

# Summary of Material Modifications

for the

## Haddon Component

of the

## Bowne Pension Plan

Plan Number 022 of R. R. Donnelley & Sons Company (FEIN 36-1004130),  
formerly Plan Number 001 of RR Donnelley Financial, Inc. (FEIN 13-2618477)

June, 2016

Dear Plan Participant,

You have been a participant in the Haddon Component (the “Component”) of the Bowne Pension Plan (the “Plan”). For this Component, a Summary Plan Description (“SPD”) has previously been distributed to you (effective January 1, 2015). You may also be a participant in one or more of the other eight components of the Plan, in which case an SPD for each of those other components in which you are a participant has also been previously distributed to you. For each such SPD, you may also be receiving one or more Summary of Material Modifications (“SMM”) describing changes to the SPD.

Your current SPD for this Component consists of **Part A** and **Part B**, which are two separate documents. **Part A** contains information specific to the participants in this particular Component of the Plan, such as who is eligible to participate, how the benefit is calculated, when a participant can start receiving his benefit, and the different payment forms for that benefit. **Part B** contains information about the Plan that is consistent for all components and pension plan benefits, such as the procedures for applying for benefits, income taxes applied to your benefits, situations affecting your benefit, how to make an inquiry, claim or appeal regarding your benefit, details regarding who to contact for assistance, and your rights as a participant in a component.

This letter is an SMM describing recent changes to the SPD previously distributed to you for this Component. If you need another copy of any SPD or SMM, copies can be reviewed or obtained at the [www.rrdspdxpress.com](http://www.rrdspdxpress.com) website or by calling the RR Donnelley Pension Service Center (“Pension Service Center”) at 1-866-767-1212. If you have any questions about the changes described in this summary, please call the Pension Service Center. When calling the Pension Service Center, you will need your password. Please note that this SMM does not discuss every change to the Component, but focuses on the material modifications that may affect participants.

### **PART I: Recent Changes to the Plan**

#### **New Plan Sponsor**

Prior to December 31, 2015, the Plan was maintained by RR Donnelley Financial, Inc. (federal employer identification number 13-2618477). Effective December 31<sup>st</sup>, 2015, sponsorship of the Plan was transferred to R. R. Donnelley & Sons Company. As a result, all references to the “Plan Sponsor” in your SPD should be considered to refer to R. R. Donnelley & Sons Company rather than RR Donnelley Financial, Inc. and the “Plan Number” has changed from 001 of RR Donnelley Financial, Inc. to 022 of R. R. Donnelley & Sons Company.

### **Calculation of Spouse's Death Benefit**

The Plan provides that, upon the death of a participant in the Component, the participant's spouse is entitled to receive a monthly benefit equal to one-half of the amount that the participant would have received if the participant had survived and elected to begin receiving the participant's benefit in the form of the 50% qualified joint and survivor annuity on the date that the participant's spouse elects to begin receiving the spouse's death benefit.

The Plan has been amended to provide that, upon the death of a participant in the Component, the participant's spouse is entitled to receive a monthly benefit equal the greater of (i) the benefit that he or she is entitled to receive under the existing Plan provision (as described in the preceding paragraph) and (ii) one-half of the amount the participant would have received if the participant had survived and elected to begin receiving the 50% qualified joint and survivor annuity on the later of the date of the participant's death and the participant's earliest permissible retirement date, actuarially increased from that later date to the date on which the spouse elects to begin receiving the spouse's death benefit. This same provision will apply to a participant who is unmarried but has a domestic partner at the time of his or her death. When calculating the spouse's death benefit, the 75% or 100% joint and survivor annuity is substituted for the 50% qualified joint and survivor annuity in the circumstances described in the SPD.

### **Time Limitation on the Submission of a Benefit Claim**

The Plan has been amended to place a deadline by which a Plan participant may file a claim for benefits. A claim for benefits must be delivered to the Administrative Fiduciary no later than the earlier of (i) twelve months after the day as of which the participant's benefit starts or the initial payment date, if later; and (ii) twenty-four months after the participant's termination of employment or, in the case of a death benefit provided to a participant's beneficiary, twenty-four months after the earliest date on which such benefit could commence under the terms of the Plan.

