as long as you leave enough in your paycheck to cover normal payroll deductions. You may make pre-tax and/or Roth deferral contributions to the Plan.
Company contributions	If you contribute to the Plan, the Company will match 50 cents for each dollar, up to the first 6% of eligible pay you contribute. The Company may also provide a retirement savings (nonelective) contribution to eligible newly hired (or rehired) employees on and after January 1, 2014. This contribution is in lieu of participation in the Weyerhaeuser Pension Plan.
How your Plan contributions are invested	You may choose any one or more of the investment options available under the Plan. Company contributions are automatically invested in the same funds that you choose for your contributions, in the same proportions.

	If you are automatically enrolled in the Plan, your contributions are automatically invested in the Target Retirement Trust with the target date closest to the year in which you will reach age 65, unless you make a different election.
When you can receive funds from your Plan account	Generally after your employment ends. Withdrawals may also be available while you are employed if you meet certain requirements.
Questions and Plan information	Call Vanguard at 800-523-1188 or visit retirementplans.vanguard.com.

Need Help Planning Your Financial Future?

Weyerhaeuser and Vanguard understand that choosing investments for the money you save can be a challenge. That's why Weyerhaeuser offers you access to Vanguard advice services through the Plan. Contact Vanguard for more information.

- **Vanguard Digital Advisor.** This entirely online advice service, available 24/7, caters to you and your goals, while addressing your complete financial picture. You'll get portfolio management and a highly personalized financial plan, which Vanguard can update whenever your life and/or your goals change. Vanguard will charge a target advisory fee of ~0.15% (net of investment expenses) for this service. As an example, the fee on a $100,000 account balance is approximately $37.50/quarter.
- **Vanguard Personal Advisor.** With this service, you'll have unlimited, ongoing access to both the robust digital platform and a Vanguard financial advisor, who will provide ongoing financial planning and portfolio management. You'll be able to discuss all your financial planning needs in standing appointments, or schedule additional appointments as needed. Vanguard will charge a target advisory fee of ~0.30% (net of investment expenses) for this service. As an example, the fee on a $250,000 account balance is approximately $187.50/quarter.
- **Vanguard Situational Advisor.** You'll have point-in-time access to an advisor who can offer you advice to help navigate any financial situation you want to explore, such as saving for a first or second home, or for a child's education. Vanguard will charge a one-time fee of $250 when services are rendered.

ELIGIBILITY AND ENROLLMENT

You are eligible for the Plan if you are a nonunion employee of the Company who is on the U.S. payroll and in a position that is classified as salaried or hourly production with salaried benefits, including temporary capacity.

You are not eligible for the Plan if you are performing services for the Company as a contractor or as a leased employee, or in a temporary capacity while being paid by a third-party organization (e.g., a staffing agency) even if you are later determined to have been a common-law employee for such time period.

When Participation Begins

To contribute to the Plan, you may initiate enrollment online at retirementplans.vanguard.com or by calling Vanguard at 800-523-1188.

If you do not enroll immediately after being hired, you will be automatically enrolled at a 3% pre-tax deferral rate and your deferrals and Company contributions will be invested in the Target Retirement Trust with the target date closest to the year in which you will reach age 65. Unless you elect otherwise, this 3% deferral rate will automatically increase 1% each April until you are deferring 15% to the Plan. You may decline this automatic enrollment within 60 days of your hire date, or you may end your Plan participation (or change your deferral rate) at any time.

The Vanguard website also offers online financial tools to help you determine how much money you will need to retire, how your contribution will affect your paycheck and tax savings, and how to invest your money.

Your deferral contributions generally begin within one or two paychecks after you enroll (or if you are automatically enrolled, the first paycheck you receive that is 60 or more days after your hire date). Once you begin contributing to the Plan, you automatically become eligible to receive company matching contributions on those amounts.

Vanguard will mail you a confidential personal identification number ("PIN"). Your PIN allows you to use the Vanguard automated VOICE™ telephone system at 800-523-1188 or the Vanguard online services at retirementplans.vanguard.com. Vanguard Participant Services associates are available to talk with you from 5:30 a.m. to 6:00 p.m. Pacific time (8:30 a.m. to 9:00 p.m. Eastern time), Monday through Friday.

How E-delivery Works

As a participant in the Plan, you'll have quick and secure access to your account statements and transaction confirmations because the Plan has adopted e-delivery. This means Vanguard will notify you by e-mail as soon as statements and confirmations become available at retirementplans.vanguard.com. Not only will your account information be private and available sooner, you will also have one central location for all the information and news about the Plan. **Note: Unless you choose otherwise, your statements and transaction confirmations will only be provided online.** You can obtain a free paper copy of your account statement from a Vanguard Participant Services associate at 800-523-1188. You can also print your online statement.

CHOOSING A BENEFICIARY

Important
Designate a primary and secondary beneficiary for your Plan account and keep that designation current at all times. Your quarterly statement from Vanguard shows the names of your beneficiaries.

You may choose any beneficiary that you want. However, if you are married and want to name someone other than your legal spouse as a beneficiary, federal law requires that your spouse provide written consent in the presence of a notary public.

If you properly designate someone other than your legal spouse and you die, your vested Plan account will be paid to the person or persons you designated. If you have not named a beneficiary and are married when you die, your vested Plan account will be paid to your spouse. If you have not named a beneficiary and are not married when you die (or if your spouse does not survive you), your vested Plan account will be paid to your estate.

If your beneficiary is your spouse and you get divorced, your beneficiary election will be revoked once confirmation of the divorce is provided to Vanguard. Any requests for a Qualified Domestic Relation Order will be considered notification of a divorce and will result in a revoked beneficiary election of your spouse unless you specifically notify Vanguard that you intend to keep your ex-spouse as your beneficiary.

To designate or update a beneficiary, call Vanguard at 800-523-1188 or access your account at retirementplans.vanguard.com.

CONTRIBUTIONS

Important
Some participants may have traditional after-tax contributions in the Plan. This may have occurred if you were a salaried Plan participant before 1983 or you had an account in a plan that was merged into the Plan due to an acquisition. The Plan does not provide for new traditional after-tax contributions.

Your Plan account grows through the following types of contributions (and investment earnings on these contributions):

Employee contributions	Company contributions	Rollover contributions
Contributions you elect are deducted from each paycheck. You may elect to have your contributions deducted on a pre-tax basis or Roth after-tax basis.	Company contributions (match and nonelective) are generally credited to your account each payroll period.	Contributions rolled over to the Plan from an "eligible retirement plan" (defined in the Glossary) according to your request, if any.

Pre-tax contributions to the Plan (and any investment earnings on those contributions) are not subject to federal (and, in most cases, state) income taxes until paid to you. Your pre-tax deferral contributions ***are*** considered wages for Social Security purposes and, therefore, are subject to Social Security tax withholding.

Your Contributions

You are allowed to contribute to your Plan account any time, subject to certain rules and requirements.

