An

RR Donnelley

Group

Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Moore Wallace Component

Provisions concerning the pre-2001 frozen accrued benefit (retirement income and pension equity formulas)

RR DONNELLEY

Bowne Pension Plan (the "Plan")

Part A (of Parts A and B) of Summary Plan Description for the Pre-2001 Frozen Accrued Benefit of the **Moore Wallace Component of the Plan**

January 1, 2015

If you are a participant in the pre-2001 frozen accrued benefit of the Moore Wallace Component of the Plan, **this Part A** of the Summary Plan Description for that benefit, together with **Part B** of the Summary Plan Description for the Plan, constitute your Summary Plan Description for that benefit. Members in the Plan are participants in one or more of the following Components or benefits of the Plan:

RR Donnelley Component
RR Donnelley Printing Companies Component
Haddon Component
Banta Employees Component
Banta Book Group Component
Banta Danbury Component
Banta Specialty Converting Component
Moore Wallace Component (other than Cardinal
Brands Benefit and Check Printers Benefit)
Cardinal Brands Benefit of the Moore Wallace Component
Check Printers Benefit of the Moore Wallace Component
Bowne Component

<u>The Bowne Pension Plan is Not Only for Bowne Employees</u>

The RR Donnelley Controlled Group of Companies previously maintained several pension plans, each for one or more different employee groups. As explained in more detail on page 1 of this Summary, many of those plans have over time merged together and are now Components of the Bowne Pension Plan, with each such Component covering one or more of the same employee groups covered by its original plan.

For example, the employee groups previously covered by the Retirement Income Plan of Moore Wallace North America, Inc. prior to any mergers are now covered by the Moore Wallace Component of the Bowne Pension Plan. Similarly, the previous Retirement Benefit Plan of R.R. Donnelley & Sons Company prior to any mergers is now the RR Donnelley Component of the Bowne Pension Plan, covering the same employee group previously covered by that RR Donnelley plan.

Accordingly, the Bowne Pension Plan no longer covers only employees of Bowne. **Because of the plan mergers, the Bowne Pension Plan, through its Components, covers the many employee groups of the RR Donnelley Controlled Group of Companies previously covered by separate plans**.

This is Part A of the Summary Plan Description for employees of RR Donnelley and other RR Donnelley companies previously covered by the pre-2001 frozen accrued benefit (namely, the retirement income formula or the pension equity formula) of the Retirement Income Plan of Moore Wallace North America, Inc.

Table of Contents

Introduction ... 1
Recent Plan Mergers... 2
Your Summary Plan Description ... 4
Overview of Pre-2001 Frozen Accrued Benefits ... 5

Who Is Eligible... 7
General Information... 7
Eligibility for the Moore Wallace Component... 7
Eligibility to Earn a Benefit Under the Benefit Formulas... 7

What "Vesting Service" Means ... 9
What It Means to Be Vested... 9
Breaks in Service ... 9
    Service Example... 10
Military Service... 10
If You Terminate Employment or Become Ineligible ... 11
Participating Employers and Transfers... 11

General Information About Your Plan Benefit ... 12
Annual Compensation... 12
Maximum Benefit Amounts ... 12

Your Benefit Under the Retirement Income Formula... 13
General Information... 13
Election for "Grandfathered" Employees ... 13
How Your Benefit Under the Retirement Income Formula Is Calculated... 13
Social Security Wage Base... 14
Average Social Security Wage Base... 15
Final Average Pay... 15
    An Example of Final Average Pay ... 15
Credited Service... 15
Your Benefit Under the Retirement Income Formula – An Example ... 16
Special Formula Enhancement for Grandfathered Participants ... 16
    Your Special Formula Enhancement – An Example... 17

Your Benefit Under the Pension Equity Formula ... 18
General Information... 18
How Your Benefit Under the Pension Equity Formula Is Calculated... 18
How You Earn Credits... 18
Final Average Compensation... 19
    An Example of Final Average Compensation... 19
Your Benefit Under the Pension Equity Formula – An Example... 19

When You Receive a Plan Benefit... 21
General Information... 21

Normal Retirement 22
Early Retirement at Age 55 or Older 22
Deferred Retirement Benefit 24
Terminated Vested Benefit 24
Retirement Income Formula Benefit 24
Special Formula Enhancement 24
Pension Equity Formula 25
Special Rules Regarding Benefits Accrued After 2004 With Lump Sum Value Less Than $5,000 25
Late Retirement 26
If You Return to Work 26
Disability Retirement Benefit 27
If You Die 27
If You Are Married 27
If You Are Not Married 28
If Your Marital Status Changes 28
If You Die After You Begin Receiving a Benefit 28

How You Receive a Benefit 29
Lump Sum Payment 29
Annuity Options 29
Annuity Payment Start Options 29
Normal Form Annuity Option – Five-Year Guarantee 30
Alternative Annuity Options 30
Electing Your Payment Option 31
Revoking a Payment Election 32
Special Rules for Disability Retirement Benefits (Effective for Retirements Prior to 2001) 32
Employee Contributions to the Moore Wallace Component 32

A Word About Subsequent Moore Wallace Component Formulas 35
General Information 35

Special Instances That May Impact Your Pension Plan Benefit 36
If You Terminate Employment Before Retirement 36
If You Die 37
Pre-2001 Frozen Accrued Benefit 37
If Your Marital Status or Domestic Partner Status Changes 38
Marital or Domestic Partner Status 39
Direct Rollovers by Beneficiaries 39
If the Plan's Funding Level Falls Below Certain Percentages 39

RR Donnelley Pension Service Center 40

Introduction

This Part A of the Summary Plan Description (SPD) for the pre-2001 frozen accrued benefit of the Moore Wallace Component of the Bowne Pension Plan (the "Pension Plan" or the "Plan"), together with **Part B** of the SPD for the Plan, constitute the SPD for the pre-2001 frozen accrued benefit of the Moore Wallace Component of the Plan. If you do not have a copy of Part B of the SPD, contact the RR Donnelley Pension Service Center at 1-866-767-1212 or visit rrdspdxpress.com.

Important Note: References in this Part A of the SPD to the Moore Wallace Component of the Plan include the following:

- with respect to periods after December 31, 2013, the Moore Wallace Component of the Bowne Pension Plan,
- with respect to periods after December 31, 2012 and on or before December 31, 2013, the Moore Wallace Component of the Retirement Benefit Plan of R. R. Donnelley & Sons Company, and
- with respect to periods on or before December 31, 2012, the Retirement Income Plan of Moore Wallace North America, Inc.

This Part A of the SPD contains information about provisions of the Moore Wallace Component effective for the pre-2001 frozen accrued benefit. Eligible employees of Moore North America, Inc., or any of its participating subsidiaries or affiliates, accrued this pre-2001 frozen accrued benefit prior to the business combination with Wallace Computer Services, Inc. That combined group is now known as Moore Wallace North America, Inc. ("Moore Wallace"). The Moore Wallace Component was "frozen" at the end of 2000 until January 1, 2005 when benefits began to accrue under a new career average pay formula for employment service on or after January 1, 2005 up until December 31, 2011. This means that there were no benefit accruals under the Plan after 2000 until January 1, 2005. There is a separate SPD for benefits accrued for service on or after January 1, 2005 up until December 31, 2011.

The Moore Wallace Component has two formulas for determining the pre-2001 frozen accrued benefit – the retirement income formula and the pension equity formula. Both of these formulas, together with the career average pay formula for service on and after January 1, 2005 up until December 31, 2011, are part of the same overall Moore Wallace Component and are funded by the same assets and trust. For participants before 1972, there is also a prior contributory benefit.

This Part A of the SPD explains how both formulas for the pre-2001 frozen accrued benefit work, when you can start receiving that benefit, and how your frozen accrued benefit is calculated. Part B of the SPD includes instructions for what to do in certain situations, as well as details about whom to contact for help. If you are married, you should share this information with your spouse. Unless otherwise noted, the information in this Part A of the SPD applies to the frozen accrued benefit provided under both formulas, and not the benefit provided under the career average pay formula effective January 1, 2005.

If you have a pre-2001 frozen accrued benefit and you accrued a benefit under the new career average pay formula for service on or after January 1, 2005 up until December 31, 2001, special distribution forms may be available for your new career average pay formula benefit if certain conditions are met. See the “Special Rules Regarding Benefits Accrued After 2004 With a Lump Sum Value Less Than $5,000” subsection under the “When You Receive a Plan Benefit” Section for more information.

The Moore Wallace Component provides a source of income when you retire and has since 1972 been noncontributory. This means that the RR Donnelley Controlled Group of Companies pays the full cost of the benefit. You do not contribute to receive a benefit.