### **Repayments and Offsets of Overpayments of Benefits**

The Plan provides that in the event of administrative error in determining and/or paying a benefit amount to a Plan participant or beneficiary which results in one or more overpayments, the participant or beneficiary will be required to repay the overpayments to the Plan with interest. A participant or beneficiary is responsible for promptly notifying the Trustee and the Administrative Fiduciary if he or she becomes aware of an overpayment. The Plan may decide to reduce future payments rather than seeking reimbursement for overpayments and interest. The obligation to the Plan of a participant or beneficiary in the case of an overpayment continues to exist even after the participant or beneficiary spends the overpayment.

### **PART II: Corresponding Changes to the SPD**

Any provisions of the SPD provided to you that are inconsistent with the recent amendments and other changes described above must be ignored as being no longer accurate or must be read in a manner consistent with the changes. For example:

- (1) Part A, "Introduction" section, "Recent Plan Mergers" subsection, first sentence of the third paragraph is replaced with the following two sentences, which read as follows:

The Bowne Pension Plan continued after those mergers to have the same Plan Number as before the mergers, *i.e.*, the Plan Sponsor remained RR Donnelley Financial, Inc. (federal employer identification number 13-2618477) and the Plan Number remained 001. Effective December 31, 2015, sponsorship of the Plan was transferred to R. R. Donnelley & Sons Company (federal employer identification number 36-1004130) (the “Company”) and the Plan Number was changed to 022.

- (2) Part A, “Special Instances That May Impact Your Pension Plan Benefit” section, “Pre-Retirement Death Benefit if you die before benefit payments start” subsection, second sentence of the first paragraph is revised to read as follows:

The amount of the benefit is equal to the benefit your spouse would have received if you had survived and elected to begin receiving the 50% qualified joint and survivor annuity form of pension (i) on the date that your spouse elects to begin receiving such benefit; or (ii) on the later of the date of your death and your earliest permissible retirement date, with your spouse’s benefit actuarially increased from that later date to the date on which your spouse elects to begin receiving such benefit, if such calculation would provide a larger benefit than would be provided under (i).

- (3) Part B, “Introduction” section, “Recent Plan Mergers” subsection, third paragraph is replaced in its entirety with the following:

The Bowne Pension Plan continued after those mergers to have the same Plan Number as before the mergers, *i.e.*, the Plan Sponsor remained RR Donnelley Financial, Inc. (federal employer identification number 13-2618477) and the Plan Number remained 001. Effective December 31, 2015, sponsorship of the Plan was transferred to R. R. Donnelley & Sons Company (federal employer identification number 36-1004130) (the “Company”) and the Plan Number was changed to 022.

- (4) Part B, “Applying for Benefits” section, is revised to add the following subsection after the end of the subsection titled “General Information”:

**Repayments and Offsets of Overpayments of Benefits**

In the event of administrative error in determining and/or paying you or your beneficiary a benefit amount which results in one or more overpayments, you will be required to repay the overpayments to the Plan with interest. You or your beneficiary are responsible for promptly notifying the Trustee and the Administrative Fiduciary if you or your beneficiary becomes aware of an overpayment. The Plan may decide to reduce future payments rather than seek reimbursement for overpayments and interest. You or your beneficiary’s obligation to the Plan in the case of an overpayment continues to exist even after you or your beneficiary spends the overpayment.

- (5) Part B, “Administrative and Contact Information” section, “General Information” subsection, “Plan Sponsor”, “Employer Identification Number of Plan Sponsor” and “Plan Name and Number” are replaced with the following:

***Plan Sponsor***

R. R. Donnelley & Sons Company  
Corporate Benefits, 37th Floor  
35 W. Wacker Drive  
Chicago, IL 60601  
(312) 326-8000

***Employer Identification Number of the Plan Sponsor***

36-1004130

***Plan Name and Number***

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- (6) Part B, “Inquiries, Claims and Appeals Procedures” section, “General Information” subsection, first sentence of the first paragraph is revised to read as follows:

You can file a formal written claim at any time, subject to the limitations described below.

- (7) Part B, “Inquiries, Claims and Appeals Procedures” section, “Procedure for Filing a Claim” subsection, first sentence of the first paragraph is revised to read as follows:

A communication from you (“claimant”) constitutes a valid claim if it is in writing on the appropriate claim form (or in such other manner acceptable to the Administrative Fiduciary) and is delivered (along with any supporting comments, documents, records, and other supporting information) to the Administrative Fiduciary at the address for the Administrative Fiduciary as provided in this SPD within the applicable time period.

- (8) Part B, “Inquiries, Claims and Appeals Procedures” section, “Procedure for Filing a Claim” subsection, is revised to add the following sentence after the first sentence of the first paragraph:

Any claim must be delivered to the Administrative Fiduciary 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.