

Qualified Domestic Relations Order—Defined Benefit Plan Model 1 Instructions and Sample Language— Separate Interest Model

Koch Industries, Inc.

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Instructions for Using the Sample QDRO Language Provided

General Information

This model language may be used to divide benefits under the Plan(s) if:

- The participant has not yet begun receiving pension payments under the plan; and
- The participant has a benefit in the Koch Industries Employees Pension Plan, Koch Nitrogen Hourly Employees' Pension Plan, INVISTA Pension Plan for Certain Grandfathered Employees, or the Georgia-Pacific LLC Hourly Pension Plan; or the participant has a traditional pension benefit under the Georgia-Pacific LLC Salaried Pension Plan or Molex.

If the participant's benefit payments have begun at the time the order is received by the Plan, please use Defined Benefit Plan Model 2 Instructions and Model Language—Shared Payment Model.

Please note that if a participant accrued a benefit prior to October 1, 2001, in the Fort James Pension Plan or prior to April 1, 2001, in the Unisource Pension Plan, the parties will need to use this model to divide the benefit accrued prior to those dates (which took the form of a traditional defined benefit plan), in addition to using Model Language 3 to divide any benefit accrued after those dates. If the parties use this model alone, only the benefit accrued prior to these dates will be divided.

This document contains sample Qualified Domestic Relations Order (QDRO) language. Pages 2 through 5 contain explanations and instructions that apply to the sample QDRO language on pages 6 through 12. The explanations contain answers to most questions you may have about the sample language. If you follow the instructions carefully, your Domestic Relations Order should meet all qualifications for approval. Be sure to fill in every line wherever information is requested.

If you would like more information on how to obtain a QDRO, see the Procedures document.

Since there are a number of different ways to design a QDRO and provide for division of benefits, the Plan makes no representation as to which method is best for the parties involved. The Plan's only interest is in making certain that any Domestic Relations Order issued with respect to the Plan meets the requirements of a QDRO under federal law.

Note: Only court-certified orders can be qualified. Handwritten changes made after certification will not be accepted.

Instructions

1. Plan

In this section, you are asked to specify the defined benefit plan(s) under which the participant's benefits are being assigned, which should be one of the following:

- Koch Industries Employees' Pension Plan
- Koch Nitrogen Hourly Employees' Pension Plan
- INVISTA Pension Plan for Certain Grandfathered Employees
- Georgia-Pacific LLC Salaried Pension Plan
- Georgia-Pacific LLC Hourly Pension Plan
- Molex Pension Plan

2. Participant

In this section, you are asked to identify the participant whose benefits are being assigned. Fill in the following information about the participant:

- Complete name
- Current address (including ZIP code)
- Social Security number
- Date of birth

3. Alternate Payee

In this section, you are asked to identify the alternate payee to whom benefits are being assigned. Fill in the following information about the alternate payee:

- Complete name
- Current address (including ZIP code)
- Social Security number
- Date of birth
- Relationship to participant

Note: Although not a legal requirement, benefit processing requires the Social Security number and date of birth of the alternate payee. Failure to provide this information prohibits the benefit recordkeeper from establishing a separate benefit for the alternate payee, which will prevent distribution of funds to the alternate payee. For information privacy purposes, you may choose to provide addresses, Social Security numbers, and/or dates of birth on an attached document which is cross-referenced in the Domestic Relations Order. If an attached document is used for this purpose, the Order must specifically refer to the attachment or the submission will be denied.

4. Marital History

In this section, you are asked for the dates when the participant and the alternate payee were married and divorced. Fill in the dates of marriage and divorce. If you are assigning a marital fraction, these dates must be provided to determine the marital fraction.

5. Definitions

The sample QDRO language includes some terms with which you may not be familiar. The terms defined in this section will be used throughout the order.

Note: The marital property fraction will be based on the dates provided in Section 4 of this order and on the participant's employment history.

6. Benefit Payable to the Alternate Payee

In this section, you are asked to choose one of three options for specifying the dollar amount or percentage of the vested accrued benefit to be paid and when it will be calculated. Each option uses a different method—Option A uses a straight percentage method, Option B uses a marital interest method, and Option C uses a dollar amount method. Note that a single valuation date must be used; the benefit may not be awarded between two dates.

Choose **only one** of the three options. **Your order cannot use a combination of methods.**

Option A. Straight Percentage

Please provide the following information:

- The percentage of the participant's vested accrued benefit that is to be assigned to the alternate payee
- The date the vested accrued benefit is to be calculated (known as the date of determination)

Check the appropriate box if the alternate payee is to receive any subsidized early retirement benefit available under the Plan and/or any cost-of-living adjustments (COLAs) postretirement or any other increase applicable to the participant.

