RR DONNELLEY

Pension Plan

RR Donnelley Pension Plan – Puerto Rico

Pension Plan
Summary Plan Description

Revised as of January 1, 2019

Este folleto contiene un resumen en inglés de sus derechos y beneficios bajo el RR Donnelley Pension Plan – Puerto Rico. Si usted tiene alguna dificultad en entender cualquier parte de este folleto, comuníquese con el Pension Service Center para cualquier pregunta que pueda tener

Contents

Introduction 1

Who Is Eligible 3
General Information 3
If You Terminate Employment or Become Ineligible 4
If You Are Rehired or Again Become Eligible 4

What "Service" Means 6
Service Hours 6
Vesting Service 6
Benefit Service 7
Retirement Eligibility 7

Your Pension Plan Benefit 8
How Your Pension Plan Benefit Is Calculated 8
Pensionable Earnings *8*

Calculating Your Pension Plan Benefit 9

When You Receive Benefits 11
How to Commence Your Benefit 11
Normal Retirement 11
Early Retirement 11
Deferred Vested Retirement 12
Late Retirement 13
If You Return to Work 13

Special Instances That May Impact Your Pension Plan Benefit 14
If You Die Before Retirement 14
Payment of Small Benefit to Spouse or Beneficiary 15
If Your Marital or Domestic Partner Status Changes 15
Marital or Domestic Partner Status 15

Forms of Payment 16
Normal Forms of Payment 16
Alternative Forms of Payment 16
Electing an Alternative Form of Payment 17
No Election 18
Revoking an Election 18
If the Plan's Funding Level Falls Below Certain Percentages 18

About Taxes 19
Puerto Rico Taxation of Plan Distributions 19
Lump Sum Distribution *19*
Annuity Payment *19*
Puerto Rico Income Tax Withholding *19*
Rollover 19
Indirect Rollover .... ***Error! Bookmark not defined.***
Getting Tax Advice 20

Applying for Benefits **20**
General Information 20

Situations Affecting Your Benefits **22**
General Information 22
Assignment of Benefits 22
If the Plan Changes or Ends 22

Actuarial Assumptions **24**

Inquiries, Claims and Appeals Procedures **25**
General Information 25
Inquiries 25
Claims and Appeals 25
Procedure for Filing a Claim *25*
Initial Claim Review *26*
Initial Benefit Determination *26*
Appeal or Review of Initial Benefit Determination *27*
Legal Action 28
Mailing or Delivery of Claim or Appeal 29

Administrative and Contact Information **30**
General Information 30
Type of Plan *30*
Plan Sponsor *30*
Employer Identification Number of Plan Sponsor *30*
Plan Name; Plan Number *30*
Plan Year End *30*
Agent for Service of Legal Process *30*
Benefits Committee and Plan Administrator *30*
Pension Service Center 31
Allocation and Delegation of Fiduciary Responsibilities by the Benefits Committee 31
Trustee 31
Source of Contributions 32
Funding Medium 32
Repayments and Offsets of Overpayments of Benefits 32

Your ERISA Rights **34**
General Information 34
Receive Information About Your Pension Plan and Benefits 34
Prudent Actions by Plan Fiduciaries 34
Enforce Your Rights 35
Assistance With Your Questions 35

Introduction

The RR Donnelley Pension Plan – Puerto Rico ("Pension Plan" or "Plan") is designed to provide a source of income when you retire. The Plan was established January 1, 1973, was last restated effective January 1, 2006, and has been amended after January 1, 2006. The Plan is non-contributory, which means you do not contribute to receive a benefit. R.R. Donnelley de Puerto Rico, Corp. (the "Company") pays the full cost. The Plan is also designed to work with your Social Security benefits, and your personal savings to help you build a solid financial base for retirement.

This Summary Plan Description (SPD) contains information about the Plan's final average pay formula in effect on December 31, 2013. The Plan was amended to cease further benefit accruals under that formula and under the Plan after that date.

This document explains how the Plan operates, when you can start receiving your benefit, and how your benefit is calculated. It includes instructions for what to do in certain instances, and details whom to contact for assistance. If you are married, please share this information with your spouse.

You accrued a benefit under this Plan prior to January 1, 2014 while you were an employee of a participating employer and a participant in this Plan. If you were an employee of an employer that did not participate in this Plan, you did not accrue a benefit described in this SPD. To find out if you are eligible for a pension benefit from this Plan, contact the RR Donnelley Pension Service Center (the "Pension Service Center"). Contact information for the Pension Service Center appears later in this SPD under the heading "Administrative and Contact Information."

It is very important that you provide the Pension Service Center with your updated address if you move. It is your responsibility to make sure that the Pension Service Center has your current address at all times. If the Pension Service Center does not have current contact information, the Plan will not be able to provide you with information about Plan changes, including any changes as to how you are to contact the Pension Service Center. If your benefit is required to commence and the Plan cannot find you, you might lose your Plan benefit.

This SPD is based on the official Plan document. It is written to be understandable and attempts to be as complete, accurate, and up-to-date a description as possible of your Plan benefit. However, it does not include every detail of the official Plan document. In the event that there is any discrepancy between this SPD versus the Plan document, the actual Plan document always governs. The Plan document has changed over the years. The Plan document in effect at the time of your termination of employment determines your benefit amount and the time and forms of payment available for your benefit. The Plan document in effect at any particular time determines the administrative procedures that apply at that time for your benefit. For example, if you terminated employment at the end of 2010, the Plan document in effect at that time determines your benefit amount and the time and forms of payment available for your benefit. However, the Plan document in effect at any later time provides the rules you must follow in order to apply at that later time for your benefit or to make at that later time an inquiry, claim or appeal regarding your benefit amount or the time or form of payment available for your benefit amount.

In addition, nothing in this SPD should be interpreted as an employment contract, nor does this SPD create an entitlement to any benefit from the Company. This summary merely describes certain pension benefits offered to eligible employees as of July 1, 2018. The Company reserves the right to change or terminate the Plan at any time.

The Company is owned by (*i.e.,* is a subsidiary of) R. R. Donnelley & Sons Company and therefore is a member of the group of companies including R. R. Donnelley & Sons Company and other companies owned by R. R Donnelley & Sons Company (the “RR Donnelley Controlled Group”).

Who Is Eligible

General Information

The Plan was amended to be closed to new participants effective December 31, 2013. Accordingly, each person who was not a participant in the Plan on December 31, 2013 is not eligible to be or become a participant in the Plan after December 31, 2013. Each person who was a participant in the Plan on December 31, 2013 and ceases to be a participant after that date is not eligible to become a participant after that date again.

Subject to other rules outlined in this section, persons who were active employees, residents in Puerto Rico, and provided their Social Security Number were eligible to become participants in the Plan prior to January 1, 2014 if they were classified by the Company as employees of the Company.