PRE-TAX AND ROTH DEFERRAL CONTRIBUTIONS

Generally, you may elect to contribute any amount (up to 75%) of your eligible pay to the Plan in whole-percentage increments. The percentage you choose is automatically deducted from each paycheck on a pre-tax and/or Roth after-tax basis (per your election) and is subject to an annual IRS limit (described under "Contribution Limits" below). Your pre-tax deferral contributions are deducted from your paycheck before federal (and, in most cases, state) income taxes are calculated on your total pay, while your Roth deferral contributions are deducted from your paycheck after federal and state income taxes are calculated on your total pay.

Your "eligible pay" for determining your contributions is generally pay you receive for performing your job duties such as regular pay, overtime, shift differential, employer-paid short-term disability benefits, approved paid time off for holiday, vacation (including vacation payouts while you are an active employee), sick time, and other similar payments during active employment (including military leave payments). Eligible pay does ***not*** include bonuses, commissions, awards, incentives, special pay or other recognition payments, reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation (other than salary reductions pursuant to Code Section 402(e)(3)), amounts realized from the exercise of nonstatutory stock options, or from restricted stock or restricted stock units that either become freely transferable or are no longer subject to a substantial risk of forfeiture, amounts realized from the grant, sale, exchange, or other disposition of stock or phantom stock acquired under a statutory stock option plan, employee stock purchase plan or other stock plan or phantom stock plan maintained by the Company, welfare benefits, settlement pay, non-cash pay, workers' compensation, vacation or sick payouts in connection with severance from employment, and severance pay and any other payments made after severance from employment. The Plan also does not recognize eligible pay in excess of the annual compensation limit set by the IRS (for details, see "Compensation" below).

You choose how to invest your contributions in one or more investment options. If you do not make an investment election (or if you are automatically enrolled in the Plan), Vanguard will default your investments to the Target Retirement Trust with the target date closest to the year you will turn 65. You may request a change to your investment options at any time. (For more information, see "Investing Your Account" and "Managing Your Account" below.)

The amount you contribute each year to the Plan does not affect your pay for purpose of calculating other benefits for which you may be eligible, such as your defined benefit pension plan, life insurance, and disability benefits.

In addition, the amount you contribute cannot exceed the amount required to cover certain other payroll deductions (e.g., contributions you make for other Company-sponsored benefits). If this happens, no deductions will be withheld.

CATCH-UP CONTRIBUTIONS

Starting the year in which you will reach age 50, you may elect to make additional pre-tax and/or Roth deferral contributions of your eligible pay to the Plan. These are referred to as catch-up contributions. You may make catch-up contributions by increasing your overall deferral contribution percentage for the Plan. Alternatively, if you hit the annual deferral limit ($23,500 for 2025) in a year when you will be age 50 or older, your deferral contributions will automatically continue as catch-up contributions until you reach the annual catch-up limit ($7,500 for 2025). In this case, if you do not wish to make catch-up contributions, you will need to stop your deferrals once you hit deferral limit and then restart your deferral contributions the following year. (See "Managing Your Account" below for how to stop or change your deferral contributions.) Catch-up contributions are subject to an annual IRS limit (described under "Contribution Limits" below).

HOW PARTICIPATING MAY REDUCE YOUR TAXES

Enrolling in the Plan may give you the following tax advantages: current-year tax savings, tax deferral, tax credit, and future-year tax savings, as applicable.

Current-Year Tax Savings

If you elect to make pre-tax deferral contributions, you reduce the amount of your federal (and, in most cases, state) income taxes for the current year. This is because the money you contribute to the Plan is placed in a tax deferred account instead of being paid directly to you. As a result, you save money because the income on which your taxes are calculated does not include the amount you contribute to the Plan.

Example
Assume that you contribute $2,000 pre-tax deferrals to the Plan during 2025. If you are in the 25% federal income tax bracket, your tax savings can be estimated as follows: $2,000 x 25% = $500.

In other words, if you have a total of $2,000 deducted from your paycheck during the entire year as pre-tax deferral contributions to your Plan account, you could reduce the amount of federal income taxes you owe by $500.

This example is hypothetical. Your actual tax savings depend on your personal situation and whether you pay state income taxes. You should discuss your specific situation with a qualified tax advisor. To find online tools to help you determine how much to contribute to the Plan, visit retirementplans.vanguard.com.

Tax Deferral
You do not pay federal (and, in most cases, state) income taxes on the pre-tax money that you contribute, or on any investment earnings on that money, until you withdraw the money from the Plan. This may be a tax benefit if the taxes you pay when you withdraw the money from the Plan are not substantially more than the taxes you would have paid when you contributed the money to the Plan on a pre-tax basis.

Tax Credit
Many low-income and moderate-income earners may be eligible for a tax credit, known as the "saver's credit," on a portion of their retirement savings. Each year, the credit is limited to your first $1,000 ($2,000 for married couples filing jointly) of pre-tax and Roth deferral contributions. To see if you qualify for this credit, see IRS Form 8880 "Credit for Qualified Retirement Savings Contributions" available on the IRS' website or consult a tax advisor.

Future-Year Tax Savings
If you elect to make Roth deferral contributions, income taxes are withheld at the time you make your contribution. However, earnings on your Roth deferral contributions grow tax-deferred and will be tax-free if your Roth account satisfies a five-year waiting period and withdrawal does not occur until you are at least age 59½ or until you have died or become disabled. When counting the five-year waiting period, year one starts on the first day of the taxable year in which you first made Roth deferral contributions to the Plan, and the period ends when five consecutive taxable years have passed.

Company Contributions
The Company may contribute to your Plan account through matching contributions and retirement savings (nonelective) contributions.

COMPANY MATCHING CONTRIBUTIONS

Important
For you to receive the maximum matching contribution from the Company, you must contribute at least 6% of your eligible pay as pre-tax and/or Roth deferral contributions.

The Company makes matching contributions to your Plan account every time you make deferral contributions (per pay period). You receive matching contributions of 50 cents per dollar on the first 6% of the eligible pay you contribute, which is initially invested in the same funds that you choose for your contributions. You may transfer Company contributions out of the funds as initially invested to any of the Plan's other investment fund offerings at any time.

Example
Assume you choose to contribute 8% of your eligible pay to the Plan each pay period. This means you will qualify for the maximum matching contribution of 50 cents per dollar on the first 6% of eligible pay you choose to contribute. If your eligible pay equals $2,000 per pay period, here is how your company matching contribution would be calculated: Your contribution: $2,000 x 8% = $160 per pay period Matching contribution: $2,000 x 6% = $120 $120 x $0.50 = $60 per pay period Total contribution per pay period: $160 + $60 = $220 In this example, your Plan account would grow through your contributions of $160 per pay period plus matching contributions of $60 per pay period, for a total of $220 per pay period.

The Plan includes a "true-up match" feature that allows you to receive company matching contributions for the year based on your total deferral contributions and eligible pay for the year.

Certain situations, such as changing your contribution rate mid-year or reaching the IRS annual deferral limit before the last pay period of the year, may cause you to receive less matching contributions than the amount you would have received had matching contributions been made on an annual (rather than per pay period) basis.

This is why after the end of the year (generally in February), the Company will calculate matching contributions for the year based on your deferral contributions and eligible pay for the entire year. If this amount is greater than the amount of matching contributions that you have already received during the year (for the applicable pay periods), an additional true-up matching contribution equal to the difference will be made to your Plan account. To receive this true-up match, you must be employed on the last day of the year as an eligible employee for the Plan.

