

***ONLY RELEVANT SECTIONS RELATED TO THE LETTERS OF CREDIT ISSUANCE  
AND REIMBURSEMENT ARE INCLUDED.***

**CONFORMED COPY INCORPORATING AMENDMENT NO. 4  
EFFECTIVE AS OF MAY 31, 2011**

\$700,000,000

THIRD AMENDED AND RESTATED  
RECEIVABLES PURCHASE AGREEMENT

Dated as of June 13, 2008

Among

G-P RECEIVABLES, INC.

as the Seller

GEORGIA-PACIFIC LLC

as the Collection Agent

CRC FUNDING, LLC,  
GOTHAM FUNDING CORPORATION,  
LIBERTY STREET FUNDING LLC,  
STARBIRD FUNDING CORPORATION

and

THREE PILLARS FUNDING LLC

as the Purchasers

BNP PARIBAS, ACTING THROUGH ITS NEW YORK BRANCH

and

EACH ADDITIONAL LC BANK FROM TIME TO TIME PARTY HERETO

as the LC Banks

and

CITICORP NORTH AMERICA, INC.

as the Administrative Agent

All payments made pursuant to this Section 2.10 shall be due and payable hereunder upon demand. The determinations made by any Purchaser pursuant to this Section 2.10 shall be binding absent demonstrable error.

#### SECTION 2.11 Letters of Credit.

(a) Subject to the terms and conditions hereof, including, without limitation, the conditions set forth in Section 3.02, each LC Bank shall issue or cause the Issuance of Letters of Credit denominated in U.S. dollars at the direction of the Seller from time to time during the period from the date hereof to the Termination Date; provided, however, that no LC Bank shall issue or cause the Issuance of any Letters of Credit in the event that, (i) after giving effect to such Issuance, (x) the LC Participation Amount plus any outstanding Reimbursement Obligations at such time would exceed \$400,000,000 or (y) the sum of the undrawn stated amounts of all outstanding Letters of Credit issued by such LC Bank plus any outstanding Reimbursement Obligations owed to such LC Bank at such time would exceed such LC Bank's LC Sublimit, (ii) such LC Bank has received written notice from the Administrative Agent or any Purchaser or a Secondary Purchaser (with a copy to the Administrative Agent), at least one (1) Business Day prior to the requested date of Issuance of the applicable Letter of Credit, that one or more applicable conditions to such Issuance contained herein shall not then be satisfied, or (iii) any Purchaser is a Defaulting Purchaser, unless (w) arrangements with respect to such Defaulting Purchaser have been made which are reasonably satisfactory to such LC Bank to mitigate such LC Bank's risk with respect to such Defaulting Purchaser (as to both existing Letters of Credit and any proposed new Issuance), (x) the Seller has fulfilled the requirements set forth in Section 2.13(a) or (z) (i) such Defaulting Purchaser has assigned all of its rights, interests and obligations hereunder to Assignee(s) in accordance with Section 10.04 hereof and (ii) such Defaulting Purchaser's Related Secondary Purchaser has assigned all of its rights, interests and obligations under the Secondary Purchase Agreement to "Assignee(s)" in accordance with the terms of, and such term as defined in, the Secondary Purchase Agreement. In the absence of manifest error, the LC Banks may rely conclusively on any information provided by the Seller in any Letter of Credit Request as to the outstanding Letters of Credit issued by each other LC Bank and the stated amount thereof.

(b) The Seller may request that an LC Bank issue a Letter of Credit by delivering to the Administrative Agent, such LC Bank and each Purchaser at or prior to 11:00 A.M., New York time, on the second Business Day prior to the date of such requested Issuance, (i) a letter of credit request substantially in the form of Exhibit H hereto (a "Letter of Credit Request"), which shall specify (A) the face amount of the Letter of Credit requested to be issued, which amount shall not be less than \$250,000, (B) the proposed issuance date and expiry date of such Letter of Credit, (C) the beneficiary of such Letter of Credit, (D) whether such Letter of Credit is a standby or direct-pay Letter of Credit, (E) whether such Letter of Credit will include an automatic extension or an automatic reinstatement provision, (F) whether such Letter of Credit has been requested by Georgia-Pacific or an Affiliate thereof pursuant to the terms of the GP Letter of Credit Documents and (G) each outstanding Letter of Credit and the stated amount thereof (which may be attached as a schedule thereto), (ii) if required by such LC Bank, such LC Bank's form of Letter of Credit Application, substantially in the form of Exhibit I hereto, or such other form as shall be agreed to from time to time by the Seller and the applicable LC Bank (the "Letter of Credit Application"), completed to the satisfaction of such LC Bank, and (iii) such

other certificates, documents and other papers and information as such LC Bank may reasonably request. In addition, the Seller may from time to time request that an LC Bank renew, extend (to the extent not automatically renewed or extended subject to the terms in Section 2.11(f)), increase, decrease or otherwise modify any Letter of Credit previously issued hereunder by such LC Bank (“Modify”, and each such action a “Modification”), in each case by notice to the Administrative Agent, such LC Bank and the Purchasers at or prior to 11:00 A.M., New York time, on the second Business Day prior to the date of such proposed Modification, substantially in the form of the Letter of Credit Request. All terms of each proposed Letter of Credit and each Modification thereto must be reasonably acceptable to the applicable LC Bank. In no event shall an LC Bank agree to a Modification if, on the proposed date of such Modification, such LC Bank would not be obligated to issue a new Letter of Credit under the terms of this Section 2.11 (and such LC Bank either has knowledge or has been notified thereof), if requested, in the amount and on the terms of (and in replacement for) the Letter of Credit being Modified, or if the beneficiary does not consent to the proposed terms of the Modification.