An individual must have been classified by the Company as an employee of the Company by December 31, 2013 in order to have become a participant in the Plan, regardless of whether a court, an administrative agency or some other person classifies the individual as an employee of the Company.

Participation in the Plan took effect on the first day of the month in which you completed a year of service with 1,000 or more hours of service, except if you were younger than age 21 on that day. If you were younger than age 21 on that day, your participation in the Plan began on the first day of the month in which you reached age 21. If you did not satisfy both the age and service requirements until after December 31, 2013, then you have not (and will not) become a participant in the Plan.

The initial year of service started with your date of hire. Subsequent years, if needed, started each January 1st.

You did not need to enroll to become a member of the Plan. You automatically began to participate after you satisfied the year of service and age 21 requirements, provided you did so by December 31, 2013.

You were not eligible to participate in the Plan if you were or you became:

- Covered by a collective bargaining agreement that did not provide for participation in the Plan;
- An independent contractor;
- A leased employee;
- A person whose compensation is solely insurance or retirement benefits or a retainer fee or under an agreement for consulting or other special services;
- An employee at a subsidiary or other employer that does not participate in the Plan; or
- A non-resident in Puerto Rico.

R. R. Donnelley & Sons Company and other members of the RR Donnelley Controlled Group have maintained other pension plans for certain employees of the controlled group members. Employees of the Company have generally not been eligible to participate in the Plan while participating in any of those other plans. In addition, employees of the Company whose first employment with the RR Donnelley Controlled Group occurred after 2005 have not been eligible to participate in the Plan if that first employment was not with the Company.

If you are uncertain as to whether you have been able to participate in the Plan, please submit a written inquiry to the Plan Administrator.

Subject to the rules outlined in this section, if you were not eligible for the Plan because you were in an ineligible status, you became eligible on the day you transferred to eligible status if that happened prior to January 1, 2014. If your employment terminated and you were subsequently rehired prior to January 1, 2014, you immediately resumed participation unless your prior service was disregarded because you were not vested in your benefit at the time your period of absence began and you experienced a “Break in Service” as defined in the next sentence. You experienced a “Break in Service” if you had a period of absence during which you had no hours of service and your period of absence exceeded both (i) 60 months (12 months if your period of absence began after December 31, 1975 and ended before January 1, 1984) and (ii) the number of months of service that you had at the start of your period of absence (the “Break in Service Rules”). If prior service was disregarded you were required to satisfy the participation provisions effective at the time of your rehire.

If You Terminate Employment or Become Ineligible

If at any time prior to January 1, 2014 you terminated employment or were no longer classified as an eligible employee, you stopped earning an annual pension accrual under the Plan. (All eligible employees stopped earning an annual pension accrual under the Plan as of December 31, 2013.) However, if you remained employed by any member of the RR Donnelley Controlled Group, you continue to accrue vesting service, even after December 31, 2013.

If You Are Rehired or Again Become Eligible

Generally, if you terminated employment or were no longer classified as an eligible employee with the Company and were reemployed or reclassified as an eligible employee prior to January 1, 2014, you resumed participation in the Plan unless your prior service is disregarded per the Break in Service Rules (as defined under “General Information”), in which case you had to satisfy the Plan’s participation requirements for new employees as explained in the preceding subsection “General Information”.

If prior to January 1, 2014 you were not a participant, and your employment terminated or you became classified as ineligible and you subsequently became an eligible employee but in either case your prior service was disregarded per the Break in

Service Rules, you became a member of the Plan on the first day of the month in which you satisfied the Plan’s participation requirements for new employees as explained in the preceding subsection “General Information”.

What “Service” Means

The Plan counts “service hours” to determine three types of service:

- Vesting service;
- Benefit service;
- Retirement Eligibility

Service Hours

You are credited with an hour of service for any hour that you are paid or are entitled to be paid. If you are being paid but are not working, such as when you are on vacation or sick leave, you are credited with hours of service. If you are on an unpaid approved leave, you are credited with the number of hours in your normal workday for each day that you are on the unpaid approved leave.

Vesting Service

Your years of vesting service determine whether you are vested and entitled to receive your calculated pension benefit from the Plan. Being vested means that you will receive your calculated pension benefit from the Plan, even if you stop working at the Company and the other members of the RR Donnelley Controlled Group before you reach normal retirement age – age 65. If you terminate employment before you have enough years of vesting service to be vested and do not return before you experience a Break in Service, your service will be disregarded and you will not receive a benefit from the Plan.

You earn vesting service for each calendar year and month during which you are employed by the Company or another member of the RR Donnelley Controlled Group, even years and months after December 31, 2013 and calendar months included in absences of less than twelve months, but not including

(a) each calendar month in a period of twelve or more months in which you are not an employee,

(b) each calendar month prior to an interruption in service which occurred before January 1, 1976 as provided in the plan document in effect at that time, and

(c) each calendar month prior to your most recent date of re-employment following a Break in Service if you were not vested when the period of absence started.

A period of absence does not include a period of Approved Absence of up to twelve months if you return to employment within the twelve months, or the first 12 months of a period of Maternity/Paternity absence exceeding twelve months. Special rules apply for absence due to military service.

You are vested after you complete five years of vesting service. You also are vested when you reach age 65 while employed by the Company or any other member of the RR Donnelley Controlled Group, even if you have less than five years of vesting service.

Benefit Service

Your benefit service for a calendar month determines whether you receive a pension "accrual" – that is, the pension benefit amount that you earn for the calendar month. Your benefit service consists of:

(a) For employment prior to January 1, 1976, your completed years and calendar months of employment in accordance with the plan provisions in effect on December 31, 1975,
(b) For employment on or after January 1, 1976 and before January 1, 2014, your years and months while an eligible employee for this plan (including any periods as an eligible employee before you attained age 21 and satisfied the service requirement to become a participant),

and excludes any calendar month prior to your most recent date of re-employment following a Break in Service if you were not vested when the absence started.

The Plan was amended to cease benefit accruals as of December 31, 2013 for all participants. Accordingly, all periods of employment (and leaves of absence and other periods of absence from employment) after December 31, 2013 are not considered when calculating benefit amounts under the Plan. Each participant's accrued benefit as of December 31, 2013 under the Plan is not increased for periods of employment or otherwise after December 31, 2013. As a result, you do not receive any benefit service for calendar years after 2013 when calculating your benefit amount under the Plan.

Retirement Eligibility

Your service is used to determine a "Pension Service Date" which is then used to determine your eligibility for various forms of retirement. Your Pension Service Date is the earliest date included in the determination of your vesting service adjusted forward for any periods of service that are excluded as explained in the prior subsection titled "Vesting Service".