COMPANY RETIREMENT SAVINGS (NONELECTIVE) CONTRIBUTIONS

Important
The company retirement savings (nonelective) contribution is only available to employees who are not eligible to participate in the Weyerhaeuser Pension Plan (generally employees hired on or after January 1, 2014). This contribution is made in lieu of your participation in the Weyerhaeuser Pension Plan.

The Company will contribute 5% of your eligible pay into the Plan as a company retirement savings (nonelective) contribution. The first contribution will be made with the first full pay period 60 days after hire.

- If you terminate employment with the Company **after meeting** the 60-day waiting period and you are later rehired by the Company, the 60-day waiting period in the preceding sentence will not apply.
- If you terminate employment with the Company **prior to meeting** the 60-day waiting period and you are later rehired by the Company, you will need to satisfy the remaining days of the 60-day waiting period.

If you have not contributed to the Plan at the time of your first company retirement savings (nonelective) contribution, the retirement savings contribution will be made to the Target Retirement Trust with the target date closest to the year in which you will turn age 65. You may transfer Company contributions out of the funds as initially invested to any of the Plan's other investment fund offerings at any time.

PERFORMANCE SHARE PLAN CONTRIBUTIONS

On July 6, 2006, the Weyerhaeuser Company Performance Share Plan ("PSP") was merged into the Plan. If you had an account in the PSP, it automatically became part of your Plan account on that date. If you did not have a Plan account, one was established for you to receive your PSP contributions. Weyerhaeuser ceased making any additional PSP contributions after December 31, 2010.

Rollover Contributions

Important
Rollover contributions are invested according to your instructions. The Company will not make a matching contribution on any rollover contributions you make to the Plan.

You may roll over an eligible distribution from an "eligible retirement plan" (defined in the Glossary) to the Plan. You may roll over the distribution either as a direct rollover or as an indirect rollover within 60 days after you receive the distribution. Any amounts you roll over to the Plan are always fully vested. Contact Vanguard for additional information about rollover contributions.

Contribution Limits

Under federal tax law, contributions to the Plan are subject to certain limits described below, which may be adjusted annually by the IRS for cost-of-living changes.

PRE-TAX, ROTH, AND CATCH-UP CONTRIBUTIONS

The 2025 IRS limit for combined pre-tax and Roth deferral contributions is $23,500. This limit applies to the pre-tax and Roth deferral contributions you make to the Plan as well as any other deferral plans maintained by your present or former employers. If you are age 50 or older at any time during 2025, you may contribute an additional $7,500 as catch-up contributions, for a total deferral contribution limit of $31,000.

Your deferral contributions (and company matching contributions) will automatically stop if you reach the limit applicable to you. However, if you contribute to another employer's retirement plan during the year and your combined contributions exceed the limit, you must request a return of the excess from one of these plans. To make this request from the Plan, you must notify Vanguard no later than March 15 following the year the contributions were made.

TOTAL CONTRIBUTIONS

In 2025, the combined total of your pre-tax and Roth deferral contributions, company matching contributions, company retirement savings (nonelective) contributions, and any other defined contribution plan contributions (but not including catch-up contributions) is limited to the lesser of $70,000 or 100% of your taxable wages, adjusted to include your elective deferrals to the Plan and other pre-tax plans. You will be notified if this limit (called the annual additions limit) affects you.

COMPENSATION

The amount of eligible pay that can be used to determine any contributions under the Plan is limited to $350,000 in 2025.

CONTRIBUTIONS BY HIGHLY COMPENSATED EMPLOYEES

Contribution levels in the Plan must be proportionally balanced between employees at higher and lower pay levels. If this does not occur (and the Plan fails applicable nondiscrimination testing), the contributions of higher-paid employees may need to be reduced or returned. You will be notified if this requirement affects your contributions.

VESTING

Important
Although you are always 100% vested in any contributions you make to the Plan (plus investment earnings on those amounts), vesting for Company contributions generally depends on how long you have worked for the Company.

To be vested means you have the right to some or all of the funds in your Plan account. Generally, your vesting service begins on your hire date and ends when you leave the Company.

You earn a year of vesting service for each 12-month period you work as an employee of the Company.

If your employment ends before you are 100% vested, you will lose (forfeit) some or all of the Company contributions made to your Plan account. This forfeiture will occur when you receive a distribution from the Plan after leaving the Company or five years after your employment ends, whichever is earlier. All forfeitures under the Plan will be held in a special account and used to reduce Company contributions or pay for reasonable Plan administrative expenses. The following chart outlines the years of vesting service ratio to the percentage of Company contribution amounts.

Years of vesting service	Percentage of Company contributions you receive if your employment with the company ends
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

Automatic Vesting of Company Contributions

You become 100% vested in Company contributions, regardless of your years of vesting service, if any of the following events occur:

- You reach age 65 while employed by the Company.
- You become "totally and permanently disabled" (defined in the Glossary) while employed by the Company.
- You die while employed by the Company.
- Your employment with the Company ends due to certain involuntary terminations other than for a violation of the Company Employee Conduct Policy (described in the Glossary).
- Weyerhaeuser terminates the Plan.

INVESTING YOUR ACCOUNT

Important
Before you make your investment elections, be aware that all investments involve a degree of risk. The value of an investment can go up or down. There is no assurance that a fund will reach its stated objective, and past performance is not a guarantee of future results. None of the investment options available under the Plan are insured or guaranteed by the government or any other entity, including Weyerhaeuser.

The Plan's investment options have different objectives, strategies, levels of risk, and historical returns. In addition, all the funds have investment management fees that are deducted from the investment earnings of the fund. A quarterly fee for recordkeeping fees associated with administering the Plan is deducted from your account. (See "Plan Fees" below for more information.) Weyerhaeuser reserves the option to have the trust or participants pay Plan administrative fees.

You may direct your account into any of the investment options available in the Plan in any proportions you like, as long as you select whole percentages and your total allocation adds up to 100%. If you do not make an investment election (or if you are automatically enrolled in the Plan), Vanguard will default your investments to the Target Retirement Trust with a target date closest to the year in which you will turn age 65. You may generally exchange money into or out of all investment options available in the Plan at any time. Certain restrictions may apply. (See "Managing Your Account" below for more information.)

Investment Options

Important
You will receive a list of the Plan's available investment options with general descriptions of the funds and fees or expenses associated with each fund. You should obtain and carefully read a copy of the fund prospectus before deciding to invest. Vanguard will distribute copies of the prospectuses for the Plan funds in which you invest. You may also go to retirementplans.vanguard.com or call Vanguard at 800-523-1188 for a prospectus and other fund information.

Investment Earnings (and Losses)

Dividends, capital gains, and other investment earnings on your investments are automatically reinvested in the respective investment funds. Likewise, investment losses are applied to the respective investment funds.

Plan Fees

Plan fees for recordkeeping are charged separately from the Plan's investment funds expense ratio. Each quarter, you will see a flat recordkeeping fee charged to your account in the amount of $8.25. Other fees may apply. When you become eligible to participate in the Plan and annually and quarterly thereafter, you will be provided information about the fees associated with the Plan and your account. For current fees, please refer to the Plan's most recent fee disclosure notice, available at retirementplans.vanguard.com.