Option B. Marital Interest

Please provide the percentage of the marital interest in the participant's vested accrued benefit that is to be assigned to the alternate payee.

Check the appropriate box if the alternate payee is to receive any subsidized early retirement benefit available under the Plan and/or any cost-of-living adjustments (COLAs) postretirement or any other increase applicable to the participant.

Option C. Dollar Amount

Please provide the monthly dollar amount to be assigned to the alternate payee.

Check the appropriate box if the alternate payee is to receive any subsidized early retirement benefit available under the Plan and/or any COLAs postretirement or any other increase applicable to the participant.

7. Form of Payment

This section describes the intended form of payment to the alternate payee.

8. Commencement

This section states when payment of benefits to the alternate payee will begin.

9. Death Procedures

This section provides the alternate payee with a monthly benefit from the Plan that does not change upon the participant's death. The alternate payee will receive the benefit awarded under the order regardless of when the participant dies. If the participant dies before benefit payments to either the participant or the alternate recipient begin, the benefit amount payable to the alternate payee will be the same as the amount awarded in Section 6 and will be paid from the participant's preretirement surviving spouse benefit.

If the alternate payee dies prior to the participant and prior to the commencement of benefit payments to the alternate payee, the benefits awarded to the alternate payee by this order will revert to the participant.

10. Retention of Jurisdiction

This section outlines what is required of both parties if the Plan Administrator initially determines that the order is not qualified. It also states that the court (named earlier) expressly reserves jurisdiction over the dissolution proceeding involving the participant, the alternate payee, and the participant's interest in the Plan.

11. Limitations

This section provides specific legal limits on the order.

12. Taxation

This section explains that any payments made to the alternate payee will be subject to the appropriate federal, state, and local taxes.

13. Constructive Receipt

This section outlines what the participant and the alternate payee are required to do if either receives benefits from the Plan that should have been paid to the other party.

14. Effect of Plan Termination

This section states how benefits may (or may not) be affected if the Plan is terminated.

15. Certification of Necessary Information

This section explains that the participant and the alternate payee may need to certify in writing that the information on which this order is based is accurate.

Note: *Only court-certified orders can be qualified. Handwritten changes made after certification will not be accepted.*

END INSTRUCTIONS—MODEL LANGUAGE FOLLOWS

STATE OF _____ CASE # _____

COUNTY OF _____

IN THE _____ COURT OF _____

IN RE TO THE MARRIAGE OF:

Petitioner

and

Respondent

Qualified Domestic Relations Order (Defined Benefit Plan)

This order creates and recognizes the existence of an alternate payee's right to receive a portion of the participant's benefits payable under an employer-sponsored defined benefit plan, which is qualified under Section 401 of the Internal Revenue Code (the "Code"). This order is intended to constitute a Qualified Domestic Relations Order (QDRO) under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 (ERISA) and shall be interpreted and administered in conformity with such laws.

This order is entered pursuant to the authority granted under the applicable domestic relations laws of the state of _____.

1. Plan

This order applies to the: _____ (the "Plan"). Any successor to this Plan shall also be subject to the terms of the order.

2. Participant

The name, address, Social Security number, and date of birth of the participant are as follows:

Name: _____

Address: _____

Social Security Number: See attached Addendum

Date of Birth: See attached Addendum

3. Alternate Payee

The person named as alternate payee meets the requirements of the definition of alternate payee as set forth in Section 5 of this order. The alternate payee's name, address, Social Security number, date of birth, and relationship to the participant are as follows:

Name: _____

Address: _____

Social Security Number: _____

Date of Birth: See attached Addendum

Relationship to Participant: See attached Addendum

The alternate payee shall be responsible for notifying the Plan Administrator in writing of any changes in his or her mailing address subsequent to the entry of this order.

4. Marital History

Date of marriage: _____

Date of divorce: _____

5. Definitions

Accrued Benefit—Generally, the participant's accrued benefit is the participant's benefit as if he or she terminated employment on the date of determination and began receiving a distribution at his or her normal retirement age, as defined in the Plan.

Alternate Payee—The alternate payee is any spouse, former spouse, child, or other dependent of a participant who is recognized by a Domestic Relations Order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the participant.

Date of Determination—The date of determination is the date as of which to calculate the participant's accrued benefit from the Plan in order to determine the alternate payee's designated portion in accordance with the terms of this order.