Your Pension Plan Benefit

How Your Pension Plan Benefit Is Calculated

The Plan uses a final average pay formula to calculate the annual pension benefit payable at the first day of the first month after your normal retirement age, which is age 65, or payable when you retire at any later age. The formula takes into account your years and months of benefit service and your pensionable earnings for those years through December 31, 2013 but not after that date.

Effective January 1, 2012, your annual pension benefits under the Plan when expressed as a straight life annuity with no ancillary benefits cannot exceed the lesser of 200,000 (adjusted for inflation after 2012) or 100 percent of your average earnings for your highest three years.

Pensionable Earnings

Pensionable earnings (your “pay”) are used to calculate your pension benefit. Your pensionable earnings for a year are all amounts that constitute “wages” with respect to which income tax withholding is required under the Puerto Rico Code, other than any amounts paid for reimbursement of moving expenses, including:

- Base pay;
- Overtime;
- Commissions;
- Shift differential;
- WinShare;
- Most cash bonuses (including Gainsharing and Management Incentive Compensation);
- Vacation pay; and
- Holiday pay.

Effective January 1, 2012 your pensionable earnings for a year taken into account in determining your benefit cannot exceed $250,000 (adjusted for inflation after 2012).

Your pensionable earnings generally do not include amounts reported on your W-2 that are:

- used to calculate a benefit under any other defined benefit pension program in which any member of the RR Donnelley Controlled Group participates.
- after December 31 of the year in which your employment terminates.

Your pensionable earnings also do not include amounts for years after December 31, 2013.

If you would like more detail regarding the types of pay that are included or excluded when determining your pensionable earnings, contact the Pension Service Center.

Calculating Your Pension Plan Benefit

In summary, the formula is

Annual benefit payable as a single life annuity (with a minimum of 60 monthly payments) at age 65 (or at any later age at which you retire) equal to

(a) (1) 0.667% of your final average compensation up to your Average Social Security Wage Base, plus

(2) 1.333% of your final average compensation above your Average Social Security Wage Base.

but not less than

$48

TIMES

(b) your years of benefit service (through December 31, 2013 but not after that date) (maximum 35 years)

Your final average compensation is the average of the highest five consecutive calendar years of pensionable earnings in the final ten years ending December 31, 2013 or, if earlier, ending with your year of termination of employment.

Your Average Social Security Wage Base is, as of any year, the average of the Social Security Wage Bases starting the year you are age 30 and ending the year you are age 64, except that if your employment terminates before age 64, the amount for the year you terminate is used for the following years. If you did not attain age 64 before January 1, 2014 and you did not terminate employment before that date, then the amount for 2013 is used for the following years.

Your years of benefit service (maximum 35 years) are reduced by the number of any years that you were eligible to contribute under the Employee Retirement Plan of Moore Business Forms, Inc. prior to December 31, 1985 but failed to do so.

AN EXAMPLE:

Mary has the following pensionable earnings for her last 10 years of employment, which ended in 2008:

1999	$34,000
2000	$35,000
2001	$36,000
2002	$37,000
2003	$38,000
2004	$39,000
2005	$40,000

2006	$41,000
2007	$42,000
2008	$35,000

Her highest five consecutive years are 2003 through 2007 and provide a final average compensation of $40,000.

For ease of illustration, assume that her Average Social Security Wage Base is $65,000. Also assume that she has 20 years and no months of completed benefit service.

HER CALCULATION:

Step 1. 0.667% times $40,000 equals $266.80
Step 2. 1.333% times $0 ($40,000 less $65,000, but not less than $0) equals $0.00
Step 3. $266.80 plus $0.00 equals $266.80
Step 4. Minimum Test: $266.80 is greater than $48.00
Step 5. $266.80 times 20 (years of benefit service) equals $5,336.00

Mary’s annual pension benefit at age 65 is $5,336.00.

Assume that her final average compensation is $80,000 (over her Average Social Security Wage Base) instead of $40,000.

HER CALCULATION:

Step 1. 0.667% times $65,000 equals $433.55
Step 2. 1.333% times $15,000 ($80,000 less $65,000, but not less than $0) equals $199.95
Step 3. $433.55 plus $199.95 equals $633.50
Step 4. Minimum Test: $633.50 is greater than $48.00
Step 5. $633.50 times 20 (years of benefit service) equals $12,670.00

Mary’s annual pension benefit at age 65 is $12,670.00.

When You Receive Benefits

If you remain employed until you attain age 65 (normal retirement age), you are entitled to a Normal Retirement Benefit after you terminate employment, as described below. If you remain employed until you attain age 55 and have attained the 10th anniversary of your Pension Service Date, you are entitled to an Early Retirement Benefit after you terminate employment, as described below. If you terminate employment after you have at least five years of vesting service but before you are entitled to a Normal or Early Retirement Benefit, you are entitled to a Deferred Vested Retirement Benefit, as described below. In any other case, you are not entitled to a benefit from the Plan.

How to Commence Your Benefit

To commence your benefit, contact the Pension Service Center between 45 and 90 days before you want your pension benefit to begin. Benefits may only commence on the first day of a month. Contact information for the Pension Service Center appears later in this SPD under the heading "Administrative and Contact Information."

Normal Retirement

You are eligible to retire with a pension benefit if you terminate employment at age 65 or later from the Company and all other members of the RR Donnelley Controlled Group. Your normal retirement date is the first day of the first month after you reach age 65. When you terminate employment on or after this date, your total annual pension benefit amount (determined under the benefit formula described under the "Calculating Your Pension Plan Benefit" section of this SPD) is expressed as a single life annuity with 60 months payment minimum. The amount you actually receive may be lower if you choose a payment option that pays benefits to your spouse or a beneficiary after you die.

Early Retirement

Even though the normal retirement age is 65, if you terminate employment after you have attained age 55 and attained the 10th anniversary of your Pension Service Date (this is referred to as "early retirement"), you are entitled to an Early Retirement Benefit. You may choose to commence payments as of the first day of any month following your early retirement and prior to your normal retirement date.

If you take early retirement and defer commencing your pension benefit until you reach your normal retirement date (or, if earlier, the date you have attained age 62 and have attained the 30th anniversary of your Pension Service Date), you are entitled to the pension benefit amount earned as of your separation date, unreduced for early commencement. Or, you can have your pension benefit commence early on a reduced basis as explained below, as of the first day of any month after your early retirement.

If you take early retirement and want your pension benefit to commence early, your monthly pension benefit amount will be less than what you would receive commencing at your normal retirement date (the first of the month after you reach age 65). This early retirement reduction is applied because it is expected that you will receive payments earlier and over a longer period of time than if you commence receiving them at age 65. The early retirement reduction is 0.333% per month for each month (4.0% per year for each year) that you commence your benefit prior to your normal retirement date (or, if earlier, the date you would have attained age 62 and the 30th anniversary of your Pension Service Date).