Note: During 2001 and at other times, annuity contracts were purchased by the Moore Wallace Component from multiple insurance companies to provide groups of participants and beneficiaries with portions or all of their pre-2001 frozen accrued benefits that accrued prior to the purchase of those contracts. Those benefits (“contract benefits”) are paid solely by those insurance companies pursuant to the provisions of those contracts. Contract benefits are obligations only of the insurance companies and are not obligations of the Moore Wallace Component or of Moore Wallace or any other members of the RR Donnelley Controlled Group of Companies. The contract provisions regarding the time contract benefits commence and the forms in which they are paid reflect the provisions of the Moore Wallace Component in effect at the time the contracts were purchased. Any subsequent Plan amendments regarding the time benefits commence or the forms in which they are paid do not apply to the contract benefits. In addition, the administration of contract benefits is provided by the insurance companies. Therefore, if all or any part of your benefit is to be paid by an insurance company and you have any question about that benefit, you must refer to the information provided to you at and after the time the insurance contract was purchased. Some information in this Part A of the SPD does not pertain to contract benefits. The RR Donnelley Pension Service Center can only provide you with contact information for the insurance companies. Neither the Plan, Moore Wallace, nor the RR Donnelley Pension Service Center is involved in the administration or distribution of contract benefits.

Recent Plan Mergers

At various times prior to 2014, R. R. Donnelley & Sons Company (“Donnelley”) and other members of the RR Donnelley Controlled Group of Companies maintained the following seven pension plans (among others) for various employee groups of the RR Donnelley Controlled Group of Companies:

1. Retirement Benefit Plan of R.R. Donnelley & Sons Company (the “Donnelley Plan”);
2. Merged Retirement Income Plan for Employees of R.R. Donnelley Printing Company, L.P. and R.R. Donnelley Printing Company (for employees of the business acquired from Meredith/Burda);
3. Haddon Craftsmen, Inc. Retirement Plan;

4. Banta Corporation Employees Pension Plan;
5. Banta Hourly Pension Plan (comprised of (i) the Danbury Component, (ii) the GCIU Local 531, Maintenance Department, Bookbinders and Lithographers Component, and (iii) the Specialty Converting Component);
6. Retirement Income Plan of Moore Wallace North America, Inc. (which included, among others, the pre-2001 frozen accrued benefit, the Cardinal Brands Benefit and the Check Printers Benefit) (the "Moore Wallace Plan"); and
7. Bowne Pension Plan.

Between 2010 and 2012, the Donnelley Controlled Group of Companies merged the second through sixth of these pension plans into the first of these plans, namely the Retirement Benefit Plan of R.R. Donnelley & Sons Company (the "Donnelley Plan"). As a result, the Retirement Income Plan of Moore Wallace North America, Inc., including your pre-2001 frozen accrued benefit, became the Moore Wallace Component of the Donnelley Plan. On December 31, 2013, the Donnelley Plan was merged into the Bowne Pension Plan. Accordingly, all benefits accrued under the first through sixth plans are now instead being provided under the Bowne Pension Plan.

The Bowne Pension Plan continues after those mergers to have the same Plan Sponsor and Plan Number as before the mergers, *i.e.*, the Plan Sponsor is RR Donnelley Financial, Inc. (federal employer identification number 13-2618477) (the "Company"), previously named Bowne & Co., Inc., and the Plan Number is 001. The Bowne Pension Plan now consists of nine Components: three Components for the benefits previously provided under the three components of the prior Banta Hourly Pension Plan, five Components for the benefits previously provided under the other five prior plans, and one Component for the benefits previously provided under the Bowne Pension Plan as it existed prior to December 31, 2013.

If you were previously in an employee group covered by the Retirement Income Plan of Moore Wallace North America, Inc., or if you were subsequently in an employee group covered by the Moore Wallace Component of the Donnelley Plan, your benefits previously provided thereunder will instead be provided by the Moore Wallace Component of the Bowne Pension Plan. Those employee groups include employees with respect to the pre-2001 frozen accrued benefit they accrued under the Retirement Income Plan of Moore Wallace North America, Inc. before further accruals under that plan ceased (were "frozen") at the end of 2000 and before that plan was merged into the Donnelley Plan effective December 31, 2012.

Any plan merger described above did not affect the benefits you have accrued prior to the merger. The merger also does not affect your benefit starting date or the forms in which you can receive your benefits.

Part B of the SPD provides more information regarding the prior plans, including their previous plan numbers and the names and federal employer identification numbers of their previous plan sponsors.

Your Summary Plan Description

This **Part A** of the SPD relates to the pre-2001 frozen accrued benefit of the Moore Wallace Component of the Bowne Pension Plan and contains information specific to the participants in the Moore Wallace Component (the "Component") who have accrued a pre-2001 frozen accrued benefit, such as who is eligible for that benefit, how that benefit is calculated, when a participant can start receiving that benefit and the different payment forms for that benefit.

Part B of the SPD contains information about the Plan that is consistent for all of the nine other components (and their covered employee groups), 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 of the Plan.

You accrued a pre-2001 frozen accrued benefit under the Moore Wallace Component while you were an employee of a participating employer and a participant in the Component prior to December 31, 2000. If, prior to December 31, 2000, you were an employee of an employer that did not participate in the Component, you did not accrue a benefit described in this SPD for your service with that employer. To find out if you are eligible for a pension benefit from the Component, contact the Pension Service Center. See the last page of this Part A for information on how to contact the Pension Service Center.

Your 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 pre-2001 frozen accrued benefit. However, it does not include every detail of the Moore Wallace Component pertaining to that benefit. In the event that there is any discrepancy between your SPD and the Plan document, the actual Plan document always governs. The Plan document has changed over the years and only the relevant Plan document applies unless specifically provided otherwise. For example, someone who started benefit payments in November, 2003 only had the benefit forms available at that time as an election.

In addition, nothing in your SPD should be interpreted as an employment contract. Nor does your SPD create an entitlement to any benefit from your employer. Your SPD merely describes certain pension benefits offered to eligible employees as of January 1, 2015. The Company reserves the right to change or terminate the Plan at any time.

If you are married, please share your SPD with your spouse.

Note: This Part A of the SPD includes information about the pension equity and retirement income formulas that were in effect under the Moore Wallace Component prior to 2001 (both of which were frozen so that there were no benefit accruals under the Moore Wallace Component from 2001 through 2004). This Part A of the SPD also includes information about how benefits accrued prior to 2001 under those formulas are paid. There is a separate Part A of the SPD that contains information about the career average pay formula that was in effect (under the Moore Wallace Component) from January 1, 2005 to December 31, 2011. Some participants in the Moore Wallace Component may have benefits under that subsequent career average pay formula with relation to service, compensation, and contributions from January 1, 2005 to December 31, 2011. See the "A Word About Subsequent Moore Wallace Component Formulas" section for further information. Contact the Pension Service Center if you have questions or need information about the benefit formula that was in effect from January 1, 2005 to December 31, 2011, or how benefits accrued under that formula are paid. See the last page of this Part A on how to contact the Pension Service Center.

Overview of Pre-2001 Frozen Accrued Benefits

Until 1997, the retirement income formula—a career average pay formula—provided benefits under the Moore Wallace Component based on a participant's pay and service with Moore Wallace. On July 1, 1997, a pension equity formula was added to the Moore Wallace Component.

The retirement income formula applies to service earned before July 1, 1997. The pension equity formula applies to service earned on or after that date up to December 31, 2000. Participants who met certain service requirements as of June 30, 1997 had the option to elect to continue coverage under the retirement income formula up to December 31, 2000. See the "Eligibility to Earn a Benefit Under the Benefit Formulas" subsection under the "Who Is Eligible" section for more information.

Your employment dates determine your eligibility to earn benefits under each benefit formula. In general:

Employment Dates	Benefit Formula	Description Section
If your employment started and ended before July 1, 1997	Your benefit is determined under the retirement income formula	See the "Your Benefit Under the Retirement Income Formula" section
If your employment started on or after July 1, 1997	Your benefit is determined under the pension equity formula	See the "Your Benefit Under the Pension Equity Formula" section
If your employment started before July 1, 1997, and continued on and after that date	Your benefit is determined under both formulas – unless you had the option to continue in the retirement income formula and elected to do so	See the "Your Benefit Under the Pension Equity Formula" and the "Your Benefit Under the Retirement Income Formula" sections

The Moore Wallace Component was frozen on December 31, 2000, which means there were no new participants in the Moore Wallace Component after that date. If you were already a participant on December 31, 2000, you stopped earning future benefits as of that date. All participants who were employed on December 1, 2000, became fully vested in their benefit. In addition, the disability retirement provision of the Moore Wallace Component was eliminated.

Effective January 1, 2005, benefit accruals under the Moore Wallace Component began again pursuant to a new formula that became effective at that time. A separate Part A of the SPD for the Moore Wallace Component describes the career average pay formula that took effect on January 1, 2005.

Who Is Eligible

General Information

This section describes two types of eligibility—your eligibility to participate in the Moore Wallace Component prior to 2001, and your eligibility to accrue a benefit prior to 2001 under each benefit formula.