(c) Unless the applicable LC Bank has received, at least one (1) Business Day prior to the requested date of Issuance or Modification of the applicable Letter of Credit, written notice from the Administrative Agent or any Purchaser or Secondary Purchaser (which notice shall be sent concurrently to the Administrative Agent and all Purchasers and Secondary Purchasers (to the extent such party is not the party delivering such notice)) that one or more applicable conditions to such Issuance or Modification contained herein shall not then be satisfied, then, subject to the terms and conditions hereof, such LC Bank shall, on the requested date, issue or Modify such requested Letter of Credit, in each case in accordance with such LC Bank’s usual and customary business practices. Upon the Issuance (including any automatic extension or renewal thereof) or Modification of each Letter of Credit, the applicable LC Bank will promptly notify the Seller, the Administrative Agent, each Purchaser and each Secondary Purchaser of such Issuance or Modification, which notice shall specify (w) the issuance date and expiry date of such Letter of Credit, (x) the face amount thereof and (y) the beneficiary thereof.

(d) Each Letter of Credit shall, among other things, (i) provide for the payment of sight drafts or other written demands for payment when presented for honor thereunder in accordance with the terms thereof and when accompanied by the documents described therein, and (ii) have an initial expiry date not later than one year after the date on which such Letter of Credit is issued. Each Letter of Credit shall be subject to (x) the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and any amendments or revisions thereof adhered to by the applicable LC Bank, or (y) the International Standby Practices (ISP98-International Chamber of Commerce Publication Number 590), and any amendments or revisions thereof adhered to by the applicable LC Bank, as determined by such LC Bank.

(e) The Seller shall authorize and direct each LC Bank to name the Seller as the “Applicant” or “Account Party” of each Letter of Credit; provided, that any such Letter of Credit may indicate that it is issued “at the request of” Georgia-Pacific or an Affiliate of Georgia-Pacific.

(f) In the case of any Letter of Credit that by its terms may be automatically extended or renewed on the failure of the LC Bank that issued such Letter of Credit to provide

specific notice or instruction not to so extend or renew to the Applicant and/or the beneficiary thereof, any such extension or renewal shall be deemed an Issuance hereunder, and shall accordingly be subject to the satisfaction of the conditions precedent set forth in Section 2.11(a) and Section 3.02 and any other provisions herein governing the Issuance of Letters of Credit. No LC Bank shall issue a Letter of Credit described in the previous sentence unless such LC Bank is permitted to refuse to extend or renew such Letter of Credit if any of the conditions precedent to an Issuance of a Letter of Credit hereunder are not met on the date of such extension or renewal or such extension or renewal would cause the expiry date of such Letter of Credit to be later than one year after the then current expiry date of such Letter of Credit.

(g) The Seller agrees to be bound by the terms of the Letter of Credit Application (if any), by the applicable LC Bank's reasonable interpretations of any Letter of Credit, and by such LC Bank's written regulations and customary practices relating to letters of credit, notwithstanding that such LC Bank's interpretation of such regulations and practices may be different from the Seller's own. In the event of a conflict between the Letter of Credit Application and this Agreement, this Agreement shall govern. No LC Bank shall be liable for any error, negligence and/or mistakes, whether of omission or commission, in following the Seller's instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto, other than in the case of gross negligence or willful misconduct by such LC Bank. Notwithstanding any other provision herein or in any other Sale Document, no LC Bank shall be under any obligation to issue any Letter of Credit that the Seller has requested be issued in a form to which such LC Bank has not agreed in good faith or if such issuance would be in contravention of law or such LC Bank's written policies and procedures consistently applied.

(h) For purposes of determining the amount of a Letter of Credit at any time hereunder, such amount at such time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any LC Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, including the automatic reinstatement of all or any portion thereof following a drawing thereon, the amount of such Letter of Credit shall be deemed to be the stated amount of such Letter of Credit after giving effect to all such increases, whether or not such stated amount is in effect at such time.

(i) On or prior to the date on which the initial Letter of Credit is issued hereunder, the LC Collateral Account shall have been established, such account bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the LC Banks, the Purchasers and the Secondary Purchasers and entitled "LC Collateral Account for the G-P Receivables Purchase Agreement." The LC Collateral Account shall at all times be subject to the LC Collateral Account Agreement, and neither the Seller, nor any Person claiming by, through or under the Seller, shall have any right, title or interest in, or any right to withdraw any amount from the LC Collateral Account (except as otherwise expressly set forth herein). The tax identification number associated with the LC Collateral Account shall be that of the Seller. Funds on deposit in the LC Collateral Account shall, at the written direction and risk of the Seller, be invested in Eligible Investments as instructed by the Seller in writing (which may be a standing instruction). Such funds shall be invested in overnight Eligible Investments that will

mature at the beginning of the next Business Day after so invested. All interest and other investment earnings (net of losses and investment expenses) received on funds on deposit in the LC Collateral Account shall be added to the LC Collateral Account and shall be included as part of the LC Collateral Amount.

SECTION 2.12 Letter of Credit Disbursements, Reimbursements; Participations and Payments; Indemnity.

(a) In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, the applicable LC Bank shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered to such LC Bank and that they comply on their face with the requirements of such Letter of Credit, and that any other drawing condition appearing on the face of such Letter of Credit has been satisfied in the manner so set forth. Notwithstanding anything to the contrary herein or in any other Sale Document, there shall be no conditions precedent to any such drawing other than the preceding conditions in this Section 2.12(a).