MANAGING YOUR ACCOUNT

As the amount in your Plan account or your financial situation changes, the Plan allows you to change your account in the following ways. You can make any of these changes by calling Vanguard at 800-523-1188 or accessing your account at retirementplans.vanguard.com. Vanguard will send you a confirmation of the changes you make.

Account Management Options	
Type of Transaction	**Frequency**
Enroll in Plan	Automatically upon hire or at any time by calling Vanguard at 800-523-1188 or going online at retirementplans.vanguard.com
Decline automatic enrollment	Within 60 days of your hire date
Change your contribution deferral percentage	At any time
Change your investment strategy or allocation (how future contributions are invested)	At any time
Move existing Plan money from one investment fund to another	On any business day, with certain restrictions for fund transfers between some of the funds

Changing Your Contribution Amount

After you enroll in the Plan, you may request a change to your contribution election at any time or stop making contributions. When you want to start contributing again, call Vanguard or go to the Vanguard website.

Changes to your contribution percentage will generally take effect one or two paychecks after you make a change. If you are automatically enrolled at a 3% pre-tax deferral rate, your contribution percentage will automatically be increased by 1% each April until a deferral rate of 15% is reached. You may also voluntarily use the Vanguard One Step Program ("One Step"), which allows you to elect automatic increases to your deferral contributions each year in whatever month you choose.

You can start (or stop) using One Step at any time. To sign up for One Step, go to retirementplans.vanguard.com or call Vanguard at 800-523-1188.

Changing Your Current Investment Elections

Important
You must initiate your transaction before 1 p.m. Pacific time (4 p.m. Eastern time) on a day the stock market is open for business to receive the closing share price for that trading day.

You may request a change to the way your current balance is invested at any time. This type of investment change is referred to as a "fund transfer;" it allows you to move money that has already been invested in the Plan from one fund to another in whole percentages or dollar amounts. This does not change how your future contributions are invested. You may request a fund transfer through retirementplans.vanguard.com or by calling Vanguard at 800-523-1188.

Fund transfer restrictions
Fund transfers between certain Plan investment funds are subject to specific restrictions. You may not transfer funds out of the Stable Value Fund and directly into the Federal Money Market Fund. You are allowed to transfer funds out of the Stable Value Fund directly into any other investment funds offered in the Plan. However, after a transfer out of the Stable Value Fund, you may not transfer funds into the Federal Money Market Fund until after a 30-day waiting period.

In addition to these restrictions, the Vanguard mutual funds offered in the Plan also impose restrictions to discourage frequent trading. For example, if you elect to transfer out of a Vanguard investment fund you may be prohibited from transferring back into that fund for a certain period of time. Also, some investment funds may charge a fee if you transfer out of them before satisfying a minimum holding period. Please refer to the annual participant fee disclosure notice or the current prospectus of each investment fund for information about restrictions designed to deter excessive fund transfer activity. Prospectuses and other information for all Plan investment funds are available from Vanguard.

Changing How Your Future Contributions Are Invested

You may request to change how you invest your future contributions any time by contacting Vanguard by phone or online. This is referred to as a contribution allocation change, and it does not affect the investment of balances already in your Plan account. Changing the way your current balance is invested requires a separate request.

You may divide your future contributions among the investment options any way you like, as long as you use whole percentages and the combined percentages total 100%. Changes in how you allocate new contributions among the investment options will take effect with the next payroll contribution received by Vanguard from Weyerhaeuser.

Changing How Your Company Contributions Are Invested

Your company matching contributions and company retirement savings (nonelective) contributions (if applicable) are automatically invested in the same funds that you choose for your contributions, in the same proportions. If you do not make an election, your Company contributions will be invested in the Target Retirement Trust with the target date closest to the year in which you will turn age 65. You may transfer Company contributions (and earnings on those contributions) to any other funds in the Plan at any time.

Tracking Your Account

The value of your Plan account is updated at the close of each day that the stock market is open for trading. You will receive an account statement from Vanguard shortly after the end of each calendar quarter to help you track your contributions, investment returns, and account balance. (See “How E-Delivery Works” above for more information.)

You may obtain up-to-date information about your Plan account balance and initiate transactions by calling Vanguard at 800-523-1188 or visiting retirementplans.vanguard.com. You need to register online for a password at the Vanguard website by using your Vanguard PIN.

Diversification

Important
You should periodically review all of your investments, including the investments in your Plan account to ensure appropriate diversification. For assistance with evaluating your level of investment risk and appropriate diversification, Vanguard provides advice services (see "Need Help Planning Your Financial Future?" above) and investment guides and tools at retirementplans.vanguard.com. You may also call Vanguard to request investment guides.

A key element in protecting your retirement benefits is diversification, which means money is allocated among different investments to reduce the potential for overall losses caused by a loss from any one investment.

The Plan offers a broad spectrum of investment options that are designed to help you diversify across stocks, bonds, and cash. So, as you implement your own investment strategy, you have the option to change, at any time, how your contributions are invested by either exchanging money from one fund to another or changing how new money from your paycheck is invested.

WITHDRAWALS WHILE YOU ARE WORKING

Important
Any funds you withdraw before you are age 59½ may be subject to a 10% early-withdrawal tax penalty in addition to ordinary income tax. A mandatory 20% federal income tax withholding will apply unless you make a direct rollover of your withdrawal to an eligible retirement plan. Generally, your ability to take a withdrawal is governed by the Plan and IRS rules in effect at the time it is taken. (See "Taxes" below for information about the tax consequences of withdrawing money from the Plan.)

While you are working for the Company, you may be able to take a withdrawal from your account. The following kinds of withdrawals are available:

- **Non-hardship withdrawal.** Available if you have funds that are eligible to be withdrawn or if certain conditions are met.
- **Hardship withdrawal.** Available if you experience a qualifying financial need.

Withdrawals will generally be taken pro-rata from each investment option within each affected account and paid in a single lump sum in cash.

Non-hardship Withdrawals

The following non-hardship withdrawals are available under the Plan:

- **No Restrictions.** The following accounts are available for withdrawal at any time without restrictions: (1) Employee After-tax Contribution Account, (2) Plan Rollover Account, (3) Plum Creek IRA Account, and (4) Plum Creek Riverwood Account (to the extent you have such accounts).
- **Age 59½.** If you are at least age 59½, all accounts are available for withdrawal, except for the Company Retirement Savings (Nonelective Contribution) Account.
- **Five Years of Service.** If you have at least five years of service, the following accounts are available for withdrawal: (1) Grandfathered (Pre-April 2023) Matching Contribution Account, (2) Prior Plan Employer Account, (3) Cedar River Profit Sharing Account, (4) TJ Employer Account, and (5) Performance Share Plan Contribution Account (to the extent you have such accounts).
- **Disability.** If you incur a "total and permanent disability" (defined in the Glossary), the following accounts are available for withdrawal: (1) Cedar River Pre-tax Account and (2) Cedar River Profit Sharing Account (to the extent you have such accounts).
- **Qualified Reservist Distribution.** If you, by reason of being a member of a reserve component, is ordered or called to active duty for a period of more than 179 days or for an indefinite period, the following accounts are available for a qualified reservist distribution: (1) Deferred Contribution Account, (2) Military Leave Catch-up Account, (3) Plum Creek IRA Account, and (4) Cedar River Pre-tax Account (to the extent you have such accounts). The qualified reservist distribution may be made only during the period

beginning on the date of such order or call and ending at the close of the active duty period and will not be subject to the 10% additional tax on early distributions.