Years Paid Early	Total Reduction Factor
0	0%
1	4%
2	8%
3	12%
4	16%
5	20%
6	24%
7	28%
8	32%
9	36%
10	40%

For example, assume you take early retirement by terminating employment at age 55 after having reached the 10th anniversary of your Pension Service Date. Assume you elect to commence receiving payments at age 55, and you have a $1,000 monthly normal retirement benefit. Assume you will attain age 65 before the 30th anniversary of your Pension Service Date. Your benefit commencing at age 55 will be reduced to $600 per month (namely, 40.0% x $1,000 = $400, and $1,000 – $400 = $600 per month).

If you take early retirement but decide to defer commencing your pension benefit until after you reach age 65, you will receive the full pension benefit amount of $1,000. No reduction will be applied for early commencement.

Deferred Vested Retirement

If you terminate employment with the Company and the other members of the RR Donnelley Controlled Group prior to age 65 and have completed five years of vesting service – but do not qualify for early retirement (as explained in the preceding section), you will be entitled to a pension benefit commencing at your normal retirement date (the first of the month after you reach age 65). You may elect to have this benefit commence early on a discounted basis as of the first of any month after you attain age 55. The benefit will be reduced to the actuarial equivalent of the benefit payable at your normal retirement date. The early commencement reduction is 0.50% per month for each month (6.0% per year for each year) that you commence benefits prior to age 65.

Late Retirement

If you continue to work for the Company or any other member of the RR Donnelley Controlled Group after your normal retirement date your monthly pension benefit will be suspended for any months in which you work eight or more days or separate work shifts. You continue to earn additional years of benefit service (maximum 35 years) and years of pensionable earnings for your period of service with the Company after age 65, but not for periods of employment after December 31, 2013.

If You Return to Work

If you separate from the Company and begin receiving a monthly pension benefit from the Plan, then return to work for the Company or any other member of the RR Donnelley Controlled Group before your normal retirement date, your monthly pension benefit will be suspended for the period of your reemployment until your normal retirement date. Beginning on your normal retirement date, your monthly pension benefit will be suspended for any months in which you work eight or more days or separate work shifts.

If you separate from service and begin receiving a monthly pension benefit, then return to work and your monthly pension benefit is not suspended even though you are working eight or more days or separate work shifts, then those benefit payments that should have been suspended will be recovered by the Plan by withholding amounts from your monthly pension benefit when payments resume.

You continue to earn additional years of benefit service (maximum 35 years) and years of pensionable earnings after returning to work, but not for periods of employment after December 31, 2013.

Special Instances That May Impact Your Pension Plan Benefit

If You Die Before Retirement

If you die, what happens to your benefit depends on whether you have a vested benefit and your marital or domestic partner status at the time of your death, as well as whether you die before or after the Plan starts to pay benefits.

- **If you have been married** for at least the one-year period ending on the date of your death and have a vested benefit, and you die before payments from the Plan begin, your surviving spouse is entitled to a benefit. The benefit is based on the benefit you accrued as of your date of death or termination of employment (if earlier). Payments can begin on the first day of the month after your death, or the first day of the month after your 55th birthday (whichever is later). If you die before age 65, your surviving spouse also can defer payments until any time up to the first of the month following your 65th birthday. If your surviving spouse begins to receive payments before the month after your 65th birthday, the benefit amount is reduced for early distribution. The amount of the benefit is equal to the 2/3's survivor's portion of a 2/3's qualified joint and survivor annuity that could have begun (if you had not died) to you immediately before the day your spouse's benefit is to begin. See the "Normal Forms of Payment" subsection under the "Forms of Payment" section for a description of the 2/3's qualified joint and survivor annuity.

  If before you die you elect to start to receive your payments in the form of a 75% joint and survivor annuity with your spouse as the joint annuitant and you die before your payments begin, your spouse's benefit will be the 75% survivor's portion rather than the 2/3's survivor's portion of the 2/3's qualified joint and survivor annuity described above. See the "Alternative Forms of Payment" subsection under the "Forms of Payment" section for a description of your ability to elect a 75% joint and survivor annuity.

- **If you have a domestic partner** for at least the one-year period ending on the date of your death and have a vested benefit, and die before payments from the Plan begin, your domestic partner is entitled to a pre-retirement death benefit similar to the benefit paid to a surviving spouse as described above. The form of payment for such benefit, the starting date for such benefit and all other terms and conditions for such benefit are the same as those for a spouse, except that the payment of such death benefits must start within 12 months of your death, even if, at the end of the 12-month period, you would not have reached age 55 if you were alive.

- **If you are not married and you do not have a domestic partner** for at least one year ending on the date of your death and you die before payments from the Plan begin, there is no survivor benefit.

- **If you die after payments from the Plan begin** and you selected a payment form that provides for a survivor benefit, the Plan pays such benefit to your beneficiary.

Payment of Small Benefit to Spouse or Beneficiary

If your spouse or beneficiary has a survivor annuity benefit and the present value of that benefit is less than $1,000, the Plan distributes that benefit in the form of a lump sum payment in lieu of an annuity.

If Your Marital or Domestic Partner Status Changes

You must report any change in your marital or domestic partner status to the Pension Service Center. Contact information for the Pension Service Center appears later in this SPD under the heading "Administrative and Contact Information." The individual who is your spouse or domestic partner on the date of your death is the individual who is eligible for the pre-retirement death benefit.

Once you begin to receive a monthly pension benefit that provides a payment to a survivor upon your death, the beneficiary you elected to receive the survivor benefit cannot be changed. Therefore, your spouse on the date payments begin is your beneficiary even if you subsequently divorce (unless your spouse gave written, notarized consent on the pension election form to a different beneficiary).

Marital or Domestic Partner Status

For all purposes of the Plan, "married" or "marriage" means the legal union between a participant and a person who thereby became the spouse of the participant. With respect to a participant, "spouse" means only a person who becomes legally married to the participant under the laws of any domestic or foreign jurisdiction that has the legal authority to sanction marriages. A former spouse is treated as a spouse to the extent provided under a qualified domestic relations order. "Domestic partner" means only a person with whom you have a domestic partnership that is currently registered with a governmental body pursuant to state or local law authorizing such registration.

Forms of Payment

When you are ready to commence your pension benefit, you choose how you want to receive it. Almost all of the forms of payment available to you are different versions of “annuities.” Annuities are monthly payments that begin on your benefit start date and continue until you die or, under some payment forms you may choose, until you and your spouse or other beneficiary dies or for a minimum number of years. Depending on which form of payment you choose, your monthly benefit amount will vary.

To commence your benefit, contact the Pension Service Center between 45 and 90 days before you want your pension benefit to begin. Benefits may only commence on the first day of a month. Contact information for the Pension Service Center appears later in this SPD under the heading “Administrative and Contact Information.”