(b) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, the applicable LC Bank will promptly notify the Administrative Agent, each Purchaser and the Seller of such request by 5:00 P.M., New York time, on the date such request is made. Upon its receipt of such notice, the Seller shall have a Reimbursement Obligation to reimburse such LC Bank at or prior to 1:00 P.M., New York time on the next succeeding Business Day after such notice is received (or, if later, on the date on which such draw is required to be paid), in each case in an amount equal to the amount paid by such LC Bank under such Letter of Credit in respect of such drawing. The Seller shall be entitled to (w) direct the Collection Agent to apply any funds on deposit in the LC Collateral Account (other than funds deposited therein pursuant to Section 2.13(a) or (c)) to pay the applicable LC Bank and the Seller shall contemporaneously with such direction to the Collection Agent provide the Administrative Agent with notice thereof, (x) deliver notice to the Purchasers pursuant to Section 2.02 to make Purchases or (y) use its own funds available therefor at such time, in each case to satisfy the Seller's Reimbursement Obligation pursuant to this Section 2.12(b). The Seller shall have an absolute obligation to reimburse such LC Bank, for its benefit and the benefit of each Purchaser that makes a Participation Advance to such LC Bank as set forth below, in the amount of such Reimbursement Obligation, plus all interest thereon (at the rate set forth in Section 2.12(f)).

(c) In the event Seller fails to satisfy its Reimbursement Obligation at or prior to the applicable time on the applicable date set forth in Section 2.12(b) (out of its own funds available therefor at such time, out of the LC Collateral Account, or otherwise), the applicable LC Bank (i) shall, in the event that any Purchaser is a Defaulting Purchaser at such time and to the extent the Seller has deposited funds into the LC Collateral Account or delivered a stand-by letter of credit under Sections 2.13(a) or (c) in connection with such Purchaser becoming a Defaulting Purchaser, direct the Collection Agent (in the event the Administrative Agent shall not have delivered a Lock-Box Notice with respect to the LC Collateral Account) or the Administrative Agent (in the event the Administrative Agent has delivered a Lock-Box Notice with respect to the LC Collateral Account) to withdraw such funds from the LC Collateral Account and pay such amounts to such LC Bank and/or draw under such letter of credit,

respectively, an aggregate amount equal to such Defaulting Purchaser's Pro Rata Share of such unpaid Reimbursement Obligation, and the receipt of such funds by such LC Bank shall, solely for purposes of deeming the applicable portion of the Reimbursement Obligation to be satisfied, satisfy the obligations of such Defaulting Purchaser with respect to such Reimbursement Obligation to the extent of such funds received, and (ii) promptly will notify the Administrative Agent and each Purchaser thereof (with a copy to the Seller), and the Seller shall, on or prior to 3:00 P.M., New York time on such date, deliver a notice to each Purchaser (other than any Defaulting Purchaser) requesting that a Purchase be made on the next succeeding Business Day in an amount which shall, notwithstanding the minimum amount for Purchases set forth in Section 2.02(a), be equal to the amount of such drawing that remains unreimbursed at such time (a "Reimbursement Purchase") to be disbursed on the next succeeding Business Day, subject to the satisfaction of the applicable conditions for the making of a Purchase set forth in Section 3.02 (provided that in the event the Seller fails to deliver such notice, it shall still be deemed to have delivered such notice to each Purchaser; provided, further, that if the applicable LC Bank has knowledge that any of the conditions for the making of a Purchase set forth in Section 3.02 are not then satisfied, the applicable LC Bank may, instead of following the procedure for a Reimbursement Purchase set forth in this Section 2.12(c), give the notices requesting Participation Advances in accordance with Section 2.12(d)). Any such notice given by an LC Bank may be oral if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice. Upon the receipt of any such notice, each Purchaser may, in its sole discretion, upon satisfaction of the applicable conditions for the making of a Purchase set forth in Section 3.02, fund its portion of such Reimbursement Purchase in such amount as determined in accordance with, and pursuant to, the terms set forth in Section 2.01(a) hereof, and deliver the proceeds thereof directly to the applicable LC Bank in accordance with Section 2.02(b), whereupon such Purchaser shall be deemed to have made a Reimbursement Purchase hereunder in that amount, and upon the applicable LC Bank's receipt of the proceeds of the Reimbursement Purchases, the Seller's Reimbursement Obligation shall be satisfied to the extent of such proceeds received. If the applicable LC Bank does not receive any Purchaser's portion of a Reimbursement Purchase (or a "Reimbursement Purchase" by its Related Secondary Purchaser under the Secondary Purchase Agreement) by the time required in Section 2.02(b), it shall provide same-day notice of such failure to the Seller and the Seller may, in its discretion, use its own funds to fund the amount of such unpaid Reimbursement Purchase by paying such amount to the applicable LC Bank on the next Business Day after such Purchaser (and its Related Secondary Purchaser) has failed to make such Reimbursement Purchase, and upon such LC Bank's receipt of such funds, the Seller's unreimbursed Reimbursement Obligation with respect to such amount shall be satisfied.