- **Qualified Birth or Adoption Distribution.** The following accounts are available for a qualified birth or adoption distribution: (1) Deferred Contribution Account, (2) Military Leave Catch-up Account, (3) Cedar River Pre-tax Account, and (4) LVT Match Account (to the extent you have such accounts), during the one-year period beginning on the date on which your child is born or on which your legal adoption of an eligible adoptee is finalized. (An "eligible adoptee" is anyone other than your spouse's child who has not attained age 18 or is physically or mentally incapable of self-support.) The aggregate amount of qualified birth or adoption distributions from all plans maintained by the Company (including the Plan) for a child or an eligible adoptee is limited to $5,000. If you receive a qualified birth or adoption distribution from the Plan or another eligible retirement plan, you may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of the distribution you took, provided that you are eligible to make rollover contributions to the Plan.

Vanguard will automatically withhold an amount equal to 20% of the taxable portion of your withdrawal to pay federal income taxes (and an additional amount for state income tax, if applicable), unless you choose to have the taxable portion of your withdrawal directly rolled over to an eligible retirement plan. Certain amounts you withdraw may not be eligible for rollover and/or may not be subject to any tax withholding. Contact Vanguard for details.

REQUESTING AND RECEIVING A NON-HARDSHIP WITHDRAWAL

Contact Vanguard to request a non-hardship withdrawal. Vanguard will determine whether you have funds available for a non-hardship withdrawal and, if you are eligible, will assist you with the steps necessary to complete your withdrawal. After all steps are complete, Vanguard will mail you a check, which you can expect to receive within seven business days. You can expedite payment by requesting an electronic fund transfer.

OTHER CONSIDERATIONS

You may be able to roll over part or all of your non-hardship withdrawal to an eligible retirement plan. If you withdraw amounts that have not been taxed (and are eligible for rollover) and do not roll over such amounts to an eligible retirement plan, you may have additional tax liability.

Hardship Withdrawals

Important
You may take a hardship withdrawal only after all other available withdrawals from the Plan (and other plans maintained by the Company, as applicable to you) have been taken. Please call Vanguard to determine whether your situation meets the Plan's requirements for a hardship withdrawal.

If you experience an immediate and heavy financial need (listed below), you may request a hardship withdrawal from the following accounts: (1) Deferred Contribution Account, (2) Military Leave Catch-up Account, (3) Cedar River Pre-tax Account, and (4) LVT Match Account (to the extent you have such accounts), limited to the amount needed to satisfy the immediate and heavy financial need, including the taxes and tax penalties that may apply to the withdrawal. An immediate and heavy financial need means any one of the following:

- Costs for purchase of your principal residence (excluding mortgage payments).
- Uninsured medical expenses for you, your spouse, or your dependents.
- Payment of tuition and related educational fees (including room and board) for the next 12 months of post-secondary education for you, your spouse, or your dependents.
- Payments to prevent eviction from, or foreclosure on the mortgage of, your principal residence.
- Payment for burial or funeral expenses for your deceased parent, spouse, or dependent.
- Expenses for the repair of damage to your principal residence that would qualify as a casualty deduction (determined without regard to the temporary narrowing of that deduction for years prior to 2026 or whether the loss exceeds 10% of adjusted gross income).
- Expenses and losses (including loss of income) you incurred due to a federally-declared disaster, if your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

REQUESTING AND RECEIVING A HARDSHIP WITHDRAWAL

The process for requesting hardship withdrawals follows the IRS guidelines, which reduces the waiting time to receive hardship proceeds. Under the IRS guidelines, you are permitted to submit a summary of information to substantiate your financial need. The summary information can be provided either by:

1) Talking to a Vanguard Participant Services representative on a recorded line; or
2) Through an online questionnaire found on retirementplans.vanguard.com

Following submission of the hardship request, Vanguard will review the summary information, and if the information is determined to be complete and reasonable, the proceeds will be distributed in a timely manner. Keep in mind that while you may provide a summary of information to obtain the hardship withdrawal, you are required to retain the documentation that supports the hardship withdrawal (e.g., agreement of sale for home purchase, medical and tuition bills, eviction or foreclosure notices, etc.) and to provide that documentation to Weyerhaeuser and/or Vanguard upon request.

You may choose to not have taxes withheld from a hardship withdrawal, but you will still be responsible for paying taxes when you file your federal income return. Additionally, the amount you request for hardship can be grossed up to include the amount needed to pay any federal, state, or local taxes. If your hardship withdrawal request is approved, Vanguard will mail you a check, which you can expect to receive within seven business days. You can expedite payment by requesting an electronic fund transfer

Your account s charged a $50 fee for the administrative costs associated with a hardship withdrawal request.

Note
Hardship withdrawals are not eligible for direct rollover to an eligible retirement plan.

Loans

Generally, you may be eligible to take a loan from your Plan account if you are an active participant and have a vested account balance. Loans are not considered distributions and are not subject to federal or state income taxes, provided they are repaid as required. While you do have to pay interest on your loan, both the principal and interest are repaid to your Plan account. You can obtain more information about loans in the Plan's loan procedures supplied by the Plan administrator.

RECEIVING A FINAL DISTRIBUTION

When You Leave the Company

You may receive your vested account balance in the Plan when your employment with the Company ends. How you are eligible to receive these amounts depends on your vested account balance. If, when your employment ends, the total of your vested Plan account balance is:

Less than or equal to $1,000	More than $1,000, but less than or equal to $5,000	More than $5,000
If you do not request a distribution within 90 days after your employment ends, your account balance will automatically be paid out in a lump-sum cash payment as soon as administratively feasible after the 90-day period.	If you do not request a distribution within 90 days after your employment ends, your account balance will automatically be rolled over into a Vanguard IRA as soon as administratively feasible after the 90-day period.	You may leave your account in the Plan and withdraw it generally at any time in the form of a lump-sum payment, in partial payments, in installments, or as a rollover to an eligible retirement plan that accepts your rollover.

Please call Vanguard for details regarding the above.

LEAVING YOUR FUNDS IN THE PLAN

If your account is more than $5,000 when you retire or otherwise end your employment with the Company, you may choose to leave your funds in the Plan.

You are required to start taking distributions by the later of age 73 or the date that you terminate employment with the Company. Minimum required distributions that are made because you have reached age 73 are not eligible for a direct rollover.

POST-TERMINATION ROLLOVER CONTRIBUTIONS PERMITTED

If you terminate employment with the Company, but choose to leave your account in the Plan, you will remain eligible to roll funds from an eligible retirement plan into the Plan. You must have an account balance in the Plan in order to roll funds into the Plan.