Marital Interest—The marital interest is the participant's accrued benefit multiplied by the following fraction:

$$\frac{\text{Number of Months of Service (credited to the participant under the terms of the Plan during marriage)}}{\text{Number of Months of Service (credited to the participant under the terms of the Plan up to the earlier of the termination of the participant's employment or commencement of benefit payments to the alternate payee)}}$$

Plan Administrator—Koch Industries, Inc. (“Koch”) is the Plan Administrator for Koch’s employee benefit plans. Koch has contracted with Alight Solutions LLC to establish procedures and administer QDROs.

Vested—A participant is vested if he or she has a nonforfeitable right to a benefit under the Plan.

6. Benefit Payable to the Alternate Payee

(You must choose Option A, Option B, or Option C. Your submission will be denied if you select multiple options.)

Option A. Straight Percentage

The order assigns to the alternate payee an amount equal to _____% of the participant’s vested accrued benefit under the Plan (identified in Section 1) as of the following date of determination:
_____ (insert date).

Any actuarial adjustment that might be necessary to base the alternate payee’s benefit on the alternate payee’s lifetime will be applied to the alternate payee’s benefit. Further, early commencement reductions shall be made as necessary to reflect commencement of the alternate payee’s benefit prior to the participant’s normal retirement age or prior to the commencement of benefit payments to the participant. If such reductions are required, they shall be determined on the basis of the Plan’s actuarial assumptions and not on the basis of any subsidized early retirement factors contained in the Plan.

Except as provided below, the alternate payee shall have no right to any other increase in the participant’s benefit under the Plan caused by service, earnings, separation programs, or Plan amendments. Neither shall the alternate payee have any right to the portion of the participant’s retirement benefit under the Plan that is not assigned in this order.

- If the participant retires prior to his or her normal retirement date and is eligible to begin receiving subsidized early retirement pension benefits under the Plan, after the participant retires, the amount of any benefit payment to the alternate payee (choose one):
 - Will be** increased by a proportionate share of any such early retirement subsidy.
 - Will not be** increased by a proportionate share of any such early retirement subsidy.
- If the Plan pays a cost-of-living (COLA) increase, postretirement benefit, or any other ad hoc increase to the participant, the amount of any benefit payment to the alternate payee (*choose one*):
 - Will be** increased in proportion to the alternate payee’s share of the participant’s benefit.
 - Will not be** increased in proportion to the alternate payee’s share of the participant’s benefit.

OR

Option B. Marital Interest

This order assigns to the alternate payee an amount equal to _____ % of the “marital interest” in the participant’s accrued benefit under the Plan (identified in Section 1) as of the earlier of the termination of the participant’s employment or commencement of benefit payments to the alternate payee.

Any actuarial adjustment that might be necessary to base the alternate payee’s benefit on the alternate payee’s lifetime will be applied to the alternate payee’s benefit. Further, early commencement reductions shall be made as necessary to reflect commencement of the alternate payee’s benefit prior to the participant’s normal retirement age or prior to the commencement of benefit payments to the participant. Except as provided below, if such reductions are required, they shall be determined on the basis of the Plan’s actuarial assumptions and not on the basis of any subsidized early retirement factors contained in the Plan.

Except as provided below, the alternate payee shall have no right to any other increase in the participant’s benefit under the Plan caused by service, earnings, separation programs, or Plan amendments. Neither shall the alternate payee have any right to the portion of the participant’s retirement benefit under the Plan that is not assigned in this order.

- If the participant retires prior to his or her normal retirement date and is eligible to begin receiving subsidized early retirement pension benefits under the Plan, after the participant retires, the amount of any benefit payment to the alternate payee (*choose one*):
 - Will be** increased by a proportionate share of any such early retirement subsidy.
 - Will not be** increased by a proportionate share of any such early retirement subsidy.
- If the Plan pays a cost-of-living (COLA) increase, postretirement benefit, or any other ad hoc increase to the participant, the amount of any benefit payment to the alternate payee (*choose one*):
 - Will be** increased in proportion to the alternate payee’s share of the participant’s benefit.
 - Will not be** increased in proportion to the alternate payee’s share of the participant’s benefit.

OR

Option C. Dollar Amount

This order assigns to the alternate payee an amount equal to \$_____ of the participant’s monthly vested accrued benefit under the Plan (identified in Section 1) but not to exceed the total value of the participant’s vested accrued benefit. The alternate payee shall have no rights in or to any amount of the participant’s vested accrued benefit under the Plan not assigned by this order.

Any actuarial adjustment that might be necessary to base the alternate payee’s benefit on the alternate payee’s lifetime will be applied to the alternate payee’s benefit. Further, early commencement reductions shall be made as necessary to reflect commencement of the alternate payee’s benefit prior to the participant’s normal retirement age or prior to the commencement of benefit payments to the participant. Except as provided below, if such reductions are required, they shall be determined on the basis of the Plan’s actuarial assumptions and not on the basis of any subsidized early retirement factors contained in the Plan.