Eligibility for the Moore Wallace Component

If you were a full-time or part-time employee of a participating division or unit of Moore Wallace before December 31, 2000 and your compensation did not consist solely of insurance benefits, retirement benefits, a retainer fee, or compensation under a contract or agreement for consulting or other special services, you became eligible to participate in the Moore Wallace Component when you met both of the following requirements:

- You reached age 21; and
- You completed one year of service with Moore Wallace.

A “year of service” was considered to be the 12-month period beginning on the date you were hired by Moore Wallace, or any calendar year thereafter, in which you worked at least 1,000 hours.

Your participation in the Moore Wallace Component began automatically on the first day of the calendar month in which you became eligible.

Because the Moore Wallace Component was frozen on December 31, 2000, new participants were not allowed into the Moore Wallace Component after that date. If you were a participant on or before that date, your accrued benefit is protected under the Moore Wallace Component going forward.

Eligibility to Earn a Benefit Under the Benefit Formulas

Here are the eligibility requirements that apply under each formula.

- **The Retirement Income Formula:** This formula, as described under the “Your Benefit Under the Retirement Income Formula” section, generally applies to service you earned before July 1, 1997. Certain employees had the option to keep coverage under the retirement income formula for service earned through December 31, 2000. You had this option if, as of June 30, 1997, you were a participant who was:
  - Age 65 or older; or
  - Age 50 or older with 10 or more years of service; or
  - Age 45 with 20 or more years of service, and you were employed by Moore Wallace on December 31, 1997.

If you did not meet one of these requirements, or if you elected coverage under the pension equity formula, your benefit calculated under the retirement income formula was frozen on June 30, 1997.

- **The Pension Equity Formula:** This formula, as described under the "Your Benefit Under the Pension Equity Formula" section, was introduced on July 1, 1997. This formula generally applies to all service you earned between July 1, 1997 and December 31, 2000, except if you elected continued coverage under the retirement income formula.

What "Vesting Service" Means

You are entitled to any benefit you earned under the Moore Wallace Component prior to 2001 only if you are vested.

What It Means to Be Vested

"Vested" means that you have a nonforfeitable right to your earned benefit. As a general rule, you are vested if you:

- Completed five years of vesting service with Moore Wallace;
- Accrued a benefit under the Moore Wallace Component at any time from July 1, 1997 through December 1, 2000, and have three years of vesting service;
- Reached normal retirement age—age 65—while employed by Moore Wallace;
- Were a participant and were employed on December 1, 2000 (participants automatically became vested on that date); or
- Have an accrued benefit under either the RR Donnelley Component or the Banta Employees Component of the Plan, and you are fully vested in that benefit.

Your vesting service is the length of time you have been employed by Moore Wallace or any of its subsidiaries or affiliates. Generally, vesting service is calculated from the first day of the month in which your employment began through the last day of the month in which your employment ends. Vesting service also includes:

- Any period of up to 12 months during which you were on an approved leave of absence, provided you returned to work after the leave and your absence was not due to your termination of employment, retirement, or discharge; and
- Any period during which you were serving in the U.S. Armed Forces, provided the period did not exceed the maximum specified by law and you returned to work with Moore Wallace within the period prescribed by law.

Vesting service excludes any period of 12 or more consecutive months during which you were not employed by Moore Wallace.

Breaks in Service

If you left Moore Wallace and were later rehired after an absence of 12 months or longer, you are considered to have had a break in service. If you had a break in service, credit for your period of service before the break is restored if you satisfied any one or more of the following criteria:

- You were vested before the break in service occurred, or
- You were away less than five consecutive years (for this purpose, up to two years of absence is ignored if due to the birth or adoption of a child).

If you were absent from work (as a result of termination of employment, retirement, or discharge) for less than 12 months (less than 24 months if your absence was due to the birth or adoption of a child), up to 12 months of the absence counts as vesting service after you returned to work.

Special rules may apply if you had a break in service before January 1, 1985. If you think these rules apply to you, contact the Pension Service Center. See the final page of this Part A for information on how to contact the Pension Service Center.

If you returned to work and your service was not restored after your absence, you were treated as a newly hired employee with no prior service.

If you were fully vested before you had a break in service, you remained fully vested regardless of the length of the break. You cannot lose credit for vesting or benefit service once you become fully vested.

Special provisions ensure that approved leaves of absence due to qualified military leave, unpaid approved leave, and leave covered by the Family and Medical Leave Act are not the sole cause of a break in service. Under these provisions, you are credited with hours of service for each workday during which you would have been paid if you were not on an approved leave of absence. For pension information if you were on an approved leave of absence as described above, contact the Pension Service Center. See the final page of this Part A for information on how to contact the Pension Service Center.

Service Example

To show how a break in service is determined, assume you completed three years of service and you were not vested when you left Moore Wallace. Also assume you were rehired four years later. Your three years of service is restored because your absence was less than five years.

Now assume you were rehired eight years later. You are not credited with any years of prior service because you did not satisfy either of the two requirements listed under the "Breaks in Service" subsection.

Military Service

Special provisions apply if you took an unpaid leave of absence for qualified military leave. If you returned to employment within the time prescribed by federal law, you may be entitled to vesting service and benefit accruals for your period of military service. Other special provisions apply if you die or become disabled while performing qualified military service, regardless of whether you return to employment within the time prescribed by federal law. Please contact the Pension Service Center for more information regarding military leave and return from military leave. See the final page of this Part A for information on how to contact the Pension Service Center.

If You Terminate Employment or Become Ineligible

If you terminated employment with Moore Wallace or were no longer classified as an eligible employee, you stopped earning an annual pension accrual under the retirement income formula or pension equity formula. However, if you remain employed by another member of the RR Donnelley Controlled Group of Companies, you will continue to accrue vesting service.

Participating Employers and Transfers

The retirement income formula and pension equity formula described in this document apply to eligible employees of Moore Wallace to whom benefits have been extended. If you have questions concerning your eligibility for a benefit under these formulas, contact the Pension Service Center. See the final page of this Part A for information on how to contact the Pension Service Center.

A complete list of the employers and their addresses sponsoring the Moore Wallace Component or the Plan may be obtained by you upon written request to the Administrative Fiduciary, whose contact information is provided in Part B. This list is also available for examination by you.

General Information About Your Plan Benefit

This Part A of the SPD describes how your benefit under the retirement income formula or pension equity formula is calculated with respect to employment prior to 2001. To make it easier for you, separate sections highlight each formula.

The RR Donnelley Controlled Group of Companies pays the full cost of the Plan. An actuary determines the amount of Moore Wallace's annual contribution to the Plan consistent with laws designed to ensure that the Plan's assets will cover the cost of benefits. The actuary uses personnel data and the appropriate Plan formulas to determine the amount of contributions. These contributions (the Plan assets) are held in trust by the Plan's trustee. (See the "Administrative and Contact Information" section of Part B of the SPD for more information regarding the trustee.)

Annual Compensation

For purposes of determining your benefit under the retirement income or pension equity formula, annual compensation was determined each year and included:

- All wages subject to federal withholding tax, plus;
- Any pre-tax contributions you made to the Moore North America Inc. Savings Plan (previously known as the Moore Business Forms Inc. Savings Plan), or any pre-tax plan that was part of the Moore Choice Program.

Your total annual compensation did not include any Achievement Club compensation or reimbursement for moving or other expenses.

The Internal Revenue Service (IRS) places a limit on the amount of compensation that can be considered under the Plan. This limit was $170,000 for 2000. (Because participants stopped earning benefits when the Moore Wallace Component was frozen on December 31, 2000, the year 2000 limit is the last limit that applies.)

You can call the Pension Service Center if you have questions regarding what types of pay were included or excluded when determining your pensionable compensation. See the final page of this Part A for information on how to contact the Pension Service Center.

Maximum Benefit Amounts

Federal law sets annual limits on the amount of pay that can be considered, and the benefits you can receive from plans like this Plan. Over the years, the maximum benefit amount has changed to reflect inflation and cost of living increases. If these limits affect you, you will be notified. You also may contact the Pension Service Center for more information regarding these limits. See the final page of this Part A for information on how to contact the Pension Service Center.

Your Benefit Under the Retirement Income Formula

General Information

If you earned a benefit under the retirement income formula as of June 30, 1997, your accrued benefit under that formula was frozen as of June 30, 1997 (except if you were eligible and elected as a "grandfathered" employee to continue coverage under the retirement income formula, as described below). Your final benefit under this formula is calculated in accordance with the retirement income formula as it existed prior to June 30, 1997, and as is described in this section.

Your benefit under the retirement income formula is paid in addition to any benefit you may earn under:

- The pension equity formula, which was introduced July 1, 1997; and
- The Moore Wallace Component's career average pay formula effective January 1, 2005.

See the "Your Benefit Under the Pension Equity Formula" section of this Part A of the SPD for more information on how benefits are calculated under that formula.

Election for "Grandfathered" Employees

As a general rule, the retirement income formula was frozen on June 30, 1997. However, you had the option to continue coverage under this formula if, as of June 30, 1997, you were a participant:

- Age 65 or older; or
- Age 50 or older with 10 or more years of service; or
- Age 45 with 20 or more years of service, and you were employed by Moore Wallace on December 31, 1997.