REQUESTING AND RECEIVING A DISTRIBUTION

When you retire or otherwise end your employment with the Company, Vanguard will automatically mail you information about your distribution options.

You must contact Vanguard to elect how you would like to receive your distribution (i.e., payment to you or rollover to an eligible retirement plan). Vanguard will then review your information and determine whether you are eligible for a distribution. If you are eligible, Vanguard will mail you a check, which you can expect to receive within seven business days. You can expedite payment by requesting an electronic fund transfer. You may also call Vanguard or visit retirementplans.vanguard.com to initiate your distribution.

If You Leave the Company After Age 73

If you continue employment with the Company past age 73, you will generally not be required to begin taking minimum distribution payments until you retire from the Company. Required minimum distributions are not eligible for rollover.

If You Die

If you die before receiving your entire Plan account balance, your beneficiary will generally have the same distribution options as you had. Payment generally must be made by no later than the tenth calendar year after your death, except that eligible designated beneficiaries (described below) may stretch distributions out over his or her life of life expectancy with distributions beginning within one year of your death. "Eligible designated beneficiaries" include a surviving spouse, a minor child, a disabled or chronically ill individual, and a beneficiary who is not more than 10 years younger than you. If your surviving spouse is your sole beneficiary, your spouse may wait to begin payments until when you would have attained age 73. Beneficiaries that are not designated beneficiaries, such as estates and certain trusts, must generally receive their benefits no later than five years after your death.

If your beneficiary is your surviving spouse, he or she may have the distribution rolled over to an eligible retirement plan that will accept a rollover. Non-spouse beneficiaries may have the distribution rolled over to an inherited IRA (i.e., an IRA that is established for the purpose of receiving the distribution on behalf of the non-spouse beneficiary). If you are single when you die and you have not named a beneficiary, your distribution will be paid to your estate. (For more information, see "Choosing a Beneficiary" above.)

Taxes

Note
The taxes you pay on withdrawals and distributions from the Plan will vary depending on your age, tax rates in effect at the time of the withdrawal or distribution, and possibly other factors.

In general, you do not pay federal income taxes on your account balance while it is held in the Plan. You do pay taxes when you receive a payment from the Plan. The following guidelines apply:

- You will not pay taxes on Roth deferral contributions you make to the Plan. These have already been taxed when they were contributed to the Plan. Earnings will be tax-free if your Roth deferral account satisfies a five-year waiting period and withdrawal is not taken until you are at least age 59½ or until you have died or become disabled. When counting the five-year waiting period, year one starts on the first day of the taxable year in which you first made Roth deferral contributions to the Plan, and the period ends when five consecutive taxable years have passed.
- You will not pay taxes on after-tax contributions you made to the Plan. These have already been taxed. However, investment earnings on after-tax contributions are taxable. Also, you may be able to rollover your after-tax contributions (and earnings), but special

limitations may apply and some eligible retirement plans do not accept after-tax rollovers. Consult a tax advisor for guidance.

- Federal income tax withholding of 20% will be applied to most distributions paid to you unless you make a direct rollover or take a hardship withdrawal. This withholding is mandatory even if you deposit the distribution in an eligible retirement plan that will accept a rollover within 60 days. State income tax withholding may also be required. If you receive a distribution in a hardship withdrawal, you have the option to have federal income tax withheld.
- There is no tax withholding on amounts paid directly to an eligible retirement plan that will accept a rollover ("direct rollover") because you do not personally receive the money. The payment will be sent to you in the name of the eligible retirement plan for deposit.
- Most withdrawals and distributions you take from the Plan before age 59½ are subject to a 10% early-withdrawal tax penalty if you do not roll them over to an eligible retirement plan that will accept a rollover. (This penalty tax is in addition to applicable federal or state income taxes.) Exceptions include:
  - Distributions after your employment ends if you are at least age 55 during that year.
  - Distributions resulting from your total and permanent disability or death.
  - In some cases, distributions for taxable medical expenses.
  - Distributions due to a Qualified Domestic Relations Order ("QDRO").
  - Distributions due to an IRS tax levy.
  - Qualified reservist distributions.
  - Qualified birth or adoption distributions.
  - Qualified disaster distributions (if available under the Plan).
  - Other exceptions listed under Code Section 72(t)(2).
- If you were born before January 2, 1936, and you receive a lump-sum distribution from the Plan after you leave the Company or die, you (or your surviving spouse) may be able to elect optional methods of figuring the tax on the distribution.

This tax information is only a general guide. You will receive a complete summary of current IRS tax rules when you request a withdrawal or distribution from the Plan. You may also obtain these rules anytime by going to retirementplans.vanguard.com or calling Vanguard.

Regardless, you should consult a tax advisor for specific information on how federal and state tax laws affect Plan withdrawals and distributions in your situation. Federal income tax laws and regulations are complex and change frequently.

WORK AND LIFE EVENTS

If you take a leave of absence, a military leave, or your employment with the Company ends and you are later rehired, special rules may apply to your contributions and vesting under the Plan.

Leaves of Absence

If you take a leave of absence (including an FMLA leave), other than for military service, and return to employment at the end of your leave, your participation in the Plan and your vesting service will continue, but all contributions (pre-tax and Roth deferrals and Company contributions) will stop while you are on an unpaid leave of absence.

Military Leave

The Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA") extends re-employment and employee benefit rights to employees who take a leave of absence to serve in the U.S. armed forces or other uniformed service.

If you take an unpaid leave of absence to serve in the armed or uniformed services and you return to work at the Company within the time period set forth in USERRA, your vesting service continues for the duration of your leave period. This means you will continue to accrue vesting service as if you had not taken a leave of absence.

All contributions stop during an unpaid leave and may be restarted upon your return to work. Upon your return, any company retirement savings (nonelective) contributions that would have been made on your behalf will automatically be allocated to your Plan account. In addition, you can make up your deferral contributions and receive company matching contributions that you missed while you were on your unpaid military leave. You can make these additional contributions for up to three times the amount of time that you were absent for duty or five years, whichever is less. To set up military leave make-up contributions, contact Vanguard.

Rehire

If your employment with the Company ends and you later return, your vesting status in the Plan upon being rehired will depend on your vested percentage when you left the Company:

- If you were 100% vested, you will be 100% vested in your accounts upon your return.
- If you were previously 100% vested because of an involuntary termination, your account balance will continue to be 100% vested upon your return. Future contributions will be vested according to your years of service with the Company and the current vesting schedule.
- If you were not 100% vested, your prior years of vesting service will count toward vesting upon your return. If you were gone less than one year, your vesting service will be treated as if you never left.

If you are rehired within five years of the date your employment ended, any company matching contributions and retirement savings (nonelective) contributions you forfeited will automatically be returned to your account.