(d) If, because the conditions precedent for Purchases set forth in Section 3.02 are not met, any Purchaser or its Related Secondary Purchaser does not make the full amount of any Reimbursement Purchase, the applicable LC Bank (i) shall be entitled, in its discretion, to direct the Collection Agent (in the event the Administrative Agent shall not have delivered a Lock-Box Notice with respect to the LC Collateral Account) or the Administrative Agent (in the event the Administrative Agent has delivered a Lock-Box Notice with respect to the LC Collateral Account) to apply such LC Bank's proportionate share of funds on deposit in the LC Collateral Account (other than amounts deposited therein pursuant to Section 2.13, except to the extent applied pursuant to Section 2.12(c) or, as set forth in Section 2.13(d), to the extent such amounts

are deemed to have been deposited therein under Section 2.04) (based on the undrawn stated amounts of all outstanding Letters of Credit issued by such LC Bank plus any outstanding Reimbursement Obligations owed to such LC Bank) or any other amount of such funds as shall be mutually agreed upon in writing by the LC Banks, in payment of such unreimbursed Reimbursement Obligation and (ii) shall promptly, on or prior to 3:00 P.M., New York time, on the date such Reimbursement Purchases would have otherwise been due, notify the Administrative Agent, the Seller and the Purchasers of such non-payment and, if necessary, that it is requesting that each Purchaser that has not (and its Related Secondary Purchaser that has not) otherwise funded a Reimbursement Purchase with respect thereto, fund a Participation Advance in an amount equal to its Pro Rata Share of such unreimbursed Reimbursement Obligation. Any such notice given by an LC Bank may be oral if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice. Each Purchaser may make a Participation Advance by making available to the applicable LC Bank by 1:00 P.M., New York time on the next succeeding Business Day, an amount in immediately available funds equal to its Pro Rata Share of such unreimbursed Reimbursement Obligation; provided, that, in no event shall any Purchaser make a Participation Advance (other than an LC Bank Funded Participation Advance) in the event that, after giving effect to the making of such Participation Advance, either (i) such Purchaser's Aggregate Exposure would exceed such Purchaser's Purchase Limit or (ii) the Seller would not be in compliance with Section 5.01(y). In the event any Purchaser has not made, and its Related Secondary Purchaser has failed to make, a Participation Advance when due hereunder, the LC Bank to which such Participation Advance was due shall promptly on the date such Participation Advance was due notify the Seller and the Administrative Agent of such failure, and the Seller may, in its discretion, use its own funds to fund the amount of such unpaid Participation Advance by paying such amount to the applicable LC Bank on or prior to the next Business Day after such Purchaser (and its Related Secondary Purchaser) has failed to make such Participation Advance and upon such LC Bank's receipt of such funds, the Seller's unreimbursed Reimbursement Obligation with respect to such amount shall be satisfied. The requirement to make Participation Advances hereunder and "Participation Advances" under the Secondary Purchase Agreement shall continue until the last to occur of any of the following events: (i) each LC Bank ceases to be obligated to issue or cause to be issued Letters of Credit hereunder; (ii) no Letter of Credit issued hereunder remains outstanding and uncanceled; and (iii) all Persons (other than Seller or any Affiliate) have been fully reimbursed for all payments made under or relating to Letters of Credit. Each Participation Advance shall not reduce the then outstanding Reimbursement Obligations nor be an independent obligation of the Seller, but shall be deemed to be a participation in (without duplication) the outstanding Reimbursement Obligations owed by the Seller to the applicable LC Bank. To the extent that (A) the Purchaser whose Related Secondary Purchaser is the LC Bank to which any Reimbursement Obligation is owed does not make its Participation Advance under this Section 2.12(d) or (B) any Purchaser (and its Related Secondary Purchaser) do not make such Participation Advance hereunder (or under Section 2.12(d) of the Secondary Purchase Agreement), the aggregate amount of such unfunded Participation Advances shall be deemed to be Participation Advances of such LC Bank, in its capacity as a Secondary Purchaser (any such Participation Advance deemed made as a result of the circumstances described in clause (B) above, an "LC Bank Funded Participation Advance"), until such time (if at all) that any such Purchaser or its Related Secondary Purchaser funds such Participation Advance to such LC Bank; provided, that, for the avoidance of doubt, the foregoing

shall not apply with respect to any Participation Advances to be made under Section 2.12(k) hereof or under Section 2.12(k) of the Secondary Purchase Agreement.

(e) Upon (and only upon) receipt by the applicable LC Bank for its account of immediately available funds from or for the account of the Seller in the payment of any Reimbursement Obligations with respect to which a Participation Advance has been made, such LC Bank will pay to each Purchaser that has made such Participation Advance such Purchaser's ratable allocation of such funds (based on the outstanding Participation Advances of such Purchaser), which shall also include all interest that has accrued with respect thereto received by such LC Bank; it being understood that such LC Bank shall retain a ratable amount of such funds that relate to the Participation Advances deemed made by such LC Bank, in its capacity as a Secondary Purchaser (if any). If an LC Bank is required at any time to return to the Seller or any other Person, or to a trustee, receiver, liquidator, custodian, or any official in any insolvency proceeding, any portion of the payments made by the Seller to such LC Bank pursuant to this Agreement in reimbursement of a payment made under any Letter of Credit or interest or fee thereon and with respect to which a portion of such payment was paid by such LC Bank to the Purchasers pursuant to this Section, each Purchaser that has received a portion of such payment shall, on demand of such LC Bank, forthwith return to such LC Bank its ratable amount (based on the amount of such payment received by such Purchaser) of any amounts so returned by such LC Bank, plus interest at the Federal Funds Effective Rate.