All forms of annuity payments are determined based on applying factors to the amount payable as a single life annuity with a minimum of 60 monthly payments, which as described below is the normal form of payment for a participant who is not married. For more information, see the section titled “Actuarial Assumptions” appearing later in this SPD. Soon after you contact the Pension Service Center, you will receive written information about all of the forms of payment available to you.

Normal Forms of Payment

There are two normal forms of payment, depending on your marital status when you begin receiving your pension benefit:

If you are not married. If you are not married, the normal form of payment is the single life annuity with a minimum of 60 monthly payments. Under this form, you receive monthly payments until you die. If less than 60 payments have been made to you at the time of your death, payments will continue to your beneficiary until a total of 60 monthly payments have been made.

If you are married. If you are married, the normal form of payment is the 2/3’s qualified joint and survivor annuity. Under this form, the benefit payment to the survivor reduces to 2/3’s of the joint amount after either you or your spouse dies. This is the same form as the 2/3’s Joint and Survivor Annuity described below, however, your spouse is required to be the beneficiary.

Alternative Forms of Payment

If you do not want to receive your pension benefit in the normal form of payment, you may choose an alternative form of payment. The alternative forms of payment are described below. Note, if you are married and want to elect a form that provides less than the 2/3’s Joint and Survivor benefit for your spouse, you can only do so with your spouse’s signed consent, witnessed by a notary republic, on the form provided by the plan.

2/3's Joint and Survivor Annuity. Under this form benefit payments continue on a reduced basis after either you or your designated beneficiary die. The reduced amount is 2/3's of the amount payable while you are both alive, and the benefit continues on a reduced basis for the lifetime of you or your beneficiary. If you choose this form and you or the beneficiary dies, the survivor must notify the Pension Service Center so that the benefit can be adjusted.

75% Joint and Survivor Annuity. Under this form your monthly payments are reduced so that payments can continue to your designated beneficiary when you die. You receive monthly payments for as long as you live and, if your beneficiary survives you, the benefit continues on a reduced basis for the lifetime of your beneficiary. The reduced amount is 75% of the amount payable during your life. Note that, unlike the 2/3's Joint and Survivor Annuity described above, your monthly payments are not reduced if your beneficiary dies before you.

Single Life Annuity With Ten or Fifteen Years Minimum Payment. Under this form payments continue for your lifetime. If at the time of your death, less than 10 or 15 years (whichever you elected) benefit payments have been made, the remainder will be paid to your designated beneficiary or beneficiaries for the remainder of the 10 or 15 year period. If your designated beneficiary dies before the end of the 10 or 15 year period, the actuarial equivalent of the remaining payments will be paid in a lump sum to your beneficiary's legal representative (or your legal representative in the event you outlive your beneficiary). You elect either 10 or 15 years minimum at the time benefit payments commence.

Single Life Annity With Full Value Refund. Under this form payment continues for your lifetime. If you die before the sum of the monthly payments equals the Actuarial Value of your retirement income as of the annuity starting date, the difference is paid to your beneficiary or beneficiaries.

Life Only Annuity. Under this form benefits are paid for your lifetime only and there are no survivor or remainder benefits after your death. This form provides the highest monthly benefit during your lifetime because nothing is provided after your death.

Automatic single-sum payment. When you separate from the Company and the other members of the RR Donnelley Controlled Group, your pension benefit will be calculated after your final pay is received. If the present value of your total pension benefit amount is $1,000 or less, you will receive a single-sum distribution from the Plan for the entire present value of your pension benefit. You will receive this payment approximately six months after your separation.

Electing an Alternative Form of Payment

If you wish to elect an alternative form of payment, you must complete an appropriate form electing the alternative form. And, if you are married on the date your pension benefit begins and you elect a form that pays less than 2/3's of your pension benefit to your surviving spouse or designates a person other than your spouse, you must have his or her written approval on a form provided by the Plan. The approval must be witnessed by a notary public.

No Election

The earliest age at which you can commence receiving a benefit is age 55. Even if you have already reached age 55 when you separate, you do not have to start receiving your pension benefit when you separate if you are younger than age 65, provided the present value of your total pension benefit amount is greater than $1,000. You can elect to defer the payment of your pension benefit until as late as age 65. If you do not elect a distribution, you will receive a letter about your pension benefit within five to six months after you separate from the Company and the other members of the RR Donnelley Controlled Group. When you decide you want to begin receiving your pension benefit, it is your responsibility to contact the Pension Service Center. Be sure to call 45 to 90 days before you want your pension benefit to begin. You will not begin receiving your pension benefit until you initiate contact, unless you are age 65. Please see the paragraph under the heading "Introduction" of this SPD titled explaining the importance of you keeping the Pension Service Center up to date with your address.

Revoking an Election

Generally, you can revoke your distribution election and make a new election at any time prior to the date your first pension benefit payment is payable. If you are married and you make a new election, the spousal consent rules described above apply to your new election.

If the Plan's Funding Level Falls Below Certain Percentages

Federal law limits the ability of the Plan to pay certain forms of benefits when the Plan's target funding levels fall below specified percentages. These restrictions affect the form of benefits payable under the Plan and do not affect the value of your already accrued pension benefit. If these restrictions become effective, the Plan will continue to automatically make lump sum distributions to any participant whose vested benefit has a lump sum value of $1,000 or less. You will be notified if and when these restrictions apply to the Plan. For each plan year, participants, beneficiaries, and alternate payees under qualified domestic relations orders receive, after the end of that year, a notice detailing the funded status of the Plan.

About Taxes

Puerto Rico Taxation of Plan Distributions

When you receive a payment or distribution from the plan, the total distribution will be taxable for Puerto Rico income tax purposes. If you are also required to pay U.S. income tax on Plan distributions, you should consult with your tax advisor regarding coordination of taxes in the two jurisdictions.

- ***Lump Sum Distribution***

  If you receive a lump sum distribution of your total Plan benefit that qualifies under the PR Code and its regulations, the taxable portion of the distribution will be subject to taxation at a maximum rate of 20%[1], which may be lower than the tax rate applicable to your ordinary income.

- ***Annuity Payment***

  When you receive a Plan distribution in the form of an annuity, the taxable amount distributed will be taxable as ordinary income in the year received, except that amounts distributed in the form of an annuity will be excluded from your gross income up to a maximum of $11,000 per year if you are under 60 years of age, and $15,000 per year if you are 60 years of age or older at the end of the tax year when you receive the distribution.

Puerto Rico Income Tax Withholding

Lump sum distributions are subject to a Puerto Rico income tax withholding of 20%. Annuity distributions may be subject to Puerto Rico income tax withholding depending on various factors including, your age and the amount of your annuity distributions during the tax year.