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 ERISA that entitle you to:

- Examine, at the Plan administrator's office and other specified locations, including work sites and union halls, if applicable, without charge, all Plan documents governing the Plan. These documents may include insurance contracts and certificates, collective bargaining agreements, if any, and 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, after sending a written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and certificates, collective bargaining agreements, if any, and copies of the latest annual report (Form 5500 Series) and updated SPD. You may be asked to pay a reasonable fee for the copies.
- Receive a written summary of the Plan's latest annual report (Form 5500 Series). The Plan administrator is required by law to provide each participant with a copy of this summary annual report.
- Obtain a statement that indicates whether you have a right to receive benefits at normal retirement age and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you are not fully vested, the statement will indicate how many years you have to work to be fully vested. 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.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are several steps you can take to enforce your rights. For instance, if you request a copy of the Plan documents or the latest annual report (Form 5500 Series) from the Plan and do not receive it 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If 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 sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have questions about the Plan, contact the Plan administrator. If you have questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, 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 Ave. NW
Washington, DC 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.

Your Investment Decisions

The Plan permits participants and beneficiaries to direct the investment of their plan accounts in accordance with the limits and restrictions described in the SPD and other investment literature provided to you. Pursuant to ERISA Section 404(c), if the Plan provides participants and beneficiaries with an opportunity to control their Plan investments, the Plan's trustees and other fiduciaries generally are not responsible for any investment losses attributable to a participant's (or beneficiary's) investment decisions. In other words, if you control the investment of your Plan account, then you are responsible for the investment results—including both earnings and losses attributable to your investment decisions. In structuring the Plan to allow participant-directed investments, Weyerhaeuser has intended for the Plan to qualify as an "ERISA Section 404(c) plan," and the Plan's fiduciaries may be relieved of any liability for losses experienced as a result of your investment instructions.

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 does 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 Code. If a court order of this type is received, you will be advised in writing. The Plan currently charges a fee of $525 for reviewing and qualifying an order and subsequently splitting an account. The fee is charged to your Plan account.

If the Plan receives notice that a QDRO is being sought and your Plan benefit may be affected, a hold may be placed on your Plan account or Plan benefit payments, as applicable, for a period described in the Plan's QDRO procedures. You will be notified if Weyerhaeuser places a hold on your Plan account or benefit payments. For a free copy of the Plan's QDRO procedures, call Vanguard.

Loss or Denial of Benefits

Although the funds contributed to your Plan account are held in trust, there are situations that will cause you to lose your account balance or to have your balance reduced. These include:

- No contributions can be made to your account that exceed the limits specified by federal tax law or the Plan for any plan year (described under "Contributions" above).
- Nondiscrimination tests required by federal tax law may require that some elective deferrals be returned to participants. You will be notified if you are affected.
- If you terminate employment before becoming 100% vested, then you may lose the portions of your matching and retirement savings (nonelective) contributions that were not vested at your termination of employment (described under "Vesting" above).
- Your account will share in losses, as well as gains and income, of the investment funds in which you have elected to invest your accounts (described under "Investing Your Account" above).
- If you are subject to a QDRO, then a part or all of your account balance could be assigned to another party (described under "Qualified Domestic Relations Orders (QDROs)" above).
- If you do not request distributions or withdrawals from the Plan, or if you do not properly complete the required paperwork, including any necessary spousal consent, you will not receive payments (unless required by applicable law or the terms of the Plan) or such payments may be delayed.
- If the address shown for you or your beneficiary in the Plan's records is incorrect, Plan benefit payments may be delayed. It is your responsibility (and your beneficiary's responsibility in the case of your death) to provide Vanguard with a current address after your employment with the Company has ended.

Your Duty to Review Information

You will receive periodic information about your Plan benefits (e.g., benefit statements and confirmation letters). After your employment ends, you will receive information about your account and the time and manner in which it can be paid to you (your distribution options).

You are responsible for promptly reviewing information you receive about the Plan. If you have questions or believe the information is incorrect in any way, you must notify the Plan administrator or Vanguard within 60 days after you receive the information.

The Company and Vanguard will not be responsible for any mistakes or losses unless you bring them to the attention of the Plan administrator within the 60-day time period. Most inquiries will be resolved informally, and your initial inquiry is not considered to be a formal claim under the terms of the Plan. If the response to your inquiry does not resolve the matter to your satisfaction, you must file a formal, written claim for benefits within 60 days after the decision on your inquiry in accordance with the claims procedures.

Claims and Appeals Procedures

The Plan uses the following procedures when making decisions on claims and appeals in accordance with ERISA. The procedures include rules that you must follow to properly file 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 these claims 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 exhaust all the claims and appeal procedures available to you under the Plan.

The procedures set forth below will be interpreted in accordance with the applicable provisions of 29 C.F.R. 2560.503-1, including with respect to a plan providing disability benefits.

Filing a Claim

A participant or a beneficiary, or the authorized representative of either (the "Claimant" or "you"), who believes that he or she has been denied benefits to which he or she is entitled under the Plan may file a written claim for such benefits with the Initial Claim Reviewer:

Weyerhaeuser Company Employee Service Center
220 Occidental Ave. S.
Seattle, WA 98104

The Initial Claim Reviewer may prescribe a form for filing such claims, and if it does so, a claim will not be deemed properly filed unless such form is used, but the Initial Claim Reviewer will provide a copy of such form to any person whose claim for benefits is improper solely for this reason.

Claim Review

Claims that are properly filed will be reviewed by the Initial Claim Reviewer.

The Initial Claim Reviewer will make its decision and notify the Claimant (you) in writing of the decision within 90 days (45 days in the case of a claim based on the participant's total and permanent disability (a "Disability Claim")) after the claim is received. Some claims may require an additional 90 days (30 days in the case of a Disability Claim) to review because of special circumstances (or matters beyond the control of the Plan in the case of a Disability Claim). In the case of a Disability Claim, the review period may be extended for a second 30-day period due to matters beyond the control of the Plan. You will be notified prior to the expiration of the applicable review period if additional time is required to review your claim. Any extension notice will indicate the special circumstances or matters requiring the extension and the date by which the Initial Claim Reviewer expects to render its decision. In the case of a Disability Claim, the extension notice will also explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will be afforded at least 45 days within which to provide the specified information. If the Initial Claim Reviewer fails to respond to the claim in a timely manner, you may treat the claim as having been denied.

Claim Denial

If the claim is wholly or partially denied, the written response to the Claimant will include the following:

- The specific reason or reasons for the denial;

- Reference to the specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or information is necessary; and
- A description of the Plan's appeal procedures and the time limits applicable to such procedures as set forth below, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse determination on appeal.

In the case of a Disability Claim, the written response to the Claimant will also include the following:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the Claimant to the Plan of health care professionals treating the participant and vocational professionals who evaluated the participant, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination, and (iii) a disability determination regarding the participant presented by the Claimant to the Plan made by the Social Security Administration;
- If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits.

Filing an Appeal

If the claim is denied in whole or in part, the Claimant may appeal such denial by filing a written appeal with the Appeals Committee:

Weyerhaeuser Company Employee Benefits Appeals Committee
Weyerhaeuser Compensation & Benefits
220 Occidental Ave S.
Seattle, WA 98104

The appeal must be filed within 60 days (180 days in the case of a Disability Claim) of receiving written notice that the claim has been denied. The appeal must include the following:

- A statement of the grounds on which the appeal is based;
- Reference to the specific Plan provisions that support the claim;

- The reasons or arguments why the Claimant believes the claim should be granted and evidence supporting each reason or argument; and
- Any other comments, documents, records, or information relating to the claim that the Claimant wishes to include.