(f) Notwithstanding any other provision of this Agreement, prior to the date on which a drawing occurs on any Letter of Credit (each such date, a "Drawing Date"), no Yield shall accrue or be payable on the stated amount of such Letter of Credit, but fees with respect thereto shall be payable in accordance with the Fee Letter and each LC Bank Fee Letter. Following the Drawing Date of any Letter of Credit (and until payment or satisfaction in full of the Reimbursement Obligation arising as a result of a drawing under such Letter of Credit), Yield shall accrue and be payable on the outstanding unpaid amount of such Reimbursement Obligation for each day from and including the date such Reimbursement Obligation arose to but excluding the date that Seller reimburses such Reimbursement Obligation in full (or such time that Reimbursement Purchases are made to satisfy such Reimbursement Obligation in full) at the applicable Investor Rate. Interest on each Participation Advance shall accrue and be payable thereon for each day from and including the date such Participation Advance is made to but excluding the date that Seller reimburses its Reimbursement Obligation for which such Participation Advance relates in full (or such time that Reimbursement Purchases are made to satisfy such Reimbursement Obligation in full) at the same rate of interest accruing with respect to such Reimbursement Obligation. Until a Purchaser funds its Participation Advance, accrued Yield with respect to such unfunded amount shall be solely for the account of the applicable LC Bank.

(g) Notwithstanding anything to the contrary herein or in any other Sale Document, the obligations of the Seller to reimburse an LC Bank (or to reimburse any Purchaser that reimburses the LC Bank) upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following circumstances:

- (i) any lack of validity or enforceability of any Letter of Credit or any Sale Document, or any term or provision therein;
- (ii) any amendment or waiver of or any consent to departure from all or any of the provisions of any Letter of Credit or any Sale Document;
- (iii) the existence of any claim, counterclaim, set-off, defense or other right that the Seller or other Affiliate thereof or any other Person may at any time have against the beneficiary under any Letter of Credit, any LC Bank, the Administrative Agent or any Purchaser or Secondary Purchaser or any other Person, whether in connection with this Agreement, any other Sale Document or any other related or unrelated agreement or transaction;
- (iv) the lack of power or authority of any signer of, or lack of validity, sufficiency, accuracy, enforceability or genuineness of, any draft, demand, instrument, certificate or other document presented under any Letter of Credit, or any such draft, demand, instrument, certificate or other document proving to be forged, fraudulent, invalid, defective or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, even if the Administrative Agent or the applicable LC Bank has been notified thereof;
- (v) payment by an LC Bank under a Letter of Credit against presentation of a draft or other document that does not strictly comply with the terms of such Letter of Credit;
- (vi) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;
- (vii) any failure by an LC Bank to issue any Letter of Credit in the form requested by the Seller, unless such LC Bank has received written notice from the Seller of such failure within three Business Days after such LC Bank shall have furnished the Seller a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice; and
- (viii) any other act or omission to act or delay of any kind of such LC Bank, the Purchasers, the Secondary Purchasers the Administrative Agent or any other Person or any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.12, constitute a legal or equitable discharge of the Seller's obligations hereunder.

The foregoing shall not be construed to excuse any LC Bank from any claim that the Seller may have against such LC Bank pursuant to Section 2.12(j).

(h) All payments made by an LC Bank pursuant to any Letter of Credit shall be made from funds of such LC Bank, and not from the funds of any other Person.

(i) In the event that any Letter of Credit (i) expires or is surrendered without being drawn (in whole or in part), (ii) expires following a partial drawing with respect to which the applicable Reimbursement Obligation has been paid in full or (iii) is returned to the applicable LC Bank and cancelled, then, in any such event, no further Reimbursement Purchases or Participation Advances, as applicable, shall be requested with respect to such Letter of Credit and the LC Participation Amount shall automatically reduce by the stated amount of the Letter of Credit which is no longer outstanding and the applicable LC Bank shall promptly notify the Administrative Agent, the Purchasers and the Seller thereof.

(j) Neither the Administrative Agent nor any Purchaser, Secondary Purchaser, LC Bank or any of their respective officers, directors or Affiliates shall be liable or responsible for: (a) the use which may be made of any Letter of Credit or for any acts or omissions of the beneficiary thereof in connection therewith; (b) the validity, accuracy or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, inaccurate, fraudulent or forged; (c) payment by an LC Bank against presentation of documents which do not strictly comply with the terms of the relevant Letter of Credit, including failure of any documents to bear any reference or adequate reference to the relevant Letter of Credit, or (d) any other circumstances whatsoever in making or failure to make payment under any Letter of Credit, except only that the Seller shall have a claim against an LC Bank, and such LC Bank shall be liable to the Seller to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the Seller which the Seller proves were caused by (i) such LC Bank's willful misconduct or gross negligence in determining whether documents presented under a Letter of Credit complied with the terms of such Letter of Credit or (ii) such LC Bank's willful failure (or gross negligence in failing) to pay under a Letter of Credit after the presentation to it by the beneficiary thereof of documents strictly complying with the terms and conditions of such Letter of Credit. In furtherance and not in limitation of the foregoing, the relevant LC Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary. In no event shall any LC Bank be liable to the Seller for the actions of any third party, including, without limitation, correspondents of such LC Bank selected by such LC Bank with reasonable care. In furtherance and not in limitation of the foregoing, the Seller agrees that the relevant LC Bank may accept all instructions of the Seller with regard to any Letter of Credit issued by such LC Bank, including the Letter of Credit Application to issue such Letter of Credit, by telecopy and the Seller further agrees that any such instruction, including such Letter of Credit Application, received by such LC Bank by telecopy that such LC Bank reasonably believes to be genuine shall be binding upon the Seller and shall operate as an original.

(k) If any Letter of Credit remains outstanding and undrawn (either in full or in part) on the Termination Date, effective as of such date, the Seller shall have a Reimbursement Obligation with respect to all such Letters of Credit in an amount equal to the LC Participation Adjusted Amount, and the Seller agrees to satisfy such Reimbursement Obligation by depositing such amount into the LC Collateral Account. In the event the Seller fails to satisfy such Reimbursement Obligation as of such date, then each Purchaser may, in its sole discretion, make a Participation Advance with respect to such Reimbursement Obligation (the amounts of each such Participation Advance to be made being determined in accordance with Section 2.12(d)), the proceeds of which shall be deposited into the LC Collateral Account. In addition, the Seller

shall be obligated to deposit any additional amounts into the LC Collateral Account required to Cash Collateralize such outstanding Letters of Credit in full.