You will receive a PR Treasury Form 480.7C at the end of the year reflecting the taxable amount of the distribution and the applicable withholding made thereon.

Rollover

You can rollover all or a portion of your lump sum distribution from the Plan to another Puerto Rico qualified pension plan, an individual retirement annuity described in

[1] This favorable tax rate will only apply if the Plan withholds 20% at the time of the distribution as required by the PR Code. You can elect the application of a lower tax rate if treating the distribution as ordinary income is more beneficial to you.

Section 1081.02(b) of the PR Code, or to a Puerto Rico individual retirement account described in Section 1081.01(a) of the PR Code ("PR-IRA"). If you make a rollover, Puerto Rico income taxes will be deferred with respect to the rollover amount.

To make a rollover, once you receive the lump sum distribution that is subject to Puerto Rico income tax at the time of the distribution and within 60 days of the date of the distribution, you deposit all or part of the amount in the Puerto Rico qualified pension plan of another employer, a Puerto Rico individual retirement annuity described in Section 1081.02(b) of the PR Code, or in a PR-IRA ("Indirect Rollover"). If you want to postpone the taxes on an Indirect Rollover of the entire amount, instead of only part, of the distribution received, you will have to replace from your own funds or from other sources the amounts withheld at the time of the distribution. Amounts transferred in an Indirect Rollover are subject to Puerto Rico income tax withholding at the time of the distribution.

Getting Tax Advice

The foregoing is intended only as a general summary of the Puerto Rico income tax consequences of participating in, and receiving distributions from, the Plan. It is not intended to be a complete statement of such consequences and it is not intended as, and does not constitute, tax advice. Tax laws affect different people in different ways. Tax laws also change from time to time. Please consult with a tax advisor before you make any final decisions concerning the timing and form of payment that you select for your pension benefit. Both the timing and the form of payment can impact taxes.

Applying for Benefits

General Information

Contact the Pension Service Center within 45 to 90 days before you want to start receiving your pension benefit. After you contact them, you will receive a letter and all the necessary information and forms that need to be completed to apply for your pension benefit. Be sure to return your completed forms within the time frame stated in the letter. As indicated on the forms, you will need to obtain notarization of certain signatures.

If you terminate employment and you do not contact the Pension Service Center, you will receive a letter within five to six months after your termination date. The letter will indicate the amount of your pension benefit and when you can start to receive it.

When you receive your pension benefit depends on:

- The form of payment that you elect (a lump sum, if available, or monthly payments);
- How quickly you return your properly completed paperwork; and
- How much time has elapsed since you separated from the Company.

If you elect monthly payments, the Pension Service Center must receive your properly completed paperwork by the 10th of the month prior to the month in which you want to receive your first monthly payment. If your paperwork is received after the 10th your initial payment may be delayed.

If the Plan cannot honor your request for benefit payment or if you disagree with the Plan's determination of your benefit amounts or options, you may request an administrative review or make a formal claim as explained in the "Inquiries, Claims, and Appeals Procedures" section.

Situations Affecting Your Benefits

General Information

The Plan is meant to provide you with a source of income during retirement. Note that some situations may affect if and when your benefits are paid. Some of these situations include:

- Leaving employment before you are vested. In this case, you are not entitled to any benefits from the Plan.
- Failing to contact the Pension Service Center within the proper time frame prior to the date you wish to receive benefits. If you do not contact the Pension Service Center within 45 to 90 days before the day you want to start receiving benefits, your initial payment may be delayed.
- Not keeping your current address on file. If you cannot be located, benefit payments may be delayed or a check may be mailed to an incorrect address on file.
- Choosing to receive pension payments early (between ages 55 and 65). In this case, your benefit amount is reduced.

Assignment of Benefits

Your pension benefits belong to you and may not be sold, assigned, transferred, pledged, or garnished under most circumstances.

If you become divorced or required to provide child support, a court order could require that part of your benefit be paid to your spouse, to your children, or to a legal guardian. This is known as a “Qualified Domestic Relations Order (QDRO).” QDROs affecting the Plan are administered pursuant to written QDRO procedures. To obtain a copy of these procedures, please send a written request to the Pension Service Center using the address provided in the “Administrative and Contact Information” section of this SPD.

If the Plan Changes or Ends

The Pension Benefit Guaranty Corporation (PBGC), is a wholly owned government corporation that insures the payment of certain benefits under defined benefit pension plans like the Plan. The PBGC is determining on a case by case basis if pension plans that are qualified only under the PR Code, like the Plan, are eligible for insurance coverage by the PBGC. The Company is currently seeking from the PBGC an affirmative determination of the Plan status for PBGC insurance coverage purposes. After receipt of the determination from the PBGC, including any determination as to a change of the PBGC insurance coverage of the Plan, a notice will be sent to Plan participants. The following portions of this Section are subject to the explanation contained above in this paragraph.

Your pension benefits under the Plan are insured by the PBGC. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC generally covers:

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

The PBGC generally does not cover:

- Benefits greater than the maximum guaranteed amount set by federal law for the year in which the Plan terminates;
- Some or all benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for the Company;
- Benefits for which you have not met all the requirements at the time the Plan terminates;
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if some of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to (202) 326-4000.

The Plan may be amended or terminated at any time by action of the Company's board of directors, or by the Benefits Committee.

Actuarial Assumptions

The Plan applies factors and/or actuarial assumptions regarding interest earnings and mortality to determine a benefit in one payment form and time of payment equivalent to that same benefit with a different start date and/or payment form.

Actuarial assumptions consist of:

- Mortality tables; and
- Interest rates.

For some benefit determinations, the interest rate is a fixed amount. For others, the interest rate is a variable rate from a fixed index. When applicable, the variable rate has an effect on determining the amount of an equivalent lump-sum payment as follows:

- If interest rates go up, the present value of an actuarial equivalent lump-sum amount goes down to reflect greater expected future investment earnings.
- If interest rates go down, the present value of an actuarial equivalent lump-sum amount goes up to reflect the lesser expected future investment earning.

For information regarding specific factors and/or actuarial assumptions, please contact the Pension Service Center.

Inquiries, Claims and Appeals Procedures

General Information

You can file a formal written claim at any time, subject to the limitations described below. However, most routine benefit problems such as eligibility are more easily and quickly handled by contacting the Pension Service Center by phone or by mail as provided in the "Administrative and Contact Information" section of this SPD. In fact, you may contact the Pension Service Center with any questions regarding your benefits or the Plan. However, if you call the Pension Service Center and ask for information other than general information, they will ask you a few questions to confirm your identity and, if you visit www.MillimanBenefits.com, you will need your Login ID to get specific benefit information or to initiate actions. If you do not have your Login ID or password, you must allow additional time for these to be reestablished in accordance with our security procedures. If you disagree with an answer provided by the Pension Service Center, if the Pension Service Center provides an answer that is not satisfactory to you or if you want to skip the inquiry process described in the next paragraph, you can file a formal written claim as explained under the heading "Claims and Appeals" below.