If you elected to keep coverage under the retirement income formula, your entire pre-2001 frozen accrued benefit is calculated under this formula. It applies to your service through December 31, 2000.

How Your Benefit Under the Retirement Income Formula Is Calculated

Under the retirement income formula, your benefit is calculated differently depending on when you earned benefits.

Your annual benefit is based on one, two, or three different formulas, as applicable and shown below.

Benefit Earned	This Formula is used to Determine Your Annual Benefit
Between January 1, 1989 and December 31, 2000	1.8 % of Each Year's *Annual Compensation*, Up to that Year's *Social Security Wage Base* PLUS 2.0% of Each Year's *Annual Compensation* in Excess of that Year's *Social Security Wage Base*
Between January 1, 1985 and December 31, 1988	1.1% of Each Year's *Annual Compensation*, Up to that Year's *Social Security Wage Base* PLUS 1.8% of Each Year's *Annual Compensation* in Excess of that Year's *Social Security Wage Base* PLUS A 10% Increase Added to Your Accrued Benefit as of December 31, 1988 (if you were employed by Moore Wallace on such date and thereafter)*
Before January 1, 1985	1.1% of Your *Final Average Pay* Up to the *Average Social Security Wage Base* (in effect as of the earlier of 1985 or your date of termination for your year of birth) PLUS 1.6% of Your Final Average Pay in Excess of the *Average Social Security Wage Base* (in effect as of the earlier of 1985, or your date of termination for your year of birth) TIMES Your Years of *Credited Service* as of December 31, 1984 (up to a maximum of 35 years)**

*If you worked for Moore Wallace before December 31, 1988 and were not employed by Moore Wallace on December 31, 1988 but then later returned to work at Moore Wallace, you are not eligible to receive the 10% increase in this formula.

**If you worked for Moore Wallace before 1985 and were not employed by Moore Wallace on January 1, 1985 but then later returned to work at Moore Wallace, your pre-1985 benefit will be determined by substituting 0.667% for 1.1% and 1.333% for 1.6% in this formula. Also, if you were hired before age 30, there is a special formula for calculating credited service.

Social Security Wage Base

The Social Security Wage Base is the maximum amount of compensation on which you and your employer pay annual Social Security (or Old-Age, Survivors and Disability Insurance) taxes. The Social Security Wage Base increases on January 1, each year. In 2000, the Social Security Wage Base was $76,200.

Average Social Security Wage Base

The Average Social Security Wage Base is defined as the average maximum amount of compensation on which Social Security taxes are paid from year to year during your working career—based on your year of birth and assuming no increases in the Social Security Wage Base after 1985.

Final Average Pay

For purposes of calculating benefits earned before January 1, 1985, your final average pay is calculated by averaging your five highest-paid consecutive years over the prior 10 years of employment, ending December 31, 1984.

An Example of Final Average Pay

To show how your final average pay is determined, suppose the five calendar years, ending with December 31, 1984, were your highest five consecutive years, with annual compensation of:

Year	Annual Compensation
1980	$15,000
1981	$15,600
1982	$16,224
1983	$16,873
1984	$17,548

Total Compensation: $81,245
Final Average Pay: $16,249 ($81,245 ÷ 5)

Credited Service

Your credited service is your period of employment with Moore Wallace as of December 31, 1984—up to a maximum of 35 years—excluding the following:

- Periods of absence (other than approved leaves);
- Service prior to 1972 if you were eligible to contribute to the Moore Wallace Component but did not do so, or if you withdrew your pre-1972 contributions (as described under the “Employee Contributions to the Moore Wallace Component” subsection under the “How You Receive a Benefit” section); and
- Periods excluded from the definition of “service” under the break-in-service rules in effect at the time your employment terminated.

Your Benefit Under the Retirement Income Formula – An Example

To show how your benefit under the retirement income formula is calculated, suppose you are a "grandfathered" employee who became an eligible participant in 1989 at a salary of $50,000, and you received 4% annual increases until your benefit was frozen at the end of 2000.

Your benefit is calculated as follows:

Year	Social Security Wage Base	Compensation	1.8% of Compensation Up to the Social Security Wage Base		2.0% of Compensation in Excess of the Social Security Wage Base		Annual Retirement Benefit
1989	$48,000	$50,000	$864.00	+	$40.00	=	$904.00
1990	$51,300	$52,000	$923.40	+	$14.00	=	$937.40
1991	$53,400	$54,080	$961.20	+	$13.60	=	$974.80
1992	$55,500	$56,243	$999.00	+	$14.86	=	$1,013.86
1993	$57,600	$58,493	$1,036.80	+	$17.86	=	$1,054.66
1994	$60,600	$60,833	$1,090.80	+	$4.66	=	$1,095.46
1995	$61,200	$63,266	$1,101.60	+	$41.32	=	$1,142.92
1996	$62,700	$65,797	$1,128.60	+	$61.94	=	$1,190.54
1997	$65,400	$68,429	$1,177.20	+	$60.58	=	$1,237.78
1998	$68,400	$71,166	$1,231.20	+	$55.32	=	$1,286.52
1999	$72,600	$74,013	$1,306.80	+	$28.26	=	$1,335.06
2000	$76,200	$76,974	$1,371.60	+	$15.48	=	$1,387.08
					TOTAL	=	$13,560.08

Annual Normal Retirement Benefit: $13,560.08

Special Formula Enhancement for Grandfathered Participants

If you elected to continue coverage under the retirement income formula, and you were employed with Moore Wallace on December 1, 2000 (or you were absent due to a disability on that date), you qualify for a special formula enhancement.

This enhancement provides a benefit equal to 18% of your annual compensation for calendar year 2000 (limited to $170,000). Although this benefit is calculated as a lump sum, it was converted to an equivalent deferred annuity, payable at your normal retirement date. This special enhancement can only be paid after you retire from Moore Wallace and all other members of the RR Donnelley Controlled Group of Companies. It is paid in addition to any benefit you may earn under the retirement income formula.

Your Special Formula Enhancement – An Example

To show how much you receive under the special formula enhancement, assume the following:

- **Eligibility:** You are a grandfathered employee who was employed by Moore Wallace on December 1, 2000
- **Annual Compensation:** Your 2000 annual compensation was $50,000
- **Age:** 62 on December 31, 2000
- **Retired:** You retired in 2004 at age 65

Your enhancement is calculated as follows:

- Your lump sum enhancement as of December 31, 2000 is $9,000 (18% x $50,000)
- Your deferred annuity payable at your normal retirement age is $88.39 per month ($9,000 ÷ the actuarial present value factor)
- If instead you elect to have your benefit paid early as a lump sum benefit, payable as soon as administratively practicable after your termination date in 2004, that lump sum amount is $12,577.29 ($88.39 per month x the actuarial present value factor).

Note: The lump sum benefit under the special formula enhancement is calculated based on the deferred annuity payable at your normal retirement age ($88.39 in the above example) using assumptions such as mortality and interest rates, and your age in effect at the time of the calculation. As a result, these rates vary when calculations are done at different times.

Your Benefit Under the Pension Equity Formula

General Information

Your monthly pension benefit payable under the pension equity formula at retirement depends on you final average compensation and your years and months of service.

Your benefit under the pension equity formula is paid in addition to any benefit you may earn under:

- The retirement income formula; and
- The Moore Wallace Component's career average pay formula effective January 1, 2005.

See the "Your Benefit Under the Retirement Income Formula" section of this Part A of the SPD for more information on how your benefit is calculated under that formula.

How Your Benefit Under the Pension Equity Formula Is Calculated

The pension equity formula applies to the service you earned from July 1, 1997 through December 31, 2000 (the date the Moore Wallace Component was frozen), except if you were eligible and you elected to continue coverage under the retirement income formula during that period.

Under the pension equity formula, your benefit is based on a combination of:

- Your final average compensation; and
- The number of "credits" you earned with Moore Wallace from July 1, 1997 to December 31, 2000 (each credit is worth 1% of your final average compensation).

Your benefit under the pension equity formula is calculated as a lump sum amount by multiplying your final average compensation by the total number of credits (as a percentage) you earned as of the date you left Moore Wallace, or as of December 31, 2000 (whichever occurred first). The lump sum amount was then converted to an equivalent deferred annuity amount, payable at your normal retirement date. This deferred amount payable at your normal retirement date is your accrued benefit under the pension equity formula from which all payment options are computed.

Your benefit is in addition to any benefit you may earn under the retirement income formula for service before July 1, 1997, and any benefit you may earn under the Moore Wallace Component's career average pay formula effective January 1, 2005.

How You Earn Credits

For each year of service from July 1, 1997 through December 31, 2000, you receive four credits (0.333 credits for each month of service) under the pension equity formula.