Certain Defined Terms. The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Addendum” means an addendum to this Agreement, in substantially the form of Exhibit F hereto, pursuant to which an Additional Purchaser becomes a party to this Agreement.

“Additional LC Bank” means each LC Bank as shall become a party to this Agreement pursuant to Section 10.03(b) hereof.

“Additional Purchaser” means each Purchaser as shall become a party to this Agreement by execution of an Addendum pursuant to Section 10.03(a) hereof.

“Adjusted LIBOR Rate” means, with respect to a Purchaser for any Fixed Period, the rate per annum obtained by dividing (a) the arithmetic average (rounded upwards, if necessary, to the nearest multiple of one-sixteenth of one percent per annum) of (i) the offered rates for deposits in United States dollars which appear on the display designated as page “LIBO” (or any successor page quoting the offered rates for United States dollars in the London interbank market) on the Reuter Monitor Money Rates Service, or (ii) if such rates are not obtainable from the Reuter Monitor Money Rates Service, the respective rates notified to the Purchaser by each of the Reference Banks as the rate at which it would offer deposits in United States dollars to prime banks in the London interbank market, in either case for a period equal to such Fixed Period as such Purchaser shall select and in an amount comparable to the aggregate amount of Capital of the Receivable Interest to be funded or maintained at or about 11:00 A.M. (London time) on the second Business Day before (and for value on) the first day of such period by (b) a percentage equal to (i) 100% minus (ii) the Eurodollar Reserve Percentage for such Fixed Period.

“Affiliate” means, as to any Person, any Subsidiary of such Person and any other Person which, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, a Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to (i) vote 10% or more of the securities or other equity interests having ordinary voting power for the election of directors (or similar governing body) of such other Person or (ii) direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

“Aggregate Capital” means, at the time of any determination thereof with respect to a Purchaser, the sum of the Capital for all Receivable Interests of such Purchaser.

“Agreement” means the Third Amended and Restated Receivables Purchase Amendment dated as of June 13, 2008 (as amended, restated, supplemented or otherwise modified from time to time).

“Business Day” means any day on which banks are not authorized or required to close in Atlanta, Georgia or New York, New York and, if the applicable Business Day relates to any computation or payment to be made with respect to the Adjusted LIBOR Rate, any day on which dealings in dollar deposits are carried on in the London interbank market.

“Capital” of any Receivable Interest owned by a Purchaser means the original amount paid by such Purchaser to the Seller for such Receivable Interest at the time of its purchase by such Purchaser pursuant to this Agreement (including any Reimbursement Purchase), or such amount divided or combined in accordance with Section 2.07, in each case reduced from time to time by Collections distributed and applied on account of such Capital pursuant to Section 2.04; provided, that if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be increased by the amount of such rescinded or returned distribution, as though it had not been made; provided, further, that such Capital shall not be reduced for the purposes of this Agreement to the extent and so long as Collections to be used to effect an Optional Reduction or to be applied as a reduction of such Capital in connection with a Mandatory Reduction are retained by the Collection Agent (if the Seller or an Affiliate thereof). For the avoidance of doubt, the LC Participation Amount and Participation Advances shall not constitute Capital.

“Cash Collateralize” means, with respect to any then-outstanding Letters of Credit, to pledge and deposit with or deliver to the Administrative Agent, for deposit into the LC Collateral Account for the benefit of the Administrative Agent (for the benefit of the LC Banks and the Purchasers and Secondary Purchasers), cash or deposit account balances up to an amount necessary to cause the amount on deposit in the LC Collateral Account to equal the LC Participation Amount, plus, after the occurrence of the Termination Date, an amount equal to 5% of the LC Participation Amount at such time.

“Collection Agent” means at any time the Person (which may include the Administrative Agent) then authorized pursuant to Article VI to service, administer and collect Pool Receivables.

“Contract” means an agreement between an Originator and an Obligor, substantially in a form permitted by the Credit and Collection Policy or an invoice, pursuant to or under which such Obligor shall be obligated to pay for merchandise, goods, insurance or services from time to time.

“Credit and Collection Policy” means those receivables credit and collection policies and practices of the Originators in effect on the date hereof and approved by the Purchasers, summarized on Schedule III hereto, as the same may be modified in strict compliance with this Agreement.

“Defaulting Purchaser” means any Purchaser that:

- (i) has not made, and its Related Secondary Purchaser has failed to make, any Purchase (including a Reimbursement Purchase), Participation Advance or payment of

any other amount due hereunder or under the Secondary Purchase Agreement, as applicable (collectively, the "Funding Obligations");

(ii) has failed, within three Business Days after request by the Seller, acting in good faith, to provide a certification in writing from an authorized officer of such Purchaser that it and/or its Related Secondary Purchaser will comply with the Funding Obligations (and is financially able to meet such obligations); provided that such Purchaser shall cease to be a Defaulting Purchaser pursuant to this clause (ii) upon the Seller's receipt of such certification in form and substance satisfactory to it, the LC Banks and the Administrative Agent; or

(iii) whose Related Secondary Purchaser or such Related Secondary Purchaser's parent has become the subject of a Bankruptcy Event.

"Designated Obligor" means, at any time, each Obligor; provided, however, that any Obligor shall, upon not less than three Business Days' Notice given to the Seller by the Administrative Agent at the instruction of the Required Purchasers, cease to be a Designated Obligor.