Inquiries

The Pension Service Center can provide you with an inquiry form and information on how to submit it. The Benefit Inquiry Team will review your inquiry as well as the Plan terms and all other relevant information from your file. This review normally takes less than 30 days. However, if the Benefit Inquiry Team needs to contact you to request more information, it may take up to 45 days, not counting any time while the Benefit Inquiry Team waits for your response. The Benefit Inquiry Team will contact you in writing and either (i) explain that it agrees with you and describe the action the Administrative Fiduciary will take to address your situation, or (ii) explain the reason it disagrees with you.

Claims and Appeals

The following claim review and claim appeal procedures apply to all formal claims of any nature related to the Plan

Procedure for Filing a Claim

A communication from you ("claimant") constitutes a valid claim if it is in writing on the appropriate Claim Initiation Form and is mailed or delivered to the Benefits Committee as provided later in this section within the applicable period. Any claim must be delivered to the Benefits Committee no later than the earlier of (i) twelve months after your benefit starting date or initial payment date (as applicable); and (ii) twenty-four months after your termination of employment or, in the case of a death benefit provided to your spouse, twenty-four months after the earliest date on which such benefit could commence payment under the terms of the Plan. You must deliver the claim form using one of the methods described below along with any supporting comments, documents, records and other supporting information. Your filing must state that it is a formal claim under these claims and appeals procedures for a benefit or for a determination with respect to the Plan, including with respect to a matter that is or may be relevant to the amount of, or entitlement to, a benefit (at that time or in the future). Otherwise, your filing may not be treated by the Benefits Committee as a valid claim under these procedures.

If a claimant fails to properly file a claim under the Plan for a benefit or for a determination for a matter with respect to the Plan, he or she will be considered not to have exhausted all administrative remedies under the Plan, and this will result in his or her inability to bring a legal action for that benefit or with respect to that matter. Claims and appeals of denied claims may be pursued by a claimant, or, if approved by the Benefits Committee, his or her authorized representative.

Initial Claim Review

The Benefits Committee will conduct the initial claim review and consider the applicable terms, provisions, amendments, information, evidence presented, and any other information it deems relevant. In reviewing the claim, the Benefits Committee will also consider and be consistent with prior determinations of similar claims from other claimants which have been processed through the Plan’s claims and appeals procedures within the past 24 months.

Initial Benefit Determination

- **Timing of Notification on Initial Claim:** The Benefits Committee will notify the claimant within a reasonable period of time, but in any event within 90 days after the Benefits Committee receives the claim, unless the Benefits Committee determines that special circumstances require an extension of time for processing.

  If the Benefits Committee determines that an extension is required, written notice will be furnished to the claimant prior to the end of the initial 90-day period indicating the special circumstances requiring an extension of time and the date by which the Benefits Committee expects to render the determination, which in any event will be within 90 days from the end of the initial 90-day period.

- **Manner and Content of Notification of Denied Claim:** The Benefits Committee will provide the claimant with written notice of any denial, in accordance with applicable U.S. Department of Labor regulations. The notification of a denial will include:
  - The specific reason or reasons for the denial;
  - Reference to the specific plan provision(s) on which the determination is based;
  - A description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and

- A description of the Plan’s review procedures and the time limits applicable to such procedures.

Appeal or Review of Initial Benefit Determination

- **Procedure for Filing an Appeal of a Denial:** A claimant must bring any appeal of a denial to the Benefits Committee within 60 days after he or she receives notice of the denial. If the claimant fails to appeal within the 60-day period, he or she will not be permitted to seek an appeal with the Benefits Committee and he or she will have failed to have exhausted all administrative remedies under the Plan. This failure will result in the claimant’s inability to bring a legal action to recover a benefit under the Plan or with respect to another matter with respect to the Plan.

  The claimant’s request for an appeal must be in writing mailed or delivered to the Benefits Committee as provided later in this section. The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim. The claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim.

- **Review Procedures for Denials:** The Benefits Committee will provide a review that takes into account all comments, documents, records, and other information the claimant submits without regard to whether such information was submitted or considered in the initial benefit determination. The Benefits Committee will also consider and be consistent with prior determinations of similar claims from other claimants which have been processed through the Plan’s claims and appeals procedures within the past 24 months.

- **Timing of Notification of Benefit Determination on Review:** The Benefits Committee will notify the claimant of the Benefits Committee’s decision within a reasonable period of time, but in any event within 60 days after the Benefits Committee receives the claimant’s request for review (unless the Benefits Committee determines that special circumstances require an extension of time for processing the review of the adverse benefit determination).

- If the Benefits Committee determines that an extension is required, written notice will be furnished to the claimant prior to the end of the initial 60-day period indicating the special circumstances requiring an extension of time and the date by which the Benefits Committee expects to render the determination on review, which in any event will be within 60 days from the end of the initial 60-day period.
  If such an extension is necessary due to the claimant’s failure to submit the information necessary to decide the claim, the period in which the Benefits Committee is required to make a decision will be tolled from the date on which the notification is sent to the claimant until the claimant responds to the request for additional information. If the claimant fails to provide the necessary information in a

reasonable period of time, the Benefits Committee may, in its discretion, make a benefit determination on the claim.

- **Manner and Content of Notification of Benefit Determination on Review:** The Benefits Committee will provide a written notice of the Benefits Committee's benefit determination on review, in accordance with applicable U.S. Department of Labor regulations. If the claimant's appeal is denied, the notification will set forth:
  - The specific reason or reasons for the denial;
  - Reference to the specific plan provision(s) on which the determination is based; 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 claim, including a statement that the claimant has the right to bring a civil action under Section 502(a) of ERISA with respect to the claimant's claim.

Legal Action

You cannot bring legal action to recover any benefit under the Plan or with respect to another matter with respect to the Plan if you do not file a valid claim and seek timely review of a denial of that claim and otherwise exhaust all administrative remedies under the Plan. In addition, no legal action may be brought more than two years after the later of:

- The day the Benefits Committee first received the initial claim; or
- If the claimant received a denial of an appeal of such a claim, the day of such receipt.

Any legal action involving or related to the Plan, including but not limited to any legal action to recover any benefit under the Plan or with respect to another matter with respect to the Plan, must be brought in the Commonwealth of Puerto Rico Courts in the Commonwealth of Puerto Rico, and no other federal or state court.

Mailing or Delivery of Claim or Appeal

Any notice or other communication that you send as an initial claim or as an appeal of a denied claim, or any other communication with regard to a claim or appeal, must follow the rules explained in this SPD as to how you must deliver the communication.