Final Average Compensation

Final average compensation is calculated by averaging your highest five consecutive calendar years of annual compensation in the last 10 years of employment, or your last 60 months of compensation (whichever is greater). This is determined as of the day you terminate employment, or December 31, 2000 (whichever occurs earlier). Compensation after 2000 is not considered. (Monthly compensation was determined by pro-rating annual compensation.)

An Example of Final Average Compensation

To show how final average compensation is determined, suppose your last five calendar years ending with December 31, 2000 were your highest five consecutive years, with annual compensation of:

Year	Annual Compensation
1996	$30,000
1997	$31,200
1998	$32,448
1999	$33,745
2000	$35,095

Total Compensation: $162,488
Final Average Compensation: $32,497.60 ($162,488 ÷ 5)

Your Benefit Under the Pension Equity Formula – An Example

To show how a benefit is calculated, assume the following:

- **Eligibility:** You are an employee eligible to participate in the Moore Wallace Component
- **Final Average Compensation:** $32,498 (from above)
- **Age:** 45 on December 31, 2000
- **Terminated:** You terminated employment in 2004 at age 48

Your benefit is calculated as follows:

- You earn a benefit under the pension equity formula for three years and six months (from July 1, 1997 through December 31, 2000)
- Your annual credits for those three years and six months are 2 + 4 + 4 + 4 = 14
- Your lump sum benefit as of December 31, 2000 is: $4,549.72 (14% x $32,498)
- Your deferred annuity payable at your normal retirement age is: $136.09 per month ($4,549.72 ÷ the actuarial present value factor)
- If instead you elect to have your benefit paid early as a lump sum benefit, payable as soon as administratively practicable after your termination date in 2004, that lump sum amount is: $7,741.73 ($136.09 per month x the actuarial present value factor).

Note: The lump sum benefit under the pension equity formula is calculated based on the deferred annuity payable at your normal retirement age ($136.09 in the above example) using assumptions such as mortality and interest rates, and your age in effect at the time of the calculation. As a result, these rates vary when calculations are done at different times.

When You Receive a Plan Benefit

General Information

The Moore Wallace Component offers the following:

- A normal or late retirement benefit payable at age 65 or when you retire, if later;
- An early retirement benefit payable as early as age 55 with 10 or more years of pension service, provided that you leave Moore Wallace on or after attaining age 55;
- A deferred retirement benefit payable at age 65;
- A disability retirement benefit payable if you became totally and permanently disabled before June 4, 2001, while employed by Moore Wallace (even before age 55); and
- A terminated vested benefit, in some cases, payable as soon as administratively possible after termination.

When you or your surviving spouse elect to begin receiving your benefit after you reach (or would have reached) age 55, that election applies to the distribution of all of your benefits under the Moore Wallace Component—including any benefit you accrued after 2004 under the career average pay formula effective January 1, 2005. The only exception is that you or your spouse may elect a lump sum payment of the special formula enhancement (as explained in the next paragraph), and defer receipt of any remaining benefits. Furthermore, all benefits that begin as annuities as of the same date must be paid in the same annuity form. However, benefits accrued after 2004 under the career average pay formula effective January 1, 2005 are paid in annuity forms that are different from those available under the retirement income formula, special formula enhancement, or pension equity formula as explained in this Part A of the SPD. A separate Part A of the SPD describes the annuity forms that apply for benefits accrued on and after January 1, 2005 under the career average pay formula. See that separate Part A of the SPD for details.

Note: The special formula enhancement for grandfathered participants can be paid after you terminate employment. Before age 55, it can be paid independent of any other benefit as either a lump sum or as an annuity. On or after age 55—and anytime before you begin receiving your benefit under the retirement income formula—you can receive your benefit under the special formula enhancement as a lump sum. If, on or after age 55, you elect an annuity payment of the special formula enhancement benefit, you must elect the same annuity option and benefit start date for your benefit under the retirement income formula.

You receive a letter within four or five months after you separate from Moore Wallace and all other members of the RR Donnelley Controlled Group of Companies. The letter indicates the amount of your benefit, and when and how you may receive it.

You should call to begin receiving your benefit 45 to 90 days before you want to start receiving your benefit. You will need to complete the necessary forms, and return them to the address noted and within the time frame shown in your pension paperwork.

If you separated from Moore Wallace and all other members of the RR Donnelley Controlled Group of Companies before you were fully vested, as defined under the "What 'Vesting Service' Means" section, you are not entitled to any benefit from the Moore Wallace Component. **Note:** If you were employed by Moore North America, Inc. on December 1, 2000, you are fully vested in this Plan without regard to your actual years of vesting service.

Normal Retirement

Age 65 is the normal retirement age for the Moore Wallace Component. You are eligible to retire and begin receiving a benefit on the first of the month after your 65th birthday. Your benefit is determined as explained under the "Your Benefit Under the Retirement Income Formula" and "Your Benefit Under the Pension Equity Formula" sections.

Early Retirement at Age 55 or Older

If you retire from Moore Wallace at age 55 or older (but before you reach age 65) and have completed at least 10 years of pension service with Moore Wallace, you are eligible for an early retirement. You can retire early and begin receiving a benefit on the first of any month after you become eligible for early retirement. Or, you can postpone your benefit until you reach age 65.

If you elect early retirement, it is assumed that you will receive a benefit over a longer period of time than if you retired at age 65. For this reason, your benefit is initially calculated assuming a normal retirement, and then reduced. The reduction that applies is different for the retirement income formula and special formula enhancement than it is for the pension equity formula.

- **Retirement Income Formula and Special Formula Enhancement:** If you elect early retirement, your normal retirement benefit under the retirement income formula and/or the special formula enhancement paid in an annuity form is reduced. (See the "Terminated Vested Benefit" subsection for benefits paid as a lump sum.) The benefit is reduced by 4% for each year (one-third of 1% for each month) that you begin receiving the benefit before the earliest of:
  - Your normal retirement date; or
  - The first day of the month following the date you:
    - Completed (or would have completed if you had continued working) 30 years of pension service; and
    - Reached at least age 62.

Early Retirement Example for the Retirement Income Formula and Special Formula Enhancement

To show how this works, assume you retire at age 60, you completed 27 years of service, and your normal retirement benefit is $8,500. If you wait three years to receive your benefit, it will not be reduced since you will be age 63 and would have had 30 years of pension service (had you continued to work). However, if you start receiving your benefit immediately, the benefit reduction is calculated as follows:

Example	Description
Three Years	Number of years the benefit begins before the date you would have completed 30 years of service and reached at least age 62
TIMES	
4%	Annual early retirement reduction factor
EQUALS	
12%	The total reduction to your annual retirement benefit

As a result of this reduction, your benefit beginning at age 60 is 88% of your normal retirement benefit, calculated as follows:

$8,500 x (100% - 12%) = $7,480

- **Pension Equity Formula:** If you elect early retirement, your normal retirement benefit under the pension equity formula is reduced. (See the “Terminated Vested Benefit” subsection for benefits paid as a lump sum.) The benefit is reduced by 6% for each year (one-half of 1% for each month) that you begin receiving the benefit before your normal retirement date.

Early Retirement Example for the Pension Equity Formula

To show how this works, assume you retire at age 60 and your normal retirement benefit is $8,500. If you start receiving your benefit immediately, the benefit reduction is calculated as follows:

Example	Description
Five Years	Number of years the benefit begins before age 65
TIMES	
6%	Annual early retirement reduction factor
EQUALS	
30%	The total reduction to your annual retirement benefit

As a result of this reduction, your benefit beginning at age 60 is 70% of your normal retirement benefit, calculated as follows:

$8,500 x (100% - 30%) = $5,950

Deferred Retirement Benefit

If you continued to work past age 65, you earned service and retirement benefits until December 31, 2000 or your retirement date (if earlier).

Terminated Vested Benefit

Not every employee spends his or her entire career with Moore Wallace. If you leave Moore Wallace before you retire and you are vested, you are still eligible for a benefit.

Benefit payments begin the first of the month after your 65th birthday. However, you can begin receiving a benefit as early as the first of the month after you reach age 55. Or, in some cases, your benefit may be payable as soon as administratively practicable after your termination of employment as explained below.

Retirement Income Formula Benefit

If you terminate employment before you satisfy the early retirement requirements but after you become vested, you can start your benefit under the retirement income formula on the first day of any month after you reach age 55. If you start your benefit before age 65, however, your benefit is reduced 6% for each year (one-half of 1% for each month) that you start the benefit before your normal retirement date.

If you also accrued a benefit under the pension equity formula, you can start your benefit under the retirement income formula before age 55 as an annuity at the same time and in the same form of payment that you elect for your benefit under the pension equity formula (as described below). If you begin receiving your accrued benefit under the retirement income formula before age 55, the benefit is reduced as described above for early commencement to age 55 (*i.e.*, 6% for each year) and is further reduced on an actuarial basis from age 55 to your age when you begin receiving the benefit. If you elect to receive your benefit under the pension equity formula as a lump sum payment, you can receive the actuarial equivalent lump sum value of your benefit under the retirement income formula at the same time (even if it is before age 55) provided the actuarial equivalent lump sum value is less than $5,000.