"Eligible Investments" means book-entry securities entered on the books of the registrar of such securities and held in the name or on behalf of the Administrative Agent, negotiable instruments or securities represented by instruments in bearer or registered form (registered in the name of the Administrative Agent or its nominee) which evidence:

(i) readily marketable direct obligations of the Government of the United States or any agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of the United States;

(ii) insured demand deposits, time deposit or certificates of deposit of any commercial bank that (a) is a member of the Federal Reserve System, (b) issues (or the parent of which issues) commercial paper rated, at the time of the investment or contractual commitment to invest therein, as described in clause (iv), (c) is organized under the laws of the United States or any state thereof, and (d) has combined capital and surplus of at least \$500,000,000;

(iii) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (i) and (ii) above entered into with any bank of the type described in clause (ii) above;

(iv) commercial paper (maturing no later than the Business Day prior to the first Settlement Date following the date of purchase) having, at the time of the investment or contractual commitment to invest therein, the highest short-term rating from each of S&P and Moody's;

(v) investments in no-load money market funds having a rating from each rating agency rating such fund in its highest investment category (including such funds for which one of the Secondary Purchasers or any of its Affiliates is the investment manager or advisor); and

(vi) any other investments agreed upon by the Seller, the Administrative Agent and the LC Banks.

“Event of Termination” means the declaration of an “Event of Termination” pursuant to Article VII or the occurrence of the Trigger Event described in Section 7.01(i).

“GP Letter of Credit Documents” means that certain Letter of Credit Application and Reimbursement Agreement, dated as of May 31, 2011, between the Seller and Georgia-Pacific, as amended, amended and restated, supplemented, extended or otherwise modified in accordance with the terms hereof and thereof, in form and substance reasonably satisfactory to the Administrative Agent, the LC Banks and the Purchasers, pursuant to which Georgia-Pacific may from time to time request from the Seller that the Seller direct the Issuance or Modification of a Letter of Credit hereunder and Georgia-Pacific will reimburse the Seller for any drawings under any such Letter of Credit.

“Issuance” means, with respect to any Letter of Credit, the initial issuance thereof as described in Section 2.11(b) and 2.11(c), together with any automatic extension in accordance with the terms of such Letter of Credit as described in Section 2.11(f).

“LC Bank” and “LC Banks” have the meaning set forth in the preamble to this Agreement.

“LC Collateral Account” means the account designated as the LC Collateral Account established and maintained at JPMorgan Chase Bank, N.A., account number 958163057, or any other commercial bank designated by the Seller and approved by the LC Banks (such approval not to be unreasonably withheld or delayed) that is an Eligible Institution, which account shall be in the name of the Seller, for the benefit of the LC Banks, the Purchasers and the Secondary Purchasers. For the avoidance of doubt, the Seller shall be entitled to deposit funds into the LC Collateral Account for the benefit of the LC Banks, the Purchasers and the Secondary Purchasers at any time out of its available funds (but not out of Collections other than pursuant to Section 2.04).

“LC Collateral Account Agreement” means an agreement in a form reasonably acceptable to the Administrative Agent and the LC Banks among the Seller, the Collection Agent, the Administrative Agent and the commercial bank at which the LC Collateral Account is maintained, perfecting the Administrative Agent’s security interest in the LC Collateral Account (for the benefit of the LC Banks, the Purchasers and the Secondary Purchasers).

“LC Collateral Amount” means the amount on deposit in the LC Collateral Account held for the benefit of the LC Banks, the Purchasers and the Secondary Purchasers, excluding any amounts deposited therein in accordance with Section 2.13 to support the obligations of any Defaulting Purchaser, except, as set forth in Section 2.13(d), to the extent such amounts are deemed to have been deposited therein under Section 2.04.

“LC Issuer Documents” means, with respect to any Letter of Credit, the Letter of Credit Request, the Letter Credit Application (if any), and any other document, agreement or instrument entered into by the applicable LC Bank and the Seller or in favor of such LC Bank and relating to any such Letter of Credit.

“LC Participation Amount” shall mean, at any time, the sum of the undrawn amounts of all outstanding Letters of Credit (which amounts shall be determined in accordance with Section 2.11(h)).

“LC Sublimit” means, with respect to BNP Paribas, \$400,000,000, and with respect to any Additional LC Bank, the sublimit set forth in the addendum entered into by such Additional LC Bank pursuant to Section 10.03(b) of this Agreement, as any such amount may be adjusted from time as agreed to in writing by the applicable LC Bank and the Seller and delivered to the Administrative Agent. For the avoidance of doubt, notwithstanding the aggregate amount of the LC Sublimits of all of the LC Banks at any time, at no time shall the LC Participation Amount plus any outstanding Reimbursement Obligations exceed \$400,000,000.

“Letter of Credit” shall mean any letter of credit issued by an LC Bank for the account of the Seller pursuant to this Agreement.

“Lock-Box Agreement” means an agreement, in substantially the form of Exhibit B (or in such other form as shall be reasonably acceptable to the Administrative Agent in its sole discretion), among an Originator, the Administrative Agent and a Lock-Box Bank or a Depository Bank.

“Lock-Box Notice” means a notice, in substantially the form required pursuant to the applicable Lock-Box Agreement, from the Seller or an Originator or the Administrative Agent to any Lock-Box Bank or any Depository Bank.

“Obligor” means a Person obligated to make payments pursuant to a Contract.

“Originator” means Georgia Pacific and any direct or indirect Subsidiary of Georgia-Pacific party to a Transfer Agreement and approved by the Purchasers (as of the date hereof being those Subsidiaries specified on Schedule IV hereof).