Except as provided below, the alternate payee shall have no right to any other increase in the participant's benefit under the Plan caused by service, earnings, separation programs, or plan amendments. Neither shall the alternate payee have any right to the portion of the participant's retirement benefit under the Plan that is not assigned in this order.

- If the participant retires prior to his or her normal retirement date and is eligible to begin receiving subsidized early retirement pension benefits under the Plan, after the participant retires, the amount of any benefit payment to the alternate payee (choose one):
 - Will be increased by a proportionate share of any such early retirement subsidy.
 - Will not be increased by a proportionate share of any such early retirement subsidy.
- If the Plan pays a cost-of-living (COLA) increase, postretirement benefit, or any other ad hoc increase to the participant, the amount of any benefit payment to the alternate payee (*choose one*):
 - Will be** increased in proportion to the alternate payee's share of the participant's benefit.
 - Will not be** increased in proportion to the alternate payee's share of the participant's benefit.

7. Form of Payment

Except as otherwise stated, the amount payable to the alternate payee in accordance with this order shall be paid to the alternate payee in any form available to an alternate payee in accordance with the provisions of the Plan. However, the alternate payee's benefits may not be paid as a joint and survivor annuity naming the alternate payee's subsequent spouse as the survivor.

8. Commencement

The alternate payee may begin receiving his or her benefit payments on the later of the participant's earliest retirement date under the Plan or the date the alternate payee applies for his or her benefits in the manner prescribed by the Plan Administrator. If the Plan so provides, the alternate payee may elect to receive his or her benefits at an earlier date allowed by the Plan. In no event can the alternate payee defer commencement of benefits later than the participant's actual commencement date.

9. Death Procedures

The benefit assigned to the alternate payee is calculated over his or her lifetime. The benefit awarded in Section 6 is the only benefit awarded to the alternate payee under this order and it will not change if the participant dies prior to the alternate payee.

If the alternate payee predeceases the participant prior to the commencement of benefit payments to the alternate payee, the benefit otherwise payable to the alternate payee reverts to the participant.

10. Retention of Jurisdiction

This matter arises from an action for divorce or legal separation in this court under the case number set forth at the beginning of this order. Accordingly, this court has jurisdiction to issue this order.

In the event the Plan Administrator determines that this order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this court expressly reserves jurisdiction over the dissolution proceeding involving the participant, the alternate payee, and the participant's interest in the Plan.

11. Limitations

Pursuant to Section 414(p)(3) of the Code and except as provided by Section 414(p)(4), this order:

- (i) Does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
- (ii) Does not require the Plan to provide increased benefits; and
- (iii) Does not require the payment of benefits to an alternate payee that is required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

12. Taxation

For purposes of Sections 402 and 72 of the Code, any alternate payee who is the spouse or former spouse of the participant shall be treated as the distributee of any distributions or payments made to the alternate payee under the terms of the order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

13. Constructive Receipt

If the Plan inadvertently pays to the participant any benefit that is assigned to the alternate payee pursuant to the terms of this order, the participant will immediately reimburse the Plan to the extent that the participant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the alternate payee any benefit that is actually payable to the participant, the alternate payee must make immediate reimbursement. The alternate payee must reimburse the Plan to the extent he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

14. Effect of Plan Termination

If the Plan is terminated, whether on a voluntary or involuntary basis, and the participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation (PBGC), the alternate payee's benefits, as stipulated herein, will also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the participant's benefits are guaranteed by the PBGC.

15. Certification of Necessary Information

All payments made pursuant to this order shall be conditioned on the certification by the alternate payee and the participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

Dated this _____ day of _____, _____

By the court:

Judge's Signature

We consent to the above:

Participant

Alternate Payee

DO NOT FILE WITH COURT

Addendum to QDRO Personal Information Koch Industries Plan

This attachment is not required to be filed with the court. This attachment should be included with the order when it's delivered to the plan administrator. This information is required to process the QDRO.

Participant:

Name: _____

Address: _____

Social Security Number: _____

Date of Birth: _____

Alternate Payee:

Name: _____

Address: _____

Social Security Number: _____

Date of Birth: _____

Relationship to Participant: _____

Benefit processing requires the Social Security number and date of birth of the alternate payee. Failure to provide this information prohibits the benefit recordkeeper from establishing a separate benefit for the alternate payee, which will prevent distribution of funds to the alternate payee. As such, orders that do not contain this information, either in the order itself, or in an addendum referenced in the order, will not be qualified.

DO NOT FILE WITH COURT