Special Formula Enhancement

If you are a grandfathered participant, you can begin receiving the special formula enhancement as a lump sum or in the form of an annuity, any time after you separate from Moore Wallace (as discussed previously under the “General Information” section). If you elect to begin receiving the special formula enhancement before age 65, but not before age 55, your benefit is reduced 4% for each year (one-third of 1% for each month) that you begin receiving the benefit before (whichever occurs first):

- Your normal retirement date; or
- The first day of the month following the day you:
  - Completed (or would have completed if you had continued working) 30 years of pension service; and

- Reached at least age 62.

If you elect to begin receiving the special formula enhancement before you reach age 55, the reduced benefit you would begin receiving at age 55 is further reduced on an actuarial basis. If you elect to receive a lump sum payment before age 65, the lump sum payment is actuarially equivalent to the benefit that would otherwise begin at age 65.

Pension Equity Formula

You can receive your benefit under the pension equity formula as a lump sum or in the form of an annuity, any time after you separate from Moore Wallace. If you elect to begin receiving the benefit before age 65, but not before age 55, your benefit is reduced 6% for each year (one-half of 1% for each month) that you begin receiving the benefit before your normal retirement date. The benefit is further reduced on an actuarial basis if you elect to begin receiving it before age 55. If you elect to receive a lump sum payment before age 65, the lump sum payment is actuarially equivalent to the benefit that would otherwise begin at age 65.

Special Rules Regarding Benefits Accrued After 2004 With Lump Sum Value Less Than $5,000

The following rules apply to any benefit with a start date:

- On or after April 1, 2005; or
- Before April 1, 2005, but which doesn't begin until April 1, 2005.

If you elect to receive your benefit under the pension equity formula as a lump sum and if you also elect a lump sum of the retirement income formula benefit, you can also elect a lump sum of the benefit you accrued after 2004 under the career average pay formula, provided that:

- The lump sum value of your benefit under the retirement income formula in not more than $5,000; and
- The lump sum value of the benefit you accrued after 2004 is not more than $5,000.

If you elect to begin receiving your pension equity formula benefit and your retirement income formula benefit before age 55 in the form of annuity payments, you may also elect to begin receiving at the same time annuity payments of your benefit accrued under the career average formula after 2004, provided that the actuarial equivalent lump sum value of the benefit accrued after 2004 is not more than $5,000.

If you elect to receive such benefits as an annuity before age 65, a reduction for early commencement applies. For the benefit you accrued after 2004 under the career average pay formula, the reduction factors apply for the first 10 years that you receive the benefit before age 65 (as described in Part A of the SPD for benefits accrued after 2004). The benefit is further reduced pursuant to the actuarial factors that apply for any benefit that begins before age 55.

If you elect to receive a lump-sum payment of the special formula enhancement benefit, you also can elect to receive (at the same time) a lump sum payment that is the actuarial equivalent value of your benefit under the career average pay formula accrued after 2004 if that lump sum value is not more than $5,000.

Late Retirement

If you continue to work for Moore Wallace or any member of the RR Donnelley Controlled Group of Companies after your normal retirement date and you work more than 40 hours per month, you will not receive your benefit until you leave Moore Wallace and the RR Donnelley Controlled Group of Companies. You continue to earn additional annual pension accruals for your period of service with Moore Wallace after age 65 but not beyond December 31, 2000 (*i.e*., the day on which benefit accruals under the Moore Wallace Component were frozen).

However, you must start receiving your pension benefit no later than April 1 after the year in which you reach age 70½ or separate from Moore Wallace and the RR Donnelley Controlled Group of Companies, whichever is earlier.

If you continue to be employed after your normal retirement date, you will be notified that your pension benefit will not be paid, except as provided above, unless you separate from Moore Wallace and the RR Donnelley Controlled Group of Companies, or you work less than 40 hours a month. If you work less than 40 hours a month, notify the Pension Service Center to receive a monthly pension check. See the final page of this Part A of the SPD for information on how to contact the Pension Service Center.

If You Return to Work

If you separate from Moore Wallace and begin receiving a benefit, then return to work for Moore Wallace or any member of the RR Donnelley Controlled Group of Companies, your benefit may be suspended.

In general, if you are expected to work 1,000 or more hours in the 12-month period after your reemployment (1,500 or more hours if you are reemployed on or after January 1, 2009), your monthly pension benefit will stop on the first of the month after you return to work. **Note:** If you were receiving your monthly pension benefit before your normal retirement date, the subsequent benefit that begins after your period of employment will be actuarially adjusted to reflect the payments you received before your reemployment.

If you are expected to work less than 1,000 hours in the 12-month period after your reemployment or in any calendar year (1,500 or more hours if you are reemployed on or after January 1, 2009), your monthly pension benefit will continue. **Note:** If you were receiving your monthly pension benefit before your normal retirement date, the subsequent benefit that begins after your period of employment will be actuarially adjusted to reflect the payments you received before your subsequent retirement.

Disability Retirement Benefit

If you became disabled before June 4, 2001 while employed by Moore Wallace, you may be eligible for a disability retirement benefit. You may contact the Pension Service Center for information regarding this benefit. See the final page of this Part A of the SPD for information on how to contact the Pension Service Center.

If You Die

If you are married (or older than age 55 and single), you are vested, and you die before you begin receiving a benefit, a survivor benefit may be available.

If You Are Married

If you are vested, you have been married to your spouse for at least one year, and you die before you begin receiving a benefit, your spouse is eligible to receive a pre-retirement surviving spouse benefit. He or she is eligible for this benefit regardless of whether you are actively employed by Moore Wallace at the time of your death. **Note:** Effective January 1, 2005, the one-year marriage requirement was discontinued with respect to deaths that occur on or after that date.

- **Retirement Income Formula:** If you die before age 65, your spouse is eligible to receive a benefit equal to two-thirds of the benefit you would have received under option A (joint and 2/3 survivor annuity), assuming you terminated employment on the earlier of:
  - The date of your death; or
  - The date you actually separated from service with Moore Wallace.

  Your spouse can receive this benefit as early as the first of the month following the date you would have reached age 55, or as late as the first of the month following the date you would have reached age 65.

  If you die after age 65, your spouse is eligible to receive a benefit equal to two-thirds of the payment you would have received under option A (joint and 2/3 survivor annuity) had you retired on the date of your death. Your spouse will begin receiving this benefit as of the first of the month following the date of your death.

  Your spouse also may be entitled to a pre-retirement surviving spouse benefit under the pension equity formula or the special enhancement formula (as described in the following). If this is the case and your spouse elects to receive those benefits in the form of a lump sum payment (as described), he or she may elect to receive (at the same time) the death benefit under the retirement income formula as an actuarially equivalent lump sum payment of the death benefit, provided the lump sum amount does not exceed $5,000.

- **Pension Equity Formula or Special Formula Enhancement:** Under these formulas your surviving spouse is eligible to elect either:

- **A Lump Sum Payment:** The lump sum payment is the actuarially equivalent benefit under the pension equity formula benefit or the special formula enhancement benefit. Actuarially equivalent benefits mean that the benefits are of expected equal value over your spouse's lifetime, in that if your spouse begins receiving benefits before age 65, there is a reduction because it is assumed that your spouse will receive payments over a longer period of time.
- **A Monthly Annuity Payment:** The monthly annuity payment provides for monthly income payable for your spouse's lifetime that is actuarially equivalent to your pension equity formula benefit or your special enhancement benefit. If your spouse begins receiving a benefit before your age 65, the reduction for early commencement is as described under the heading "Terminated Vested Benefit." This payment form would be aggregated with any monthly income payable with regard to the retirement income formula benefit as previously described.

If You Are Not Married

If you are single, actively employed by Moore Wallace, and vested at the time of your death, your estate receives a lump sum death benefit actuarially equivalent to five years of the payment your spouse would have received had you been married (as described above). For purposes of calculating this amount, it is assumed that your spouse is the same age as you. Prior to January 1, 2005, attainment of age 55 was also a requirement for a death benefit for unmarried participants.

If Your Marital Status Changes

You must report any change in your marital status to the Pension Service Center. See the final page of this Part A for information on how to contact the Pension Service Center. The spouse to whom you are married for at least one year on the date of your death is the person who is eligible for a pre-retirement survivor benefit. Effective January 1, 2005, the one-year marriage requirement was discontinued with respect to deaths that occur on or after that date.

If You Die After You Begin Receiving a Benefit

If you die after you begin receiving a benefit, your beneficiary receives a pension payment only if you elected:

- Option A joint and 2/3 survivor annuity—and your joint annuitant survives you; or
- Options B or C—and the guaranteed amount has not been fully paid out.

Options A, B, and C are described in the "How You Receive a Benefit" section.

How You Receive a Benefit

The Plan offers the following types of payment for your benefit.

Lump Sum Payment

If you are eligible for and choose a lump sum payment, you receive your benefit in a single payment as soon as practicable. However, you have a choice of other payment options (as described in this “How You Receive a Benefit” section), unless the combined benefit from all formulas under the Plan is less than $5,000.