The appeal will be decided based on information you provide in your submission to the 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.

Appeal Review

The Appeals Committee will review the appeal and consider all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination. The Appeals Committee will not afford any deference to the Initial Claim Reviewer's denial of the claim.

In deciding an appeal of an adverse benefit determination that is based in whole or in part on a medical judgment (such as with respect to a Disability Claim), the Appeals Committee will consult with a health care professional who was neither involved in or subordinate to the person who made the initial benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

Before the Appeals Committee can issue an adverse benefit determination on appeal, the Appeals Committee will provide the Claimant, free of charge, with any new or additional (1) evidence considered, relied upon, or generated by the Appeals Committee in connection with the claim or (2) rationale on which an adverse benefit determination on appeal will be based on. Such evidence or rationale will be provided to the Claimant as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on appeal is required to be provided (described below) to give the Claimant a reasonable opportunity to respond prior to that date.

The Appeals Committee will make its decision and notify the Claimant in writing of the decision, within 60 days (45 days in the case of a Disability Claim) after the Appeals Committee's receipt of the written appeal, provided that the 60-day period (45-day period in the case of a Disability Claim) can be extended for up to an additional 60 days (additional 45 days in the case of a Disability Claim) if the Appeals Committee determines that special circumstances require an extension of time to process the appeal and the Claimant is notified in writing of the extension prior to the termination of the initial 60-day period (45-day period in the case of a Disability Claim). The extension notice will indicate the special circumstances requiring the extension and the date by which the Appeals Committee expects to render its decision on the appeal.

Appeal Denial

In the event the claim is wholly or partially denied on appeal, the written denial shall include:

- The specific reason or reasons for the denial;
- References to the specific Plan provisions on which the denial is based;

- A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim; and
- A statement of the Claimant's right to bring a civil action under ERISA Section 502(a).

In the case of a Disability Claim, the written response to the Claimant will also include the following:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the Claimant to the Plan of health care professionals treating the participant and vocational professionals who evaluated the participant, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination, and (iii) a disability determination regarding the participant presented by the Claimant to the Plan made by the Social Security Administration;
- If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.

The Appeals Committee has the absolute power to construe disputed or doubtful Plan terms, resolve all claims, and make all decisions about Plan eligibility and/or benefits. Any decision by the 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 will be upheld by a court of law.

Legal Action and Limitations Period

You may not take legal action against the Plan with respect to a denial unless you exhaust the claims and appeals procedures above and file action in a court of competent jurisdiction by the earliest of the following dates:

- One year following the date on which eligibility or benefits are denied or you should have reasonably known that eligibility or benefits are 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.

PLAN TERMINATION

Weyerhaeuser may end the Plan at any time. If the Plan is terminated, no trust assets may be returned to the Company 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 or is partially terminated, the rights of each participant to his or her Plan account balance is non-forfeitable. If the Plan terminates, all Company contributions will cease. Upon termination, the account balance of each participant will be distributed to the participant or his or her beneficiaries in accordance with the Plan and IRS rules.

ADMINISTRATIVE INFORMATION

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 ERISA.

Plan name	Weyerhaeuser 401(k) Plan
Agent for service of legal process	Weyerhaeuser Company Corporate Secretary Law Department 220 Occidental Ave. S Seattle, WA 98104 Phone: 206-539-3000 Service of legal process may also be made on the Plan administrator.
Employer identification number	91-0470860
Employer name and address	Weyerhaeuser Company 220 Occidental Ave. S Seattle, WA 98104
IRS plan number	035
Plan administrator	Weyerhaeuser Company Administrative Committee Weyerhaeuser Compensation & Benefits 220 Occidental Ave. S Seattle, WA 98104 Phone: 800-833-0030
Plan sponsor	Weyerhaeuser Company Weyerhaeuser Compensation & Benefits 220 Occidental Ave. S Seattle, WA 98104 Phone: 800-833-0030
Plan year	January 1 through December 31
Source of benefits funding	The Plan allows for contributions by eligible employees and the Company. All contributions are held in the Plan's trust by the trustee.
Type of administration	The Plan is administered through the Weyerhaeuser Company Administrative Committee, which has contracted with The Vanguard Group to assist with the administration of the Plan. The Vanguard Group P.O. Box 982902 El Paso, TX 79998-2902 Phone: 800-523-1188 retirementplans.vanguard.com

Trustee	Vanguard Fiduciary Trust Company P.O. Box 2900 Valley Forge, PA 19482-2900 Phone: 800-523-1188
Type of Plan	The Plan is a defined contribution plan, with a cash or deferred arrangement under Code Section 401(k), and a participant-directed individual account plan under ERISA Section 404(c).
Vanguard plan number	091289

CONTACTS

Eligibility	
Ask questions about eligibility	Weyerhaeuser Company Employee Service Center 220 Occidental Ave. S. Seattle, WA 98104 Phone: 800-833-0030
Plan information, participation, benefits, and claims	
Ask questions about Plan information, participation, benefits, and claims	The Vanguard Group P.O. Box 982902 El Paso, TX 79998-2902 Phone: 800-523-1188
Appeals	
File a claim	Weyerhaeuser Company Employee Service Center 220 Occidental Ave. S. Seattle, WA 98104 Phone: 800-833-0030
Appeal a claim denial	Weyerhaeuser Employee Benefits Appeals Committee Weyerhaeuser Compensation & Benefits 220 Occidental Ave. S. Seattle, WA 98104

Cómo comunicarse con	Acceso a su cuenta por Internet en retirementplans.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

Code
The Internal Revenue Code of 1986, as amended, a federal law prescribing the requirements for retirement plans (including the Plan) to be tax qualified.

Company
Weyerhaeuser Company and its U.S. subsidiaries participating in the Plan.

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 the Substance Abuse Policy of the Company), vandalism, destruction or threat to Company property, harassment of other personnel for any reason (as described in the Anti-Harassment Policy of the Company), carrying weapons or possession of explosives on Company property, committing a felonious act on Company property, or threats and acts of violence against another person on Company property.

Eligible retirement plan
A 401(a) qualified plan; an individual retirement plan (individual retirement account or an individual retirement annuity); a 403(b) plan; a 403(a) annuity plan; or an eligible 457 plan maintained by a by a state, a political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

ERISA
The Employee Retirement Income Security Act of 1974, as amended, a federal law regulating employee benefit plans (including the Plan). ERISA focuses on protecting participants' rights under a plan.

IRS
The Internal Revenue Service, a U.S. government agency responsible for the collection of taxes and enforcement of tax laws.

Investment earnings
Dividends, capital gains, interest payments, and other investment income credited to your Plan account investments. Likewise, investment losses will also be applied to your Plan account.

Plan
Weyerhaeuser 401(k) Plan.

Plan administrator
Weyerhaeuser Company Administrative Committee.

Totally and permanently disabled or total and permanent disability
A condition that prevents a person from performing any and every duty pertaining to his or her employment and for which it is reasonably certain that such incapacity will exist during the remainder of his or her life. The Plan administrator's determination as to whether a participant has a total and permanent disability will be made in accordance with ERISA and considered final.

Weyerhaeuser
Weyerhaeuser Company.