The communication must be in writing. It can only be sent via messenger service, delivery service, or United States mail with first-class postage prepaid. In any of these cases, the communication must be delivered or sent to the Benefits Committee at the address specified below:

Benefits Committee
c/o Vice President, Benefits
R. R. Donnelley & Sons Company
Corporate Benefits, 5th Floor
4101 Winfield Road
Warrenville, IL 60555
(312) 326-8000

Any communication will not be considered given unless you have written confirmation by the messenger or delivery service of delivery to the correct address, or return receipt, or other written confirmation of delivery to the correct address from the United States Postal Service in the case of mail. Any communication given as described above will not be considered given until the time evidenced by the receipt or confirmation.

Administrative and Contact Information

General Information

This section provides you with information about how the Plan is administered.

Type of Plan
RR Donnelley Pension Plan - Puerto Rico is a defined benefit retirement plan.

Plan Sponsor
R.R. Donnelley de Puerto Rico, Corp.
500 Road 869, Ste 703
Catano, PR 00962-2007

Employer Identification Number of Plan Sponsor
66-0228464

Plan Name; Plan Number
RR Donnelley Pension Plan – Puerto Rico; 001

Plan Year End
December 31

Agent for Service of Legal Process
Corporate Secretary
R. R. Donnelley & Sons Company
35 W. Wacker Drive, 36th Floor
Chicago, IL 60601-1723
(312) 326-8000

Legal process also may be served on the Benefits Committee and/or the trustee.

Benefits Committee and Plan Administrator
Benefits Committee
c/o Vice President, Benefits
R. R. Donnelley & Sons Company
Corporate Benefits, 5th Floor
4101 Winfield Road
Warrenville, IL 60555
(312) 326-7092

Appeals of eligibility issues related to a claim for benefits are processed by the Benefits Committee. The Benefits Committee is also responsible for receiving initial claims for benefits, communicating a claim denial to a participant, if any, receiving appeals of all claims denied, if any, and communicating a denial of the appeal, if any.

Pension Service Center

RR Donnelley Pension Service Center
3800 American Boulevard West
Suite 400
Minneapolis, MN 55431
1-866-767-1212

On the effective date of this SPD, Pension Service Center Representatives are available between the hours of 7 a.m. and 7 p.m. CT, Monday through Friday, except holidays. These hours of operation may change over time.

Website: www.MillimanBenefits.com (You will need your Login ID and password (PIN) to access the website.)

If you need another copy of this SPD, copies can be reviewed or obtained at the www.SPDxpressRRD.com website or by calling the RR Donnelley Pension Service Center at 1-866-767-1212.

Allocation and Delegation of Fiduciary Responsibilities by the Benefits Committee

The Plan provides a procedure for the Benefits Committee, acting as a named fiduciary, to allocate or delegate fiduciary responsibilities to its members or to other persons. Where the Benefits Committee has allocated to an applicable investment named fiduciary some authority to control or manage trust assets, or to an applicable administrative named fiduciary some authority and control over the operation and administration of the Plan, references in this SPD to the Benefits Committee are intended to refer to any such applicable investment named fiduciary or applicable administrative named fiduciary.

Trustee

The Company is the settlor of the RR Donnelley Pension Trust – Puerto Rico (“trust”). The trust is used for funding benefits under the Plan and contracting with service providers of the Plan. The trustee of the trust is:

UBS Trust Company of Puerto Rico, Inc.
250 Munoz Rivera Avenue
AIG Plaza, 9th Floor
San Juan, Puerto Rico
(787) 250-3674

Source of Contributions

Contributions to fund the Plan are made by the Company to the trust. Amounts contributed are actuarially determined.

Funding Medium

All assets of the Plan are held in the trust. The Benefits Committee is the named fiduciary for management of the trust's assets. As determined by the Benefits Committee, investment managers are designated, or the trustee is designated, to manage separate accounts of the trust's assets.

Repayments and Offsets of Overpayments of Benefits

The Plan has been amended to provide that, in the event of administrative error in determining and/or paying a benefit amount to a Plan participant, beneficiary or alternate payee under a qualified domestic relations order which results in one or more overpayments, the participant, beneficiary or alternate payee, as applicable, will be required to reimburse the overpayments to the Plan with interest determined by the Benefits Committee. An equitable lien will exist with respect to the funds received by the participant, beneficiary or alternate payee, regardless of whether those funds remain identifiable or segregated from that person's other funds.

A participant, beneficiary or alternate payee is responsible for promptly notifying the Trustee and the Benefits Committee if he or she becomes aware of an overpayment (including but not limited to becoming aware that he or she has received a benefit payment in excess of any benefit amount communicated by the Plan in writing to such person).

Any such overpayment is not a benefit payable under the Plan. Therefore, a participant, beneficiary or alternate payee has an obligation to pay to the Plan the amount of the overpayment and interest. The Plan has, in addition to recovery rights provided by the Plan, any and all rights to recovery under federal and Puerto Rico law. In addition, the Plan has a right to secure repayment through a security interest in all assets of that person. By accepting the overpayment, the participant, beneficiary or alternate payee grants to the Plan a right to establish that security interest. All the foregoing rights described in this paragraph are in addition to, and exist at law independent of, any equitable right of recovery and are enforceable in a court of law. The person must, at the request of the Plan Administrator, enter into a security agreement establishing the security interest. The obligation to repay the amount and interest, and the security interest, are enforceable in any court of competent jurisdiction, which includes the Commonwealth of Puerto Rico courts in the Commonwealth of Puerto Rico. The rights and obligations described in this paragraph are established by contract.

After becoming aware of an overpayment, the Plan may take actions as are appropriate and reasonable to recover that amount plus interest, including (i) requesting the participant, beneficiary or alternate payee to reimburse the Plan, (ii) causing that person to enter into a security agreement to secure repayment, (iii) instituting collection proceedings, including legal action in a court of law, (iv) offsetting the overpayment and interest against amounts presently or in the future owed or otherwise payable to or on behalf of the person by the Plan, and in the case that the overpayment was paid to a person who is deceased, reducing any future payments to that person's beneficiary entitled to any benefit payments upon the death of that person, and (v) reversing benefit payments made to or on behalf of that person, in each case in an amount equal to the overpayment plus any interest.

Your ERISA Rights

General Information

As a participant in the RR Donnelley Pension Plan – Puerto Rico, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that you are entitled to the following:

Receive Information About Your Pension Plan and Benefits

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a pension 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 tables.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

Assistance With Your Questions

If you have any questions about the Plan, you should contact the Pension Service Center or the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by:

- Calling the publications hotline of the Employee Benefits Security Administration;
- Logging on to the Internet at www.dol.gov/ebsa; and
- Calling the Employee Benefits Security Administration field office nearest you.