IRS rules allow you to instruct the Plan to make a direct rollover of all or part of any lump sum distribution into an Individual Retirement Account (IRA), or another company’s tax-qualified plan that accepts rollovers. If you do not elect a direct rollover, the IRS requires the Plan to withhold 20% of the taxable portion of your lump sum payment. In addition, you may be subject to additional taxes. You receive more information about rollovers before you receive your lump sum payment.

Note: If the lump sum value of your combined benefit from all formulas under the Plan is $5,000 or less, you are not able to choose a payment option. Instead, your benefit is paid as a single lump sum payment.

Generally, you cannot elect a lump sum payment for your benefit under the retirement income formula. However, you can elect that the benefit under the pension equity formula and the special formula enhancement be paid as a lump sum.

Annuity Options

An annuity provides a benefit payment for a specified time, such as for a number of years or for life.

Annuity Payment Start Options

If you elect an annuity option, you may elect an immediate annuity or you may defer the receipt of your monthly payments, as explained below.

- **Immediate Annuity:** You may elect to receive a monthly annuity that is payable immediately. However, any benefit under the retirement income formula generally cannot begin before age 55. Your monthly annuity is reduced because it is assumed that you will receive payments for a longer period of time. Your benefit is reduced by either 4% or 6% for each full calendar year (either one-half or one-third of 1% for each month) or per actuarial assumptions, depending on whether the benefit:
  - Is determined based on the retirement income formula, the pension equity formula, or the special formula enhancement; and
  - Begins before or after age 55.

For further explanation about early reductions and situations in which the benefit under the retirement income formula can begin before age 55, see the “Early Retirement” and “Terminated Vested Benefit” sections.

- **Deferred Annuity:** You may elect to receive a monthly deferred annuity. The annuity can be deferred to start as late as the first of the month after your 65th birthday. However, you can begin receiving a deferred benefit as early as age 55.

Normal Form Annuity Option – Five-Year Guarantee

This option is the basis for benefit calculations under the other annuity options. It provides a monthly benefit for your life – and an extra guarantee as well. If you die and you received benefits for less than five years, payments continue to your designated beneficiary until a total of 60 payments are made to you and your beneficiary. If you die after the five-year period, no further benefits are payable.

Alternative Annuity Options

The Moore Wallace Component features the following alternative forms of payment.

- **Option A – Joint and 2/3 Survivor Annuity:** This option provides a reduced monthly benefit to you while you and your beneficiary are both alive. If you or your beneficiary dies, two-thirds of that benefit is paid to the survivor for the remainder of the survivor’s life. Monthly benefits under this option are usually lower than they would be under the normal form annuity option, but are higher if your beneficiary is more than 10 years older than you.

- **Option B – 10-Year or 15-Year Guarantee:** This option is similar to the normal form annuity option in that it provides monthly benefits for your life with an extra guarantee. Benefits are reduced to reflect a longer guarantee – which may be specified as either 10 years (120 payments) or 15 years (180 payments). For example, if you select a 10-year guarantee and die before you receive 120 monthly payments, payments continue to your designated beneficiary until a total of 120 payments are made to you and your beneficiary. If you die after the 10-year period, no further benefits are payable.

- **Option C – Lump Sum Guarantee:** This option provides a reduced monthly benefit to you for life with a guarantee that if you die before the sum of all monthly payments made to you equals the actuarial equivalent of your accrued benefit (as of your benefit start date), your designated beneficiary will be paid a lump sum equal to the difference.

- **Option D – Life Annuity:** This option provides monthly payments for life, with no benefits payable after your death. Since there are no benefits after your death and no guaranteed number of total payments, monthly payments are *higher* than they would be under the normal form annuity option.

The chart below shows the percentage of the normal form annuity amount you receive depending on the alternative annuity option you choose. **Note:** Actuarial equivalent factors will be used if they produce a better result.

Payment Option	Percentage of Normal Form Annuity Amount
Normal: 5-Year Guarantee	100%
(A) Survivor Annuity	90%*
(B) 10-Year Guarantee	96%
(B) 15-Year Guarantee	91%
(C) Lump Sum Guarantee	93%
(D) Life Annuity	102%

*If your beneficiary is older or younger than you, this percentage is increased or reduced respectively by 1% for each year of difference in your ages.

Electing Your Payment Option

Once your employment with Moore Wallace and all of the other members of the RR Donnelley Controlled Group of Companies ends, you receive a Notice of Vested Benefit from the Pension Service Center as soon as administratively possible. Your Statement indicates your vested benefit and the payment options available to you. When you are ready to receive your benefit, contact the Pension Service Center to request your retirement kit. You should call at least 45 days and not more than 90 days before the date you want your benefit to begin. **Note:** If you delay returning your fully completed and required forms, this may delay your benefit payments. Keep in mind, you cannot change your payment option once your benefit begins. Consider your needs and your beneficiary's needs before you select your payment option.

You can elect any of the payment options available (except as described under the "Special Rules for Disability Retirement Benefits" subsection later in this section), and you can name anyone as your designated beneficiary if you elect an annuity option. (You may elect more than one beneficiary under the normal form option and options B and C.) However, if you are married when your benefit begins and you select a payment option other than option A—with your spouse as beneficiary—the law requires that you provide written, notarized consent from your spouse as to the specific benefit option and beneficiary(ies) you designate.

You cannot change the beneficiary you designate under option A once benefit payments begin. You can, however, change your designated beneficiary(ies) under the normal form annuity option and options B and C during your lifetime, with notarized spousal consent if the new beneficiary is not your spouse.

If you do not elect a payment option, your benefit is paid according to the provisions of:

- If you are not married when you retire, the normal form annuity option (five-year guarantee)—with your estate as your beneficiary.

- If you are married when you retire, option A (joint and 2/3 survivor annuity)—with your spouse as beneficiary.

Revoking a Payment Election

You can revoke your distribution election and make a new election at any time prior to the date your first payment is made. If you are married and you make a new election, the spousal consent rules apply to your new election.

Special Rules for Disability Retirement Benefits (Effective for Retirements Prior to 2001)

If you qualify for and elect a disability retirement benefit and you are eligible to receive a Social Security disability benefit, or if you retire after receiving continued pension accruals while receiving benefits under the Moore Wallace Long-Term Disability Plan, your benefit is paid according to the following provisions:

- If you are not married at the time you retire, the normal form annuity option (five-year guarantee), with whomever you name as your beneficiary;
- If you are married when you retire;
  - Option A (joint and 2/3 survivor annuity), with your spouse as beneficiary; or
  - Option D (life annuity), with no benefit payable after your death (if you elect this option, it requires written notarized spouse consent).

You can elect any of the other payment options only if you:

- Are not eligible to receive a Social Security disability benefit; or
- Elect a normal or early retirement instead of a disability retirement and you did not receive continued pension accruals while receiving LTD benefits from Moore Wallace. **Note:** These accruals ended December 31, 2000 when the Moore Wallace Component was frozen. These accruals have not subsequently been reinstated.

Keep in mind that if you are married, the law requires that you provide written, notarized consent from your spouse to elect a payment option other than option A joint and 2/3 survivor annuity with your spouse as beneficiary.

Employee Contributions to the Moore Wallace Component

If you were an employee of Moore Wallace before January 1, 1972 and you participated in the Moore Wallace Component at that time, you were required to make contributions to the Moore Wallace Component. Those contributions have been earning interest, and the interest has compounded. This means you have earned interest on the total balance of your contributions and interest. This continues until you withdraw the contributions (and interest) from the Moore Wallace Component, or you begin receiving your pension benefit (whichever is earlier). Please contact the Pension Service Center for information on how interest is calculated for this purpose.

If your contributions remain in the Moore Wallace Component, your service before January 1, 1972 was included as credited service for purposes of calculating your pre-2001 frozen accrued benefit as of December 31, 2000. If you withdraw your contributions, your service before January 1, 1972 is not included in that calculation.

You have the right to keep your contributions, plus any earnings, in the Moore Wallace Component going forward. However, you also have the right to withdraw them as a lump-sum payment or annuity at any time prior to retirement but after you leave Moore Wallace and the RR Donnelley Controlled Group of Companies. If you are married, you must have notarized consent from your spouse to withdraw your contributions in a form of payment other than the 66 2/3% joint and survivor annuity.

If you do withdraw your contributions and interest as a lump sum, you may roll over your withdrawal (including the interest earned on your contributions) without a penalty to:

- An IRA;
- Another employer's qualified plan that accepts rollover contributions;
- A 403(b) plan; or
- A government 457 plan.

Note: After-tax employee contributions can only be rolled over to an IRA or qualified defined contribution plan.

If you do not, the IRS requires the Plan to automatically withhold 20% of the taxable portion of your distribution. You also may be required to pay a 10% early withdrawal penalty. This penalty is in addition to regular taxes.

Tax laws are complicated and change frequently. You may want to contact a qualified tax specialist or a financial planner before you request withdrawal from the Plan.