“Participation Advance” means a purchase by a Purchaser of a participation interest in a Letter of Credit and the related Reimbursement Obligations pursuant to Section 2.12(d) or 2.12(k), as the context requires (or solely with respect to the LC Bank in its capacity as a Secondary Purchaser, any such participations deemed to have been made pursuant to the last sentence of Section 2.12(d)).

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Pool Receivable” means a Receivable in a Receivables Pool.

“Pro Rata Share” means, for each Purchaser, the percentage set forth below opposite such Purchaser’s name, or such other percentage for such Purchaser as shall result from any reallocation in accordance with Section 2.01(d):

Starbird

21.4285714%

CRC	28.5714286%
Gotham	21.4285714%
Three Pillars	14.2857143%
Liberty	14.2857143%.

“Receivables Pool” means at any time the aggregation of each then outstanding Receivable in respect of which the Obligor is a Designated Obligor at such time or was a Designated Obligor on the date of the initial creation of an interest in such Receivable under this Agreement.

“Reimbursement Obligation” means an obligation of the Seller to (a) reimburse an LC Bank for any drawing under a Letter of Credit by the beneficiary or transferee thereof pursuant to Section 2.12(b) or (b) Cash Collateralize all outstanding Letters of Credit pursuant to the first sentence of Section 2.12(k), as the context requires. For the avoidance of doubt, the Seller’s Reimbursement Obligation may be satisfied by (i) each Purchaser (or its Related Secondary Purchaser) making Reimbursement Purchases hereunder (or “Reimbursement Purchases” under the Secondary Purchase Agreement) and remitting the proceeds thereof to the applicable LC Bank, in each case pursuant to Section 2.12(c) (or Section 2.12(c) of the Secondary Purchase Agreement), (ii) the application of funds on deposit in the LC Collateral Account to pay the applicable LC Bank pursuant to Section 2.12(b) or (iii) the Seller using its own available funds for the payment thereof pursuant to Section 2.12(b).

“Related Secondary Purchaser” means, with respect to each Purchaser set forth below, the Person set forth opposite its name, or, in the case of any Additional Purchaser hereunder, the Person specified as such Additional Purchaser’s Related Secondary Purchaser.

CRC	Citibank, N.A.
Gotham	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch
Starbird	BNP Paribas, acting through its New York Branch
Three Pillars	SunTrust Bank
Liberty	The Bank of Nova Scotia

“Sale Documents” means this Agreement, the Secondary Purchase Agreement, each Transfer Agreement, each Consent and Acknowledgment, each Lock-Box Agreement, the LC Collateral Account Agreement, the Fee Letter, each Letter of Credit Application, the GP Letter of Credit Documents and the other documents delivered in connection herewith or therewith.

“Secondary Purchasers” means collectively Citibank, N.A., The Bank of Tokyo-Mitsubishi UFJ Ltd., New York Branch, The Bank of Nova Scotia, BNP Paribas, acting through its New York Branch, SunTrust Bank, and any “Additional Secondary Purchaser” under the Secondary Purchase Agreement.

“Settlement Date” means the following:

(a) with respect to any Settlement Period in which the Investor Rate is determined in accordance with paragraphs (a)(i) or (a)(ii) of the definition “Investor Rate”, the date which is the third Business Day following the end of such Settlement Period;

(b) with respect to any Settlement Period in which the Investor Rate is determined in accordance with paragraph (a)(iii) of the definition “Investor Rate”, the last day of such Settlement Period;

(c) upon Notice to the Seller, with the consent or at the direction of the Required Purchasers, if the Required Purchasers determine, in their sole discretion, (i) that a Trigger Event or Potential Trigger Event has occurred and is continuing or (ii) that a Purchaser’s commercial paper program is being liquidated, each such day that is designated in such notice as a Settlement Date;

(d) each Business Day on which a Purchaser’s Purchase Limit or Aggregate Capital is reduced in accordance with Section 2.01(b), (c) or (d), as applicable;

(e) any date on which a reduction in the Total Aggregate Capital and/or the outstanding Participation Advances is required to prevent the sum of (i) the Total Aggregate Capital, plus (ii) the “Total Aggregate Capital” under the Secondary Purchase Agreement, plus (iii) the LC Participation Amount, plus (iv) the aggregate Reimbursement Obligations from exceeding the Purchase Limit; and

(f) any date on which a Reimbursement Obligation is outstanding.

“Settlement Period” means a period equal to one calendar month, provided, however, that the first Settlement Period shall commence on the date hereof and terminate on the last day of the calendar month in which such Settlement Period commenced.

“Subsidiary” means, with respect to any Person, any partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity of which more than 50% of the outstanding equity interests having ordinary voting power to elect a majority of the board of directors (or others performing a comparable function) of such entity is at the time directly or indirectly owned by such Person, by such Person and one or more other Subsidiaries of such Person, or by one or more other Subsidiaries of such Person.

“Termination Date” means the earlier of (i) the day on which an Event of Termination occurs and (ii) the Facility Termination Date.

“Total Aggregate Capital” means, at any time of determination, the sum of the Aggregate Capital for the Purchasers.

“Transfer Agreement” means the agreement(s), attached hereto as Exhibit C or any other agreement in substantially similar form, among the Seller, the Collection Agent and each Originator from time to time party thereto (by execution thereof or by joinder thereto), as

the same may be amended, restated or supplemented from time to time, pursuant to which the Seller will purchase the Receivables from the Originators; references herein to “a Transfer Agreement” or “any Transfer Agreement” shall mean the Transfer Agreement.

“Trigger Event” has the meaning specified in Article VII.