To withdraw your contributions, contact the Pension Service Center at least 45 to 90 days before you want to receive payment. You will need your user ID and password (PIN).

Any contributions that you leave in the Moore Wallace Component become part of the pension benefit that you receive from the Moore Wallace Component when you retire or leave Moore Wallace and the RR Donnelley Controlled Group of Companies.

If you do not withdraw your contributions and die before you begin receiving a benefit from the Moore Wallace Component, your beneficiary receives the value of your contributions, plus credited interest, as part of the death benefit payable under the Moore Wallace Component.

If you die after you begin receiving a benefit and the total of all the payments you received is less than your contributions plus credited interest, your beneficiary will receive a lump sum payment of the difference.

A Word About Subsequent Moore Wallace Component Formulas

General Information

If you were an employee of a participating division or unit of Moore Wallace on or after January 1, 2005, benefit accruals may have restarted for you under the career average pay formulas. Provisions related to the career average formula effective January 1, 2005 can be found in the separate Part A of the SPD for benefits accrued for service on or after January 1, 2005. The provisions detailed in this Part A of the SPD generally are applicable only to benefits accrued prior to 2005.

Special Instances That May Impact Your Pension Plan Benefit

Certain situations, such as those described below, may impact your pension benefit from the Moore Wallace Component.

If You Terminate Employment Before Retirement

You will receive your pension benefit as an automatic single, lump sum distribution if the present value of your entire age-65 benefit under the Moore Wallace Component (*i.e.,* the total of your pre-2001 frozen accrued benefit and any benefit under the career average pay formula with respect to service after 2004 and before 2012) plus any benefit under any other component of the Plan, is $5,000 or less. If the amount of that benefit is greater than $1,000, but less than $5,000, and you do not elect otherwise, your benefit will be transferred (as required by law) to an individual retirement account (IRA) created for your benefit. The present value is a calculation of the amount of your future monthly benefit expressed in today's dollars and paid as a lump sum. This calculation represents the time value of money (interest rate) and your life expectancy.

The IRA will be invested in a manner designed to preserve principal and provide a reasonable rate of return and liquidity. Administrative fees and expenses for the IRA and fees and expenses regarding the IRA's investments will be charged to the IRA. The IRA will be established in your name with Alliant Credit Union. At that time, you will receive information from Alliant Credit Union with details on how to access your account. If you would like more information regarding this automatic rollover provision, please contact the Pension Service Center by telephone (1-866-767-1212) (you will need your password (PIN)) or by mail at the following address: RR Donnelley Pension Service Center, 3800 American Blvd West, Suite 400, Minneapolis, MN 55431. If you would like additional information regarding the IRA, fees and expenses, or services from Alliant Credit Union, you can call Alliant Credit Union at 1-800-328-1935 ext. 2291.

In any case, you will receive a letter within four to five months after you separate from Moore Wallace or any other member of the RR Donnelley Controlled Group of Companies. The letter will indicate the amount of your pension benefit and when you can receive it.

Please contact the Pension Service Center for information on how to start receiving your pension benefit. See the final page of this Part A for information on how to contact the Pension Service Center. Be sure to call 45 to 90 days before you want your pension benefit to begin. You will also need to complete and return the necessary forms within the time frame outlined in your pension paperwork.

If you separate from Moore Wallace and the RR Donnelley Controlled Group of Companies before you are vested, you are not entitled to any benefit from the Moore Wallace Component. **Note:** If you were actively employed by Moore Wallace and participating in the Moore Wallace Component on December 1, 2000, you are vested in all benefits under the Moore Wallace Component. If you accrued a benefit under the

Moore Wallace Component at any time from July 1, 1997 through December 1, 2000, and have three years of vesting services, you are vested in your entire benefit under the Moore Wallace Component. If you have an accrued benefit under either the RR Donnelley Component or the Banta Employees Component of the Plan, and if you are fully vested in that benefit, then you are vested in your entire benefit under the Moore Wallace Component.

If You Die

If you die, what happens to your benefit depends on whether you have a vested benefit based on pre-2001 frozen accrued benefit or pre-1972 participant contributions (and interest) in the Moore Wallace Component. For each of these, your marital and domestic partner status at the time of your death, as well as whether you die before or after the Moore Wallace Component starts to pay benefits, also determines what happens to your pension benefit.

Pre-2001 Frozen Accrued Benefit

If you were an employee of Moore Wallace before January 1, 2001 and you participated in the retirement income or pension equity formula that was offered to eligible Moore Wallace employees until that date, you may have accrued a pre-2001 frozen accrued benefit. If you did, you are vested and you die before you start to receive payments from the Moore Wallace Component, your marital and domestic partner status determines what happens with your pension benefit.

- **If you are married.** If you die before payment of your pre-2001 frozen accrued benefit begins and you were married at the time of your death, your spouse receives a benefit. Your spouse is eligible to receive this benefit in the form of the survivor portion of the 66⅔% joint and survivor annuity beginning with any month after the date of your death, but not before your 55th birthday.

  However, if you elect to start to receive payments of your pre-2001 frozen accrued benefit 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 66⅔% survivor's portion described above. See the "Pre-2001 Frozen Accrued Benefit Forms of Payment" subsection under the "Forms of Payment" section for a description of forms of payment options.

  For any portion of your pre-2001 frozen accrued benefit from the pension equity formula, your surviving spouse can elect to receive the pension equity benefit in the form of a single-sum distribution or as a single life annuity any time after your death (even if that is prior to your 55th birthday). If you die before your 65th birthday, your surviving spouse can defer the start of a survivor annuity form of payment up to the month after your 65th birthday.

  If, however, the present value of your surviving spouse's total benefit is $5,000 (this amount is based on current IRS regulations and may change) or less, the Moore

Wallace Component automatically pays the benefit to your spouse in the form of a lump-sum payment after your death.

- **If you are not married and you have a domestic partner.** If you have a domestic partner and you die before payment of your pre-2001 frozen accrued benefit begins, your domestic partner receives a benefit if either you die while still employed and elect this benefit in lieu of the benefit described in the bullet below or you die while you are no longer still employed (in which case the benefit described in the bullet below is not available). This benefit is the same benefit as if your domestic partner were your surviving spouse as described above. It is the survivor portion of the 66⅔% (or 75%, if applicable as described above) joint and survivor annuity. The amount of 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 as described above. However, the payment of such benefit 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 do elect to provide this benefit to your domestic partner, your trust or estate will not receive the single-sum payment described in the bullet below. Contact the Pension Service Center to request an election form if you would like to make or change your election for your pre-2001 frozen accrued benefit preretirement death benefit. See the final page of this Part A for information on how to contact the Pension Service Center.

- **If you are not married and you do not elect the domestic partner benefit described above.** If you are not married, and you are still employed, and you die before payment of your pre-2001 frozen accrued benefit begins, and you do not have a domestic partner, or you do have a domestic partner and do not elect the domestic partner benefit described above, your trust or estate receives a benefit. Your trust or estate will receive this benefit in the form of a single-sum payment as soon as administratively possible after your death. The single-sum payment amount is actuarially equivalent to the first 60 months of payments that would have been paid – beginning at your death – to your surviving spouse if you were married at your death. For this purpose, it is assumed that you were married to a person of the same age as you.

- **If you die after you start to receive payments from the Moore Wallace Component.** If you die after you received a lump sum, that plan pays no further benefits. If, however, you die after monthly annuity payments begin, your spouse or beneficiary will receive pension benefits only if you chose a payment option that provides for continuing payments after your death.

If Your Marital Status or Domestic Partner Status Changes

You must report any change in your marital or domestic partner status to the Pension Service Center. The individual who is your spouse or domestic partner on the date of your death is the individual who is eligible for the preretirement death benefit.

If 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.

Marital or Domestic Partner Status

Effective June 26, 2013, for all purposes of the Moore Wallace Component, “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 or other person, “spouse” means only a person who is 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.

Direct Rollovers by Beneficiaries

Your spouse may choose to have all or part of any lump sum payment received after your death from the Moore Wallace Component transferred directly to a traditional IRA, a Roth IRA, another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, or a 457 (state or local government plan). If your beneficiary is not your spouse, your beneficiary may choose to have all or part of any lump sum payment received after your death transferred directly to a traditional IRA or a Roth IRA that was established for the purpose of receiving this distribution.

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. See the “Situations Affecting Your Benefits” section in Part B of the SPD for more details.

RR Donnelley Pension Service Center

Milliman provides administrative support at the following address and phone number:

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

Pension Service Center Representatives are available between the hours of 7 a.m. and 7 p.m. CT, Monday through Friday, except holidays.

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

You may want to record your Login ID and password (PIN) below, however, please note such information should be kept secure.

Login ID: ______________
Password (PIN): ______________

As explained in greater detail in Part B of this SPD, contact Milliman for any questions concerning benefits, such as information about eligibility, pension estimates, how to apply for pension benefits and how to begin receiving benefits.